



Motor Vehicle Insurance Policy

(Policy number ERPMV2022V1)

Issued to Eligible Emergency Resource
Providers by VMIA

For the period 1 July 2022
to 30 June 2023



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Motor Vehicle Insurance Policy

Victorian Managed Insurance Authority (hereinafter called VMIA), agrees, subject to the terms, definitions, exclusions, limitations and conditions contained in or endorsed on or otherwise expressed in the Policy, to indemnify the **Insured** against loss, damage and/or liability as described in this Policy, in respect of any **Insured Vehicle** being used during a **Supply Period** for the sole purpose of responding to an **Eligible Emergency**.

Definitions

Aircraft means any craft or object designed to travel through air or space.

Bushfire means fire, the initial effect of which is destruction of or damage to natural vegetation (which term shall include trees).

Control Agency means:

an organisation which:

1. is listed in Table 9 “Control agencies for response” of the State Emergency Management Plan, and
2. pays a premium to VMIA for the EmRePSS.

Eligible Emergency means an emergency of a kind referred to in Table 9 “Control agencies for response” of the State Emergency Management Plan, the response to which is handled by a Control Agency, and which emergency is due to the actual or imminent happening of an Occurrence or the manifestation of circumstances which harms or endangers, or threatens to harm or endanger, the safety or health of persons in Victoria or which destroys or damages, or threatens to destroy or damage, property in Victoria or an element of the Victorian environment. For the purpose of this insurance Eligible Emergency includes subsequent urgent post event activities where insurance cover is not otherwise available.

Eligible Emergency Resource Provider means:

1. the Commonwealth of Australia and any State or Territory of the Commonwealth of Australia other than the State of Victoria, including any agency or instrumentality thereof having an emergency response function; or
2. a company or person who supplies, for the purposes of responding to an **Eligible Emergency**, labour, professional services or **Equipment** but does not include:
 1. a company which or person who, prior to the happening of an **Eligible Emergency**, is under an obligation (whether contractual or statutory) to supply or make available for reward labour professional services or **Equipment** for use in connection with or the purposes of, inter alia, an **Eligible Emergency**; or
 2. a volunteer emergency worker as defined in s.4 of the Emergency Management Act 1986.

Equipment includes plant, (including scaffolding, temporary structures and portable buildings), machinery and equipment.

Geographical Limits means anywhere in the State of Victoria or elsewhere in Australia but only while travelling to or from an **Eligible Emergency** happening in the State of Victoria.

Insured means an **Eligible Emergency Resource Provider** and its directors, officers and employees to the extent set forth hereunder (subject to any limitation or Endorsement contained elsewhere in this Policy).

Insured Vehicle means any mechanically propelled **Vehicle** designed for use on land only and which is registered or licensed for use on public roads, its standard parts or accessories (which includes communications and computer equipment, entertainment systems, satellite navigation systems, air conditioning units, receiving and transmitting equipment and gates, binders, chains, ropes, tarpaulins, attached or installed generators, cranes, lifting devices, cables, winches, forks, tines, buckets, blades, curtains and any remote controls or accessories to the fixed equipment and/or any other accessory used by or attached to the vehicle and **Equipment** whilst actually fixed to the **Vehicle**) and extends to include trailers and caravans.

Medical Persons means medical practitioners, medical nurses, dentists and first aid attendants.

Occurrence means:

1. an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** and/or **Property Damage** neither expected nor intended from the standpoint of the **Insured**. All **Occurrences** of a series consequent on or attributable to one source or original cause shall be deemed one **Occurrence**.

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2. In respect of claims in regard to disease, one event shall mean a series of individual insured losses attributable to the same disease. The disease shall be defined by the World Health Organisation (WHO). However, where there is no such definition, it shall be as defined by a competent Local Health Authority. All individual insured losses shall be aggregated into one single loss and the date of **Occurrence** for such losses shall be the date of the first insured loss. However, no aggregation shall include losses that occur later than 6 months from the expiry of the policy. One event is deemed to end when no new loss occurs for more than 30 days from the last individual insured loss.

Personal Injury means:

1. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and/or mental injury including loss of services resulting therefrom;
2. wrongful entry or wrongful eviction or other invasion of privacy;
3. assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property;

Products Liability means the **Insured's** legal liability for **Personal Injury** and/or **Property Damage** arising out of **The Insured's Products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Personal Injury** or **Property Damage** occurs after physical possession of such products has been relinquished to others.

Property Damage means:

1. physical loss or destruction of or damage to tangible property which occurs during the period of insurance, including the loss of use thereof at any time resulting therefrom; or
2. loss of use of tangible property which has not been physically lost, destroyed or damaged provided such loss of use is caused by an **Occurrence** during the Period of Insurance.

Public Liability means the **Insured's** legal liability for **Personal Injury** and/or **Property Damage**, caused by an **Occurrence** in connection with the Business, other than **Products Liability** as hereinafter defined.

Supply Period means in relation to each Insured the period during which that Insured supplies or makes available, pursuant to a request by or on behalf of a Control Agency, labour, professional services or Equipment which is or are under the control and direction of a Control Agency for the purposes of responding to an Eligible Emergency. The Supply Period begins when the Insured supplies or makes available the labour, professional services or Equipment and ends when the personnel providing the labour, services and/or the Equipment return to the Insured's usual place of business or cease to be under the control and direction of a Control Agency, whichever is the earlier.

The Insured's Products means anything manufactured, grown, extracted, altered, treated, produced, processed, sold, supplied, distributed, imported, exported, repaired, serviced, installed, assembled, erected or constructed by or on behalf of the **Insured**, including packaging or containers, in the course of the Business and after it has ceased to be in the possession or under the control of the **Insured**, and any other thing the **Insured** is "deemed" to have manufactured.

Vehicle means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

Watercraft means any vessel craft or thing made or intended to float on or in or travel on or through water.

Section 1: Loss or Damage

VMIA will indemnify the **Insured** against:

1. Loss of or damage to the **Insured Vehicle** happening during a **Supply Period** and while the **Insured Vehicle** is being used for the sole purpose of responding to an **Eligible Emergency**.

Provided that VMIA may at its option, as far as circumstances permit and in reasonably sufficient manner, repair, reinstate or replace the **Insured Vehicle** or parts thereof or pay an amount not exceeding the market value of the **Insured Vehicle** at the time of the loss or, should the **Insured Vehicle** having been purchased new by the **Insured** become a total loss within one year of such purchase, the purchase price of the **Vehicle** whichever is the lesser of the two at the time of loss.

2. The reasonable cost of protection and removal of the **Insured Vehicle** to the nearest repairer, place of safety or other place approved by VMIA consequent upon Loss or Damage.

Exclusions to Section 1

VMIA shall **not** be liable for:

1. loss of use, depreciation, wear and tear, rust or corrosion, mechanical or electrical breakdowns, failures or breakages
2. damage to tyres by application of brakes or by road punctures, cuts or bursts
3. loss of or damage to the **Insured Vehicle** resulting from theft or misappropriation by any party comprising the **Insured** (including employees of the **Insured**), acting alone or in collusion with other parties.

Section 2: Legal Liability

VMIA will indemnify the **Insured** against legal liability for loss of or damage to property happening during a **Supply Period** and resulting from the use of the **Insured Vehicle** for the sole purpose of responding to an **Eligible Emergency**

For the purpose of this clause, use of the **Insured Vehicle** shall include:

1. goods falling from the **Insured Vehicle**
2. the operation of loading or unloading the **Insured Vehicle** which shall not include the collection or delivery of the load beyond the limits of any carriage way or thoroughfare.

Additional Extensions to Section 2

In connection with a claim under Section 2 of the policy:

1. Removal of debris:

VMIA will indemnify the **Insured** against liability at law for all costs, charges and expenses for removing or cleaning up debris caused by an accident involving the **Insured Vehicle** happening during a **Supply Period** and while the **Insured Vehicle** is being used for the sole purpose of responding to an **Eligible Emergency**.

2. Indemnity for persons other than the Insured:

VMIA will indemnify any person driving, using, or in charge of, entering into or alighting from, the **Insured Vehicle** with the **Insured's** permission who may be held legally liable for damage to property in terms of subsections a and b of this section.

3. Law costs:

VMIA will pay all legal costs and expenses incurred with the written consent of VMIA in the defence of any court proceedings or at any inquest or other official inquiry arising from an event for which indemnity is provided by Section 2.

4. Indemnity for a substitute Vehicle:

VMIA shall in respect of a **Vehicle** not owned by the **Insured**, but in the **Insured's** legal custody or control and being used in substitution of the **Insured Vehicle**, which is not available for use, indemnify the **Insured** to the extent of the indemnity granted in this section.

5. Limit of liability to other parties - third party property damage:

The aggregate liability of VMIA under this Section including the additional Insuring Clauses stated below shall be limited to the amount as stated in the Schedule, in respect of any one claim or series of claims arising out of the one event.

Exclusions to Section 2

VMIA shall not be liable to provide any indemnity in respect of:

1. liability for damage to or any pecuniary loss consequent upon such damage to -
 1. property belonging to the **Insured**
 2. property in the physical or legal custody or control of any person indemnified under this section whilst such property is on, being loaded on or unloaded from any **Insured Vehicle**.
2. Any liability assumed by contract, warranty or agreement unless such liability would have attached to the **Insured** in the absence of such contract, warranty or agreement.
3. Liability for **Personal Injury**:
 1. to the extent that the **Insured** is partly or wholly entitled to indemnity under any compulsory statutory insurance scheme or accident compensation scheme, or

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2. to the extent that the **Insured** would have been entitled under any such scheme but for the failure to:
 1. insure or register the **Vehicle**, or
 2. lodge a claim in accordance with its requirements, or
 3. comply with any of its terms and conditions.
1. to any:
 1. person driving and/or in charge of a **Vehicle**, or
 2. member of the **Insured's** family.

Additional Insuring Clauses

In circumstance where this Policy provides an indemnity, VMIA will indemnify the **Insured** as follows:

1. Hire Vehicle

For a private type **Vehicle** or light goods carrying **Vehicle** only, VMIA will, in the event of the **Insured Vehicle** being stolen, pay the reasonable cost of hiring a replacement **Vehicle** of a similar type for a period of up to fourteen days or recovery by the **Insured** of the stolen **Insured Vehicle** in a road worthy condition, whichever shall occur first.

2. Sign writing

VMIA will cover damage to sign writing forming a permanent part of the **Insured Vehicle** at the time of loss.

3. Recovery costs

In the event of theft or unlawful use of the **Insured Vehicle**, reasonable costs expended in recovering the **Insured Vehicle** provided such cost will be limited to \$1,000 for any claim.

4. Motor Vehicle-new car replacement

In the event that a sedan or station wagon becomes a total loss within 24 months of the commencement date of the original registration, VMIA will (subject to local availability) replace such motor **Vehicle** with a new motor **Vehicle** of the same make and model, including similar accessories.

5. Residual value clause

In respect of any **Insured Vehicle** which is subject to a lease or similar agreement, in the event of a total loss or constructive total loss, this policy indemnifies the **Insured** or any other interested party for the amount of the difference between Residual Value under the lease or similar agreement and the market value of the said **Vehicle** at the date of loss provided this amount does not exceed \$5,000.

General Exclusions

VMIA will not be liable for:

1. any loss, damage or liability caused, sustained or incurred while the **Insured Vehicle** is being:
 1. driven by any person who was not licensed to drive such a **Vehicle** under all relevant Laws, By-Laws and Regulations unless the **Insured** can prove to VMIA that the **Insured** did not consent to the person so driving or was directed to drive the **Insured Vehicle** at the time of the accident by a **Control Agency**
 2. driven by or is in the charge of any person who at the time of an **Occurrence** or event is in breach of and/or is charged with any offence under any Law, By-Law or Regulation in connection with:
 1. driving under the influence of alcohol or drugs
 2. driving whilst having blood alcohol level in excess of the percentage of alcohol permitted by law as indicated by analysis of the person's breath and/or blood

provided that there is no statutory provisions to the contrary and/or the **Insured** can prove that there was no consent given by or on behalf of the **Insured** to the person committing such a breach or offence.
 3. used to convey a greater number of passengers or carry or tow a load in excess of that for which the **Insured Vehicle** was designed unless the **Insured** can prove to VMIA that the event giving rise to the loss, damage or liability was not caused or contributed to by such greater number of passengers or excess load or that a **Tasking Agency** had directed that **Insured Vehicle** convey a number of passengers or carry or tow a load in excess of that for which the **Insured Vehicle** was designed
 4. used in an unsafe or un-roadworthy condition or is in contravention of any Laws relating to the carriage of dangerous goods
 5. used for the conveyance of passengers for hire, fare or reward
 6. used for commercial bulk transportation of liquid fuel, liquid gas, toxic chemicals, corrosive acids, compressed gases, organic peroxides, explosives or any oxidising or radio-active substance unless directed to be so used by a **Control Agency**
 7. used in, or tested in preparation for racing, pace making, reliability trial, speed or hill-climbing test.
2. loss, damage or liability cause by or arising from:
 1. radio-activity or the use, existence or escape of any nuclear fuel, nuclear waste or nuclear material
 2. any consequence of war, invasion, foreign or internal hostilities
 3. any lawful seizure of other operation of Law.
3. loss, damage or liability directly or indirectly caused by or arising from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also applies to loss, damage or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

If VMIA alleges that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the **Insured**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Excess clause - Section 1 and 2

If an **Insured Vehicle** is involved in any event giving rise to claim under the Policy the **Insured** shall be responsible for the amount specified in the Schedule of the Policy as the Excess.

Provided that -

1. where more than one **Insured Vehicle** is involved in an event for which indemnity is provided under the Policy, the Excess shall apply in respect of each **Insured Vehicle** and
2. the **Insured** shall be entirely responsible for the settlement of any claim where the amount of the claim is below the excess.

General Conditions

1. Claims procedure

1. The **Insured** or its legal representative must provide full details in writing to VMIA as soon as possible after the **Occurrence** of any circumstances which may become the subject of a claim under this Policy.
Further,
 1. all communications from other parties
 2. notice(s) of impending prosecution
 3. details of any inquest or enquirymust also be advised to VMIA.
2. The **Insured** or any person making a claim under this Policy must not make any admission of liability or payment or promise or offer or payment in connection with any such claim without the written consent of VMIA.
3. The **Insured** must not without the prior consent of VMIA, authorise repairs to the **Insured Vehicle** which is subject of a claim under this Policy.

2. Rights of recovery

VMIA has the right to recover or obtain relief from any person against whom the **Insured** may be able to claim and VMIA shall have full discretion in the conduct, defence or settlement of any claim and to take action in the **Insured's** name. The **Insured** and any person entitled to indemnity under this Policy must not hinder these rights and must give all such information and co-operation as VMIA may require.

3. Dangerous goods

The **Insured**, when using the **Insured Vehicle** to carry dangerous goods as defined by Statutory Regulation and/or any environmentally hazardous products is required to do so in such quantities and in such manner which does not infringe the requirements stipulated under any applicable Law, By-Law or Statutory Regulation.

4. Cross liability - Section 1 and 2

Each party comprising the **Insured** in the same manner as if that party were the only party named as the **Insured** and VMIA waives all rights of subrogation or action which it may have or acquired against any such parties.

5. Other interests

This Policy includes the interest of all finance companies and/or any other company or persons who have an insurable interest under any leasing hire purchase or other agreement relating to any of the **Vehicles** hereby insured.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties, provided the remaining party/parties shall immediately on becoming aware of any act or neglect whereby the risk of damage has increased, given notice in writing to VMIA and on demand pay such reasonable additional premium as VMIA may require.

Privacy Statement

We are committed to protecting any personal information we collect, handle, store or disclose about you through our services. We will manage all personal information in accordance with the *Victorian Managed Insurance Authority Act 1996 (Act)*, the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001*.

Collection and use of Personal Information

Personal information means information or an opinion that is recorded in any form, and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

We collect and record personal information through our client data collection processes which include our website, online forms and surveys. Some examples of when we may collect your personal information are when you:

1. send us an email;
2. use our online services, such as completing a form or survey electronically;
3. register to attend training and events; and
4. access our secure client portal on our website.

Personal information we collect can only be used for the purpose of performing functions under our Act and in accordance with all applicable laws and regulations.

Access and Correction

Please contact our Information Privacy Officer at privacy@vmia.vic.gov.au if you:

5. want to access personal information (if any) that we hold about you;
6. want to know more about what sort of information we hold, for what purposes and how we deal with that information;
7. believe that personal information that we hold about you is not accurate, complete and up to date; or
8. have concerns about your privacy rights.