



COVID-19 Event Insurance Policy



Contents

About this Policy	3
Duty of Disclosure	3
Preamble	3
1. What is Covered	3
1.1. Cancellation of Event	3
1.2. Reduction in Patron Capacity of Event	3
1.3. Multiday Event	3
2. What is Not Covered	3
2.1. Non COVID-19 Cancellation or Reduction	3
2.2. Performer Contracting COVID-19	3
2.3. Insolvency or Bankruptcy	4
2.4. Contractual Dispute	4
2.5. Prior Decision	4
2.6. Natural Disaster	4
2.7. Commercial Viability	4
2.8. Communicable Disease (Other than COVID-19)	4
2.9. War and Terrorism	4
3. General Conditions	4
3.1. Postponed Event or Multiday Event	4
3.2. Maximum Benefit Payable	4
3.3. Compliance with Law	4
3.4. Notice and Cooperation	5
3.5. Premium Payment	5
3.6. Choice of Law and Jurisdiction	5
3.7. Fraudulent Claim(s)	5
3.8. Currency	5
3.9. Rescission of the Policy	5
3.10. Third Parties	5
3.11. Interpretation	5
4. Definitions	6
Privacy Statement	8

About this Policy

The Victorian Managed Insurance Authority is a statutory authority established under section 5 of the **Victorian Managed Insurance Authority Act 1996 (VIC) (VMIA Act)**. Its functions, as set out in section 6 of the **VMIA Act**, include acting as an insurer for, or providing insurance services to, Government departments, participating bodies and other entities as directed by the Minister.

Duty of Disclosure

You have a Duty of Disclosure to **Us**. **You** are required before **you** enter into, renew, vary, extend or reinstate this **Policy** to tell us everything **You** know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to **VMIA's** decision to cover **You** under this **Policy**.

You do not have to tell **Us** about any matter:

- that diminishes the risk;
- that is of common knowledge;
- that **We** know or should know in the ordinary course of our business as an insurer; or
- which **We** indicate **We** do not want to know.

Preamble

In consideration of the payment of the premium and subject to all the terms and conditions of this **Policy**, **VMIA** agrees to provide the **COVID-19 Event Insurance** on the terms set out in this **Policy**.

1. What is Covered

1.1. Cancellation of Event

VMIA agrees to pay **You** 100% of the **Benefit** for the **Cancellation** of any **Event** caused solely and directly by a **State Government** or a **Federal Government** mandated **Restriction** as a result of **COVID-19**.

1.2. Reduction in Patron Capacity of Event

VMIA agrees to pay **You** 50% of the **Benefit** for the **Reduction** in the **Patron** capacity of any **Event** caused solely and directly by a **State Government** or a **Federal Government** mandated **Restriction** as a result of **COVID-19**.

1.3. Multiday Event

VMIA agrees to pay **You** the pro-rated portion of the applicable **Benefit** for each day the **Multiday Event** is **Cancelled** or **Reduced** caused solely and directly by a **State Government** or a **Federal Government** mandated **Restriction** as a result of **COVID-19**.

2. What is Not Covered

VMIA shall not be liable under this **Policy** to pay any applicable **Benefit** directly or indirectly arising out of, based upon or attributable to any **Cancellation** or **Reduction** of the **Event** or the **Multiday Event** (as a whole or in part):

2.1. Non COVID-19 Cancellation or Reduction

that is not directly caused by a **State Government** or a **Federal Government** mandated **Restriction** as a result of **COVID-19**.

2.2. Performer Contracting COVID-19

that is caused by a **Performer** contracting **COVID-19** or having to isolate due to **COVID-19**.

2.3. Insolvency or Bankruptcy

arising from or in any way connected with the insolvency, liquidation, bankruptcy, receivership or administration of **You**, **Your** subsidiary or **Your** parent company, including but not limited to its actual or alleged inability to meet any or all of its debts as and when they fall due.

2.4. Contractual Dispute

arising from or in any way connected with any claim, demand or allegation relating to a contract dispute or breach of contract.

2.5. Prior Decision

caused by any decision made by **You** to **Cancel** or **Reduce** the **Event** or the **Multiday Event** for whatever reason prior to the imposition of any mandated **Restriction** by a **State Government** or a **Federal Government** as a result of **COVID-19**.

2.6. Natural Disaster

caused by any natural disaster or adverse/inclement weather condition or event.

2.7. Commercial Viability

caused by:

- a. inadequate interest, attendance, insufficient ticket sales or sponsorship;
- b. the lack of **Patrons**, audience or public support;
- c. any withdrawal or lack of financial support of any kind, or financial failure of the **Event** or the **Multiday Event** (as a whole or in part), including arising from any imposed capacity restrictions; or
- d. an increase in costs or the loss of profit or revenue arising from any existing restrictions, or restrictions currently in force at the commencement of this **Policy** as a result of **COVID-19**.

2.8. Communicable Disease (Other than COVID-19)

caused by any communicable disease other than **COVID-19**.

2.9. War and Terrorism

caused by war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities, rebellion, civil disorder, insurrection, usurped power, confiscation, seizure, nationalisation or destruction of or damage to property by or under the order of any governmental, military, public or local authority, or any other political or terrorist organisation, and including any consequences of these.

3. General Conditions

The following General Conditions apply to this **Policy**:

3.1. Postponed Event or Multiday Event

If the **Event** or the **Multiday Event** is **Postponed** by **You**, **VMIA** agrees to amend the 'Date of Event(s)' listed in the **Schedule** to a new date nominated by **You** provided that:

- a. the new **Event** or **Multiday Event** occurs in its entirety prior to 1 January 2023; and
- b. You give written notice to **VMIA** at least 14 days prior to the commencement of the **Event** or the **Multiday Event**. Any notice to **VMIA** shall be addressed to: eventinsurance@vmia.vic.gov.au

You agree all the other terms and conditions of this **Policy** remain unchanged and continue to apply to any amended **Policy**.

3.2. Maximum Benefit Payable

The maximum **Benefit** payable under this **Policy** for any **Cancellation** or **Reduction** of the **Event** or the **Multiday Event** (as a whole or in part) will not exceed the applicable **Benefit** or the applicable pro-rated **Benefit**.

3.3. Compliance with Law

You agree to comply with all statutory obligations, by-laws, regulations, public authority requirements and safety requirements in relation to the **Event** or the **Multiday Event**.

3.4. Notice and Cooperation

You will advise **VMIA** as soon as possible after the **Cancellation** or **Reduction** of the **Event** or **Multiday Event**. **You** must fully cooperate with **VMIA** and provide all necessary information requested by **VMIA** in relation to this **Policy**. Any notice to **VMIA** shall be addressed to:

eventinsurance@vmia.vic.gov.au

3.5. Premium Payment

You agree to pay the premium of this **Policy** at least 14 days prior to the commencement of the **Event** or **Multiday Event**. This **Policy** commences on the day of the **Event** or the first day of the **Multiday Event**.

3.6. Choice of Law and Jurisdiction

This **Policy** shall be governed by the laws of Victoria. **VMIA** and **You** agree to submit to the exclusive jurisdiction of any court of competent jurisdiction within Victoria and to comply with all requirements necessary to give such court jurisdiction.

3.7. Fraudulent Claim(s)

If **You** make any claim(s) knowing the same to be false or fraudulent in any way, **VMIA** may void all claim(s) made by **You** under this **Policy**.

3.8. Currency

All amounts shown in this **Policy** are in Australian Dollars (AUD).

3.9. Rescission of the Policy

You may rescind this **Policy** at any time if the **Event** or the **Multiday Event** is **Cancelled** prior to the scheduled commencement of the **Event** or the **Multiday Event**. Any rescission notice to **VMIA** shall be addressed to:

eventinsurance@vmia.vic.gov.au

VMIA may rescind this **Policy**:

- a. at any time if directed to do so by the Victorian **State Government**;
- b. if **You** fail to comply with Your Duty of Disclosure to **VMIA** prior to the inception of this **Policy**;
- c. if **You** make any material misrepresentation to **VMIA** prior to the inception of this **Policy**;
- d. if **You** make a fraudulent claim under this **Policy**; or
- e. if **You** breach a term of this **Policy**.

3.10. Third Parties

The cover provided under this **Policy** is limited to **You** only. This **Policy** does not provide cover to any third parties.

3.11. Interpretation

Any word or expression to which a specific definition or meaning has been attributed in any part of this **Policy** shall bear that definition or meaning wherever it may appear, unless the contrary is stated.

The singular includes the plural and the feminine includes the masculine and vice versa.

Headings have been included for ease of reference. The terms and conditions of this **Policy** are not to be construed or interpreted by reference to such headings.

If any portion of this **Policy** is found to be invalid or unenforceable, the remainder will remain in full force and effect.

4. Definitions

In this **Policy**:

Benefit means:

1. (for an **Event**) the portion of the **Declared Value** set out in the **Schedule**; or
2. (for a **Multiday Event**) means the pro-rated portion of the **Declared Value** set out in the **Schedule**.

Cancel, Cancellation or Cancelled means:

1. the permanent abandonment of the **Event** from the 'Date of Event(s)' listed in the **Schedule**; or
2. the partial or complete abandonment of the **Multiday Event** from the 'Date of Event(s)' listed in the **Schedule**.

COVID-19 means:

1. the human coronavirus with pandemic potential as declared from time to time pursuant to the **Biosecurity Act 2015 (Cth)** including any mutations, strains or variants; or
2. any disease including any mutations, strains or variants declared by the World Health Organization to be '**COVID-19**'.

Date of Event(s)

means the date of the **Event** or **Multiday Event** listed in the **Schedule** as the 'Date of Event(s)'.

Declared Value

means the amount of '**Declared Value**' listed in the **Schedule**.

Event

means the '**Event(s)**' listed in the **Schedule** occurring in Victoria that requires **Patrons** to hold a valid ticket, pass, token or registration in order to attend or participate.

Federal Government

means the Commonwealth of Australia, including but not limited to any federal government departments, ministers, the Prime Minister of Australia and authorised delegates or officials including the Chief Medical Officer.

Multiday Event

means an **Event** that occurs over a number of days as per the 'Date of Event(s)' listed in the **Schedule**.

Patrons

means any actual or potential persons in Australia who are or may become ticket holders, pass holders, token holders, registered attendees or registered delegates of the **Event** or **Multiday Event**.

Performer

means any artist(s), performer(s), actor(s), comedian(s), musician(s), dancer(s), singer(s), instrumentalist(s), speaker(s), delegate(s), panellist(s), trainer(s), competitor(s), act(s), player(s), host(s), group(s), orchestra(s), influencer(s), athlete(s), band(s), team(s), ensemble(s) or any other person(s) scheduled, billed or arranged to perform, feature or appear at the **Event** or **Multiday Event**, including any support or ancillary staff or personnel.

Postponement or Postponed

means the deferral of the **Event** or the **Multiday Event** (as a whole or in part).

Policy

means the **Schedule** and the COVID-19 Event Insurance policy wording including any Insuring Clauses (What is Covered), Exclusions (What is Not Covered), General Conditions, Definitions and Endorsements.

Reduction or Reduced

means the mandated reduction of **Patrons** legally permitted to participate or attend the **Event** or each day of the **Multiday Event** (as a whole or in part).

Restriction

means any area directions or stay at home orders made pursuant to the **Public Health and Wellbeing Act 2008 (VIC)** or any similar state or Commonwealth legislation, regulation or instrument that prohibits or prevents **Patrons** from attending the **Event** or **Multiday Event** (as a whole or in part). **Restriction** includes any restrictions imposed or ordered by the **State Government** or **Federal Government** on the number of **Patrons** permitted to attend the **Event** or **Multiday Event** (as a whole or in part). **Restriction** does not mean any quarantine or isolation orders issued by the **State Government** or **Federal Government** that apply to any **Patrons** or **Performers** who are unable to attend or appear at the **Event** or **Multiday Event** (as a whole or in part) due to contracting or being potentially directly exposed to **COVID-19**.

Schedule

means the 'Schedule' attached to this **Policy**.

State Government

means any Australian state government, including but not limited to any government departments, ministers, the Premier and any authorised delegates or officials including the Chief Health Officer. **State Government** does not mean any local Government, councils, councillors or mayors.

VMIA, Us or We

means the Victorian Managed Insurance Authority ABN 39 682 497 841.

You or Your

means the **Event** organiser listed as 'The Insured' in the **Schedule**.

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 **VMIA Act**, the **Privacy and Data Protection Act 2014 (Vic)** and the **Health Records Act 2001 (Vic)**.

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:

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

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

Access and Correction

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

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