



Group Personal Accident Insurance Policy

(Policy number PAG2022-V1)

Issued to clients of VMIA

For the period 1 July 2022
to 30 June 2023



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Insuring Clause

This **Policy** incorporates the proposal form and/or declaration (if any), the **Schedule** and any endorsements attaching hereto and coverage hereunder is subject to the Insured paying or agreeing to pay the premium and all applicable charges.

If during the **Period of Insurance** in accordance with the Scope of Cover stated in the **Schedule**, an **Insured Person** suffers from an **Injury** resulting in an **Event** described in the Table of Events, the Victorian Managed Insurance Authority will pay the corresponding benefit for that **Event** set out in the Table of Events and/or Additional Benefits.

General Definitions

Accidental Death means death occurring as a result of **Injury**.

Cognitive Loss means a loss of intellectual capacity that has required an **Insured Person** to be under the continuous care and supervision by another adult person for at least six months and that, at the end of that six month period, is likely to require the **Insured Person** to be under the **Permanent** ongoing continuous care and supervision of another adult person.

Doctor means a legally registered medical practitioner who is not an **Insured Person**, the relative of an **Insured Person**, or a member of the immediate family of the **Insured Person**.

Domestic Duties means the usual and ordinary domestic duties undertaken by a person as a home-maker and could include child-minding and home help services.

Event(s) means the Event(s) described in the Table of Events.

Excess means the first amount of each and every claim payable by the Insured or the **Insured Person** as stated in the **Schedule**.

Excess Period means the period of time following an **Event** giving rise to a claim for which benefits are not payable.

Fingers, Thumbs or Toes means the digits of a **Hand** or **Foot**.

Foot means the entire **Foot** below the ankle.

Hand means the entire **Hand** below the wrist.

Injury means bodily injury resulting from an accident which is an external event that occurs fortuitously to an **Insured Person** during the **Period of Insurance** and results in any of the **Events** specified in the Table of Events within twelve (12) calendar months from the date thereof.

Injury does not include:

- a. any consequences of an **Injury** which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- b. an aggravation of a pre-existing **Injury**;
- c. any other **Pre-existing Condition**;
- d. any degenerative condition.

Insured Person means such person or persons who come within the description of **Insured Person** contained in the **Schedule** and with respect to whom premium has been paid or agreed to be paid.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Loss of use means loss of, by physical severance, or total and **Permanent** loss of the effective use of the part of the body referred to in the Table of Events.

Loss of Independent Existence means:

- a. In the opinion of a **Doctor** being totally and irreversibly unable to perform at least two of the following five "activities of daily living" without the assistance of another adult person:
 - bathing and/or showering
 - dressing and/or undressing
 - eating and drinking
 - using a toilet to maintain personal hygiene
 - getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or with the assistance of a walking aid

or

- b. If in the opinion of a **Doctor**, an **Insured Person** suffers **Cognitive Loss** (as defined), they will be deemed to have suffered **Permanent Total Disablement**.

Non-Medicare Medical Expenses means:

- a. expenses incurred within twelve (12) months of sustaining an **Injury**: and
- b. expenses paid by an **Insured Person** or by the Insured for **Doctor**, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, dentist, hospital and/or ambulance services for the following treatments:
 - Medical
 - Surgical
 - X-Ray
 - Chiropractic
 - Osteopathic
 - Physiotherapy
 - Hospitalisation
 - Nursing

But does not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the **Injury** referred to in (a) above.

Paraplegia means the **Loss of use** of both legs and the **Permanent Loss of use** of part of or whole of the lower half of the body.

Period of Insurance means the period shown on the current **Schedule**.

Permanent means having lasted twelve (12) consecutive months and at the expiry of the period, being beyond hope of improvement.

Policy means this policy Wording, including the **Schedule** and all endorsements to this **Policy**.

Pre-existing Condition means a condition with which the **Insured Person** was aware of (whether diagnosed or not) or has sought treatment for prior to the inception of this **Policy** or prior to the **Insured Person** becoming insured under this **Policy**. A **Pre-existing Condition** does not include stress, depression, anxiety or any other mental health disorder triggered or caused by an **Injury**.

Professional Sport means any sport for which an **Insured Person** receives any fee or monetary reward as a result of their participation.

Quadriplegia means the **Loss of use** of both arms and both legs.

Salary means

1. in the case of a salaried employee, their pre-tax income, excluding commission, bonuses, overtime payments and any allowances averaged during the period of twelve (12) months immediately preceding the commencement date of **Temporary Total Disablement** or **Temporary Partial Disablement** (whichever is relevant) or over such shorter period as they have been employed.
2. in the case of a self-employed **Insured Person**, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the commencement date of **Temporary Total Disablement** or **Temporary Partial Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the relevant **Schedule** issued by **Us** and attached to the policy wording.

Temporary Partial Disablement means the temporary inability of an **Insured Person** to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Temporary Total Disablement means the temporary inability of an **Insured Person** to engage in their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Total Disablement means the inability of an **Insured Person** to engage in or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience. Where an **Insured Person** does not have an occupation or business, this definition is replaced by the definition of **Loss of Independent Existence**.

Violent Criminal Act means an act committed which intentionally threatens, attempts to or actually inflicts physical harm.

We, Our, Us means the Victorian Managed Insurance Authority.

Work Experience is a set period of time during which a young person, usually a student, works either voluntarily or for a very small monetary amount for the Insured in order to gain experience in a particular type of industry.

Personal Accident Cover

Extent of Cover

If, as a result solely and directly of **Injury**, an **Insured Person** suffers from an **Event** described in Sections 1, 2, 3 or 4 of the following Table of Events, **We** will pay compensation for that **Event** only if it is shown as included, or if an amount for that **Event** is shown on the **Schedule**.

Table of Events

Section 1 - Lump Sum Benefits

Cover for an **Event** under this part applies only if an amount for that **Event** is shown on the **Schedule** against Lump Sum Benefits.

THE EVENTS	THE BENEFIT EACH INSURED PERSON
Injury resulting directly in the following Event(s) , which occur within twelve (12) months of the date of the Injury	Being a percentage of the amount shown in the Schedule against Events 1 to 19.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one eye	100%
6. Loss of use of two Limbs	100%
7. Loss of use of one Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
a. both ears	100%
b. one ear	50%
10. Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11. Permanent Loss of the lens of one eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%

THE EVENTS	THE BENEFIT
Injury resulting directly in the following Event(s) , which occur within twelve (12) months of the date of the Injury	EACH INSURED PERSON
	Being a percentage of the amount shown in the Schedule against Events 1 to 19.
13. Permanent Loss of use of four Fingers of either Hand	50%
14. Permanent Loss of use of one Thumb of either Hand:-	
a. both joints	30%
b. one joint	15%
15. Permanent Loss of use of Fingers of either Hand:-	
a. three joints	15%
b. two joints	10%
c. one joint	5%
16. Permanent Loss of use of Toes of either Foot:-	
a. all – one Foot	15%
b. great – both joints	5%
c. great – one joint	3%
d. other than great – each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5cm	7.5%
19. Permanent Partial Disablement not otherwise provided for under Events 9 to 18 inclusive	Such percentage or amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 9 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against <i>Lump Sum Benefits</i>

Section 2 - Weekly Benefits

Cover for an **Event** under this part applies only if an amount for that **Event** is shown on the **Schedule** against Weekly Benefits.

THE EVENTS Injury resulting directly in the following Event which occur within twelve (12) months of the date of Injury :	THE BENEFITS EACH INSURED PERSON
20. Temporary Total Disablement	During such disablement, the Weekly Benefit or the amount calculated based on the percentage of Salary as specified in the Schedule whichever is the lesser.
21. Temporary Partial Disablement	40% of the amount payable for Event 20.

Section 3 - Fractured Bones Benefits

Cover for an **Event** under this part applies only if it is shown as included on the **Schedule** against Fractured Bones Benefits.

THE EVENTS Injury resulting directly in the following Event (Fractured Bones) which occur within twelve (12) months of the date of Injury :	THE BENEFITS EACH INSURED PERSON
22. Neck, skull or spine (complete fracture)	\$5,000
23. Hip or pelvis	\$3,750
24. Leg, jaw, wrist, cheek, ankle, Hand or Foot	\$2,500
25. Shoulder blade or hairline fracture of skull or spine	\$1,500
26. Nose or collar bone	\$1,000
27. Arm, kneecap, or elbow	\$500
28. Rib	\$500
29. Finger, thumb or toe	\$375

In the case of an established non-union of any of the above fractures, **We** will pay an additional 5% of the amount shown on the **Schedule** against **Event** 22 to 29.

The maximum benefit payable for any one **Injury** resulting in fractured bones shall be \$5,000 unless otherwise shown on the **Schedule** against **Event** 22 to 29.

A complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

A hairline fracture means mere cracks in the bone

Section 4 - Dental Procedures Benefits

Cover for an **Event** under this part applies only if it is shown as included on the **Schedule** against Dental Procedures Benefits.

THE EVENTS Injury resulting directly in the following loss or procedure(s) (as the case may be) which occurs within twelve (12) months of the date of Injury.	THE BENEFITS EACH INSURED PERSON
30. Loss of teeth or full capping of teeth (per tooth)	\$1,000
31. Partial capping of teeth (per tooth)	\$500

A tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

The maximum benefit payable for any one **Injury** resulting in loss of teeth or dental procedures shall be \$1,000.

Section 5 - Additional Benefits

Cover for Additional Benefits applies only if it is shown as included on the **Schedule** against Additional Benefits.

5.1 Non-Medicare medical expenses

If an **Insured Person** suffers an **Injury** whilst engaging in authorised voluntary work on behalf of the Insured, **We** will pay 85% of the **Non-Medicare Medical Expenses** up to a maximum of \$10,000, provided the event giving rise to the **Injury** occurs when an **Insured Person** is engaging in any of the following on behalf of the Insured, including travel to and from:

1. providing services, without payment, to an educational, religious, charitable or benevolent organisation; or
2. engaging in a sporting activity;
 - a. in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity; or
 - b. is acting as an official at, or otherwise assisting in the conduct of, a sporting activity;
 - or
 - c. is acting in his or her capacity as an elected or appointed official of a sporting organisation;
3. engaging in youth activities organised by a voluntary organisation (for example, the Girl Guides Association of Australia),
4. undertaking an activity that is part of an employment, education, training or youth program, or initiative administered or funded by the Commonwealth, including specialist employment services for people with disabilities (where a law or a State or Territory relating to workers' compensation does not apply).

The benefits payable will be reduced by any recovery made from any private health insurance fund with respect to the expense.

The benefits payable do not include:

- a. the Medicare gap, being the difference between payment made by Medicare and the actual expense incurred,
- b. payment for any health services which within the meaning of the *Commonwealth Private Health Insurance Act 2007* or the *Private Health Insurance (Health Insurance Business) Rules 2009* would constitute the carrying on of health insurance business,
- c. The first \$25 of each and every claim being the **Excess** payable.

5.2 Domestic help benefit

If an **Insured Person** who is retired, unemployed or not in receipt of a **Salary** suffers an **Injury** resulting in an entitlement to claim benefits under **Events 20** and/or **21** and is unable to carry out **Domestic Duties**, **We** will pay the cost of reasonably and necessarily incurred domestic help services up to but not exceeding \$500 per week payable from the eighth (8th) day of treatment by a **Doctor**, subject to an aggregate benefit period not exceeding 104 weeks.

Childminding and home help services must be carried out by persons other than the **Insured Persons** family, close relatives or persons permanently living with the **Insured Person**, and must be certified by a **Doctor** as being necessary for the recovery of the **Insured Person**.

5.3 Student tutorial benefit

If an **Insured Person** who is a student suffers an **Injury** resulting in an entitlement to claim benefits under **Event 20** and/or **21** and is unable to attend registered classes, **We** will pay the cost of reasonably and necessarily incurred home tutorial services up to but not exceeding \$500 per week payable from the eighth (8th) day of treatment by a **Doctor**, subject to an aggregate benefit period not exceeding 104 weeks.

The **Insured Person** must be a registered full-time student and home tutorial services must be carried out by persons other than the **Insured Persons** family, close relatives or persons permanently living with the **Insured Person**.

5.4 Bed care benefit

If an **Insured Person** is confined to a bed continuously for a period in **Excess** of twenty-four (24) hours (other than in hospital or other medical facility) as a result of an **Injury**, and the **Insured Person** presents **Us** with a written opinion of a **Doctor** that verifies that the **Injury** caused the **Insured Person** to be confined to bed continuously, **We** will pay the **Insured Person** a daily sum of \$100 up to a maximum benefit period of twenty-six (26) weeks.

5.5 Out-of-pocket expenses

If an **Insured Person** suffers an **Injury** which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment, **We** will pay the actual and reasonable costs incurred up to a maximum of \$1,500, provided that those costs are not insured elsewhere under this **Policy**, or otherwise applicable to an expense for which a Medicare benefit is payable.

5.6 Other Out-of-pocket expenses (Non-income earners)

If an **Insured Person**, who does not receive a **Salary**, suffers an **Injury** for which benefits would have been payable under **Event 20** had they received a **Salary**, **We** agree to pay for all other reasonable out-of-pocket expenses up to a \$100 per week for an aggregate benefit period not exceeding 104 weeks, provided that those costs are not insured elsewhere under this **Policy**, or otherwise applicable to an expense for which a Medicare benefit or Private Health insurance benefit is payable.

5.7 Lifestyle modification benefit

If an **Insured Person** is entitled to a benefit under **Event 2, 3, 4, 5, 6 or 7**, **We** will pay the costs necessarily incurred by the **Insured Person** in modifying one of their motor vehicles or homes or relocation to a suitable home provided such modification is undertaken with **Our** prior written agreement and the **Insured Persons** treating **Doctor**.

We will pay for 80% of the costs incurred, subject to a maximum of \$25,000 whichever is the lesser.

5.8 Occupationally Acquired AIDS/HIV

If an **Insured Person** is positively diagnosed with Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) as a direct result of an occupational **Injury** during the **Period of Insurance**, **We** will pay the **Insured Person** up to a maximum of \$30,000, provided that;

- a. Any **Injury** that may lead to the diagnosis of AIDS/HIV, must be reported as soon as practical to **Us** and medical tests carried out by a **Doctor** on a blood sample taken within forty-eight (48) hours from the date the **Injury** occurred.

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- b. Testing and diagnosis must be made positively by laboratory and/or clinical tests and prove positively that the **Insured Person** was not AIDS/HIV positive at the time and date the **Injury** occurred.
- c. The **Insured Person** must be alive thirty (30) days after the positive diagnosis of AIDS/HIV in order for a benefit to be payable.
- d. A claim for a benefit must be made within one hundred and eighty (180) days from the date of the **Injury** confirming the positive diagnosis of AIDS/HIV occurring within three (3) months of the **Period of Insurance**.

5.9 Spouse and dependent children benefit

If an **Insured Person** suffers an **Injury** which results in **Accidental Death**, **We** will pay to the **Insured Person's** spouse or partner or legal personal representative of the **Insured Person's** estate the following additional benefits;

- a. Surviving Spouse or partner - \$5,000
- b. Dependent Children - \$5,000 per dependent child.

Subject to a maximum benefit payable per family of \$25,000

Additional Cover Applicable to this Policy

Exposure

If during the **Period of Insurance** an **Insured Person** is exposed to the elements as a result of an accident and within twelve (12) months of the accident they suffer from any of the **Events** stated in the Table of Events as a direct result of that exposure, they will be deemed for the purpose of this **Policy** to have suffered an **Injury** on the date of the accident.

Disappearance

If during the **Period of Insurance** an **Insured Person** is not found following the disappearance, sinking or wrecking of a conveyance in which they were travelling and their body has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the conveyance, **Accidental Death** will be presumed in the absence of any evidence to the contrary. The **Accidental Death** benefit amount set out in the Table of Events – Section 1 – **Event 1** shall be payable to the beneficiary.

Chauffeur Services

If during the **Period of Insurance** an **Insured Person** suffers an **Injury** for which benefits are payable under **Event 20** and/or **21** **We** agree to pay up to a maximum of \$1,500 for a chauffeur or taxi service to and from an **Insured Person's** normal place of work and their normal place of residence if an **Insured Person** recovers sufficiently to return to work but is certified by a **Doctor** as being unable to drive a vehicle or travel on public transport.

Childcare Benefit

If during the **Period of Insurance** an **Insured Person** suffers an **Injury** for which benefits are payable under **Events 2 to 8**, **We** will pay the **Insured Person** the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to a maximum of \$2,500, but only in respect of additional costs that would not otherwise have been incurred.

Work Experience Benefit

If a person is undertaking authorised **Work Experience** with the Insured and, whilst performing occupational duties on behalf of the Insured sustains an **Injury** which, had the person been an **Insured Person**, would have resulted in a benefit payable under **Event 1 to 9**, **We** will pay the Insured an amount of \$5,000.

Workplace Assault Benefit

If an **Insured Person** sustains an **Injury** as a result of an unprovoked assault whilst in the course of their duties on behalf of the Insured, **We** will pay the **Insured Person** an amount of \$5,000.

Workplace Trauma Benefit

If an **Insured Person** witnesses a **Violent Criminal Act** whilst at the premises of the Insured in the course of their duties on behalf of the Insured and does not sustain an **Injury**, **We** will pay the **Insured Person** an amount of \$1,500.

Funeral Expenses

If during the **Period of Insurance** an **Insured Person** suffers **Event 1 - Accidental Death** the **Policy** extends to cover the expenses of burial or cremation or the cost of returning the **Insured Person's** body or ashes to a place nominated by the legal representative of the **Insured Person's** estate, up to a maximum of \$5,000.

Rehabilitation expenses

If during the **Period of Insurance** an **Insured Person** suffers an **Injury** and is entitled to benefits under **Event 20** and/or **21**, **We** will reimburse expenses necessarily incurred for tuition or advice for the **Insured Person** from a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement and the agreement of the **Insured Person's** treating **Doctor**. **We** will pay \$500 per month for a maximum period of six (6) months.

Escalation of Claim Benefit

After payment of a benefit under **Event** 20 and/or 21 continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

Guaranteed Payment

If an **Insured Person** sustains an **Injury** for which benefits are payable under **Event** 20, **We** will immediately pay twelve (12) weeks benefit in advance provided that proper medical evidence is produced from the treating **Doctor** certifying that the period of **Temporary Total Disablement** will be a minimum of twenty-six (26) weeks.

General Conditions

1. If an **Insured Person** suffers an **Injury** resulting in any one of **Event** 2 to 9a, **We** will not be liable under this **Policy** for any subsequent **Injury** to that **Insured Person**.
2. Benefits shall not be payable for more than one of **Events** 1 to 19 in respect of the same **Injury**.
3. Benefits/Compensation payable to **Insured Persons** under eighteen (18) years of age for **Event** 1 shall be 10% of the Benefit stated in the Table of Events unless otherwise specified.
4. Benefits shall not be payable;
 - a. For **Events** 20 and 21 in excess of a total period of one hundred and four (104) weeks in respect of any one **Injury**, unless otherwise stated on the **Schedule**;
 - b. For **Events** 20 and 21 during the **Excess Period** stated in the **Schedule**, calculated from the commencement of the **Injury** and in an amount which exceeds the percentage of **Salary** stated in the **Schedule**;
 - c. Unless the **Insured Person**, as soon as possible after the happening of any **Injury** giving rise to a claim under this **Policy**, procures and follows proper medical advice from a **Doctor**;
 - d. For more than one of **Events** 20 and/or 21 that occur for the same period of time.
5. If an **Insured Person** is entitled to receive;
 - a. A weekly or periodic disability benefit from any other **Policy** of insurance; and/or
 - b. A weekly or periodic disability benefit under any Workers Compensation Act, Transport Accident Act, Statutory compensation, or any ordinance or other legislation having similar effect; and/or
 - c. Weekly earnings from any other employment or occupation (other than personal leave or other pay entitlements which, by way of declaration, the **Insured Person** has elected not to receive from their employer);

then the amount of any benefit payable under this **Policy** will be reduced by the amount the **Insured Person** receives from any of the above.

6. If as a result of **Injury**, benefits become payable under **Event** 20 and/or 21, and while this **Policy** is in force, an **Insured Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Insured Person** has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new **Injury** and a new **Excess Period** shall apply.
7. Subject to the Guaranteed Payment referred to under Additional Cover Applicable to this Policy, weekly benefits for **Event** 20 and/or 21 shall be payable monthly in arrears. Disability for a period of less than one week shall be paid at the rate of one-fifth (1/5th) of the weekly benefit for each day during which the disability continues.
8. All benefits shall be payable to the Insured or such person/s and in such proportions as the Insured shall nominate.
9. If as a result of **Injury**, an **Insured Person** is entitled to a benefit under **Event** 20 and/or 21 and subsequently becomes entitled to a benefit under **Events** 2 or 3, all benefits payable under **Events** 20 and 21 shall cease from the date of such entitlement.
10. Compensation provided under this **Policy** shall only be payable to **Insured Persons** between the ages of 5 years to 100 years unless otherwise specified in the **Schedule**.

General Exclusions

We shall not pay benefits with respect to any loss, damage, liability, event or **Injury** which:

1. results from an **Insured Person** engaging in or taking part in:
 - a. flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - b. training for or participating in **Professional Sport** of any kind; or
 - c. which results from racing and/or time trials of any form, other than on foot
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Insured or an **Insured Person**.
3. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
4. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
5. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising there from.
6. results from any **Pre-Existing Condition**.
7. results from any expenses, the payment of which would constitute "health insurance business" as defined under the Private Health Insurance Act 2007 (Cth).
8. results from any expense that is eligible to be paid by Medicare, as such payment by **Us** is prevented by section 126 of the Health Insurance Act 1973 (Cth).
9. is directly or indirectly consequent upon or contributed by the diagnosis of AIDS/HIV occurring within three (3) months of the **Period of Insurance**, and/or, not contracted from an occupational **Injury**.
10. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), other than under circumstances outlined in Section 5 Additional Benefits in respect of Occupationally Acquired AIDS/HIV
11. results from a sickness, illness or disease unless caused by **Injury**.

General Provisions

Subrogation

In the event of any payment under this **Policy**, **We** shall be subrogated to all of the Insured's rights and the rights of an **Insured Person** to recovery against any person or entity other than another Insured or **Insured Person** protected by this **Policy** and the Insured and the **Insured Person** must execute and deliver any instruments and papers and do whatever else necessary to enable **Us** to secure such rights. Neither the Insured nor the **Insured Person** shall take action after any loss which will prejudice **Our** rights to subrogation.

Other Insurance

In the event of a claim the Insured and/or **Insured Person** must advise **Us** as to any other insurance that either may have covering the same risk.

Breach of Provisions

If the Insured or **Insured Person** is in breach of any of the conditions or provisions of this **Policy**, **We** may decline to pay a claim.

Aggregate Limit of Liability

- a. Except as stated below, **Our** total liability for all claims arising under this **Policy** during any one **Period of Insurance** shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability.
- b. **Our** total liability for all claims arising under this **Policy** during any one **Period of Insurance** relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown on the **Schedule** against Aggregate Limit of Liability in respect of non-scheduled air travel.
- c. In the event that claims are made under this **Policy** which exceed the above Aggregate Limits of Liability, **We** shall reduce the payments made with respect to each **Insured Person** in such manner as **We** may determine. Any determination as to the amount payable in these circumstances shall be made at **Our** entire discretion and shall not be the subject of any challenge of any kind.

Currency

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

Applicable Law

Any dispute arising under this **Policy** or concerning its formation shall be governed by the laws of Victoria. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within Victoria and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such Court.

Assistance and Co-operation

The Insured and/or **Insured Person** shall co-operate with **Us** and, upon **Our** request, assist in making settlements, in the conduct of suits and in enforcing the right of contribution or indemnity against any person or organisation who may be liable to the Insured because of **Injury** or damage with respect to which insurance is afforded under this **Policy**. In that regard, the Insured and/or **Insured Person** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured and/or **Insured Person** shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Cancellation of the Policy

The Insured may cancel the **Policy** at any time by notifying **Us** in writing. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date **We** receive written cancellation. **We** shall retain a pro-rata proportion of the premium for the time the **Policy** has been in force and refund the balance to the Insured.

However, **We** will not refund any premium if **We** have paid a benefit under the Insured's **Policy**.

We may cancel this **Policy** in any of the relevant circumstances set out in the Insurance Contracts Act 1984 (as amended), such cancellation to take effect within sixty (60) days from the time of notification received by the Insured.

Claims

Notice of claim

The Insured or **Insured Person** entitled to claim under this **Policy** must give **Us** written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. The Insured or the **Insured Person** must at their expense give **Us** such certificates, information and other documentation as it may reasonable require. **We** may at our own expense have any **Insured Person**, who is the subject of a claim under this **Policy**, medically examined from time to time.

Claims offset

Except for **Events** 1 to 19 inclusive, there is no cover under this **Policy** for any loss, damage, liability, event or **Injury** which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. **We** will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Insured or the **Insured Person** would be otherwise entitled to recover under the **Policy**, where permissible under Law.

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:

- 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 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:

- 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.