



Group Personal Accident – School Students Insurance Policy

(Policy number SCPAG2023V1)

Issued to school councils by VMIA

For the period 1 July 2023
to 30 June 2024



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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**.

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**.

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

Excess means a period of time no benefit is payable for disablement.

Extortion means **Personal Extortion** or **Property Damage Extortion** as herein defined.

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.

Informant means any person, other than an **Insured Person**, providing information not otherwise obtainable, solely in return for a reward offered in relation to an **Insured Person**.

Injury means physical injury:

- caused by a violent, external and visible means; and
- which occurs fortuitously to an **Insured Person** during the **Period of Insurance**; and
- which results solely and directly and independently of any other cause in any of the events covered within twelve calendar months from the date of its occurrence, except in respect to Fee Relief where **Insured Person** is replaced by the parent, benefactor, guardian or "the person who pays the Insured Person's school fees".

Injury excludes any physical injury for which the **Insured Person** has received treatment or advice for treatment in the six (6) month period prior to the **Period of Insurance** or the time they became an **Insured Person**.

Insured means the schools named as the Insured in the Schedule.

Insured Person means a full-time student, exchange student, or childcare, kindergarten or pre-school student of the **Insured** who has been given access to the cover under this **Policy** in accordance with the **Policy** terms and conditions and with respect to whom premium has been paid or agreed to be paid.

Access shall not commence until the later of:

- the time the **Period of Insurance** commences; or
- the date the person meets the eligibility criteria agreed with the Insured (except for new students of the **Insured**, whereby access shall commence one school term prior to them starting school with the Insured, provided all such cover is limited to whilst the Insured Person is actually engaged in **School Activities**); or

Access shall end at the time:

- the **Period of Insurance** ends or the **Policy** is cancelled;
- the person is no longer an eligible to be an Insured Person (cover extended to include one school term after the final year of school with respect of Year 12 students of the **Insured**, provided all such cover is limited to whilst the **Insured Person** is actually engaged in **School Activities**); or
- 4:00pm Eastern Standard Time of the third business day after the day on which **We** advise the Insured in writing that the person no longer is eligible for access or such later time as **We** may specify in the notice.

Kidnapping means any event or connected series of events of seizing, detaining or carrying away by force or fraud, on or more **Insured Persons** (except a minor by his or her parent or guardian) for the purposes of demanding **Ransom Monies**.

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

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

Loss of Mental Powers means the **Permanent** loss of mental powers resulting in the total inability to attend school classes or activities except in a school reserved for mentally handicapped persons.

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.

Organised Sporting Activities means the time on a 24 hours per day, 7 days per week basis that the Insured Person is engaged in activities organized by or under the control of an organisation that is a member of an established sporting association of which the Insured Person is registered and/or a paid-up participant including all associated travel to and from such activities.

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.

Personal Extortion means any threat or connected series of threats to kill, physically injure or kidnap an **Insured Person**, communicated for the purpose of demanding **Ransom Monies**, where the **Ransom Monies** are not in the possession of the **Insured Person** at the time of the threat.

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

Premises means that portion of any building occupied by the **Insured** as a place to conduct business or a residence occupied by an **Insured Person**.

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

Property Damage Extortion means any threat or connected series of threats to damage the property of an **Insured Person**, communicated for the purpose of demanding Random Monies, where the **Ransom Monies** are not in the possession of the **Insured Person** at the time of the treat.

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

Ransom Monies means any monies which the relevant person has paid (or lost in-transit/delivery) under circumstances described in insured events 1, 2 or 3. The term 'Monies' includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

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

School Activities means the time on a 24 hours per day, 7 days per week basis that the **Insured Person** is engaged in activities in any way connected with the Insured including but not limited to all extracurricular activities, academic, sporting, cultural or artistic activities, work experience or vocational training at all locations worldwide including all associated travel to and from such activities. Where the **Insured Person** is your boarder, **School Activities** means in addition to the foregoing, any time the Insured Person is on property occupied by the Insured.

Terrorist Act means any actual or threatened use of force or violence directed at or causing damage, **Injury**, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the state or unstated objective of pursuing economic, ethnic, nationalists, political, racial, or religious interest, whether such interest, are declared or not. Robberies or other criminal acts, primarily committed for personal gains and acts arising primarily from prior personal relationship between perpetrator(s) and victims(s) shall not be considered **Terrorist Acts**. **Terrorist Act** shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.

Trauma Counselling means the treatment provided by a registered psychologist and/or psychiatrist who is not an **Insured Person** or their relative.

Victim means an **Insured Person** who is the subject of an insured event.

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

Section 1 - Personal Accident Cover

Extent of Cover

If, as a result solely and directly of **Injury**, an **Insured Person** suffers from an **Event** described in 1.1, 1.2 or 1.3 of the following Table of Events or is entitled to a benefit described in 1.4, **We** will pay compensation for that **Event** or benefit which occurs within twelve months of **Injury** and whilst the **Insured Person** meets the eligibility criteria applicable to **Insured Persons** as at the time of the event.

Cover for **Accidental Death** is not limited to whilst the **Insured Person** is actually engaged in **School Activities** or **Organised Sporting Activities** and shall apply on a 24 hours per day, 7 days per week basis.

Table of Events

1.1. Lump Sum Benefits

THE EVENTS Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury	THE BENEFIT (\$) EACH INSURED PERSON
1. Accidental Death	50,000
2. Paraplegia or Quadriplegia	750,000
3. Loss of sight of both eyes	350,000
4. Loss of sight of one eye	150,000
5. Partial Loss of sight of both eye or one eye only	65,000
6. Loss of use of two Limbs	300,000
7. Loss of use of one Limb	150,000
8. Loss of mental powers	750,000
9. Loss of hearing in:- a. both ears b. one ear	150,000 50,000
10. Partial Loss of hearing in both ears or one ear only	15,000
11. Loss of speech	100,000
12. Permanent Loss of use of four Fingers and Thumb of either Hand	80,000
13. Permanent Loss of use of four Fingers of either Hand	50,000

THE EVENTS Injury resulting directly in the following Event(s) , which occur within twelve (12) months of the date of the Injury	THE BENEFIT (\$) EACH INSURED PERSON
14. Permanent Loss of use of one Thumb of either Hand	30,000
15. Permanent Loss of use of Fingers of either Hand	50,000
16. Permanent Loss of use of Toes of either Foot	20,000
17. Fractured leg or patella with established non-union	20,000
18. Shortening of leg by at least 5cm	10,000
19. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	
a. Which covers 40% of the entire external body or greater	320,000
b. Which covers between 20% and 40% of the entire external body	100,000
20. Permanent Disablement not otherwise provided for in Events 2 to 16	Such percentage of \$75,000 as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the compensation provided under Permanent Disablement.
21. Ligament and organ damage	
a. Ligament – knee, ankle, hip, spine, neck shoulder	2,000
b. Organ – spleen, kidney, liver, lung, heart	2,000

1.2. 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, spine, pelvis or hip	3,000
23. Arm, elbow, wrist, leg, ankle or knee	500
24. Finger, toe, hand, foot, rib	200
25. All other breaks	500

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 25.

The maximum benefit payable for any one **Injury** resulting in fractured bones against **Event** 17 to 18 and 22 to 27 shall be \$75,000.

1.3. Dislocations

THE EVENTS	THE BENEFITS (\$)
Injury resulting directly in the following Event which occur within twelve (12) months of the date of Injury :	EACH INSURED PERSON
26. Dislocations:-	
a. Hip	500
b. Knee, shoulder blade, collarbone or jaw	250
c. All other dislocations	150

1.4. Dental Procedures Benefits

THE EVENTS	THE BENEFIT(S)
Injury resulting directly in the following loss or procedure(s) which occurs within five (5) years of the date of Injury .	EACH INSURED PERSON Lump sum benefit payable, regardless of actual costs involved.
27. Loss of teeth	
a. Second (not being dentures or fillings)	300 (per tooth)
b. First (milk)	100 (per tooth)
28. Crowning of damaged teeth (with case metal or porcelain or similar restorations)	300 (per tooth)
29. Other damage	50 (per tooth)

The maximum benefit payable for any one **Injury** resulting in loss of teeth or dental procedures against **Event** 27 to 29 shall be \$5,000.

1.5. Additional Benefits

Non-Medicare medical expenses

If an **Insured Person** suffers an **Injury**, **We** will pay 100% of the **Non-Medicare Medical Expenses** up to a maximum of \$7,500, 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.

Student tutorial benefit

If during the **Period of Insurance** an **Insured Person** suffers an **Injury** 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 \$300 per week payable, after the **Excess** period of fifteen (15) days, during the continuous ongoing restriction from attendance to school of the **Insured Person**. The maximum benefit period payable is fifty-two (52) 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**.

Home help benefit

If during the **Period of Insurance** an **Insured Person** suffers an **Injury**, **We** will pay the expenses necessarily incurred thereafter to assist in the care at home of full-time student who are not a **Bed Care Patient**, up to \$300 per week, after the **Excess** period of fifteen (15) days. Expenses may include but are not limited to baby sitter fees, additional food expenses that would not ordinarily have been incurred, or additional expense incurred by non-immediate family members required to care for the **Insured Person**. The maximum benefit period payable is fifty-two (52) weeks.

Extra Travel

If during the **Period of Insurance** an **Insured Person** suffers an **Injury** covered by this **Policy**, **We** will pay necessary travel expenses, after the **Excess** period of fifteen (15) days, such as taxi fares that would not ordinarily have been incurred had the **Insured Person** not sustained an **Injury**, up to \$300 per week for a maximum benefit period of fifty-two (52) weeks.

Bed care benefit

If during the **Period of Insurance**, an **Insured Person** suffers an **Injury** covered by this **Policy** and within twelve (12) months is necessarily admitted to a hospital as an inpatient or confined to bed under the continuous care of a registered nurse as recommended by a **Doctor** for the treatment of such **Injury**, **We** will pay \$100 per day for each continuous 24 hour period of such confinement. The maximum benefit payable shall not exceed 365 days. Bed Care Patient does not include being a patient in any institution used primarily as a place of rest, a mental institution, or a place of the care or treatment of alcoholics or drug addicts.

Clothing, Educational and/or Sporting Equipment

If during the **Period of Insurance**, an **Insured Person** suffers an **Injury** which is covered by this **Policy** for which treatment was required and administered by a qualified health care provider, **We** will pay for clothing, education, and/or sporting equipment lost or damaged as a result of the **Injury** up to but not exceeding \$500 per accident, per student.

Parent / Guardian Visitation

If during the **Period of Insurance** an **Insured Person** suffers an **Injury** covered by this **Policy**, **We** agree to pay the necessary and reasonable travel and accommodation expenses incurred by an **Insured Person's** parent(s) and/or guardian(s) as a result of travelling a distance greater than 60 kilometres from their normal place of residence to visit the **Insured Person**, up to a maximum benefit payable of \$2,500.

Section 2 – Kidnap and Ransom / Extortion and Personal Assets

Extent of Cover

If, as a result of an event described below and whilst the **Insured Person** is engaged in **School Activities** or **Organised Sporting Activities**, **We** will indemnify the **Insured** or the **Insured Person** or his/her parent, benefactor or guardian (referred to as the relevant person below) for covered losses incurred by them, subject to the terms, conditions and exclusion of the Policy.

Insured Events

Kidnap and Ransom/Extortion and Personal Assets	THE BENEFIT (\$)
1. Kidnapping or alleged Kidnapping of Insured Persons	
2. Personal Extortion threats to Insured Persons	300,000
3. Property Damage Extortion threats to Insured Persons	

2.1 Ransom Monies

Ransom Monies paid by the relevant person with their approval resulting directly from a **Kidnapping** or **Extortion** occurring during the **Period of Insurance**.

2.2 In-Transit/Delivery

Loss of **Ransom Monies** due to destruction, disappearance, confiscation or wrongful appropriation while being delivered to person(s) demanding the **Ransom Monies** by anyone who is authorised by the relevant person paying them to have custody of them; provided, however, that the **Kidnapping** or **Extortion** which gave rise to the delivery is insured under Section 2.

2.3 Expenses

Any reasonable and necessary expenses incurred and paid by the relevant person with their approval solely and directly as a result of an insured event covered under this Section, including but not limited to:

1. the amount paid as reward to an Informant for information relevant to any covered insured event; and
2. interest costs for a loan from a financial institution made to the relevant person for the purpose of paying **Ransom Monies**; and
3. reasonable costs of travel and accommodation as follows:
 - a) costs incurred by the relevant person while attempting to negotiate an incident covered under an insured event;
 - b) travel costs of a **Victim** to join their immediate family upon their release;
 - c) travel costs to evacuate, or hotel costs of, an **Insured Person** and/or relatives living in the same household as the **Insured Person** who is the **Victim**;
4. reasonable and necessary overseas medical services and hospitalisation costs incurred by the relevant person as a result of a covered insured event within thirty-six month of either the release of the **Victim** or the last credible **Extortion** threat made during the **Period of Insurance**. These include but are not limited to any costs for treatment by a neurologist or psychiatrist, cost of cosmetic surgery, and expense of confinement for such treatment. Cover under this paragraph is also extended to other person involved in the handling or negotiation of a covered insured event.

5. reasonable and necessary fees and expenses of independent forensic analysts engaged by the relevant person.
6. rest and rehabilitation expenses, including travel, lodging, meals and recreation of the **Victim** and relevant person.
7. reasonable and necessary fees and expenses of a qualified interpreter assisting the relevant person in the event of a covered insured event.
8. increased costs of security due to a covered insured event including but not limited to hiring of securing guards, armoured vehicles and overtime pay to existing security staff, for a period of a up to ninety days, provided however that the independent security consultant(s) approved by Us have specifically recommended such security measures.

2.4 Consultants

Reasonable fees and expenses of any independent security consultants or other public relation or recall consultants, where the consultant and their fees and expenses have been approved by **Us**.

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 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 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.

Emergency Transport

If during the **Period of Insurance** an **Insured Person** suffers an **Injury**, **We** agree to pay 100% of expenses incurred up to a maximum of \$7,500 (per accident, per student) to recover and transport an **Insured Person** to a Hospital or other safe location.

Fee Relief

If during the **Period of Insurance** the parent or guardian of an **Insured Person** dies, **We** agree to pay a maximum of four terms of school fees (tuition and boarding) to the school up to a maximum benefit payable of \$15,000.

Trauma Benefit

If during the **Period of Insurance** an **Insured Person** or a group of **Insured Persons** suffers a psychological trauma as a result of them being a victim of, or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism provided always the insured events occur whilst the **Insured Person** is engaged in **School Activities** or **Organised Sporting Activities**, **We** will pay up to \$20,000 with respect to any one event for the cost of **Trauma Counselling** provided that such treatment is certified as necessary by a **Doctor** for the wellbeing of the **Insured Person**.

We will not be liable to pay a benefit that would result in **Us** contravening the Private Health Insurance Act 2007 (Cth) or any other legislation.

General Conditions

1. If an **Insured Person** suffers an **Injury** resulting in any one of **Event** 1 to 20, **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 20 in respect of the same **Injury**.
3. Benefits shall not be payable unless, as soon as possible after the happening of any **Injury** giving or likely to give rise to a claim under the **Policy**, the **Insured Person** obtains and follows proper medical advice from a **Doctor**.
4. All benefits shall be payable to the **Insured** or such person/s, such as parent, benefactor or guardian, and in such proportions as the **Insured** shall nominate.

Specific Conditions Applicable to Section 2

Prior to Payment

In the event of an insured event occurring during the **Period of Insurance**, and in the case of a **Kidnapping** or **Extortion**, prior to the payment of **Ransom Monies**, the **Insured**, **Insured Person** or his/her parents or guardian will make every reasonable effort to:

- a) determine that an insured event has actually occurred; and
- b) give immediate oral and written notice to **Us** with periodic and timely updates concurrent with activity occurring during the incident.

Due Diligence

Any person entitled to cover will use due diligence and do and concur in doing all thing reasonable practicable to avoid or diminish and loss(es) insured under this Section.

Other Insurance

To the extent permitted by law, the cover provided under this Section will be only in excess of any other valid and collectable bond or insurance available in relation to the relevant loss or damage.

Assistance and Co-operation

The **Insured** and **Insured Person** or his/her parents or guardian or other person entitled to claim will co-operation with **Us** in all matters relating to this Section. This may including attending hearing and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in achieving settlement and in conducting litigation, arbitration or other proceedings.

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
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the **Insured** or an **Insured Person**.
3. 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 sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.
6. results from pregnancy or childbirth or miscarriage.
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).

Specific Exclusions applicable to Section 2

We will not be liable for loss caused by or resulting either directly or indirectly from or involving:

1. the fraudulent, dishonest, or criminal acts of the Insured, any **Insured Person**, the parent or guardian of the **Insured Person** or any other person authorised by them to have custody of any **Ransom Monies**. This exclusion will not apply to the payment of **Ransom Monies** in a situation where local authorities have declared such payment illegal; or
2. monies or property surrendered away from the **Premises** in any face to face encounter involving the use of threat of force or violence unless surrendered by a person in possession of such monies or property at the time of such surrender for the sole purpose of conveying it to pay because of any **Extortion** or demand for **Ransom Monies** previously communicated; or
3. monies or property surrendered on the **Premises** unless brought onto the **Premises** because of any **Extortion** or demand for **Ransom Monies** for the purpose of paying that demand; or
4. actual loss or damage to property of any description, including intellectual property, as a result of an insured event or the carrying out of a **Personal Extortion** or **Property Damage Extortion** threat. This exclusion does not apply to cover loss In-Transit/Delivery.
5. any loss arising out of any **Terrorist Act**;

General Provisions

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).

Physical Examinations and Autopsy

We have the right to:

- a) have an **Insured Person** medically examined at **Our** expense, when and as often as **We** may reasonably require after an **Insured Person** has submitted a claim under the **Policy**; and
- b) reasonably request an autopsy in case of death where autopsy is not forbidden by Law.

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.

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 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 it has 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 21 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.

Time of the Payment of Claim

Benefits payable under the Policy for any loss will be paid immediately upon receipt of due written proof of loss, subject to the conditions and definitions contained within this Policy.

Privacy Statement

We are committed to protecting any information and data, including personal information and health information we collect, handle, store or disclose about you through our services. We manage all information and data, including personal and health information in accordance with the *Victorian Managed Insurance Authority Act 1996 (Act)*, the *Privacy and Data Protection Act 2014*, the *Health Records Act 2001*, the *Freedom of Information Act 1982*, and our [Privacy Policy](#).

From time to time, in accordance with our legislative and regulatory frameworks and applicable laws, we may be required to disclose information concerning policies or claims to government bodies authorised by Victorian or Commonwealth legislation.

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.