



Professional Indemnity Insurance Policy

(Product Number CSO-PI-M01)

Issued to Community Service
Organisation clients of VMIA



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About this Policy

This **Policy** incorporates the **Schedule**, Conditions, Exclusions, Definitions and Endorsements (if any) and any other terms herein (**Policy**) which are to be read together, and any word or expression to which a specific meaning has been given in any part of this **Policy** shall bear this meaning wherever it may appear unless such meaning is inapplicable to the context in which such word or expression appears.

The Victorian Managed Insurance Authority (**VMIA**) 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 and participating bodies.

The **Named Insured** are community based organisations receiving funding from Victorian Government, or who have been mutually agreed between VMIA and the participating State Departments to receive cover under this **Policy**.

In addition to providing funding to the **Named Insured**, the Victorian Government has undertaken to arrange Professional Indemnity insurance on behalf of the **Named Insured** via its insurer, **VMIA**.

This **Policy** sets out the insurance the Victorian Government has arranged for the **Named Insured** through **VMIA**.

1. Insuring clauses

VMIA hereby agrees subject to the limitations, terms and conditions hereinafter mentioned or endorsed hereon:

1.1 Professional Indemnity Cover

To indemnify the **Insured** against any **Claim** or **Claims**, including **Economic Loss** and **Defence Costs** not in addition to the **Limit of Liability**, which may be made against the **Insured** and which are notified to **VMIA** during the **Period of Insurance** specified in the **Schedule**:

1.1.1 Breach of Professional Duty

for breach of professional duty in the **Profession**, by reason of act, error or omission committed or alleged to have been committed after the **Retroactive Date** if one is specified in the **Schedule** wherever the same was or may have been committed or alleged to have been committed on the part of the **Insured** in the conduct of any business carried on by or on behalf of the **Insured** in the **Profession** stated in the **Schedule**;

1.1.2 Breach of Federal and State Consumer Law

for financial **Economic Loss** caused directly by a breach of professional duty in the **Profession** stated in the **Schedule** by the **Insured** (which is neither deliberate nor fraudulent, and which occurs after the **Retroactive Date** if one is specified in the **Schedule**) which is misleading or deceptive conduct at law or under the *Corporations Act 2001 (Cth)*, *Australian Securities and Investments Commission Act 2001 (Cth)*, *Competition and Consumer Act 2010 (Cth)* or the equivalent Sections of the Fair Trading Act enacted by the States and Territories of Australia, except in respect of any part of any such **Claim** or **Claims** made pursuant to the penal or criminal provisions of those Acts;

1.1.3 Formal Investigation and Representation Expenses

VMIA will pay to or on behalf of the **Insured**, claims first made and notified during the **Policy Period** for all reasonable **Representation Expenses** incurred by the **Insured** in respect of any **Formal Investigation**.

1.1.4 Fraud and Dishonesty

for breach of professional duty in the conduct of any business carried on by or on behalf of the **Insured** in the **Profession** stated in the **Schedule** arising out of or contributed to by the dishonest, fraudulent, criminal or malicious conduct committed or alleged to have been committed after the **Retroactive Date** if one is specified in the **Policy Schedule** of employees, fellow directors or fellow officers but this **Policy** does not provide indemnity to any person committing or condoning such dishonest, fraudulent, criminal or malicious conduct;

1.1.5 Personal Injury

Claim or **Claims**, include **Claim** or **Claims** for compensation, for **Personal Injury** by reason of any act, error or omission committed or alleged to have been committed after the **Retroactive Date** and prior to the **Period of Insurance**.

1.1.6 Trustee Liability

by reason of act, error or omission committed or alleged to have been committed after the **Retroactive Date** if one is specified in the **Schedule** arising in respect of any appointments held individually by any of the **Insured** when acting as Trustees or Executors of any deed or will or as Trustees, Receivers, Managers, Liquidators, Directors or Secretaries of companies or bodies corporate (including partial secretarial work such as share transfers and the like or as manager of a charity) provided the income or fees received from such appointments form part of the income of the business of the **Insured** and only if such **Claim** or **Claims** would have been covered under clause 1.1.1 above but for the fact that such person was so acting;

2. Extensions

2.1 Automatic Reinstatement

Upon notification to **VMIA** during the **Period of Insurance** of any **Claim** made against the **Insured** or of circumstances which are likely to give rise to a **Claim**, this **Policy** shall be deemed to be reinstated for such amount, if any, as may be ultimately paid by **VMIA** in respect of such **Claim**, so as to remain in force during the **Period of Insurance** for the **Limit of Liability**, the **Limit of Liability**, as stated in the **Schedule**; provided always that the aggregate of the amounts so reinstated shall not exceed an amount equal to such original **Limit of Liability**, (subject to the provisions of the **Policy**) costs and expenses incurred in the defence or settlement of any **Claim**, are part of, and not in addition to the **Limit of Liability** as set out in the **Schedule**.

2.2 Fidelity

If a **Limit of Liability** is specified in the **Schedule** for this Extension **VMIA** will indemnify the **Insured**, up to but not exceeding in the aggregate for all **Claims** under this Extension the sum stated in the **Schedule**, against any loss of money or any other property for which the **Insured** named in the **Schedule** is legally liable to third parties and which loss the **Insured** shall, during the **Period of Insurance**, discover has been sustained in consequence of any dishonest or fraudulent act or omission of any person for whose conduct the **Insured** named in the **Schedule** is legally liable.

The **Insured** shall forthwith notify **VMIA** of any such loss and **VMIA** shall not be called upon to indemnify the **Insured** until and unless prosecution of the person or persons responsible for such loss has resulted in a finding of guilt, in respect of such person or persons, by a competent court of law.

All costs incurred by the **Insured** to substantiate its loss are to be borne by the **Insured**. The **Excess** stated in the **Schedule** shall apply to each and every individual act of dishonesty or fraudulent act or omission, the subject of a **Claim** hereunder.

2.3 Loss of Documents

If a **Limit of Liability** is specified in the **Policy Schedule** for this Extension, the following coverage is provided, and Exclusion 4.10 is deleted:

If, during the period of insurance, the **Insured** shall discover and within 7 days after the date of discovery gives written notice thereof to **VMIA** that any **Document(s)** which in the conduct of the **Profession** stated in the **Schedule** is/are entrusted to the **Insured** have within the territorial limits of Commonwealth of Australia, Papua New Guinea or New Zealand been destroyed or damaged or lost or mislaid and after diligent search cannot be found, this **Policy** shall indemnify the **Insured** for

- a. legal liability which it may incur to third parties in consequence of such **Documents** having been destroyed, damaged, lost or mislaid; and
- b. all costs, charges and expenses reasonably incurred by the **Insured** in replacing and/or restoring such **Documents**.

Provided always that:

- i. the amount of any **Claim** for costs, charges and expenses referred to above shall be supported by proper and adequate records and accounts.
- ii. **VMIA** shall not be liable for any loss brought about by wear or tear or any other gradually operating causes
- iii. the **Limit of Liability** under this **Policy** shall not be increased by reason of this Extension.

2.4 Intellectual Property

VMIA will indemnify the **Insured** in respect of a claim or claims made against the **Insured** for any unintentional breach or infringement of copyright, trademarks, registered designs or patents, or any plagiarism or breach of confidentiality, provided that no indemnity shall be afforded to any **Insured** intentionally committing, assisting or condoning such act, error or omission.

3. Definitions

Wherever used in this policy, the following terms shall be deemed to have the meanings ascribed to them below:

3.1 Business

Business means **Profession** as stated in the **Policy Schedule**.

3.2 Claim or Claims

Claim or **Claims** means;

- a. any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counter-claim or third or similar party notice issued against or served on the **Insured**;
- b. the receipt by the **Insured** of any written or verbal notice of demand for compensation made against the **Insured**;
or
- c. any **Formal Investigation** first commenced and notified during the **Policy Period**.

3.3 Deductible

Deductible means deductible or **Excess** amounts stated in the **Policy Schedule**.

3.4 Defence Costs

Reasonable and necessary fees, costs and expenses (other than regular wages, salaries, fees or commissions payable to any **Insured**, or any other internal expenses of the **Insured**) incurred with the prior written consent of **VMIA** (which will not be unreasonably withheld or delayed) by or on behalf of the **Insured** in the investigation, defence, settlement or appeal of any claim.

For the sake of clarity, **Defence Costs** does not include fees, costs and expenses incurred by the **Insured** with respect to judicial reviews or administrative proceedings which form a part of and are an ordinary function of the **Insured's Business**.

3.5 Document

Document means any documents whatsoever including computer records and electronic or digitised data but shall not include any currency, cheque, bill of exchange, draft, letter of credit, promissory note, money order or other negotiable instruments.

3.6 Economic Loss

Any amount which the **Insured** becomes legally liable to pay for financial loss arising from the **Profession** including reasonable **Defence Costs**.

3.7 Excess

Excess means the amount stated in the **Policy Schedule**.

3.8 Formal Investigation

Formal Investigation means a formal administrative or formal regulatory inquiry of an **Insured** by a governmental, regulatory, self-regulatory, professional, statutory or official body or institution including a Royal Commission, Commission of Inquiry, or judicial body that is empowered by the law to investigate the **Insured** and which is in consequence of a written notice given:

- a. to the **Insured** of the intention to conduct such formal administrative or formal regulatory inquiry; or
- b. by the **Insured** in relation to any matter which the **Insured** believes may be a breach of its legal or regulatory obligation with respect to the conduct of its **Business**.

Formal Investigation does not include:

- c. judicial reviews or administrative proceedings which form a part of and are an ordinary function of the Insured's business; or
- d. any **Formal Investigation** conducted by Parliamentary Workplace Standards and Integrity Commission.

3.9 Insured

Insured means:

- a. the **Named Insured**;
 - i. any corporation, company, organisation entity including subsidiaries and/or **Subsidiary Association** thereof (now or hereafter constituted) controlled by the **Named Insured**; and
 - ii. any other company or entity coming under the **Named Insured**'s control or in which it assumes participative management except as specifically excluded by this **Policy**, whose place of incorporation is the State of Victoria, unless otherwise agreed by **VMIA**;
- b. director, executive officer, committee member, **Employee**, partner or shareholders of the **Insured** or of a company designated in paragraph (a) above only while acting within the scope of their duties in such capacity;
- c. any organisation, person, principal or lessor in respect of the liability of such organisation or person arising out of an obligation or the performance by the **Insured** or by a corporation designated in paragraph (a) above under any contract or agreement whether expressed or implied to the extent required by such contract or agreement;
- d. any officer, member, employee or voluntary helper of the **Insured**'s canteen, social, sports or welfare organisations, or first aid in respect of claims arising from duties connected thereto;
- e. the Department, defined in the **Named Insured** in the **Schedule**, in respect of liabilities arising out of actions of the **Named Insured** and arising in connection with the **Business**. Notwithstanding the above and other references to the **Insured** in this **Policy** it is agreed that it is not the intention of the parties that the Department, defined in the **Named Insured** in the **Schedule**, be covered or entitled to seek indemnity under this **Policy** for anything other than its contingent liability arising out of the actions of the **Named Insured** in connection with the activities of their business;
- f. contracted persons receiving payment for providing educational, informational or training services or activities that are approved by the committee of management of the **Named Insured** but only when providing these services or training on behalf of the **Named Insured**;
- g. families and volunteers whilst involved with the Making a Difference Program;
- h. voluntary care-givers and assistants in home-based and residential care schemes of the Department, defined in the **Named Insured** in the **Schedule**, their immediate families and other residents permanently living with the voluntary care-givers and assistants;
- i. persons cared for under the Department, defined in the **Named Insured** in the **Schedule**, home-based and residential care schemes;
- j. any work experience participants;
- k. any patron of the **Named Insured**, but only whilst that patron is engaging in voluntary activities on behalf of the **Named Insured**;
- l. the licensee, the person, members of the partnership, company or corporation or institution named as the **Insured** in the **Schedule**; and
- m. any person who is or becomes or ceases to be during the **Period of Insurance** a principal, partner, director, **Employee**, voluntary worker, social worker, advisory board member, committee member or work experience student of the **Insured** as named in the **Schedule**, but in each case only in respect of work carried out in the conduct of the **Insured**'s profession by the **Insured**.

3.10 Internal Costs and Expenses

Internal Costs and Expenses means those reasonable and necessary legal costs and expenses including additional salaries or wages, incurred by the Insured in the course of its **Business**. **Internal Costs and Expenses** will not include regular wages, salaries or fees incurred by the **Insured**.

3.11 Limit of Liability

Limit of Liability means all amounts stated in the **Policy Schedule**.

3.12 Named Insured

Named Insured means the community service organisation specified in the schedule as the **Insured** and includes any **Subsidiary Associations** of the **Named Insured** existing prior to or at the inception of this **Policy**.

3.13 Profession

Profession shall include the profession as described in the **Schedule** and the activities of any canteen, social, sports, welfare and/or childcare organisations or first aid, medical services referred to in paragraph 3.7 above.

3.12 Period of Insurance

Period of Insurance means period of time stated in the **Policy Schedule**.

3.15 Personal Injury

Personal Injury means:

- a. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and/or mental injury including loss of services resulting therefrom; or
- b. false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation.
- c. for libel and slander committed or alleged to have been committed after the **Retroactive Date** if one is specified in the **Schedule** by the **Insured** in the conduct of the **Profession** stated in the **Schedule**.

3.16 Policy

Policy means this policy wording, the **Policy Schedule** and any other document that **VMIA** tells the **Insured** forms part of the policy describing the insurance contract between the **Insured** and **VMIA** at the time this **Policy** inceptioned.

3.17 Policy Period

Policy Period means the **Period of Insurance** stated in the **Policy Schedule**.

3.18 Profession

Profession shall include the profession as described in the **Policy Schedule**.

3.19 Property Damage

Property Damage means:

- a. 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
- b. 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**.

3.20 Representation Expenses

Representation Expenses means all reasonable and necessary **Internal Costs and Expenses** incurred with the prior written consent of **VMIA** by or on behalf of the **Insured** for the principle purpose of the **Insured** preparing documents and

information for, responding to or attending at any **Formal Investigation** or any other inquiry, coronial inquest or fatal accident inquiry relevant to the indemnity provided under this **Policy**.

For the sake of clarity, **Representation Expenses** does not include fees, costs and expenses incurred with respect to judicial review of administrative proceedings which form part of and are an ordinary function of the **Insured's Business**.

3.21 Retroactive date

Retroactive date means the date stated in the **Policy Schedule**.

3.22 Schedule

Schedule means schedule issued with this **Policy** wording.

3.23 Sub-Limit of Liability

Sub-Limit of Liability means the applicable sub-limit stated in the **Policy Schedule**.

3.24 Subsidiary Association

Subsidiary Association means associations or other organisations in respect of which the **Named Insured**:

- a. controls the composition of the Board; or
- b. controls more than half of the voting power.

3.25 VMIA

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

4. Exclusions

This policy does not apply to and does not provide indemnity in respect of:

4.1 Abnormal Duty

This **Policy** shall not indemnify the **Insured** in respect of any **Claim** made against the **Insured** which relates to any duty or obligation assumed by the **Insured** which is not assumed in the normal conduct of the **Insured's** profession as stated in the **Schedule** unless such duty or obligation has been stated in the proposal or declaration and is incorporated in this **Policy** by specific Endorsement appearing herein.

4.2 Breach of Federal and State Consumer Law

subject to the insuring clause 1.1.1 of the **Policy**, any liability which the **Insured** may incur pursuant to any provision of the *Competition and Consumer Act 2010 (Cth)* or any Fair Trading Act enacted by a State or Territory of the Commonwealth of Australia.

This exclusion does not apply to a liability, which would have attached to the **Insured** pursuant to the Law of Tort in the absence of such statutory liability.

4.3 Claims prior to Retroactive Date

any **Claim** for **Personal Injury** or **Property Damage** by reason of act, error or omission committed or alleged to have been committed on or prior to the **Retroactive date**.

4.4 Construction Activities

This policy will not indemnify any **Insured** for **Claim or Claims** in connection with any earthwork or construction activities (including the design, specification, construction, erection, demolition whether partial or complete, alteration, addition or renovation of buildings, earthworks or structures) performed by or on behalf of the **Insured** where the total contract or estimated value of all earthworks and construction activities forming part of one project or a series of related projects exceeds \$500,000 in value.

4.5 Contractual Liability

- a. any liability assumed under any contract, agreement, guarantee or warranty; or
- b. any liability arising out of any intentional, deliberate or wilful breach of contract by the **Insured**.

This Exclusion 4.5 (a) will not apply to;

- i. liability that would have attached to the **Insured** in the absence of such contract, agreement, guarantee or warranty; or
- ii. liability assumed as per 3.7 clause (c) under the definition of **Insured**, but only to the extent of the terms of that indemnity granted under contract or agreement.

4.6 Dishonesty

Any **Claim** in connection with;

- (a) dishonest, fraudulent act or any wilful violation or breach of law by an **Insured** or any person the **Insured** is legally responsible; or
- (b) any **Insured** who has gained any personal profit, remuneration or advantage to which such **Insured** is not legally entitled.

4.7 Fines and Penalties

any **Claim** for fines, penalties, punitive damages, aggravated or exemplary damages.

4.8 Foreign Claims

- a. any **Claim or Claims** made or commenced against the **Insured** in a court of law outside the Commonwealth of Australia, Papua New Guinea or New Zealand; or
- b. any **Claim or Claims** made or commenced in a court of law within the Commonwealth of Australia, Papua New Guinea or New Zealand to enforce a foreign judgement whether by way of reciprocal agreement or otherwise;

4.9 Geographic limitations

VMIA will not be liable to make any payment under this **Policy** whatsoever in respect of activities directly connected with the **Named Insured**'s interstate operations, unless otherwise agreed and endorsed in the **Schedule**.

4.10 Loss of Documents

any **Claim** brought about or contributed to by loss or damage to documents, save to the extent that indemnity may be provided by Extension 2.3.

4.11 Other Insurance

To the extent that any **Claim** for which the **Insured** is or would be entitled to any indemnity under any other Insurance required by law to be in effect or any other Insurance, Statutory Fund or Fidelity Fund of any description;

4.12 Prior Claims

This **Policy** shall not indemnify the **Insured** in respect of:

- a. any **Claim or Claims** made against the **Insured** prior to the commencement of the **Period of Insurance** stated in the Schedule; or
- b. any **Claim or Claims**, and/or circumstances notified under any previous policy; or
- c. any **Claim** or circumstances which may give rise to a **Claim** which was known to the **Insured** at the inception date or any subsequent renewal of this **Policy**; or
- d. Notwithstanding Exclusion 4.12 (a), (b) and (c) of this **Policy**, VMIA will indemnify the **Insured** in respect of any **Claim** that arises from facts that were known to the **Insured**, but were not notified to VMIA during a previous period of indemnity, if:
 - i. VMIA had agreed to indemnify the **Insured** at the time the facts first became known to it ('the previous indemnity period') and has continued to agree to provide such indemnity from then until the date of actual notification; and
 - ii. but for the failure of the **Insured** to notify VMIA during the previous indemnity period, the **Insured** would have been entitled to indemnity from VMIA during the previous indemnity period;
 - iii. but for Exclusion 4.12 (c), the **Insured** would be entitled to indemnity under this **Policy**; and
 - iv. the **Insured** has not committed or attempted to commit fraudulent nondisclosure or fraudulent misrepresentation.
- e. VMIA is only liable to indemnify the **Insured** under clause 2.1 to the extent that it would have been obliged to indemnify it under the conditions in effect during the previous indemnity period. VMIA may reduce its liability to the **Insured** by the amount that fairly represents the extent to which VMIA has been prejudiced as a result of the late notification.

4.13 Provision of Health Care Services

This policy does not apply to, and does not provide indemnity, in respect of legal liability of the **Insured** or of any **Professional Person** for **Personal Injury**, loss or damage, caused by error, omission or breach of professional duty in the provision of **Health Care Services**, to a patient or client of a **Professional Person**.

Professional Person means any person appointed, engaged or employed by the **Insured** to provide **Health Care Services** and for whose conduct the **Insured** is liable at law.

Health Care Services means the provision of surgical, medical, radiological, anaesthetic, paramedical or nursing services rendered to patients, including the provision of diagnostic and therapeutic procedures.

4.14 USA/Canada

any legal liability of whatsoever nature directly or indirectly arising:

- a. out of any act, error or omission committed or alleged to have been committed within the territorial limits of the United States of America, its Territories or Protectorates, or Canada; or
- b. in accordance with and pursuant to the laws of the United States of America, or Canada.

4.15 War and Terrorism

This **Policy** does not cover loss, damage or liability directly or indirectly occasioned by, or

- a. happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power to 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;
 - i. caused by or arising from or in consequence of or contributed to by nuclear weapons materials; or
 - ii. arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self-sustaining process of nuclear fission.

5. Conditions

5.1 Defence, settlement and cooperation

- a. The **Insured** shall not admit liability for or settle any **Claim** or incur any costs or expenses in connection therewith without the written consent of **VMIA** which shall be entitled to take over conduct, in the name of the **Insured**, of the defence or settlement of any **Claim**. If **VMIA** elects not to take over conduct of the defence or settlement of a **Claim**, **VMIA** shall be entitled to associate with the **Insured** in the defence or settlement of any **Claim** and the **Insured** shall not admit liability for or settle any **Claim** or incur any costs or expenses in connection thereof.
- b. **VMIA** may, if it believes that a **Claim** will not exceed the **Excess** stated in the **Schedule**, instruct the **Insured** to conduct the defence of such **Claim**. In such circumstances **VMIA** will reimburse the **Insured** for all reasonable **Defence Costs** in the event that any payment properly made by way of damages to dispose of the **Claim** exceeds such **Excess**.
- c. The **Insured** shall take all reasonable steps requested by **VMIA** to recover any **Economic Loss** and shall permit **VMIA**, if it so requests, to itself take such recovery action in the name of the **Insured** and in the event the **Insured** shall assist and co-operate with **VMIA** and shall provide **VMIA** with such information (including signed statements) as **VMIA** may reasonably require.

5.2 Limit of Liability

The liability of **VMIA** hereunder shall not exceed in the aggregate for all **Claims** under this **Policy** (including any Extension hereto) the **Limit of Liability** stated in the **Schedule**, except that (subject to the provisions hereof) **VMIA** will pay the costs and expenses incurred in the defence or settlement of any **Claim**, part of, and not in addition to, the **Limit of Liability** stated in the **Schedule**.

5.3 Notification of claims and circumstances

- a. The **Insured** shall as a condition precedent to their right to be indemnified under this **Policy** give to **VMIA** immediate notice in writing of any **Claim** made against the **Insured** whether such **Claim** be oral or in writing and shall upon request, give to **VMIA** such information as **VMIA** shall be entitled to **Claim** indemnity or contribution at any time in the name of the **Insured** from any party against whom the **Insured** may have such rights or as reasonably required to determine the nature and extent of any liability of **VMIA** in respect of any **Claim**.
- b. If during the currency of this **Policy** the **Insured** shall become aware of any circumstances which may subsequently give rise to a **Claim** against them for breach of professional duty as specified in the **Schedule** by reason of any act, error or omission and shall during the subsistence hereof give written notice to **VMIA** of such occurrence, then any such **Claim** which may subsequently be made against the **Insured** arising out of the act, error or omission shall for the purposes of this **Policy** be deemed to have been made during the subsistence hereof.
- c. All notifications to **VMIA** including notification of **Claims** or circumstances, shall be given to **VMIA**.

5.4 Other VMIA Policy

If the **Insured** makes a claim under this **Policy**, it is agreed that the claim also must not be made by the **Insured** under any other insurance **Policy** offered by the **VMIA** (notwithstanding the fact that such **Policy** may also respond to the claim), unless the **Insured** first withdraws the claim under this **Policy** in writing.

6. Cancellation

6.1 Cancellation by Insured

This **Policy** may be cancelled at any time at the request of the Department, defined in the **Named Insured** in the **Schedule**, in which case **VMIA** will retain the customary short-period rate for the time this **Policy** has been in force.

6.2 Cancellation due to certain conduct

VMIA may also cancel this **Policy** by giving the Department, defined in the **Named Insured** in the **Schedule**, by written notice to that effect where:

- a. the **Insured** or any person who was at any time the **Insured** failed to comply with the duty of utmost good faith;
- b. the person who was the **Insured** at the time when this **Policy** was entered into failed to comply with the duty of disclosure;
- c. the person who was the **Insured** at the time when this **Policy** was entered into made a misrepresentation to **VMIA** during the negotiations for this **Policy** but before it was entered into;
- d. the **Insured** or any person who was at any time the **Insured** failed to comply with a provision of this **Policy**, including a provision with respect to the payment of the Premium;
- e. the **Insured** has made a fraudulent **Claim** under this **Policy** or any other policy of insurance (whether with **VMIA** or some other insurer that provided insurance cover during any part of the period during which this **Policy** provides insurance cover;
- f. the **Insured** failed to notify **VMIA** of any specific act or omission where such notification is required under the terms of this **Policy**; or
- g. the **Insured** acted in contravention of or omitted to act in compliance with any condition of this **Policy** which empowers **VMIA** to refuse to pay, or reduce its/their liability in respect of, a **Claim** in the event of such contravention or omission.

6.3 Cancellation Notice

VMIA notice of cancellation takes effect at the earlier of the following times:

- a. the time when another policy of insurance between the **Insured** and **VMIA** or some other insurer, being a policy that is intended by the **Insured** to replace this **Policy**, is entered into; or
- b. 4.00 p.m. on the thirtieth business day after the day on which notice was given to the **Insured**.
- c. In the event that **VMIA** cancels this **Policy**, **VMIA** will repay (where applicable) to the Department, defined in the **Named Insured** in the **Schedule**, or for the purpose of self-funded premium paying **Named Insured** are community based organisations receiving funding from Victorian Government, a rateable proportion of the Premium for the unexpired period of insurance from the date of cancellation.
- d. If the **Named Insured** is a premium paying community based organisation, **VMIA** will refund the **Named Insured** for pro rata premium for the remaining time left until the date of cancellation of this insurance.

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.