



Journey Insurance Policy

(Policy number PAJ-M00)

Issued to clients of VMIA



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Insuring Clause

Cover under this **Policy** applies whilst an **Insured Person** is on a **Journey** for the following benefits. There is no cover under this Policy where there is a valid Victorian workers' compensation claim covering the same **Event**.

Coverage is payable in respect to:

Section 1 – Lump Sum Benefits

Events 1 - 19 are payable in addition to Transport Accident Commission compensation

Section 2 – Weekly Benefit

Events 20 & 21 are reduced by the sum of Transport Accident Commission entitlements

Section 3 - Fractured Bones Benefits

Events 22 to 30 are payable in addition to Transport Accident Commission compensation.

Section 4 - Loss of Teeth or Dental Procedures

Events 31 to 32 are payable in addition to Transport Accident Commission compensation and reduced by any recovery made from any private health insurance.

Section 5 - Additional Cover

Benefits are payable in addition to Transport Accident Commission compensation.

General Definitions

For the purpose of this **Policy**, the following important definitions apply:

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

Carjacking Incident means the violent theft or attempted theft of a motor vehicle which is under the care and control of, or occupied by or immediately intended to be occupied by an **Insured 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**.

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

Excess Period is the period stated in the **Schedule** during which no benefits are payable for Temporary Total or Partial Disablement.

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 the **Insured Person** during the **Period of insurance** and results in any of the insured **Events** specified in the Table of Benefits 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 any person(s) 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.

Journey means direct travel to or from the **Insured Person's** usual place of residence and usual place of business. Cover shall commence from the time the **Insured Person** leaves or arrives at the boundaries of their usual place of residence and/or usual place of business to commence or end the **Journey**.

Limb(s) 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 Benefits.

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 stated in the **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 endorsement to this **Policy**.

Pre-existing condition means a condition in respect of 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.

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 includes any current **Schedule** or renewal or variation of this **Policy**.

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**.

Terrorism means any incident declared by the relevant Federal Minister under the Terrorist Incident Act 2003 (Commonwealth).

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.

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

Journey Injury 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 in an amount for that Event is shown on the Schedule.

Table of Benefits

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	Permanent Paraplegia, Quadriplegia or incurable paralysis of all Limbs	100%
4	Permanent Total Loss of sight of both eyes	100%
5	Permanent Total Loss of sight of one eye	100%
6	Permanent Total Loss of use of two Limbs	100%
7	Permanent Total Loss of use of one Limb	100%
8	Permanent and incurable insanity	100%
Permanent Total Loss of hearing in:		
9	a) Both Ears	100%
	b) One Ear	30%
10	Permanent Total Loss of four fingers and thumb of either Hand	80%
Permanent Total Loss of the lens of:		
11	a) Both Eyes	100%
	b) One Eye	60%
12	Permanent Total Loss of use of four fingers of either Hand	50%
		50%
13	a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	
	b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	25%
Permanent Total Loss of use of one thumb of either Hand		
14	a) both joints	40%
	b) one joint	20%
Permanent Total Loss of use of fingers of either Hand		
15	a) three joints	15%
	b) two joints	10%
	c) one joint	5%

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

Being a percentage of the amount shown in the **Schedule** against Events 1 to 19.

	Permanent Total Loss of use of toes of either Foot	
16	a) all – one Foot b) great – both joints c) great – one joint d) other than great, each toe	15% 5% 3% 1%
17	Fractured leg or patella with established non-union	10%
18	Shortening of leg by at least 5cm	7.5%
19	Permanent Disability not otherwise provided for under Insured Events 9 to 18 inclusive	Such percentage or amount as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the Compensation provided under Insured Events 9 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against the Lump Sum Benefits

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 Events 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		THE BENEFITS
Injury resulting directly in the following Event (Fractured Bones) which occur within twelve (12) months of the date of Injury:		EACH INSURED PERSON
22	Neck, skull or spine (complete fracture)	\$5,000
23	Hip	\$3,750
24	Leg, jaw, ankle, pelvis or knee (complete fracture)	\$2,500
25	Cheekbone, shoulder or hairline or other fracture of neck, skull or spine	\$1,500
26	Arm, elbow, wrist or ribs (complete fracture)	\$1,250
27	Jaw, pelvis, leg, ankle or knee (hairline or other fracture)	\$1,000
28	Nose or collar bone	\$1,000
29	Arm, elbow, wrist or ribs (hairline or other fracture)	\$500
30	Finger, thumb, Foot, Hand 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 in the above Table against **Events** 22 to 30.

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

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.

Other fracture means any fracture other than a complete fracture or simple fracture.

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		THE BENEFITS
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:		EACH INSURED PERSON
31	Loss of teeth or full capping of teeth, per tooth	\$1,000
32	Chipped or broken teeth, 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 \$5,000.

Section 5 – Additional Benefits

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

Accidental HIV Infection Benefit

If an **Insured Person** is positively diagnosed with Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) as a direct result of an **Injury** caused by a violent or physical assault by another person or as a direct result of receiving medical treatment provided by a doctor from an **Injury** which was sustained whilst the **Insured Person** was on a **Journey** 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.
- 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**.

Carjacking Benefit – Excess & Vehicle Hire

If during the **Period of Insurance** an **Insured Person** is the victim of a **Carjacking Incident** which results in theft and/or damage to their vehicle, **We** will pay up to a maximum of \$5,000 for the excess applicable on the **Insured Person's** comprehensive insurance to have the vehicle repaired and/or the reasonable cost of a hire car or taxi for the **Insured Person** to undertake an authorised and necessary journey if they are without their car due to theft or to undergo repairs.

Carjacking Benefit – Lump Sum Benefit

If during the **Period of Insurance** an **Insured Person** sustains an **Injury** as a result of a **Carjacking Incident**, **We** will pay a lump sum benefit of \$5,000.

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.

Out-of-pocket expense

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.

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.

Return to Work Assistance

If during the **Period of Insurance** an **Insured Person** suffers an **Injury** and is entitled to benefits under **Event** 20 and/or 21, **We** agree to pay up to a maximum of \$10,000 to arrange professional assistance to improve the **Insured Person's** physical and/or emotional condition in order to return to their usual occupation. Assistance includes but is not limited to special equipment for and/or modification to the **Insured Person's** usual workplace.

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 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.

Terrorism Injury Benefit

If an **Insured Person** whilst on a Journey, sustains an **Injury** resulting from an act of **Terrorism** for which a benefit is paid under **Events 1** to **8**, **We** will, in addition to payment of the benefit also pay a lump sum benefit of \$10,000 per **Insured Person**, subject to a maximum aggregate amount of \$100,000.

Witnessing Terrorism Benefit

If an **Insured Person** whilst on a Journey, witnesses an act of **Terrorism** whilst on public transport and without sustaining an **Injury**, is diagnosed by a doctor with post-traumatic stress disorder with results in **Temporary Total Disablement**, **We** will pay a lump sum benefit of \$5,000.

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 of ashes to a place nominated by the legal representative of the **Insured Person's** estate, up to a maximum of \$5,000.

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. Compensation shall not be payable for more than one of the Insured **Events** 1-19 in respect of the same **Injury**, in which case the highest Compensation will be payable.
2. Any Compensation payable for Insured **Events** 1-19 shall be reduced by any sum already paid for Insured **Events** 20 and 21 in respect of the same **Injury**.
3. Benefits/Compensation payable to **Insured persons** under eighteen (18) years of age for **Events** 1 -19 shall be 10% of the Benefit stated in the Table of Events unless otherwise specified.
 1. 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.
4. 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.
5. 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.
6. All benefits shall be payable to the Insured or the **Insured Person** or such person/s and in such proportions as the Insured or **Insured Person** shall nominate.
7. 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 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.

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 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.

You must give Us immediate Claims

1. 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.

2. 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.

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;
 - c. any code of football;
 - d. racing and/or time trials of any form, other than on foot;
 - e. a criminal or illegal act; or
 - f. being under the influence of alcohol or an illegal drug or there is more alcohol or drugs in your blood than the law permits
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 from the combustion of nuclear fuel;
5. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising there from;
6. 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 Accidental HIV Infection Benefit;
7. results from **You** directly or indirectly suffering from stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder;
8. results from any **Pre-existing condition**;
9. where an **Insured Person** is entitled to receive sick leave payments;
10. results from losses arising from nuclear, chemical or biological terrorism. Terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to:
 - a. influence a government or any political division within it for any purpose, and/or
 - b. influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose;
11. results from any expenses, the payment of which would constitute "health insurance business" as defined under the Private Health Insurance Act 2007 (Cth);
12. 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).

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.