

Business Travel Master Policy TVL2014-V1 Issued to clients of VMIA

For the period 30 June 2014 to 30 June 2015

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Definitions

The following important definitions apply to each Section of this Plan:

ARRANGEMENT DATE is the date cover was arranged by Us.

COUNTRY OF DOMICILE means the country you departed in order to commence your Insured Travel.

Important: When receiving treatment in Your Country of Domicile the benefits provided under this policy may be governed or limited by local legislation. If this is the case then the respective local legislation or regulations will prevail over the terms and conditions of this policy.

DIRECTORS has the meaning given to it in the Corporations Act 2001 (Cth).

FAMILY means the Insured Person's spouse/partner/de facto and any unmarried dependent children, stepchildren or legally adopted children who are living with the Insured Person and who are under nineteen (19) years of age or under twenty five (25) years of age if they are a full-time student and primarily dependent on the Insured Person for maintenance and support.

INSURED PERSON is any person nominated by You from time to time for the insurance cover selected by You and with respect to whom a premium has been paid.

INSURED TRAVEL means travel being carried out as described in the Schedule. Insured Travel does not include any travel that exceeds six (6) months.

INSURER

- a) in relation to Sections 1-11 and 13 means Victorian Managed Insurance Authority, ABN 39 682 497 841 of 35 Collins Street, Melbourne, Victoria, 3000, Australia and
- b) in relation to Section 12 means AIA Australia Limited, ABN 79 004 837 861, AFS Licence No: 230043, of PO Box 6111, St Kilda Road Central, Victoria, 8008, Australia.

A & H INTERNATIONAL means Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

NUCLEAR, CHEMICAL OR BIOLOGICAL TERRORISM means terrorism which 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.

PERIOD OF INSURANCE is the period referred in the Schedule.

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

THE COMPANY means Victorian Managed Insurance Authority, ABN 39 682 497 841 of Level 10, South, 161 Collins Street, Melbourne, Victoria, 3000 Australia and AIA Australia Limited, ABN 79 004 837 861, AFS Licence No: 230043, of PO Box 6111, St Kilda Road Central, Victoria, 8008, Australia, a company duly incorporated under the laws of Australia and registered in Victoria, Australia.

WE/OUR/US means Victorian Managed Insurance Authority, herein after known as VMIA or AIA Australia Limited.

YOU/YOUR is the Insured named in the Schedule.

Section 1: Personal Accident

Extent of Cover

If, whilst engaged in Insured Travel during the Period of Insurance and as a result solely and directly of:

- 1. Injury, You suffer from Temporary Total Disablement or any of the following Insured Events set out in the Table of Benefits; and
- 2. Sickness, You suffer from Temporary Total Disablement;

We will pay the compensation set out in that Table. However, all Insured Events including Disablement must occur within twelve (12) months of the Injury or Sickness (as the case may be).

Definitions

For the purpose of this Section 1:

EXCESS PERIOD is the period stated in the Schedule during which no Benefits are payable for Temporary Total Disablement or Temporary Partial Disablement.

SALARY means:

- if You are an employee, Your gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances averaged over the period of twelve (12) months prior to the date Temporary Total Disablement or Temporary Partial Disablement commences; and
- 2. if You are not an employee, Your gross weekly income derived from personal exertion after deducting any expenses necessarily incurred by You in deriving that income averaged over the period of twelve (12) months prior to the date Temporary Total Disablement or Temporary Partial Disablement commences.

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; and
- d) any degenerative condition.

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.

For the purpose of **LUMP SUM BROKEN OR FRACTURED BONES BENEFITS**, Simple Fracture means a fracture in which there is a basic and uncomplicated break of bone and which in the opinion of a legally qualified medical practitioner requires minimal and uncomplicated medical treatment. Other fracture is any fracture other than a Simple Fracture.

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PERMANENT as used with respect to disablement, means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment, or any other occupation or employment for which You are suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of Your life.

PRE-EXISTING CONDITION means:

1. in respect of Injury:

a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy.

- 2. in respect of Sickness:
 - a condition or side effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions.
 - ii. a condition caused by a Pre-Existing Condition, that is, any medical condition that you have suffered from or been treated for, irrespective of whether a complete recovery has occurred.

SICKNESS means illness or disease which is not a Pre-Existing Condition and which must continue for a period of not less than seven (7) days from the date You first sought treatment for the Sickness from a legally qualified medical practitioner.

TEMPORARY PARTIAL DISABLEMENT means disablement which entirely prevents You from carrying out a substantial part of the duties normally undertaken by You in connection with Your usual occupation or employment.

TEMPORARY TOTAL DISABLEMENT means disablement which entirely prevents You from engaging in Your usual occupation or employment.

Additional Benefits

Exposure

If as a result of an Injury occurring during the Period of Insurance and whilst engaged on Insured Travel the Insured Person is exposed to the elements and suffers from any of the Insured Events set out in the Table of Benefits as a direct result of that exposure, We will pay benefits accordingly.

Disappearance

If an Insured Person disappears following the disappearance, sinking or wrecking during the Period of Insurance of a conveyance in which he or she was then travelling whilst on Insured Travel and his or her body has not been found within twelve (12) months after the date of disappearance, We shall pay a benefit on the basis that that person died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

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Table of Benefits

Insured Events		The Compensation			
		Being a percentage of the Sum Insured or the Sum Insured stated in the Schedule			
Injury	Injury resulting directly in:				
1.	Death	100%			
2.	Permanent Total Disablement	100%			
3.	Permanent and 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 both limbs	100%			
7.	Permanent Total Loss of use of one limb	100%			
8.	Permanent and incurable insanity	100%			
9.	Permanent Total Loss of hearing in: a) both ears b) one ear	100% 20%			
10.	Permanent Total Loss of four fingers and thumb of either hand	80%			
11.	Permanent Total Loss of the lens of one eye	60%			
12.	Permanent Total Loss of use of four fingers of either hand	50%			
13.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%			
14.	Permanent Total Loss of use of one thumb of either hand a) both joints	30%			
	b) one joint	15%			
15.	Permanent Total Loss of use of fingers of either hand				
	a) three joints	10%			
	b) two joints c) one joint	8% 5%			

16.	Permanent Total Loss of use of toes of either foot	
	a) all – one foot	15%
	b) great – both joints	5%
	c) great – one joint	3%
	d) other than great, each toe	1%
17.	Fractured leg or patella with established non-union	10%
18.	Shortening of leg by at least 5cm	7.5%
19.	Permanent Total Disablement not otherwise provided for under Insured Events 9 to 18 inclusive	Such percentage of the Sum Insured as We shall in Our absolute discretion determine and being in Our opinion not inconsistent with the benefits provided under Insured Events 9 to 18 inclusive. The maximum amount payable is \$50,000.
20.	Temporary Total Disablement caused directly and solely by Injury	During such Disablement, the Weekly Compensation as specified or Salary as defined whichever is the lesser.
21.	Temporary Partial Disablement caused directly and solely by Injury	40% of the amount payable for Event 20.
	Broken or Fractured Bones Benefit	Maximum Benefits Payable – Each Insured Person
22.	a) Neck, skull or spine (full break)	\$2,000
	b) Hip	\$1,500
	c) Jaw, pelvis, leg, ankle or knee (other fracture)	\$1,000
	d) Cheekbone, shoulder or hairline fracture of skull or spine	\$600
	e) Arm, elbow or wrists (other fracture)	\$500
	f) Leg, ankle or knee (simple fracture)	\$400
	g) Nose or collar bone	\$400
	h) Arm, elbow, wrist or rib (simple fracture)	\$200
	i) Finger, thumb, foot, hand or toe	\$150
1		

In the case of an established non-union of any of the above breaks or fractures, we will pay an additional 5% of the Maximum Benefits Payable.

The Maximum Benefit Payable for Broken or Fractured Bones in respect to any one injury is \$2,000

23.	Temporary Total Disablement caused directly and solely by Sickness	During such Disablement, the Weekly Compensation as specified or Salary as defined whichever is the lesser.		
24.	Temporary Partial Disablement caused directly and solely by Sickness	40% of the amount payable for Insured Event 23.		
Benefit Period: Maximum 156 weeks from the date you first become entitled to the payment of weekly compensation.				

An Example of a claim under Death & Capital Benefits, Events 1-19:

If an Insured Person selected \$50,000 sum insured for Death & Capital Benefits Events 1-19 and suffered an injury resulting directly in death (Insured Event 1) the benefit received would be 100%, equaling \$50,000.

Should an Insured Person suffer an injury resulting in permanent total loss of four fingers of either hand (Insured Event 12), the benefit received would be 50%, equaling \$25,000.

Additional Benefits

25. Rehabilitation Expenses

We will pay, after the happening of an Event for Temporary Total Disablement under this Policy, expenses incurred for tuition or advice 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 attending physician.

Compensation under this provision will be limited to the actual costs incurred not exceeding one thousand (\$1,000) dollars per month and will be payable for a maximum of six (6) months.

26. Escalation of Claim Benefit

After payment of the compensation for Temporary Total Disablement continuously for twelve (12) months, we will increase the compensation by five (5) percent compound per annum while the benefit is being paid.

Conditions and Limitations

- 1. Compensation shall not be payable for more than one of the Insured Events 1 to 19 in respect of the same Injury.
- 2. Any compensation payable for Insured Events 1 to 19 shall be paid in addition to any sum already paid for under Insured Events 20, 21 and 22 in respect of the same Injury.
- 3. After the occurrence of any of the Insured Events 2 to 8, all cover with respect to that Insured Person under this Section 1 shall cease other than any entitlement under Insured Events 20, 21 and 22.
- 4. Compensation shall not be payable:
 - 4.1 for Insured Events 20, 21, 23 and 24 in excess of a total period of one hundred and fifty-six (156) weeks from the date You first become entitled to the payment of weekly compensation in respect of any one Injury or Sickness;

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- 4.2 unless the Insured Person shall as soon as possible after the happening of any Injury giving rise to a claim under this Section 1, procure and follow proper medical advice from a legally qualified medical practitioner.
- 5. The Weekly compensation payable for Temporary Total Disablement shall be reduced by the amount of any Workers' Compensation entitlement for incapacity for work or any other payment which the Insured Person is entitled to receive for disability from any insurance plan.
- 6. Compensation payable to Insured Persons under eighteen (18) years of age for Insured Events 1 to 19 will be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.

Exclusions

No benefits shall be payable with respect to any Insured Event which result from the Insured Person engaging in or taking part in training for professional sports of any kind.

Extensions

DENTAL BENEFITS

It is hereby declared and agreed that in the event of insured Injury under Section 1 Personal Accident resulting directly in the following loss or procedures (as the case may be), which occurs within 12 months of the date of Injury, the cost of treatment will be payable up to the maximum amounts stated below:

Treatment Maximum Per Injury
Loss of teeth or full capping of teeth, per tooth Up to \$500
Partial capping of teeth, per tooth Up to \$500

The Maximum Benefit payable with respect to any one injury is \$500. A tooth means a sound and natural permanent tooth, but does not include first or milk teeth, dentures and dental fillings.

Section 2: Medical Expenses

Extent of Cover

- 1. If an Insured Person sustains an injury or suffers a sickness or disease and incurs Medical Expenses (as defined) whilst engaged on Insured Travel during the Period of Insurance We will pay those expenses provided they are incurred outside Your Country of Domicile.
- 2. We will pay on-going Medical Expenses incurred after You return to Your Country of Domicile provided they relate to a condition which first manifests itself during the period of Insured Travel however all payments are subject to the local legislation in Your Country Of Domicile.
- 3. We will also pay the expenses related to the Emergency Evacuation of an Insured Person provided such evacuation is recommended by a legally qualified medical practitioner and is authorised by AHI Assist or Accident & Health International Underwriting Pty Ltd.

Expenses relating to emergency evacuation will be based solely on medical severity and necessity.

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Definitions

MEDICAL EXPENSES means expenses incurred within twenty-four (24) months from the date the first expense was incurred and paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical surgery, hospitalisation or nursing treatment including the cost of medical supplies and ambulance hire but excluding the cost of dental treatment unless such treatment is required urgently. We will also pay those expenses incurred to repair, replace or adjust dentures provided such expenses relate to Injury of the Insured Person to a maximum of two thousand (\$2,000) dollars.

EMERGENCY EVACUATION means an evacuation due to medical treatment being immediately required and the medical condition being sudden and life threatening.

Exclusions

We shall not pay for any medical or other expenses which:

- 1. Result from the Insured Person engaging in or taking part in or training for any professional sports of any kind;
- 2. Are incurred in relation to any condition which was known would require treatment during the period of Insured Travel;
- 3. Are recoverable by You or by the Insured Person from any other source to the extent to which they are so recoverable.
- 4. Are incurred when the Insured Person has travelled against the advice of a physician or when the Insured Person is unfit to undertake the journey.

Additional Benefits

AHI Assist

An Insured Person is also entitled to the services of AHI Assist in the event of a medical emergency or Sickness by using a toll-free or reverse-charge telephone number stated on Accident & Health International's Assistance Emergency Identification Card which we have made available to You.

AHI Assist provides many travel and emergency services, including:

- Pre-travel advice on matters relating to health;
- 2. Case management if hospitalised;
- 3. Emergency assistance worldwide;
- 4. The arrangement for transport by road, aircraft or special air ambulance to an appropriate medical centre if this is required for treatment, accompanied if necessary by a doctor or nurse;
- 5. Arrangements for evacuation and transportation home if necessary.

Section 3: Additional Expenses

Extent of Cover

- 1. We will reimburse an Insured Person or other persons for additional and/or forfeited expenses reasonably and necessarily incurred provided such expenses are authorised by AHI Assist or Accident & Health International Underwriting Pty Limited and are as a direct consequence of:
 - 1.1 the Unexpected Death, Injury or Sickness of the Insured Person or a member of the Insured Person's travelling party (provided that all such persons are under the age of eighty-five (85) years) happening after the commencement of the Insured Travel and resulting in the Insured Person or any of those persons having to return to the point of origin of such travel;
 - 1.2 the Unexpected Death, Serious Injury or Sickness of a relative, business partner or codirector of the Insured Person (provided that all such persons are under the age of eightyfive (85) years) happening after the commencement of the Insured Travel and resulting in the Insured Person or any of those persons having to return to the point of origin of such travel. We will also pay for the return of the Insured Person so he/she can continue with his/her Insured Travel;
 - 1.3 the necessity on written advice of a medical practitioner for a Relative, friend, business partner or co-director of the Insured Person to travel to or remain with or escort him or her directly back to the point of origin of the Insured Travel if the Insured Person has suffered Injury or Sickness during the Insured Travel;
 - 1.4 any other unforeseen Injury or Sickness of the Insured Person happening after the commencement of Insured Travel which results in the Insured Travel being delayed or disrupted and which is outside the control of the Insured not otherwise excluded under this Section 3:
 - 1.5 loss of passport and/or travel documents.
- 2. If an Insured Person necessarily and reasonably incurs legal costs by reason of false arrest or wrongful detention by any Government or foreign power during Insured Travel, We will reimburse those legal costs up to fifty thousand (\$50,000) dollars for each Insured Person. We will also pay an amount of five hundred (\$500) dollars per day for every day the detention continues but not exceeding a period of thirty (30) days.
- 3. If Insured Travel is delayed or interrupted in excess of twelve (12) hours and the Insured Person is prevented from reaching his or her scheduled destination as a result of an aircraft on which he or she is travelling being hijacked, We will pay an amount of one thousand (\$1,000) dollars per day for every day the hijack continues but not exceeding a period of thirty (30) days.
- 4. If an Insured Person dies whilst engaged on Insured Travel, We will pay reasonable costs relating to either funeral or cremation expenses if the body is buried at the place of death, or the cost of returning the Insured Person's body or ashes to his or her home address.
- 5. We will reimburse an Insured Person for additional expenses reasonably and necessarily incurred as a direct consequence of cancellation or delay including strikes, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters.
- 6. If an Insured Person is hospitalised overseas as an in-patient for more than twenty-four (24) hours due to an accident or illness we will pay two hundred (\$200) dollars per day for each completed twenty-four (24) hours to a maximum of six thousand (\$6,000) dollars in addition to any charges made by the hospital in which the Insured Person is hospitalised.

the control of the Insured Person which cause a missed transport connection so that the Insured Person is unable to arrive at a Scheduled Meeting which cannot be delayed because of the Insured Person's late arrival, We will pay to the Insured Person a sum of up to ten thousand (\$10,000) dollars (clear of any amount paid by any Carrier) to enable the Insured Person to use alternative scheduled public transport to arrive at the specified destination by the scheduled time.

Definitions

UNEXPECTED DEATH means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

INJURY OR SICKNESS is one which requires treatment by a medical practitioner and for which the medical practitioner certifies the Insured Person or the other persons referred to as unfit to travel or continue with the original journey.

RELATIVE means the Insured Person's spouse, defacto, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiance, fiancée, half-brother or half-sister.

SERIOUS INJURY OR SICKNESS is a condition other than pregnancy which a person has not received regular treatment or advice for treatment at the date of the commencement of the Insured Travel, and for which a medical practitioner certifies that the attendance of the Insured Person is necessary for the health of or treatment of that Person or in the case of a business partner or co-director require the Insured Person to take over that person's business role.

SCHEDULED MEETING means any official, pre-determined meeting or conference arranged by the Insured or the Insured Person which cannot be rescheduled.

Exclusions

We will not pay for any expenses:

- 1. Consequent upon the Insured Person or any other person engaging in or taking part in or training for any professional sports of any kind;
- 2. Caused directly or indirectly by:
 - 2.1 cancellation, curtailment or diversion of scheduled public transport services, including strikes, if there had been prior warning before the date of commencement of the particular Insured Travel that such events were likely to occur during the Period of Insurance;
 - 2.2 carrier-caused delays where the cost of the expenses is recoverable from the carrier;
 - 2.3 any business or financial contractual obligations of the Insured Person or any other person;
 - 2.4 any change of plans or disinclination of the Insured Person or any other person to travel;
 - 2.5 the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
- 3 Which are incurred when the Insured Person has travelled against the advice of a physician or when the Insured Person is unfit to undertake the journey.

Section 4: Baggage, Travellers Cheques, Travel Documents, Credit Cards and Money

Extent of Cover

- 1. We will indemnify the Insured Person for loss of or damage to Property Insured occurring during the Period of Insurance and whilst the Insured Person is engaged on Insured Travel.
- 2. We will indemnify the Insured Person for loss, theft or fraudulent use of travellers cheques, travel documents and credit cards occurring during the Period of Insurance and whilst the Insured Person is engaged on Insured Travel, together with the cost of replacing, and the Insured Person's legal liability for payment as a result of loss by theft or unauthorised use by other persons of the Insured Person's personal travel documents.
- 3. If the Insured Person's baggage is misplaced by a carrier for more than eight (8) hours whilst the Insured Person is engaged on Insured Travel during the Period of Insurance, We will pay up to three thousand (\$3,000) dollars to cover the emergency purchase of essential replacement items.
- 4. We will indemnify the Insured Person for accidental loss of cash, bank or currency notes, cheques, postal or money orders or petrol coupons occurring on Insured Travel during the Period of Insurance, together with the cost of replacing them and the legal liability of the Insured Person for payment as a result of loss by theft or by unauthorised use by other persons. In respect of money taken with the Insured Person for the purpose of Insured Travel, cover shall commence from the time of collection from the bank or seventy-two (72) hours prior to the start of the Insured Travel, whichever occurs last and continue up to seventy-two (72) hours after termination of the Insured Travel or until deposited at the bank whichever occurs first.
- 5. If an Insured Person loses their identification and keys at the same time and whilst engaged in Insured Travel, We will pay up to one thousand (\$1,000) dollars for the replacement of keys and locks.

Definitions

THE PROPERTY INSURED means:

- 1. Baggage and other personal effects and business equipment (other than household furniture) that accompany the Insured Person whilst engaged on Insured Travel, including tickets, credit cards, travellers cheques, travel documents and passports (any One Article [as defined]).
 - **ONE ARTICLE** is described as one item (including its attached or unattached accessories) or a set or pair of items such as earrings, golf clubs, camera equipment etc.
- 2. Money, cheques, postal notes, money orders and petrol coupons taken by the Insured Person whilst engaged on Insured Travel.

Conditions

- 1. The amount payable for loss of or damage to the Property Insured will be no more than the cost to repair or replace the articles in the same condition but not better or more extensive than the article when new.
- 2. We may choose to repair or replace lost or damaged property or pay for the loss in cash.
- 3. Should We replace damaged goods then salvage remains the property of the Company. If We replace or pay cash for lost or stolen goods, and those goods are subsequently recovered, then We may seek recovery of these goods.
- 4. The Insured Person must substantiate their loss and provide receipts of purchase of articles claimed for and provide withdrawal confirmation of money lost or stolen.
- 5. The Insured Person must take all reasonable precautions for the safety and supervision of any Property Insured.

Exclusions

We shall not be liable to make any payment under this Section 4 for:

- 1. Wear and tear, deterioration or losses caused by atmospheric or climatic conditions, mechanical or electrical breakdown, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration;
- 2. Loss, theft or misplacement not reported within twenty-four (24) hours to the police or responsible officer of any aircraft, vehicle or vessel on which the Insured Person is travelling. All such reports must be verified by a written statement from that authority;
- Loss of credit cards, travellers cheques, travel documents, cheques, postal or money orders or petrol coupons unless reported to the issuing authority as soon as possible after discovery;
- 4. Loss or damage to unaccompanied baggage and personal effects unless collected from the Insured Person by a carrier in order to be taken on the Insured Travel;
- 5. Loss or damage of any goods over five thousand (\$5,000) dollars that are intended for use in connection with any trade, business or occupation unless otherwise specified in the Schedule;
- 6. Personal Computers including laptops, cameras and camera equipment, and all electronic equipment including mobile phones, personal digital assistants (PDA), electronic organisers, palm pilots and other hand held computers:
 - a) where theft or attempted theft occurs whilst such equipment is unattended unless securely locked inside a building or securely locked out of sight inside a motor vehicle;
 - b) whilst carried in or on any aircraft, aerial device, waterborne vessel or craft unless they accompany You or one of Your employees as personal cabin baggage;
 - c) for the first two hundred and fifty (\$250) dollars of each and every loss.
- 7. Loss or damage occurring through confiscation by quarantine, customs regulations or by order of any Government or Public Authority or losses due to devaluation of currency;
- 8. Loss of money in excess of the amount allowed by any applicable currency regulation at the time of commencement of the Insured Travel;
- 9. Any item which is recoverable by You or by the Insured Person from any other source to the extent to which they are so recoverable. eg. airline tour operators or other domestic or travel insurance policies.

Section 5: Loss of Deposits and Cancellation Charges

Extent of Cover

We will indemnify You and any Insured Person for loss of travel and accommodation expenses paid in advance by You or the Insured Person and for the loss of which You, he or she is legally liable and which are not recoverable from any other source, consequent upon the cancellation of travel occurring between the date of payment of those expenses and the date of commencement of the Insured Travel caused only by:

- 1. The Unexpected Death, Injury or Sickness, compulsory quarantine or jury service of an Insured Person or any person with whom the Insured Person intended to travel;
- 2. The Unexpected Death, Serious Injury or Sickness of any Relative, business partner or codirector of the Insured Person who is under the age of eighty-five (85) years;
- 3. Any unforeseen circumstances outside the control of the Insured Person not otherwise excluded.

Definitions

INJURY OR SICKNESS is one which requires treatment by a medical practitioner and which precludes the Insured Person or other persons from undertaking the Insured Travel.

RELATIVE means the Insured Person's spouse, defacto, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiance, fiancée, half-brother or half-sister.

SERIOUS INJURY OR SICKNESS is a condition which a person is not receiving treatment for or advice for treatment at the date of payment of Insured Travel. Such Serious Injury or Sickness must require a medical practitioner to certify the attendance of the Insured Person is necessary for the health of or treatment of that person.

UNEXPECTED DEATH means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

Exclusions

We shall not be liable for loss of expenses caused by:

- 1. Any person engaging in or taking part in or training for professional sports of any kind;
- 2. Carrier-caused delays that are recoverable from the carrier;
- 3. Any business or financial contractual obligations;
- 4. Any changes of plans or disinclination to travel;
- 5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey;

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6. Death of a relative with a known short life span as a consequence of a Sickness.

Section 6: Kidnap, Detention, Extortion and Ransom

Extent of Cover

- If an Insured Person is kidnapped, hijacked, illegally detained or receives an extortion threat during the Period of Insurance, whilst engaged on Insured Travel within the Territorial Limits, We will reimburse You for Your Ultimate Net Loss, but not exceeding the amount stated in the Schedule, for any one kidnapping, hijacking, detention or extortion in any one Period of Insurance.
- 2. Your Ultimate Net Loss includes any monetary loss which is incurred by You for the delivery of services or property in order to secure the resolution of a kidnap, hijack, detention or extortion incident. Such expenses include:
 - 2.1 reasonable fees and expenses of AHI Assist or other independent negotiators authorised by Us or AHI Assist as a result of any damage; or
 - 2.2 interest paid on monies borrowed from a financial institution for the purpose of payment by way of ransom, for a period commencing no earlier than thirty (30) days prior to the payment of any ransom monies and which expires not later than the next business day following the date of the payment of those monies, provided however that the rate of interest shall not exceed 2% above the maximum overdraft interest rate charged by the Commonwealth Bank of Australia on overdraft facilities on the amount borrowed:
 - 2.3 any other direct expenses which are reasonable in amount and necessarily incurred by You for the purpose of investigating, negotiating or paying a ransom demand or recovering the Insured Person, but not including any expenses, fees or damages incurred as a result of any proceedings brought against You arising out of such a demand or any losses or damages caused or claimed to be caused by way of interruption to any business.

Definitions

KIDNAP means the actual or alleged taking away of an Insured Person against the person's will, usually to hold the person in false imprisonment without legal authority for the purpose of demanding ransom.

DETENTION means the holding under duress of an Insured Person. This includes being held illegally by militias, militants or governments without legal justification. Detention also includes being held hostage as part of hijacking, which is the capture by force of any building, aircraft, motor vehicle, railroad train or waterborne vessel on which the Insured Person is located within.

EXTORTION means a physical threat to an Insured Person for demand of ransom.

RANSOM means cash and/or marketable goods surrendered by or on behalf of the Insured in connection with a kidnap, detention or extortion incident.

Conditions

- 1. You must take all reasonable precautions to protect the confidentiality of the cover provided under this Section.
- 2. We have contracted a professional intermediary and negotiator, AHI Assist, for You, who should be involved in dealing with any kidnapper and their details are included in this Section.
- 3. In the event of the reported kidnapping of an Insured Person, You shall make every reasonable effort to determine positively that the Insured Person has been Kidnapped, Detained or is the recipient of an Extortion threat and record the serial number of any currency paid to secure the Kidnapped person's release.
- 4. No monies will be payable by Us unless ransom monies have been paid by You.
- 5. You must do all things necessary to prosecute any person who has acted fraudulently or in collusion with any other person with respect to a Kidnap, Hijack, Detention or Extortion threat against an Insured Person.
- 6. In the event of a Kidnapping, Detention or Extortion threat, You must make every reasonable effort to give immediate notice to AHI Assist and Us.
- 7. You must make every reasonable effort to notify any relevant law enforcement agency of any demand for ransom prior to the payment of any ransom monies and You must comply with the recommendations and instructions issued by any law enforcement agency if this appears to be in the best interest of the Kidnapped person. You must also comply with the recommendations and instructions issued to you by AHI Assist.

AHI Assist

In order for a claim for reimbursement for a Kidnap, Hijack, Detention or Extortion incident to be approved, AHI's authorised security and political assistance company, AHI Assist, must be involved (where practical) in the incident resolution process. AHI Assist is able to act as an intermediary or negotiator for You and can offer advice to You on dealing with an incident.

To contact AHI Assist, call: +61 2 9978 6666.

AHI Assist provides a 24 hour, 365 day emergency service offering protection, planning and intelligence vital for the safety and security of all clients.

Exclusions

We shall not be liable to pay for:

- 1. any monies by way of reimbursement where, with respect to the particular Insured Person:
 - 1.1 this type of insurance has been declined in the past;
 - 1.2 this type of insurance has been cancelled or issued with special conditions in the past;
 - 1.3 a kidnapping or attempted kidnapping has occurred in the past;
 - 1.4 an extortion demand has been made against that Insured Person in the past;
- 2. any more than the amount stated in the Schedule for any one kidnapping or series of kidnappings, inclusive of monies paid by way of Ultimate Net Loss and expenses, arising out of one event.

Section 7: Extra Territorial Workers' Compensation

Extent of Cover

We will indemnify You against Your liability occurring whilst the Insured Person is on Insured Travel during the Period of Insurance to pay:

- 1. Compensation benefits payable under any Workers' Compensation Legislation which provides compensation to injured workers or their dependants for death, personal injury or occupational disease arising out of or in the course of employment;
- 2. Damages at law (but not where entitlement arises solely under any statute) arising out of the death, injury or occupational disease suffered by an Insured Person as a result of an accident or occurrence happening during the Period of Insurance;

but subject to the Conditions set out below:

- 3. This Section 7 only applies with respect to Insured Persons who are Your employees and with respect to persons who are deemed by any applicable Workers' Compensation Legislation to be workers employed by You, who are employed within Australia in a managerial, clerical, administrative, technical or sales capacity and whose employment or engagement is to be performed substantially within Australia.
- 4. You must maintain an in-force policy of insurance for Australian Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of employees by You.
- 5. This Section 7 only applies whilst an Insured Person is working on a temporary basis outside the State or Territory in which his or her usual place of employment or employment base is located.

Definitions

TEMPORARY EMPLOYMENT means employment in relation to Insured Travel which does not exceed six (6) months.

Limit of Liability

We shall not pay under this Section 7 more than the amount of compensation and damages with respect to any one Insured Person stated in the Schedule and We shall not pay with respect to all compensation, damages, costs and expenses with respect to all claims arising during the Period of Insurance with respect to all Insured Persons more than the aggregate Limit of Liability set out in the Schedule.

The indemnity provided under this Section 7 shall be further limited as follows:

- In the case of a claim for compensation benefits to the difference between the amount so
 payable and the amount which the Insured Person or his or her dependants are entitled to
 claim under any Workers' Compensation legislation which You were required to effect as
 described above, but not to exceed the amount stated in the Schedule for all claims for
 compensation with respect to any one Insured Person and with respect to all Insured
 Persons during the Period of Insurance;
- 2. In the case of a claim for damages at common law, the difference between the damages and law costs payable by You and the amount of indemnity to which You would have been entitled under any Workers' Compensation Legislation which You were required to effect as described above, but not to exceed the amount stated in the Schedule for all damages payable with respect to the death, Injury or occupational disease of any one Insured Person and with respect to the death, Injury or occupational disease of all Insured Persons occurring during the Period of Insurance.

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Conditions

- 1. You must make available to Us all information and documentation in Your possession relating to any claim submitted by any Insured Person;
- 2. You must authorise Your Workers' Compensation Insurer or Insurers upon request to make available to Us all such information and documentation as We may reasonably require.

Exclusions

There is no indemnity under this Section 7 with respect to exemplary, punitive or aggravated damages.

Section 8: Hire Car Excess Expenses

Extent of Cover

We will indemnify the Insured Person against any excess or deductible payable under that policy of insurance arising out of loss or damage sustained to the Rental Vehicle during the rental period, not exceeding the Sum Insured stated in the Schedule provided:

- 1. An Insured Person hires a Rental Vehicle from an organisation whose business is to rent rental vehicles in the course of Insured Travel for the purpose of Insured business;
- 2. As part of the hiring arrangement the Insured Person effects all insurance (except the excess buy-back) offered by the rental organisation, whether discretionary or mandatory, against loss or damage to the vehicle during the rental period;
- 3. The Insured Person complies with all requirements of the rental organisation under the hiring agreement and of the Insurer under such insurance.

Exclusions

We shall not be liable to pay any monies with respect to any loss or damage:

- 1. Caused or contributed to by the operation of the vehicle in breach of the provisions of the hiring agreement;
- 2. To any commercial vehicle, truck or vehicle aged more than twenty (20) years;
- 3. Which is not indemnifiable under the insurance offered by the rental organisation because of the application of an exclusion clause.

Section 9: Alternative Employee Expenses

Extent of Cover

If You necessarily incur Alternative Employee Expenses as defined as the direct result of the original Insured Person suffering death, Serious Injury or Sickness whilst engaged on Insured Travel during the Period of Insurance We will pay You for such expenses up to the limit of the benefit specified in the Schedule of Benefits.

Definitions

ALTERNATIVE EMPLOYEE EXPENSES means all reasonable and necessary expenses incurred in sending a substitute person to complete the original Insured Person's journey and objectives. Expenses shall be limited to:

- 1. an economy return air flight for interstate and intrastate air trips within Australia;
- 2. a business class return air flight for international air trips outside Australia; and other essential expenses incurred in transportation of the substitute person.

SERIOUS INJURY OR SICKNESS means Injury or Sickness which entirely prevents the Insured Person from carrying out his or her usual occupation or business and which based on medical evidence is likely to last for at least fourteen (14) days.

Exclusions

We shall not be liable for any such expenses:

- 1. Where the original Insured Person's journey is undertaken against the advice of a medical practitioner or other practitioner;
- 2. Which You or the original Insured Person had paid or budgeted before the commencement of the journey;
- 3. Incurred as a result of the original Insured Person engaging in the racing of any motor propelled conveyance of any kind.

Section 10: Personal Liability

Extent of Cover

We will indemnify the Insured Person for his or her legal liability to pay compensation arising out of death, bodily injury or illness of another person or arising out of damage to property of another person happening during the Period of Insurance arising out of an occurrence and whilst the Insured Person is engaged on Insured Travel. We will also pay all legal costs and expenses incurred by Us or by the Insured Person with Our prior consent in the defence of any claim. We will pay You up to the sum insured as specified in the Schedule of Benefits for each and every occurrence.

For the purpose of the Sum Insured, all occurrences or series of occurrences arising out of the one original cause shall be deemed to be the one event.

Definitions

OCCURRENCE means an event which results in bodily Injury or illness or property damage, neither expected from the Insured Person's standpoint. Bodily Injury and illness means Injury, Sickness, disease or disability including death.

Exclusions

We shall not be liable for claims arising from:

- 1. Death, bodily injury or illness to or loss of or damage to property owned by or in the control of:
 - 1.1. the Insured Person or members of his or her family ordinarily residing with him or her;
 - 1.2. any employee of the Insured Person arising out of or during the course of their employment.
- 2. The business, trade or professional activities of the Insured Person;
- 3. The ownership, possession or use of mechanically propelled vehicles, aircraft, aerial devices or watercraft powered by motor excluding golf buggies and wheelchairs;
- 4. and related to exemplary, punitive or aggravated damages.

Section 11: Evacuation Cover and Personal Safety AHI Assist

Extent of Cover

- If an Insured Person, whilst engaged on Insured Travel (outside Australia) during the Period of Insurance, is in a country or region that Australian officials recommend certain categories or persons (which include the Insured Person) in that country or region should leave because of a:
 - a) security threat such as insurrection, war, rebellion, civil unrest or political instability, or
 - b) a natural disaster such as earthquake, cyclone, flooding or volcanic eruption,

after the Insured Person has arrived in the country or region and it is unsafe for the Insured Person to remain in the country or region,

We will pay:

- 1.1 the cost of evacuating the Insured Person to the nearest place of safety, and the reasonable cost of accommodation, up to a maximum of five hundred (\$500) dollars per day any one Insured Person to a maximum of fourteen (14) days any one event; or
- 1.2 when necessary, the reasonable cost of returning the Insured Person to their country of domicile if commercial flights are unavailable; or if commercial flights are available the cost will be limited to a direct business class flight; and
- 1.3 provided the evacuation is authorized by Accident & Health International or AHI Assist.
- 2. If an Insured Person, whilst engaged on Insured Travel (outside Australia) during the Period of Insurance, is in an emergency situation where their personal safety and security is at risk, We will provide assistance where possible and pay the reasonable and necessary expenses incurred for each Insured Person. The emergency situation must be unforeseen and outside the control of the Insured Person and the expenses must be authorized by Accident & Health International or AHI Assist.

However We will not pay:

1. in excess of two hundred and fifty thousand (\$250,000) dollars for any one evacuation or emergency situation for all persons covered under the policy.

AHI Assist

AHI Assist is A & H International's International Safety, Security and Emergency Management Consultant specialising in medium to high risk environments. They provide 24 hour, 365 day assistance.

In the Event of an emergency evacuation or situation whilst travelling it is recommended you contact our authorised security & political assistance company, AHI Assist for advice and management of the evacuation or situation.

To contact AHI Assist, call: +61 2 9978 6666.

Exclusions

We shall not be liable for claims arising from any:

- 1. expenses other than emergency, conveyance or accommodation expenses as outlined above;
- 2. expenses related to evacuation out of a country which You have travelled to after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers do not undertake travel at all, ie Level 4. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or The Australian Department of Foreign Affairs and Trade in Canberra or via our Website address www.acchealth.com.au.
- 3. expenses related to evacuation out of a country or a region which You have remained in after The Australian Department of Foreign Affairs and Trade has issued a Travel Warning which recommends that travellers should leave the area and such warning or recommendation has been ignored. Such Travel Warning information can be acquired by contacting the Australian Embassy in the country travel is anticipated or The Australian Department of Foreign Affairs and Trade in Canberra or via our Website address www.acchealth.com.au.

Section 12: Life Insurance

Extent of Cover

The Insurer will pay You a benefit if the Insured Person dies solely and directly as the result of a Sickness which first commences during the period of Insured Travel and death occurs during the Period of Insurance and prior to the scheduled end date of the trip and within four (4) weeks of the commencement of the Insured Travel. The benefit is the lesser of the amount stated in the Schedule or fifty thousand (\$50,000) dollars.

For the purpose of this cover, Sickness commences when the symptoms of the Sickness are such that a reasonable person in the circumstances of the Insured Person would seek medical treatment. This cover is not available for an Insured Person who is aged sixty-five (65) years or older and will expire when a benefit is paid or on an Insured Person's sixty-fifth (65th) birthday (whichever happens first).

Definitions

PRE-EXISTING CONDITION means a condition or side effect of which the Insured Person was aware (whether diagnosed or not) or for which the Insured Person has sought treatment prior to the Insured Travel covered under this Policy.

SICKNESS means an illness or disease which is not a Pre-Existing Condition and which first became apparent after the commencement of the Insured Travel.

Exclusions

The Insurer will not pay a benefit with respect to:

- 1. Death caused by any Pre-Existing Condition;
- 2. Death caused by childbirth, pregnancy or any complications thereof;
- 3. A deliberately self-inflicted injury:
- 4. 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. Death caused by a sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- 6. Any Insured Travel within the Insured Person's country of domicile;
- 7. Death which occurs as a direct or indirect result of the Insured Person travelling to any country or any region of a country on a date where there is in place for that country or region a Travel Advisory Service rating of 4 issued by The Australian Department of Foreign Affairs and Trade or where the Insured Person voluntarily remains there when the Australian Government has co-ordinated an evacuation.

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General Exclusions Applying to Sections 1 - 11

We shall not be liable to pay for any claim caused by or arising out of:

- 1. The Insured Person engaging in air travel except as a passenger in any properly licensed aircraft;
- 2. A deliberately self-inflicted injury; including suicide or attempted suicide whether sane, insane or under any mental distress;
- 3. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power in your country of domicile, Iraq or Afghanistan;
- 4. 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. A sexually transmitted disease, or Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- 6. You engaging in or taking part in naval, military or air force service or operations;
- 7. A criminal or illegal act committed by You.

General Conditions and Limitations Applying to All Sections

1. Notice of Claim

Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.

2. Subrogation

In the event of any payment being made by Us under this Plan, We shall be subrogated to all the Insured Person's right of recovery against any person or organisation. The Insured Person must not take any action to prejudice any such right of recovery and must co-operate with and do all things necessary to enable the recovery action to be prosecuted.

3. Claim Forms

Upon receipt of a notice of claim, We shall submit Our usual claim form for completion. We shall not be liable to make any payment under this Plan unless the claim form is properly completed and all information reasonably required by Us has been furnished.

4. Your Duty to Co-Operate

The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.

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5. Physical Examination and Autopsy

We may at Our own expense conduct any medical examination or examinations of any Insured Person or arrange at Our own expense for an autopsy to be carried out.

6. Legal Action

No action at law or in equity shall be brought to recover on this Plan prior to the expiration of sixty (60) days after Our reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the time of the loss or damage or the time the liability was incurred (as the case may be).

No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.

7. Cancellation

- 1. This Plan may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Plan has been in force:
- 2. We may cancel this Plan in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

8. Age Limitation

We shall not be liable to pay any money with respect to any Insured Person who has attained the age of eighty-five (85) years for Sections 1 - 11 and sixty-five (65) years for Section 12.

9. Limit of Liability

Our total liability for all claims arising under this Plan during any Period of Insurance shall not exceed the amount stated in the Schedule other than with respect to Section 2 – Medical Expenses and Section 10 - Personal Liability.

In the event this limit is reached, the amount will be automatically reinstated with the appropriate additional premium plus charges being charged.

10. Currency

Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.

11. Governing Law and Jurisdiction

This policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Australia.

Privacy Statement

VMIA is committed to protecting your privacy. Any personal information collected, handled, stored or disclosed about you through our services will be managed in accordance with the *Victorian Managed Insurance Act 1996*, *Information Privacy Act 2000* and the *Health Records Act 2001*. Personal information means information or an opinion that is recorded about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Collection and use of Personal Information

VMIA will only collect and record personal information via this website if it is provided directly to us and is necessary for us to perform our functions or activities; for example VMIA will need to collect personal information, to send requested information, or to act on feedback provided. In particular, personal information is collected in the following situations:

- when you send us an email
- when you use our online services, such as completing a form electronically
- when you register as a site user
- when you provide feedback by email or by using the feedback form on our website.

Access and Correction

If you:

- want to have access to the 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, please contact VMIA's Information Privacy Officer on 03 9270 6912.