

Personal Accident CSOE-PA-2014

**Issued to Community Service Organisations
(Education) clients of VMIA**

For the period 30 June 2014 to 30 June 2015

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Schedule of Insurance

The Insured(s): State Government of Victoria funded Community Service Organisations including kindergartens and Learn Local organisations.

Class of Insurance: Personal Accident

Period of Insurance: From: 30 June 2014 at 4.00pm Australian Eastern Standard Time
To: 30 June 2015 at 4.00pm Australian Eastern Standard Time

Insured Persons / Categories:

- A** Members of boards, committees of management, and voluntary workers.
- B** Work experience participants, individuals involved in job training, work training participants (disabled and able bodied) and job seekers.

Scope of Cover: The coverage afforded by this policy shall only apply whilst an Insured Person is engaged in voluntary work and/or activities organised and/or authorised by and under the control of The Insured including direct and uninterrupted travel to and from such work and/or activities.

Age Limits: Insured Persons are covered from the Age of 12 years old and above.

Territorial Limits: Australia Wide

Insured Events / Benefits:	Events	Benefits
Events 1 - 19	Lump Sum Benefits – Death & Capital Benefits	
	CATEGORY A	
	Insured Persons aged 18-79 years	\$250,000
	Insured Persons aged 12 -17 years & 80-90 years	\$75,000
	Insured Persons 91-100 years	\$20,000
	CATEGORY B	
	Insured Persons aged 18-79 years	\$250,000
	Insured Persons aged 12-17 years	\$75,000 except for Insureds under the Peninsula Training and Employment Program Inc, Department of Education, Employment and Workplace Relations [DEEWR] employment services deed, disability employment services deed and/or vocational education and training [VET] program for which a \$250,000 benefit applies
	Insured Persons aged 80 years and above	Nil
	Events 20 - 21	Weekly Benefits – All Categories 100% weekly earnings to maximum
Maximum Benefit Period – All Categories		
Up to and including 75 years of age		104 weeks
76 years to 79 years		26 weeks
80 years and above		Nil
Aggregate Limit of Liability:		\$5,000,000 in respect of all claims in any one Period of Insurance, except \$1,000,000 in respect of non-scheduled aircraft or charter flights.
Excess:	\$25 in respect of Non-Medicare Medical Expenses	

Insuring Clause

If during the Period of Insurance in accordance with the Scope of Cover stated on the Schedule, an Insured Person suffers from an Injury resulting in an Event described in the Table of Events, The Victorian Managed Insurance Authority (hereinafter called “the VMIA”) will pay the corresponding benefit for that Event set out in the Table of Events and/or Additional Cover.

General Definitions

Accidental Death means death occurring as a result of Injury.

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

Doctor means a legally registered medical practitioner who is not an Insured Person or their relative.

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

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

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

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

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Injury means bodily Injury resulting from an accident which is an external event that occurs fortuitously to 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 such person or persons who come within the description of Insured Person contained in the Schedule and with respect to whom premium has been paid or agreed to be paid.

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

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

Loss of Independent Existence means:

- (a) Loss of Independent Existence, in the opinion of a Doctor, means being totally and irreversibly unable to perform at least two of the following five “activities of daily living” without the assistance of another adult person:
- bathing and/or showering
 - dressing and/or undressing
 - eating and drinking
 - using a toilet to maintain personal hygiene
 - getting in and out of bed, a chair or wheel chair, or moving from place to place by walking, wheelchair or with the assistance of a walking aid **or**
- (b) If in the opinion of a Doctor the insured person, suffers Cognitive Loss (as defined), they will be deemed to have suffered Permanent Total Disablement.

Non-Medicare Medical Expenses means:

- (a) expenses incurred within twelve (12) months of sustaining an Injury: and
- (b) expenses paid by an Insured Person or by the Insured for Doctor, Physician, Surgeon, Nurse, Physiotherapist, Chiropractor, Osteopath, Dentist, Hospital and/or Ambulance services for the following treatments:
- Medical
 - Surgical
 - X-Ray
 - Chiropractic
 - Osteopathic
 - Physiotherapy
 - Hospitalisation
 - Nursing
 - Dental (treatment for sound and natural teeth only – milk teeth, dentures, implants and/or dental fillings are excluded) provided that we shall not be liable to make any refund in respect of:
- a. any expenses recoverable by the Insured Person from any other source except for the excess of the amount recoverable from such other source.
- b. the rendering in Australia of a professional service for which Medicare benefit is, or would but for subsection 18(4) of the Health Insurance Act be payable.
- c. any expenses to which section 67 of the National Health Act 1953 (as amended) or any of the regulations made there under apply.

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 of time shown on the current Schedule.

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

Policy means the Policy Wording and the Schedule.

Policy Wording means this document.

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

Salary means

1. in the case of an 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 of the disability 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 of the disability or over such shorter period as they have been self-employed.

Schedule means the Schedule attached to the Policy Wording or any subsequently substituted Schedule.

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

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

General Conditions

1. If an Insured Person suffers an Injury resulting in any one of Events 2 to 9a, the VMIA will not be liable under this Policy for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Injury.
3. Compensation payable to Insured Persons under eighteen (18) years of age for Insured Events 1-19 shall be 10% of the minimum Sum Insured stated in the Table of Benefits unless otherwise specified.
4. Benefits shall not be payable:
 - a. For Events 20 and 21 in excess of a total period of one hundred and four (104) weeks in respect of any one Injury, unless otherwise stated on the Schedule;
 - b. For Events 20 and 21 during the Excess Period stated in the Schedule, calculated from the commencement of the Injury and in an amount which exceeds the percentage of Salary stated in the Schedule;
 - c. Unless the Insured Person, as soon as possible after the happening of any Injury giving rise to a claim under this Policy, procures and follows proper medical advice from a Doctor;
 - d. For more than one of Events 20 and/or 21 that occur for the same period of time.
5. The amount of any benefit payable for Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any Workers Compensation or Accident Compensation Scheme and the amount of any sick leave entitlement or disability entitlement so that the total amount of any such benefit or entitlement and the benefits payable under this Policy shall not exceed the percentage of Salary of the Insured Person stated in the Schedule.
6. If as a result of Injury, benefits become payable under 20 and/or 21, and while this Policy is in force, an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury and a new Excess Period shall apply.
7. Subject to the Guaranteed Payments referred to under Additional Cover under the Policy, weekly benefits for Events 20 and/or 21 shall be payable monthly in arrears. Disability for a period of less than one week shall be paid at the rate of one-fifth (1/5th) of the weekly benefit for each day during which the disability continues.
8. All benefits shall be payable to the Insured or such person/s and in such proportions as the Insured shall nominate.

9. If as a result of Injury, the Insured Person is entitled to a benefit under Events 20 and/or 21 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 20 and 21 shall cease from the date of such entitlement.
10. In respect of Non-Medicare Medical Expenses any benefit payable is reduced by the amount of recovery from any Private Health Insurance Fund and no benefit is payable in respect of the Medicare Gap between payment made by Medicare and charges incurred.
11. In respect of Domestic Help Benefit, child-minding services and domestic help must be carried out by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person and must be certified by a Doctor as being necessary for the recovery of the Insured Person.
12. In respect of Student Tutorial Costs, the Insured Person claiming such benefit must be registered as a full time student and the provision of home tutorial services must be carried out by persons other than members of the Insured Persons family or other relatives or persons permanently living with the Insured Person.
13. In respect of Occupationally Acquired AIDS/HIV – Event 34:
 - (a) Any Injury that may lead to the diagnosis of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV), must be reported as soon as practical to the VMIA 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 under Event 35 to be payable.
 - (d) A claim for a benefit under Event 35 must be made within one hundred and eighty (180) days from the date of the Injury confirming the positive diagnosis of AIDS/HIV.
14. Compensation provided under this policy shall only be payable to Insured Persons between the ages of 12 years to 100 years unless otherwise specified in the Schedule.

General Exclusions

The VMIA shall not pay benefits with respect to any loss, damage, liability, Event or Injury which:

1. results from an Insured Person engaging in or taking part in:
 - (a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - (b) training for or participating in professional sport of any kind; or
 - (c) which results from racing and/or time trials of any form, other than on foot
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Insured or an Insured Person.
3. which occurs as a result of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority;
4. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
5. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising there from.
6. results from any pre-existing medical condition.
7. results from any expenses, the payment of which would constitute "health insurance business" as defined under the National Health Act, 1953 (Cth.).
8. results in Non-Medicare Medical Expenses in respect of Dental Treatment unless such treatment is necessarily required for teeth other than dentures and is caused by Injury.
9. results in services for which an Insured Person is eligible to receive Medicare benefits
10. is directly or indirectly consequent upon or contributed by the diagnosis of AIDS/HIV occurring within three (3) months of the Period of Insurance, and/or, not contracted from an occupational Injury.
11. 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 the Table of Events in respect of Occupationally Acquired AIDS/HIV – Event 34
12. results from a sickness, illness or disease unless caused by Injury.

General Provisions

Subrogation

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

Other Insurance

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

Breach of Provisions

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

Aggregate Limit of Liability

- (a) Except as stated below, the VMIA's 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 (A).
- (b) The VMIA's 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 (B).
- (c) In the event that claims are made under this Policy which exceed the above Aggregate Limits of Liability, the VMIA shall reduce the payments made with respect to each Insured Person in such manner as the VMIA may determine. Any determination as to the amount payable in these circumstances shall be made at the VMIA's 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 the VMIA 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 the VMIA in writing. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date the VMIA receive written cancellation. The VMIA shall retain a pro-rata proportion of the premium for the premium for the time the Policy has been in force and refund the balance to the Insured.

However, the VMIA will not refund any premium if it has paid a benefit under the Insured's Policy.

The VMIA 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.

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 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.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of two (2) Limbs	100%
7. Loss of use of one (1) Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	100%
(b) one (1) ear	50%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	80%
11. Permanent Loss of the lens of one (1) eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four (4) Fingers of either Hand	50%
14. Permanent Loss of use of one (1) Thumb of either Hand:-	
(a) both joints	30%
(b) one (1) joint	15%

15. Permanent Loss of use of Fingers of either Hand:-	
(a) three (3) joints	15%
(b) two (2) joints	10%
(c) one (1) joint	5%
16. Permanent Loss of use of Toes of either Foot:-	
(a) all – one (1) Foot	15%
(b) great – both joints	5%
(c) great – one (1) joint	3%
(d) other than great – each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5cm	7.5%
19. Permanent Partial Disablement not otherwise provided for under Events 5 to 18 inclusive	Such percentage of amount as the VMIA in its absolute discretion shall determine and being in our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Lump Sum Benefits

Additional Benefits

Lifestyle Modification Additional Capital Benefit

It is hereby declared and agreed that should an Insured Person be entitled to benefits under Events 2, 3, 4, 5, 6, or or 7 the VMIA will pay the costs necessarily incurred by the Insured Person in:

- (a) modifying their motor vehicle or
- (b) modifying their home or
- (c) in relocating to a suitable home up to a maximum of 80% of the cost incurred or \$25,000 whichever is the lesser.

This benefit is only payable:

- (a) where the modification/relocation is undertaken with the VMIA's prior written agreement and the agreement of:
 - (i) the Insured Person's usual legally qualified medical practitioner; and
 - (ii) in respect of one residence or vehicle only

Spouse and Dependent Children Benefit

It is hereby declared and agreed that if an Insured Person suffers an injury which results in a **Lump Sum Benefit - Event 1. Accidental Death** subject to the terms and conditions of the policy, the VMIA will pay the following additional amounts of Compensation:

1. Surviving spouse benefit - \$5,000
2. Dependent children benefit - \$5,000 for each dependent child to a maximum of \$25,000.

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	THE BENEFITS EACH INSURED PERSON
Injury resulting directly in the following Events which occur within twelve (12) months of the date of Injury:	
20. Temporary Total Disablement	During such disablement, the Weekly Benefit: 100% of normal weekly earnings to a maximum of \$2,000 for up to 104 weeks (Excess period: NIL)
21. Temporary Partial Disablement	40% of the amount payable for Event 20.

NON-INCOME EARNERS: THE BENEFITS payable for **Weekly Benefits** in respect of Non-Income Earners and Students who suffer an Injury resulting in Events 20 and/or 21, shall be payable in accordance with the following:

Student Tutorial Benefit

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

Domestic Help Benefit

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

Out-of-Pocket Expenses - Non-Income Earners

It is hereby declared and agreed that where an Insured Person is entitled to benefits under Event 20, this policy extends to include reasonable Out-Of-Pocket expenses limited to \$100 per week and payable for no longer than 104 weeks. (Items of Out-of-Pocket expense are not covered if listed as Non-Medical Expenses).

Fractured Bones Benefits

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

THE EVENTS Injury resulting directly in the following Events (Fractured Bones) which occur within twelve (12) months of the date of Injury:	THE BENEFITS EACH INSURED PERSON The benefits shown below are a percentage of the amount shown on the Schedule against Events 22 to 29.
22. Neck or spine (full break)	\$3,000
23. Hip, pelvis	\$2,250
24. Skull, shoulder blade	\$900
25. Collar bone, upper leg	\$600
26. Upper arm, kneecap, forearm, elbow	\$300
27. Lower leg, jaw, wrist, cheek, ankle, hand, foot	\$1,500
28. Ribs	\$300
29. Finger, thumb, toe	\$225

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

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

Dental Procedures Benefits

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

THE EVENTS Injury resulting directly in the following loss or procedure(s) (as the case may be) which occur within twelve (12) months of the date of Injury.	THE BENEFITS EACH INSURED PERSON The benefits shown below are a percentage of the amount shown on the Schedule against Events 30 & 31.
30. Loss of teeth or full capping of teeth, per tooth	\$1,000
31. Partial capping of teeth, per tooth	\$500
Maximum compensation any one accident	\$1,000

Additional 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
32. Bed Confinement – where an Insured Person is confined to a bed for not less than twenty-four (24) hours under the continuous care of a registered nurse.	\$100 per day of continuous confinement subject to a maximum benefit period of twenty-six (26) weeks
33. Non-Medicare Medical Expenses	Compensation for medical expenses shall be limited to 85% of expenses incurred up to a maximum of \$10,000 and we will not be liable for the first twenty-five dollars (\$25) of each and every claim.

THE EVENTS Injury resulting directly in the following Event which occurs within ninety (90) days of the date of Injury.	THE BENEFITS EACH INSURED PERSON
34. Occupationally Acquired AIDS/HIV - Positive diagnosis of Acquired Immune Deficiency Syndrome or Human Immunodeficiency Virus, subject to the specific Conditions and Exclusions contained in the Policy.	\$30,000

Additional Cover Under the 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 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 disappears following the disappearance, sinking or wrecking of a conveyance in which they were travelling and their body has not been found within twelve (12) months after the date of the disappearance, sinking or wrecking of the conveyance, they will be deemed to have died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance.

Escalation of Claim Benefit

After payment of a benefit under Events 20 and/or 21 continuously for twelve (12) months, the subsequent **Weekly Benefits** payable will be increased by five percent (5%) per annum.

Rehabilitation Expenses

On the occurrence of Events 20 and/or 21, the VMIA will reimburse expenses incurred for tuition or advice for the Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with the VMIA's prior written agreement and the agreement of the Insured Person's Doctor. Compensation under this Additional Cover will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum period of six (6) months.

Guaranteed Payment

If an Insured Person sustains an Injury for which benefits are payable under Event 20, the VMIA will immediately pay ten (10) weeks benefits provided that proper medical evidence is produced from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

Claims

Notice of Claim

The Insured or Insured Person entitled to claim under this Policy must give the VMIA 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 the VMIA such certificates, information and other documentation as it may reasonable require. The VMIA may at its own expense have any Insured Person, who is the subject of a claim under this Policy, medically examined from time to time.

Claims Offset

Except for Events 1 to 19 inclusive, there is no cover under this Policy for any loss, damage, liability, Event or Injury which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. The VMIA 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.

Suits against the VMIA

The Insured agrees not to bring suit against the VMIA unless the Insured has complied with all the terms of this Policy. Any such suit must be brought within two (2) years after the loss has occurred.

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.