

# Group Personal Accident Insurance

Policy Number A14136

Issued to the Department of  
Environment, Land, Water and Planning

For the period 8 November 2017 to 30 June 2018

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# 1. Schedule

<b>Insured:</b>	Department of Environment, Land, Water and Planning (DELWP)
<b>Policy Type:</b>	Group Personal Accident
<b>Period of Insurance:</b>	From: 8 November 2017 To: 11:59:59pm on 30 June 2018
<b>Insured Persons:</b>	Employees of DELWP, Department of Premier and Cabinet, Department of Economic Development, Jobs, Transport and Resources, Parks Victoria, VicForests and Melbourne Water, authorised and under the direction of Forest Fire Management Vic (FFM Vic) to respond to emergencies across the State of Victoria and undertake planned burn and international firefighting deployment activities.
<b>Scope of Cover:</b>	The coverage afforded by this Policy shall only apply while an Insured Person is deployed to undertake emergency response/services work/firefighting activities (excluding time 'on call' pending the commencement of deployment) and/or planned burn activities including direct travel to and from such work and/or activities.
<b>Age Limits:</b>	Insured Persons aged between 18 and 75 years of age.
<b>Territorial Limits:</b>	Worldwide
<b>Aggregate Limit of Liability:</b>	\$5,000,000 in respect of all claims in any one Period of Insurance

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## 1.1. Schedule of Compensation

Description	The Compensation each Insured Person
<b>4. Workers Compensation Top Up</b>	
Lump Sum Benefits (Events 1 to 44)	
- Death & Capital Benefits	\$500,000
Weekly Injury Benefits (Events 45 to 46)	100% of salary to a maximum of \$2,500 per week
- Excess Period	- 7 days
- Benefit period	- 156 weeks or the date that an Insured Person returns to their pre-Injury Salary, whichever occurs first
<b>5. Psychiatric Impairment Benefits</b>	
Lump Sum Benefits (Event 47)	
- Secondary psychiatric impairment to Injury	\$500,000
Weekly Impairment Benefits (Event 48)	100% of salary to a maximum of \$2,500 per week
- Excess Period	- 7 days
- Benefit period	- 156 weeks or the date that an Insured Person is cleared to undertake activities as per Scope of Cover, whichever occurs first
<b>6. Additional Benefits</b>	
Fractured Bones Benefit	\$5,000
Pain & Suffering Benefit	\$185,000
Workplace Assault Benefit	\$5,000
Trauma Counselling Benefit	\$5,000
Lifestyle modification benefit	80% of costs to a maximum of \$25,000
Occupationally acquired AIDS / HIV	37% of the Lump Sum Benefit payable
Additional costs incurred by DELWP	\$25,000

## 2. Group Personal Accident Insurance

### 2.1. Insuring Clause

The Insured has made to the Victorian Managed Insurance Authority, hereinafter called VMIA, We, Our or Us, a written application and declaration which together with all statements made in writing by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of the payment of the premium, and subject to the conditions, special provisions and other terms contained herein endorsed hereon or attached hereto if during the **Period of Insurance** an event shall happen to an **Insured Person** in accordance with the Scope of Cover, including necessary travel to, in the course of, and from such activities, We will pay to the **Insured** the compensation as determined in the manner hereafter described.

Compensation payable shall be determined as follows;

Policy Section	Insuring Clause
<b>4. Workers Compensation Top-Up</b>	<p><b>Lump Sum Benefits</b> We will pay the difference between what a <b>Victorian statutory workers compensation scheme</b> or <b>Victorian transport accident scheme</b> pays and the benefit as outlined in the Table of Events for Events 2 to 44 and 45 to 46.</p> <p>We will pay the benefit as outlined in the Table of Events for Events 1 if the Event is not subject to payment of compensation under one of the statutory schemes referred. Event 1 will only be paid to <b>Insured Persons</b> who do not have any dependents (as defined under WIRC Act).</p> <p><b>Weekly Injury Benefits</b> We will pay the difference between what a <b>Victorian statutory workers compensation scheme</b> or <b>Victorian transport accident scheme</b> pays and the gross pre-injury salary to a combined maximum of \$2,500 per week.</p>
<b>5. Psychiatric Impairment Benefits</b>	<p><b>Lump Sum Benefits</b> We will pay the benefit as outlined in the Table of Events for Event 47 if there is no entitlement for compensation or claim payable under one of the statutory schemes referred.</p> <p><b>Weekly Impairment Benefits</b> We will pay the difference between the gross pre-injury salary including deployment and emergency response activities and the gross pre-injury salary for normal business activities, if there is no entitlement for compensation or claim payable under one of the statutory schemes referred, to a maximum of \$2,500 per week.</p>
<b>6. Additional Benefits</b>	<p>We will pay the benefits as outlined in the Additional Benefits in addition to any benefits received from a <b>Victorian statutory workers compensation scheme</b> or <b>Victorian transport accident scheme</b>.</p>

In the event of any dispute between the Insured, the **Insured Person** and **Us** as to the entitlement to compensation and/or the amount of compensation, such dispute will be resolved in accordance with condition 7.8 Arbitration / Mediation.

### 3. General Definitions

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

**Doctor** means a legally registered medical practitioner who is not an **Insured Person**, the relative of an **Insured Person**, or a member of the immediate family of the **Insured Person**.

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

**Excess 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.

**Impairment** means an abnormality of, partial or complete loss of, or loss of the function of a body part, organ or system.

**Injury** means any physical or mental injury as defined in accordance with the *Workplace Injury Rehabilitation and Compensation Act 2013* (as amended) or as specified in the Table of Events or as otherwise agreed by Us.

**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 Events.

**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 as a result of **Injury** to the spinal cord.

**Period of Insurance** means the period shown on the current **Schedule**.

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

**Policy** means this Policy Wording, including the Schedule issued by Us and all endorsements attaching to this policy.

**Psychiatric Impairment** means a condition that is characterised by any loss of psychological or mental function. Mental function impairment includes speech, perception, judgement, mood, thinking, intelligence and behaviour.

**Quadriplegia** means the **Loss of use** of both arms and both legs as a result of **Injury** to the spinal cord.

**Registered Psychiatrist** means a person who is registered under the Health Practitioner Regulation National Law to practice in the psychiatry profession (other than as a student).

**Registered Psychologist** means a person who is registered under the Health Practitioner Regulation National Law to practice in the psychology profession (other than as a student).

**Salary** means an employee's pre-injury earnings, excluding incentive based payments and bonuses 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.

**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**.

**Victorian statutory workers' compensation scheme** means the workers' compensation scheme pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013 (WIRCA)* (and as amended from time to time).

**Victorian transport accident scheme** means the transport accident compensation scheme pursuant to the *Transport Accident Act 1986 (TAA)* (and as amended from time to time).



## 4. Workers Compensation Top-Up

### Extent of Cover

- a) If, as a result solely and directly of **Injury**, an **Insured Person** suffers from an **Event** described in **Events 2 to 44 and 45 to 46** of the following Table of Events, **We** will pay compensation for that **Event**;
- i. if the **Injury** occurs during the **Period of Insurance**, and
  - ii. if it gives rise to an entitlement and payment of compensation under any Victorian statutory workers compensation or Victorian transport accident scheme.
- b) If, as a result solely and directly of **Injury**, an **Insured Person** suffers from an **Event** described in **Event 1** of the following Table of Events, **We** will pay compensation for that **Event** if the **Injury** occurs during the **Period of Insurance** and is not subject to payment of compensation under one of the statutory schemes referred.

### Table of Events

#### 4.1. Lump Sum Benefits

THE EVENTS Injury as defined, resulting in:	THE COMPENSATION Being a percentage of the amount shown in the Schedule – Lump Sum Benefits
1. Accidental Death	100%
2. Total loss of the sight of both eyes	100%
3. Total loss of the sight of an only eye	100%
4. Total loss of the sight of one eye	40%
5. Total loss of the sight of one eye, together with the serious diminution of the sight of the other eye	75%
6. Loss of binocular vision	40%
7. Loss of eyeball (in addition to compensation for loss of sight of an eye)	22%
8. Total loss of power of speech	60%
9. Total loss of sense of taste or smell	17%
10. Total loss of senses of both taste and smell	35%
11. <b>Loss</b> of both hands	100%
12. Total loss of the right arm, or the greater part of the right arm	80%
13. Total loss of the left arm, or the greater part of the left arm	75%
14. Total loss of the right hand or of four fingers and thumb of the right hand, or of the lower part of the right arm	70%

15. Total loss of the left hand or of four fingers and thumb of the left hand, or of the lower part of the left arm	65%
16. Total loss of the thumb: a) Of the right hand b) Of the left hand	30% 26%
17. Total loss of the forefinger: c) Of the right hand d) Of the left hand	21% 18%
18. Total loss of two joints of the forefinger: e) Of the right hand f) Of the left hand	16% 12%
19. Total loss of a joint of the thumb	16%
20. Total loss of the first joint of the forefinger: g) Of the right hand h) Of the left hand	10% 9%
21. Total loss of the first joints of the middle or little or ring finger of either hand	6%
22. Total loss of the middle finger of either hand	12%
23. Total loss of the little or ring finger of either hand	11%
24. Total loss of two joints of the middle finger of either hand	10%
25. Total loss of two joints of the little or ring finger of either hand	9%
26. Total loss of the great toe of either foot	22%
27. Total loss of a joint of the great toe of either foot	10%
28. Total loss of any other toe	6%
29. Total loss of a joint of any other toe	2%
30. <b>Loss</b> of both feet	100%
31. <b>Loss</b> of a hand and a foot	100%
32. Total loss of a leg	75%
33. Total loss of a foot	65%
34. Total loss of the lower part of the leg	70%
35. Total loss of hearing	65%

36. Total loss of (male or female) sexual organs	47%
37. Total loss of penis	47%
38. Total loss of one testicle	10%
39. Total loss of two testicles or an only testicle	47%
40. Total loss of both breasts	47%
41. Total loss of one breast	30%
42. Loss of foetus	24%
43. Quadriplegia, paraplegia or total impairment of the spine	100%
44. (a) Physical impairment not otherwise provided for in this table and as assessed accordance with the WIRC Act or TAA (whichever is applicable).  (b) Psychiatric impairment not otherwise provided for in this table and as assessed accordance with the WIRC Act or TAA (whichever is applicable).	0-100%

#### 4.1.1. Notes to be read in conjunction with Event 44 Impairment Benefits

1. The amount of any lump sum payable under Event 44 will follow the final assessment and determination of the insured persons claim under Part 5, Divisions 4 and 5 of the WIRC Act or ss 46A, 47 and 48 of the TAA (whichever is applicable).
2. The degree of impairment is expressed as a percentage based on the concept of 'whole person impairment'. The whole person impairment concept is drawn from the American Medical Association's (AMA) Guides to the Evaluation of Permanent Impairment 4th edition, or any subsequent prescribed edition or by an alternative method as prescribed for use from time to time under the relevant Victorian worker's compensation or transport accident legislation.
3. Assessment of the degree of impairment can only be completed when the **Injury** has stabilised.
4. If the compensation payable under this section is for industrial deafness, the amount of compensation shall be calculated:
  - a) if the date of **Injury** is deemed to be the last day of the **Insured Person's** active service out of which or in the course of which the **Injury** arose as at that date; or
  - b) if the date of **Injury** is deemed to be the date of the claim, as at the day on which the compensation is determined; then:

- c) compensation is not payable under this section for loss of hearing unless the percentage of diminution of hearing determined as assessed by an Independent Impairment Assessor is at least 7%;
  - d) if compensation is payable for loss of hearing, the percentage of the maximum amount payable for total loss is the percentage of the diminution of hearing determined as assessed by an Independent Impairment Assessor.
5. For the purpose of the Table of Events, the percentage of diminution of hearing shall be determined in accordance with the improved procedure for determination of percentage of loss of hearing (1988 Edition) or a later prescribed edition published by the National Acoustic Laboratory.
  6. Where a pre-existing or underlying condition is aggravated by a work-related **Injury**, only the **Impairment** resulting from the aggravation is to be assessed. However, an assessment should not be made unless the effects of the aggravation of the underlying or pre-existing condition are considered permanent. In these situations, the pre-existing or underlying condition would usually have been symptomatic prior to the work-related injury and the degree of permanent impairment resulting from that condition is able to be accurately assessed.
  7. If the employee's **Impairment** is entirely attributable to the pre-existing or underlying condition, or to the natural progression of such a condition, the assessment for permanent impairment is nil.
  8. Where the pre-existing or underlying condition was previously asymptomatic, all the permanent impairment arising from the work-related injury is compensable.
  9. Any impairment from an unrelated cause occurring subsequent to the Injury is to be disregarded from any assessment of impairment.

#### **4.1.2. Notes to be read in conjunction with the Table of Events**

1. The amount of any lump sum benefits payable under Event 2 to 43 will follow the final assessment and determination of the insured person's claim pursuant to section 221 of the WIRC Act.
2. The total loss of a limb, hand, foot, finger, thumb, toe or joint or any part thereof shall be deemed to include the Permanent total loss of the use of such limb, hand, foot, finger, thumb, toe, joint or part;
3. Where an Insured Person habitually uses the left hand and arm to perform work usually performed by an Insured Person with the right hand and arm the compensation payable for the loss of such left arm or the greater part of the arm or for the total loss of the left hand or of five fingers thereof or of the lower part of that arm or of a finger or part of a finger of the left hand shall be such amount as would have been payable for a similar loss in respect of the right arm or the part of parts thereof, but in any such case the compensation for the loss of the right arm or for the total loss of the right hand or of five fingers thereof or of the lower part of the right hand shall be such amount as would have been payable for a similar loss in respect of the left arm or the part of parts thereof if the Insured Person did not habitually use the left hand and arm to perform work usually performed by an Insured Person with the right hand and arm.

- 4. If an **Insured Person** suffers on the same occasion more than one of the injuries mentioned in the Table of Events the **Insured Person** is not in any case entitled to receive as compensation more than 100% of the Capital Benefits payable.
  
- 5. If an **Insured Person** suffers any **Injury**:
  - a. which as to the major part consists of an **Injury** for which compensation is payable under the Table of Events; or
  - b. which consists of a lesser but substantial degree of any **Injury** for which compensation is payable;
 

the **Injury** shall be regarded as an **Injury** for which compensation based on the Table of Events shall be payable, and the **Insured Person** may be awarded as compensation such amount as appears to be just and proportionate to the degree of **Injury** suffered, subject to any determination made under the WIRC Act or TAA (whichever is applicable).
  
- 6. Compensation per Events 2 to 44 under the Table of Events is not payable after the death of the **Insured Person** concerned.

**4.2. Weekly Injury Benefits**

<b>THE EVENTS</b>	<b>THE BENEFITS</b>
<b>Injury</b> resulting directly in the following <b>Event</b> which occur within twelve (12) months of the date of <b>Injury</b> :	<b>EACH INSURED PERSON</b>
45. Temporary Total Disablement	During such disablement, the Weekly Benefit as specified in the <b>Schedule</b> .
46. Temporary Partial Disablement	40% of the amount payable for <b>Event 45</b> .

## 5. Psychiatric Impairment Benefits

### Extent of Cover

- a) If, as a result solely and directly of **Injury**, an **Insured Person** suffers from an **Event** described in **Event 47** of the following Table of Events, **We** will pay compensation for that **Event** if the impairment occurs during the **Period of Insurance** and is not subject to payment of compensation under one of the statutory schemes referred.
- b) If, as a result solely and directly of **Psychiatric Impairment**, an **Insured Person** suffers from an Event described in Event 48 of the following Table of Events, **We** will pay compensation for that Event if the **Psychiatric Impairment** occurs during the **Period of Insurance** and is not subject to payment of compensation under one of the statutory schemes referred.

### Table of Events

#### 5.1. Lump Sum Benefits

THE EVENTS	THE COMPENSATION
Injury as defined, resulting in:	Being a percentage of the amount shown in the Schedule – Lump Sum Benefits
47. <b>Psychiatric Impairment</b> arising as a consequence of or secondary to a physical <b>Injury</b>	0-100%

#### 5.2. Weekly Impairment Benefits

THE EVENTS	THE BENEFITS EACH INSURED PERSON
<b>Psychiatric Impairment</b> resulting directly in the following Event which occurs within the <b>Period of Insurance</b> :	
48. Temporary Total Disablement	During such disablement, the Weekly Benefit as specified in the Schedule.

#### 5.3. Notes to be read in conjunction with Psychiatric Impairment Benefits

1. A **Psychiatric Impairment** is assessed by an independent medical examiner, **Registered Psychologist** or **Registered Psychiatrist** who has successfully completed a training course as approved under section 91(1)(b) of the *Accident Compensation Act 1985* or section 54(1)(b) of the *Workplace Injury Rehabilitation and Compensation Act 2013* for the assessment of impairment for mental injuries or psychiatric injuries;

2. The impairment is assessed in accordance with the *Guideline for the Evaluation of Psychiatric Impairment by Clinicians (GEPIC)* in order to ensure consistency with assessment performed under Event 44 when falling under the WIRC Act;
3. A combined Event 44(b) and Event 47 impairment threshold of at least 21% must first be met before the benefit is paid under Event 47.
4. An impairment threshold of 10% must first be met before the benefit is paid under Event 48 Temporary Total Disablement.
5. In order for a benefit to be paid under Event 48, it must first be determined the **Psychiatric Impairment** is as a result of a primary cause, which may be compensable under Event 44(b), or as a consequence of or secondary to an **Injury** which occurs during the **Period of Insurance** and arises from the activities defined in the Scope of Cover,
6. If an **Insured Person** suffers on the same occasion more than one of the impairments mentioned in the Table of Events the **Insured Person** is not in any case entitled to receive as compensation more than 100% of the Capital Benefits payable.
7. Benefits will cease to be paid under Event 48 of the above Table of Events once a person is cleared to apply for deployment or is fit to undertake the activities outlined in the Scope of Cover.
8. Compensation per Events 47 to 48 under the Table of Events is not payable after the death of the **Insured Person** concerned.

## 6. Additional Benefits

### Extent of Cover

If, as a result solely and directly of **Injury**, or as otherwise defined under clauses 6.4 and 6.8, an **Insured Person** suffers from an event described in one of the following Additional Benefits, **We** will pay compensation for that event in addition to any compensation payable to any **Victorian statutory workers compensation scheme** or **Victorian transport accident scheme**;

- i. if the **Injury** occurs during the **Period of Insurance**, and
- ii. if it gives rise to an entitlement or payment of compensation under any Victorian statutory workers compensation or Victorian transport accident scheme (with the exception of Trauma Counselling Benefit which will be paid if there is no entitlement for compensation or claim payable under one of the statutory schemes referred),

### 6.1. Fractured Bones Benefits

THE EVENTS <b>Injury</b> resulting directly in the following <b>Event</b> (Fractured Bones) which occur within twelve (12) months of the date of <b>Injury</b> :	THE BENEFITS EACH INSURED PERSON
1. Neck, skull or spine (complete fracture)	\$5,000
2. Hip or pelvis	\$3,750
3. Leg, jaw, wrist, cheek, ankle, Hand or Foot	\$2,500
4. Shoulder blade or hairline fracture of skull or spine	\$1,500
5. Nose or collar bone	\$1,000
6. Arm, kneecap, or elbow	\$500
7. Rib	\$500
8. Finger, thumb 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 on the Fractured Bones Benefits Table against **Events** 1 to 8.

The maximum benefit payable for any one **Injury** resulting in fractured bones shall be \$5,000 unless otherwise shown on the Fractured Bones Benefits Table against **Events** 1 to 8.

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.

### 6.2. Pain and Suffering Benefit

- a. An **Insured Person** who has suffered an **Injury** per Events 2 to 44 of the Table of Events (clause 4.1) (or two or more of any such Injuries on the same occasion) is entitled to receive by way of compensation for pain and suffering resulting from the **Injury** or all of those Injuries, in addition to any other compensation, an amount not exceeding \$185,000



- b. Compensation for pain and suffering is not payable if the compensation paid or payable for the effects of the **Injury** under Events 2 to 44 of the Table of Events (clause 4.1) is less than \$37,450
- c. The maximum amount of compensation is payable only in a most extreme case and the amount payable in any other case shall be reasonably proportionate to that maximum amount having regard to the degree and duration of pain and suffering and the severity of the **Injury** or Injuries.
- d. In determining pain and suffering compensation, “pain and suffering”, means:
  - i. actual pain; or
  - ii. distress or anxiety;suffered or likely to be suffered by the Insured Person whether resulting from the **Injury** concerned or from any necessary treatment.
- e. Compensation for pain and suffering is not payable after the death of the **Insured Person** concerned.

### 6.3. Workplace Assault Benefit

If an **Insured Person** sustains an **Injury** as a result of an unprovoked assault whilst in the course of their duties on behalf of the **Insured**, **We** will pay the **Insured Person** an amount of \$5,000.

### 6.4. Trauma Counselling Benefit

If an **Insured Person** witnesses a traumatic or violent act in the course of their duties on behalf of the **Insured**, **We** will pay the costs necessarily incurred by the **Insured Person** in seeking counselling from a **Registered Psychologist** or **Registered Psychiatrist**, up to a maximum of \$5,000.

### 6.5. Lifestyle modification benefit

If an **Insured Person** is entitled to an **Event** payable at 100%, **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.

### 6.6. Occupationally acquired AIDS/HIV

If an **Insured Person** suffers an **Injury** and either through that **Injury** or through the medical treatment or emergency assistance provided in response for the **Injury** he or she is directly exposed to and contracts Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) HIV, a Hepatitis B or Hepatitis C infection, the compensation that this Policy affords per Table of Events, Event 44 will only be payable if:

- a) the **Injury** is reported to Us within 48 hours after the date on which the **Insured Person** was exposed to an infection to which this provision has referred;

- b) it is also reported to Us within that 48 hour period that the **Insured Person** has been medically tested by a legally qualified medical practitioner for these infections;
- c) the medical testing of a recognised laboratory shows that the **Insured Person** was not AIDS / HIV, Hepatitis B or Hepatitis C infected before the direct exposure to which this provision has referred; and
- d) the **Insured Person** is positively diagnosed as having contracted within 180 days of his or her **Injury** an infection to which this provision has referred.

If We determine that the circumstances at the time of the exposure to infection precluded compliance with provisions (a) or (b), there must be compliance with provisions (a) and (b) as soon as is practicable after the date the **Insured Person** suffers his or her **Injury**. Otherwise the compensation that this Policy affords will not be payable.

If the exposure of an **Insured Person** to any of the infections to which this provision has referred and the **Injury** the **Insured Person** suffers is unrelated, the compensation that this Policy affords will only be payable if:

- e) a legally qualified medical practitioner medically tests the **Insured Person** for those infections within 48 hours after the date the **Insured Person** first became aware that the medical treatment for the **Injury** he or she received would or could lead to his or her being AIDS / HIV, Hepatitis B or Hepatitis C infected;
- f) medical testing of a recognised laboratory shows that the **Insured Person** was not AIDS / HIV, Hepatitis B or Hepatitis C infected before the medical treatment to which provision (e) has referred was received; and
- g) the **Insured Person** is positively diagnosed as having contracted within 180 days of his or her becoming aware that the medical treatment to which provision (e) has referred would or could lead to his or her being HIV, Hepatitis B or Hepatitis C infected.

Provided that if We think that circumstances precluded compliance with provision (e), there must be compliance with provision (e) as soon as is practicable after the date the **Insured Person** first became aware that the medical treatment to which (e) has referred would or could lead to his or her being AIDS / HIV, Hepatitis B or Hepatitis C infected. Otherwise the compensation that this Policy affords will not be payable.

The maximum benefit payable is 37% of the Lump Sum Benefit as shown on the Schedule.

## 6.7. Funeral Expenses

If during the **Period of Insurance** an **Insured Person** suffers **Accidental Death** the **Policy** extends to cover the expenses of burial or cremation or the cost of returning the **Insured Person's** body or ashes to a place nominated by the legal representative of the **Insured Person's** estate, up to a maximum of \$5,000.

## 6.8. Additional costs incurred benefit

We will, in addition to any other entitlement under the policy, pay to the **Insured** an agreed amount of \$25,000 per **Insured Person**, in the case of the **Accidental Death** or **Permanent Disablement** of such **Insured Person(s)**.

It is further agreed that the benefit will apply regardless of whether the **Insured Person** has dependants or not.

The benefit for **Permanent Disablement** will only be payable if the compensation Percentage is assessed at 75% or greater.

The benefit will be payable direct to the Insured and will be used to offset costs incurred, which shall include but not be limited to, fees and costs incurred by the Insured for solicitors, accountants and other consultants, general overhead expenses of the Insured, administration work undertaken by the Insured and other costs incurred on behalf of an **Insured Person** (eg: airfare, accommodation costs, etc).

## 7. Special Provisions

- 7.1 Any benefits payable under this **Policy** shall be payable to the **Insured Person** or another person as nominated by the **Insured Person** or the **Insured Person's** legal representative or estate.
- 7.2 If an **Insured Person** suffers an **Injury** resulting in the maximum benefit payable for any one of the **Events** listed in the Table of Events, **We** will not be liable under this **Policy** for any subsequent related **Injury** to that **Insured Person**.
- 7.3 Benefits shall not be payable under this **Policy** for more than one of;
- Events** 2 to 44 in respect of the same **Injury**; or
  - Events** 47 in respect of the same **Psychiatric Impairment**.
- 7.4 Any benefits otherwise payable under this **Policy** shall be reduced by the amount the Insured Person is entitled to receive from:
- An Enterprise Bargaining Agreement that an **Insured Person** is entitled to access with their respective employer; and/or
  - A weekly or periodic disability benefit under any Workers Compensation Act, Transport Accident Act, Statutory compensation, or any ordinance or other legislation having similar effect; and/or
  - Weekly earnings from any other employment or occupation.
- 7.5 Benefits shall not be payable;
- For **Events** 45, 46 and 48 in excess of a total period of one hundred and fifty-six (156) weeks in respect of any one **Injury**, unless otherwise stated on the **Schedule**;
  - For **Events** 45, 46 and 48 during the **Excess Period** stated in the **Schedule**, calculated from the commencement of the **Injury** or assessed **Psychiatric Impairment** and an amount which exceeds the percentage of **Salary** stated in the **Schedule**;
  - 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**;
  - For more than one of **Events** 45, 46 and/or 48 that occur for the same period of time.
- 7.6 If as a result of **Injury**, benefits become payable under **Event** 45 and/or 46, 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.
- 7.7 If as a result of **Psychiatric Impairment**, benefits become payable under **Event** 48, and while this **Policy** is in force, an **Insured Person** suffers a recurrence of **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 **Psychiatric Impairment** and a new **Excess Period** shall apply.

7.8

7.9 If an **Insured Person** sustains an **Injury** for which benefits are payable under **Event 45**, **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.

7.10 Subject to 7.6, weekly benefits for **Event 45** and/or 46 shall be payable monthly in arrears. Disability for a period of less than one week shall be paid at the rate of one-fifth (1/5<sup>th</sup>) of the weekly benefit for each day during which the disability continues.

7.11 Subject to 7.7, weekly benefits for **Event 48** shall be payable monthly in arrears. Disability for a period of less than one week shall be paid at the rate of one-fifth (1/5<sup>th</sup>) of the weekly benefit for each day during which the disability continues.

7.12 If as a result of **Injury**, an **Insured Person** is entitled to a benefit under **Event 45** and/or 46 and subsequently becomes entitled to a benefit under **Events 1** to 44, all benefits payable under **Events 45** and 46 shall cease from the date of such entitlement.

7.13 In the event the Insured is liable to pay a benefit for an **Injury** not otherwise provided for in the Table of Events, the benefit will be such percentage of the Capital Benefit as agreed between Us and the Insured to a maximum of 15%.

7.14 Any benefits payable under this **Policy** associated with an **Injury** that results in **Accidental Death**, are subject to receipt of a death certificate.

## 8. General Conditions

### 8.1 Subrogation

In the event of any payment under this **Policy**;

- a. **We** shall be subrogated to all of the Insured's rights and the rights of an **Insured Person** to recovery against any person or entity other than another Insured or **Insured Person** protected by this **Policy** and the Insured and the **Insured Person** must execute and deliver any instruments and papers and do whatever else is necessary to enable **Us** to secure such rights. Neither the Insured nor the **Insured Person** shall take action after any loss which will prejudice **Our** rights of subrogation.
- b. Any amount recovered from any person (including from the Insured or another Insured Person) by an **Insured Person** in relation to the **Events(s)** or **Injury** that gave rise to the payment under this **Policy** is first to be paid to us up to the full amount of any payment made under this **Policy**.

### 8.2 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.

### 8.3 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.

### 8.4 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. 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**, in conjunction with the Insured, 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.

### 8.5 Currency

All amounts shown in the **Policy** are in Australian Dollars (AUD)

### 8.6 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.

### 8.7 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.

### **8.8 Arbitration / Mediation**

In the event that any dispute between **Us** and the **Insured Person** and the Insured arising out of this **Policy** cannot be resolved within a reasonable period of time, then, subject to the agreement of both parties, the matter shall be referred to an appropriately qualified and independent mediator.

The cost of arbitration / mediation will be borne in equal proportion to the entitlement to indemnity as agreed following the arbitration / mediation. The Insured and We agree to abide by the outcome of the arbitration / mediation which shall be conducted according to the legal rules governing commercial arbitration / mediation.

### **8.9 Cancellation of the Policy**

The Insured may cancel the **Policy** at any time by notifying **Us** in writing. The cancellation will take effect at 11:59:59pm Australian Eastern Standard Time on the date **We** receive written cancellation. **We** shall retain a pro-rata proportion of the premium for the premium for the time the **Policy** has been in force and refund the balance to the Insured.

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

**We** may cancel this **Policy** in any of the relevant circumstances set out in the Insurance Contracts Act 1984 (as amended), such cancellation to take effect within sixty (60) days from the time of notification received by the Insured.

## 9. General Exclusions

**We** shall not pay benefits with respect to any loss, damage, liability, event or **Injury** which:

1. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Insured or an **Insured Person**, except for intentional self-injury or suicide committed by an **Insured Person** who was previously diagnosed with a psychological or psychiatric injury arising from the activities outlined in the Scope of Cover
2. If it is proved an **Injury** to an Insured Person is attributable to the Insured Person's serious and wilful misconduct (including being under the influence of intoxicating liquor, or a drug within the meaning of the Road Safety Act 1986 unless the alcohol or drug was prescribed by a legally qualified medical practitioner).
3. results from an **Insured Person** engaging in or taking part in flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers;
4. 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;
5. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising there from.
6. results from any expenses, the payment of which would constitute "health insurance business" as defined under the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth.).
7. 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**.
8. results from a sickness, illness or disease unless caused by **Injury**.
9. 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.
10. results from any chemical or biological release or exposure of any kind caused by a Declared Terrorist Incident as defined in the Terrorism Insurance Act 2003 (Commonwealth).



## 10. Claims Process

### Notice of claim

1. Written notice must be given to Us by the Insured as soon as reasonably practical after an **Insured Person** suffers an **Injury** and is entitled to a claim under this **Policy**.
2. An **Insured Person** shall provide to Us all documentation requested by **Us** relating to any workers compensation or transport accident scheme claim made for the **Injury**.
3. All certificates and evidence required by Us shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature as **We** shall prescribe.
4. The Insured is required to provide Us assistance and other cooperation as required in reviewing and assessing all eligible claims under this **Policy**.
5. An **Insured Person** shall as often as reasonable required submit to medical examination or impairment assessment on Our behalf and at Our expense.
6. Depending on the age and content of the existing medical records, it may be necessary to arrange a medico-legal assessment to determine the correct level of entitlement. This will be arranged sensitively, having regard to the **Insured Person's** circumstances. The medico-legal expert chosen will be experienced in the application of the Accident Compensation Act entitlement provisions.
7. We will make payment of the entitlement directly to the **Insured Person** on receipt of an appropriate release.

## 11. 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*, *Privacy and Data Protection Act 2014* 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 collect and record personal information through its client data collection processes including its website, online forms and surveys. Personal information provided directly to Us will only be used for the purpose of performing Our functions or activities. For example VMIA will need to collect personal information to prepare insurance renewals. 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 or survey electronically;
- when you register to attend training and events; and
- when you access VMIA's secure client portal on VMIA's website.

### Access and Correction

Please contact VMIA's Information Privacy Officer on 03 9270 6900 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