

# Insurable Risk Policy

## Section 1 - Purpose

(1) This Policy specifies the University's insurance requirements in order to provide comprehensive and cost effective protection for its insurable risks and documents the terms and conditions of this protection.

### Background

(2) Insurance is a risk transfer mechanism that enables the University to transfer the funding of losses to a third party, usually a mutual fund or insurance company.

(3) Insurance is a significant expense to the University. The main costs are premiums and deductibles that the University has agreed to pay as its share of a loss. As a general rule, the higher the deductible, the lower the premium.

(4) Group Risk has the sole responsibility for maintaining the insurance program, promoting compliance with terms and conditions of insurance policies, managing the claim process and providing advice and information to the University community. Brokers are currently appointed for a period of three (3) years and are remunerated by annual fees.

### Scope

(5) This Policy applies to:

- a. all insurance transactions entered into by the University, with the exception of the two statutory forms of insurance, Workers Compensation and Motor Vehicle Compulsory Third Party (Green Slips);
- b. insurable risks only i.e. risks for which there are insurance products; and
- c. Controlled Entities that have opted to remain insured under the University's umbrella program.

(6) This Policy applies to all staff of the University and its Controlled Entities, and to students. Whilst the primary purpose of the insurance program is to protect the assets and liabilities of the University, the program also protects the interests of individuals who are involved in the day-to- day activities of the University.

## Section 2 - Policy

(7) The University will institute an insurance program that will:

- a. sufficiently protect the University's investments in assets, and its revenue;
- b. provide indemnities against liabilities arising from the conduct of business activities;
- c. indemnify staff, students and others who assist the University;
- d. provide an incentive for effective risk management; and
- e. achieve the best combination of price and coverage.

(8) To ensure that its insurance program responds effectively in the event of a loss, the University will:

- a. act in the utmost good faith towards its providers;
- b. comply with individual policy terms and conditions; and
- c. maximise its recoveries under its insurance policies.

(9) The University's insurance policies are subject to terms, conditions, exclusions, and limitations as expressed in the various policy wordings. This Policy should not be used to determine whether cover is available under specific wording, as this will depend on the circumstances of a loss/claim.

(10) This Policy should be read in the context of the University's [Travel Policy](#) and [Travel Procedure](#).

## Section 3 - Procedures

### Part A - Accident and Health

#### Corporate Travel Insurance

(11) The University provides Corporate Travel Insurance cover for approved Travel for Business for up to 180 days. With the approval of the University's insurer, the duration may be extended to 365 days with an additional premium applicable. 365 days is the maximum trip duration allowed under the policy with an additional premium payable. Journeys over 180 days and less than 365 days will need to be declared to the insurer via the University's Insurance office. Contact [insurance@mq.edu.au](mailto:insurance@mq.edu.au) for more information.

(12) The Insurance Manager must be notified in writing via email to [insurance@mq.edu.au](mailto:insurance@mq.edu.au) prior to any Travel for Business that exceeds 180 days, otherwise the insurance will be invalid. Additional premium charges will apply.

(13) A Traveller is covered by the University's Corporate Travel Insurance policy when Travel for Business is approved in accordance with the [Travel Policy](#). If the overseas travel is not required by the University, for example if it is for personal reasons, the University's Corporate travel insurance will not provide coverage for this travel even if the arrangement is supported by the relevant supervisor.

(14) Staff should consult with the Work Health and Safety (WHS) team ([whs@mq.edu.au](mailto:whs@mq.edu.au)) regarding any workers compensation implications.

#### Student incidental leisure travel

(15) The University's travel insurance policy does not provide cover for leisure travel outside the dates of the University-related approved activity. This includes before, after (or a combination of both), or leisure travel occurring in between University-related activities that may be spread out across a trip.

(16) Students will need to purchase their own insurance (including emergency assistance) for any leisure travel.

#### Staff incidental leisure travel

(17) Staff travelling on approved University business can be covered subject to policy terms and conditions. Incidental leisure travel will be covered if the total leisure travel days are less than 7 days and leisure travel days are less than business travel days. If staff incidental leisure travel days are more than 7 days or more than the business travel days, no single leisure travel days will be covered under the University's corporate travel insurance policy and staff must obtain personal travel insurance at their own costs.

#### Corporate Travel Insurance Provider and Coverage

(18) Corporate Travel Insurance provides protection for all University staff and students while on travel for approved University business outside their usual work environment (see [Appendix A - Corporate Travel Insurance Coverage](#)).

## **General Exclusions**

(19) Some general exclusions of the Corporate Travel Insurance policy are:

- a. incidents that occur while under the influence of drugs or alcohol;
- b. high risk activities including but not limited to; bungee jumping, paragliding, parasailing, scuba diving, caving, canyoning, abseiling, riding a motorcycle either as a driver or passenger;
- c. flying or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers;
- d. unscheduled flight(s) which means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals. Taking an unscheduled flight has reduced cover benefit;
- e. training for and/or participating in professional sport of any kind;
- f. any intentional self-injury or attempt at same, suicide or any illegal or criminal act committed by a Traveller;
- g. war or civil war in any and all of Afghanistan, Chechnya, Iraq, and Somalia;
- h. the financial default of any airline or other transportation provider, accommodation provider, car rental agency, travel wholesaler or booking agent;
- i. the cancellation curtailment or diversion of scheduled public transport services, including by reason of strike, or other industrial action, if there had been a published warning that such events were likely to occur prior to the Traveller booking their journey;
- j. travelling against the advice of a doctor;
- k. travelling whilst unfit to travel;
- l. travelling to seek medical attention for a pre-existing condition; and
- m. expenses incurred for routine medical, optical or dental treatment or consultation.

For the specific COVID-19 coverage position, please refer to the COVID-19 coverage section.

(20) For Travel for Business to the Traveller's own country of residency, there may be limited travel insurance cover applicable. If the Traveller is a foreign national living in Australia and undertakes University business travel to their own country of residence (ie: home country), certain benefits may not be covered by the University's Corporate Travel Insurance e.g. medical costs, repatriation, evacuation, etc. The Traveller will be expected to rely on their home country's public or private medical/health system.

(21) If the Traveller lives in Australia and is a dual passport holder, has dual citizenship, or permanent resident status in Australia and undertakes University business travel to their country of citizenship, the University's Corporate Travel Insurance will respond accordingly. Where a traveller is eligible for access to any public or private medical/health system in their home country, the Traveller will be expected to claim through that system before claiming under the University's Corporate Travel Insurance.

(22) The claim process is not under the University's control and the Insurer's claim team has full discretion to assess the claim and make a decision.

## **COVID-19 coverage**

(23) Cover is provided for medical expenses incurred overseas if a Traveller contracts COVID-19 and requires medical treatment from a doctor. No cover is provided for COVID-19 vaccinations whether mandatory or voluntary.

(24) For loss of deposits and cancellation and curtailment expenses, cover is provided for the following events:

- a. the Traveller's unexpected death from COVID-19 prior to the journey commencing;
- b. the Traveller contracting COVID-19 which results in them being certified by a doctor as being unable to commence the journey as planned;

- c. the Traveller contracting COVID-19 which results in them being directed by a health authority to quarantine which prevents them from being able to commence the journey as planned;
- d. the Traveller, a close relative, close colleague or travelling companion of the Traveller being directed by a health authority to quarantine because of a close contact with a positive or suspected positive case of COVID-19 which prevents the Traveller being able to commence the journey as planned; and
- e. a close relative, close colleague or travelling companion of the Traveller contracting COVID-19, or their unexpected death from COVID-19 which prevents the Traveller being able to commence the journey as planned.

All claims must result from an unforeseen circumstance outside the control of the University or the Traveller.

### **Motor Vehicle Hire (excess only)**

(25) A Traveller who hires a motor vehicle should be aware that the University's Corporate Travel Insurance policy does not cover the theft of the hired motor vehicle or the costs of repairs to the hired motor vehicle or the cost of repairs to other property or claims for injury to other road users.

(26) The Corporate Travel Insurance policy covers the insurance excess imposed by the hire company in the event of a claim. The maximum payable for any claim is \$20,000. It is therefore essential to make sure that the hired motor vehicle is fully insured through the car hire rental agreement.

### **Pre-existing medical conditions**

(27) Under the Corporate Travel Policy, a pre-existing medical condition is defined as:

- a. any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a doctor twelve (12) months immediately prior to the Traveller's journey; or
- b. the symptoms of any physical defect, condition, illness or disease which a reasonable person in the circumstances would be expected to be aware of an underlying physical defect, condition, illness or disease in the three (3) months prior to becoming a Traveller under the insurance policy.

(28) By virtue of the above, Insurers usually consider a pre-existing medical condition to include:

- a. a medical or dental condition that is currently being or has been investigated or treated by a health professional; and/or
- b. any condition for which a person takes prescribed medicine; and/or
- c. any condition for which a person has had surgery; and/or
- d. pregnancy.

(29) A Traveller with a pre-existing medical condition/s is requested to do the following before Travel for Business:

- a. notify the Health Management Advisor (for staff: 02 9850 9746) or Student Wellbeing (for students: 02 9850 7497) of any pre-existing medical condition/s that may require special attention or access to specialised medical treatment during travel; and
- b. provide a letter from your treating doctor confirming your fitness to travel to the Health Management Advisor (for staff) or Student Wellbeing (for students).

(30) In addition to all General Exclusions cover under the Corporate Travel Policy for pre-existing medical conditions will not be provided where:

- a. travel is undertaken by the Traveller against the advice of a doctor or dentist; or

- b. travel is undertaken where the Traveller is unfit to travel; or
- c. travel is for the purpose of the Traveller seeking medical attention for a pre-existing medical condition; or
- d. expenses that are incurred for any medication or ongoing treatment for a pre-existing medical condition which the Traveller has been advised to continue by their doctor during travel; or
- e. expenses that are incurred directly or indirectly in relation to a Traveller's terminal condition which was diagnosed by a doctor prior to the travel commencing.

(31) Lump-sum and weekly personal injury benefits that are directly or indirectly related to a pre-existing medical condition are excluded.

### **Travel to higher risk or sanctioned countries**

(32) For travel to any destination identified as a Level 3 ('reconsider your need to travel') risk as defined by the [Department of Foreign Affairs and Trade](#) (DFAT) the Chief Risk Officer must be consulted to enable advice to be provided to the relevant University Executive Group member prior to approval and commencement of the trip.

(33) Travellers may not travel to any destination identified as a 4 ('do not travel') risk as defined by the [Department of Foreign Affairs and Trade](#) (DFAT) at the time of booking or any time up to departure unless it is reduced by the time of departure.

(34) Travel to areas against DFAT advice or to sanctioned countries as identified by the insurer which may change without warning depending on global circumstances, or to geographically unique areas (e.g., Antarctica) is not automatically covered by the University's Corporate Travel Insurance policy (see [Appendix B - List of Sanctioned Countries](#)). Advice should be sought from [insurance@mq.edu.au](mailto:insurance@mq.edu.au) prior to booking travel to such destinations.

### **Emergency Assistance Provider**

(35) The University has partnered with [International SOS](#) to provide 24 hour resources and support for those on international Travel for Business. Refer [Travel Policy](#).

(36) For questions or further assistance, email the Group Risk team at [traveladvice@mq.edu.au](mailto:traveladvice@mq.edu.au).

### **Claim**

(37) To claim any University or personal costs or losses incurred that are eligible for reimbursement under the Corporate Travel Insurance policy, a [Travel Insurance Claim Form](#) must be completed and submitted to the Insurance Office. Only one Claim Form needs to be completed for losses involving both University and personal property, however, the values need be distinguished via supporting documentation to facilitate correct reimbursement to each party.

(38) The Claim Form indicates what proof of loss/damage the insurer requires to enable prompt settlement of a claim. The required supporting documentation specified on the Claim Form must be submitted with the completed Claim Form to the Insurance Office for lodgment with the insurers.

(39) The following information may expedite the assessment of a claim:

- a. a copy of original and complete flight ticket itinerary for this trip to show departure and arrival in Australia;
- b. a copy of Medical Report and itemised receipts if you are claiming any medical related costs;
- c. receipts of the additional costs incurred with proof of the payments; and/or
- d. University costs and personal costs being split clearly by itemised receipts. This should also include the University bank account information for the relevant claim amount and personal bank account information for the personal costs incurred. For the University claim cost, the cost centre should be advised for allocation when the claim amount is received.

## **Group Personal Accident Insurance for Students**

(40) Group Personal Accident Insurance for Students provides protection for students in the event of accidental death or bodily injury while engaged on authorised business and activities of the University.

| <b>Summary of Benefits</b>            | <b>Excess</b> | <b>Extent of Cover</b>   |
|---------------------------------------|---------------|--|
| Accidental Death and Capital Benefits | Nil           | Up to \$100,000  |
| Weekly Injury Benefits                | 7 days        | 100% of weekly salary to a maximum of \$500; Aggregate Period: 156 Weeks |
| Weekly Sickness Benefits              | N/A           | Not Insured  |
| Non-Medicare Medical Expenses         | Nil           | 100% of costs up to a maximum of \$10,000                                |

(41) Group Personal Accident Insurance for Students is for accidental death or bodily injury only. There is no cover for sickness or illness.

(42) Medicare rebatable expenses are not covered, nor are expenses related to a 'Medicare Gap' (Non-Medicare Medical Expenses).

(43) Any benefit payable under Non-Medicare Medical Expenses is less any recovery made from any private health insurance fund or any other source with respect to the expense.

(44) All expenses must be paid for by the student who should then seek reimbursement under the policy.

(45) The insurer shall not be liable to make any payment in respect of:

- a. any expense recoverable by that student from any other source; and
- b. any expense which would result in the Insurer contravening the [Health Insurance Act 1973](#) or the [National Health Act 1953](#) or the [Private Health Insurance Act 2007](#) or any other succeeding legislation to those Acts.

(46) The University's Insurer is not a registered private health fund and legislation prohibits the consideration of expenses attracting a medical rebate including the Medicare Gap.

(47) Cover under the Group Personal Accident Insurance for Students policy applies 24 hours per day during the business of the University including travelling directly to and from the Traveller's normal place of residence, campus, or normal place of employment. This includes any minor deviations or interruptions which in no way increases the risk of bodily injury that would have normally arisen had the person travelled directly for the sole purpose of engaging in the activity on behalf of the University.

## **Group Personal Accident Insurance for Macquarie University Sports and Aquatic Centre (MUSAC) Social Sports Competition Participants**

(48) Group Personal Accident Insurance for MUSAC Social Sports Competition Participants provides protection for non-student participants engaged in University organised sport competitions in the event of accidental death or bodily injury.

| <b>Summary of Benefits</b>            | <b>Excess</b> | <b>Extent of Cover</b>   |
|---------------------------------------|---------------|--|
| Accidental Death and Capital Benefits | Nil           | Up to \$100,000  |
| Weekly Injury Benefits                | 7 days        | 100% of weekly salary up to \$500; Aggregate Period: 156 Weeks |
| Weekly Sickness Benefits              | N/A           | Not insured  |

| Summary of Benefits           | Excess                    | Extent of Cover                     |
|-------------------------------|---------------------------|-------------------------------------|
| Non-Medicare Medical Expenses | \$50 each and every claim | 100% of costs to a maximum \$10,000 |

(49) This coverage is limited and restricted in various ways. As the nature of sport activity is inherently risky, participants are strongly urged to purchase Private Health Insurance before participating in any activity and to rely on their own Private Health Insurance if a claim arises.

### **Group Personal Accident Insurance for Volunteers**

(50) Group Personal Accident Insurance for Volunteers provides protection for University and Controlled Entities volunteers in the event of accidental death or bodily injury.

| Summary of Benefits                   | Excess                    | Extent of Cover   |
|---------------------------------------|---------------------------|---|
| Accidental Death and Capital Benefits | Nil                       | Covered Persons aged up to 74 years - \$250,000<br>Covered Persons aged 75 years and under 85 years - \$25,000<br>Covered Persons aged 85 years and over - \$10,000   |
| Weekly Injury Benefits                | 7 days                    | Covered Persons aged up to 74 years - 85% of weekly salary up to a maximum of \$1,500; Aggregate Period: 104 weeks<br>Covered Persons aged 75 years and under 85 years - Not insured<br>Covered Persons aged 85 years and over: Not insured |
| Weekly Sickness Benefits              | N/A                       | Not Insured   |
| Non-Medicare Medical Expenses         | \$50 each and every claim | 100% up to a maximum of \$10,000  |

(51) Volunteers are not entitled to Workers Compensation in the event of an injury.

(52) The Group Personal Accident Insurance for Volunteers policy applies while a person is:

- engaged in voluntary work on behalf of the University including necessary direct travel to and from such voluntary work including any minor deviations or interruptions which in no way increases the risk of bodily injury that would have normally arisen had the person travelled directly without deviation or interruption for the sole purpose of engaging in voluntary work on behalf of the University; and
- provided always that any voluntary work is officially organised by and under the control of the University.

## **Part B - Property and Assets**

### **Property Protection Insurance**

(53) Property Protection Insurance provides protection for the material loss of or damage to assets – see below:

| Summary of Benefits  | Excess  | Extent of Cover  |
|--|---|--|
| Material Loss or Damage and Consequential Loss                       | \$100,000;<br>Other than Personal Property and Property in transit the retention is \$10,000 each and every claim | Maximum limit of \$750,000,000 any one loss or series of losses arising out of any one event<br>Various sub limits apply<br>Consequential Loss Indemnity Period: 48 months |
| Property Terrorism<br>Material Loss or Damage and Consequential Loss | \$100,000   | \$1,000,000,000 any one event<br>Consequential Loss Indemnity Period: 36 months  |

(54) The excess excludes the following losses:

- a. For losses in Non-Mitigated Controlled Environments (CE), the excess is 50% of the protected loss or \$100,000, whichever is the higher. For losses in Mitigated Controlled Environments (CE), the excess is 20% of the protected loss or \$100,000, whichever is the higher.
- b. For losses involving Equipment in or Under the Water and Remotely Piloted Aircraft, the excess will be 30% of replacement or repair cost (up to a maximum excess of \$100,000) or \$100,000 whichever is higher.

(55) Property Protection provides cover for material loss of or damage to assets. It extends to claims for loss of revenue, increased cost of working, loss of rental income and additional expenses resulting from interruption or interference with business. Protection is subject to certain terms, exclusions, conditions, and limitations.

(56) Where the University sustains physical loss or damage to property, the loss must be recorded through online [Risk and safety reporting](#) process on the University webpage. In the case of the loss or destruction of an item, the relevant cost is the replacement cost of the item. Where the item has been damaged but can be economically repaired, the relevant cost is the repair cost.

(57) Insurable hazards include:

- a. Fire and Perils;
- b. Accidental Damage;
- c. Earthquake;
- d. Burglary or Theft;
- e. Machinery Breakdown/Boilers & Pressure Vessels; and
- f. Spoilage by accidental means.

## Marine Hull Insurance

(58) Marine Hull Insurance provides protection for loss, damage or theft of declared boats owned by the University and its Affiliates.

| Summary of Benefits                | Excess   | Extent of Cover  |
|------------------------------------|--|--|
| Loss or damage to declared vessels | \$250 each claim other than "Pelagica" which is \$750 each claim | As per declared values   |
| Third Party Liability              | \$250 each claim other than "Pelagica" which is \$750 each claim | \$20,000,000 any one loss or occurrence and in the annual aggregate.   |
| Navigational Limits                | N/A  | Australian inland and coastal waters up to 200 nautical miles offshore. At all times subject to the navigational limits as noted per statutory authority requirements. |

## Motor Vehicle Fleet Insurance

(59) Motor Vehicle Fleet Insurance provides protection for loss, damage or theft of any vehicle declared under Macquarie University's fleet.

| Summary of Benefits          | Excess | Extent of Cover  |
|------------------------------|--------|--|
| Loss of or damage to vehicle | \$650  | Market Value   |
| Third Party Property Damage  | \$650  | \$35,000,000; Transportation of dangerous Goods Limit: \$1,000,000 |

(60) The University insures its fleet of motor vehicles under Comprehensive Cover. This provides:

- a. cover for cost of repairs to University motor vehicles (or cost of replacing a motor vehicle in the event of a theft or total loss); and
- b. Third Party Liability Cover to provide the University with cover for legal liability for loss or damage to someone else's property arising out of the use of a University vehicle.

(61) In normal circumstances, the policy will cover the liability of any person driving a University motor vehicle with the consent of the University.

(62) The University's Motor Vehicle Fleet Insurance policy does not provide any cover to persons who use their own motor vehicles on behalf of the University.

### **Marine Cargo Insurance**

(63) Marine Cargo Insurance provides protection for loss, damage or theft of the University's goods and or property whilst in transit.

| <b>Summary of Benefits</b>  | <b>Excess</b>                       | <b>Extent of Cover</b>  |
|-----------------------------|-------------------------------------|---|
| Conveyance within Australia | \$500 each and every loss           | \$500,000 any one conveyance and/or any one loss or occurrence. |
| Imports                     | \$500 (Imports) each and every loss | \$500,000 any one conveyance and/or any one loss or occurrence. |
| Exports                     | Nil (Exports) each and every loss   | \$500,000 any one conveyance and/or any one loss or occurrence. |
| Staff Moves                 | N/A                                 | Not insured   |
| Human Tissue Imports        | N/A                                 | Not insured   |

(64) Marine Cargo Insurance provides protection for any losses to the University's goods and/or property whilst in transit. The policy does not provide cover for the personal belongings of staff starting employment at the University, e.g., household goods and personal effects. Relocating staff will need to purchase transit insurance with a professional carrier.

## **Part C - Liabilities**

### **Public Liability/Product Liability Insurance**

(65) Public Liability/Product Liability Insurance provides protection for liability arising from third party personal injury (including death), and property damage claims in connection with the University's business activities and/or products.

| <b>Summary of Benefits</b>                                       | <b>Excess</b>   | <b>Extent of Cover</b>   |
|--|---|--|
| Third Party Property Damage or Personal Injury (including death) | \$20,000 inclusive of defence costs each and every occurrence | \$20,000,000 any one occurrence for Public Liability claims and in the annual aggregate for Product Liability claims |
| Liability Terrorism  | \$20,000  | \$100,000,000 each and every occurrence  |

(66) Public and Products Liability insurance covers claims made against the University, its Affiliates, and persons the University has agreed to protect. It covers the University's legal liability to pay compensation in respect of:

- a. personal Injury (including death) to a third party; and

b. damage to third party property.

(67) Public and Products Liability insurance also covers defence costs incurred in the event of legal proceedings brought against the University.

(68) The property damage or personal injury must first occur during the protection period and be caused by an occurrence in connection with the University's business and/or products sold by the University.

### **Professional Liability Insurance**

(69) Professional Liability Insurance provides protection for a civil liability claim made by a third party and arising from the University's professional services.

| <b>Summary of Benefits</b> | <b>Excess</b>  | <b>Extent of Cover</b>  |
|----------------------------|--|---|
| Professional Business      | \$30,000 inclusive of defence costs for each and every claim | \$30,000,000 any one claim and \$60,000,000 in the annual aggregate |

(70) Professional Liability (indemnity) protects the University for its legal liability to pay damages as a result of a claim made against the University and/or a protected person arising out of any actual or alleged breach of duty, negligent act, error, or omission in the conduct of the University's professional services (breach of professional duty resulting in a financial loss to a 'client' of the University). A professional duty exists particularly in connection to teaching, consulting work and research.

(71) Professional Liability Insurance cover extends to unintentional libel or slander, infringement of rights of intellectual property, and breach of confidentiality.

(72) With the exception of claims brought in North America (USA and/or Canada), the scope of cover is worldwide.

### **Cyber Liability Insurance**

(73) Cyber Liability Insurance provides protection for the costs related to regulatory fines, third party losses and reinstatement of data in the event of a cyber loss event.

| <b>Summary of Benefits</b>          | <b>Excess</b>   | <b>Extent of Cover</b>                                |
|-------------------------------------|---|---|
| Losses incurred after a cyber event | \$250,000 each and every claim; 12 hours waiting period | \$5,000,000 any one claim and in the annual aggregate |

### **Environmental Liability Insurance**

(74) Environmental Liability Insurance provides protection for claims, remediation costs and associated legal defence costs relating to an environmental pollution event occurring at any location in Australia owned, operated, managed, leased or maintained by the University.

| <b>Summary of Benefits</b>  | <b>Excess</b>   | <b>Extent of Cover</b>                                |
|---|---|---|
| Losses arising from gradual release over an extended period, including resultant claims, remediation and legal defence costs. | \$50,000 inclusive of defence costs each and every occurrence | \$2,500,000 any one claim and in the annual aggregate |

### **Medical Malpractice Insurance**

(75) Medical Malpractice Insurance provides protection for a claim arising out of the provision of healthcare services.

| Summary of Benefits | Excess    | Extent of Cover   |
|---------------------|-----------|---|
| Limit of Indemnity  | \$150,000 | \$20,000,000 any one claim and \$40,000,000 in the annual aggregate |

(76) Medical Malpractice insurance is a form of Professional Liability (breach of professional duty) but is specifically designed to cover the University and protected persons in the provision of health care services. See the [Medical Malpractice Cover Fact Sheet](#).

## General Clinical Trials Insurance

(77) General Clinical Trials Insurance provides protection for damages or compensation claims arising out of a bodily injury by human research subjects.

| Summary of Benefits   | Excess   | Extent of Cover  |
|---|--|--|
| Clinical Trials No Fault Compensation / Legal Liability / Medical Malpractice | \$10,000 any one claim, inclusive of defence costs | \$20,000,000 any one claim and in the annual aggregate |

(78) Standard Medical Malpractice excludes personal injury sustained by a person participating in a Clinical Trial. The University has insurance for Clinical Trials that have been approved by the University's Human Research Ethics Committee. See the [Clinical Trial Cover Fact Sheet](#).

## Section 4 - Guidelines

(79) Nil.

## Section 5 - Definitions

(80) For the purposes of this Policy, the following definitions apply:

- a. Affiliates include contractors, agents, visitors, honorary, clinical or adjunct appointees and consultants of the University.
- b. Controlled Entity/Entities means a person, group of persons or body of which the University or the University Council has control within the meaning of Section 39 (IA) or 45A (IA) of the [Government Sector Audit Act 1983 \(NSW\)](#).
- c. Controlled Environment means any enclosed area to create a controlled environment for research, including a combination of controls to manage, including but not limited to temperature, air pressure, air quality, humidity, lighting water quality, such as refrigerators, freezers, cool rooms, dewars, fish tanks, greenhouses, herbaria, and sterilized housing.
- d. Fire and Perils are: Fire (including that caused by or arising from, spontaneous combustion and/or overheating and fermentation), lightning, impact by aircraft and/or aerial devices and/or articles dropped or falling there from, impact by space debris or sonic boom, impact by motor vehicles and mobile equipment (including cranes), water-borne craft or animals, explosion, implosion, smoke and/or steam, tidal wave, storm, tempest, wind, hail, cyclone, hurricane, typhoon, tornado, rainwater, flood, water and/or other liquids and/or substances discharges, overflowing and/or leaking from apparatus, appliances, pipes, tanks, sprinkler and /or other systems, or otherwise escaping from intended confines, the acts of persons taking part in riots or civil commotion or of strikers or locked-out workers or of persons taking part in labour disturbances including malicious persons or the acts of any lawfully constituted authority in connection with the foregoing acts or in connection with any conflagration and whether or not any of the foregoing are the result of earthquake, subterranean fire and/or volcanic eruption.

- e. Health Management Advisor means an employee who is responsible for providing specialised health and safety advice.
- f. Medicare Gap means any difference between payment made by Medicare under the Medicare Benefits Schedule and the fee charged by the medical practitioner (if they are different).
- g. Non-Medicare Medical Expenses are expenses:
  - i. incurred within twelve (12) months of sustaining a bodily injury;
  - ii. paid by a Covered Person or by the Policyholder for doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and / or ambulance services for the following treatments: Medical, Surgical, X-ray, Chiropractic, Osteopathic, Physiotherapy, Hospital, Nursing Treatment; and
  - iii. that do not include dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the Bodily injury referred to in (a) above.
- h. Travel for Business means travel approved by an Authorising Officer as part of University business, which may include associated costs for airfares, accommodation, car hire, or other authorised travel costs.
- i. Traveller means anyone who undertakes travel on behalf of the University and/or incurs travel or related expenses.

## Status and Details

|                              |  |
|------------------------------|--|
| <b>Status</b>                | Current  |
| <b>Effective Date</b>        | 8th August 2025                                      |
| <b>Review Date</b>           | 8th August 2030                                      |
| <b>Approval Authority</b>    | Vice-President, Finance and Resources                |
| <b>Approval Date</b>         | 7th August 2025                                      |
| <b>Expiry Date</b>           | Not Applicable                                       |
| <b>Responsible Executive</b> | Robin Payne<br>Vice-President, Finance and Resources |
| <b>Responsible Officer</b>   | Kylie McKiernan<br>Chief Risk Officer                |
| <b>Enquiries Contact</b>     | Maggie Feng<br>Insurance Manager<br>+61 2 9850 1683  |