

Insurable Risk Guideline

Section 1 - Purpose

(1) This Guideline provides information and guidance to University staff, students, and visitors about the insurance protections available under the University's insurance program.

Scope

(2) This Guideline provides a summary of the University's insurance coverage and will assist staff, students, and others who may want further information on the cover provided. This Guideline covers the following specific areas:

PART A - Accident and Health		
Corporate Travel Insurance		
Group Personal Accident Insurance for Students		
Group Personal Accident Insurance for Macquarie University Sports and Aquatic Centre (MUSAC) Social Sports Competition Participants		
Group Personal Accident Insurance for Volunteers		

PART B - Property and Assets	
Property Protection Insurance	
Marine Hull Insurance	
Motor Vehicle Fleet Insurance	
Marine Cargo Insurance	

PART C - Liabilities		
Public Liability / Products Liability Insurance		
Professional Liability Insurance		
Cyber Liability Insurance		
Environmental Liability Insurance		
Medical Malpractice Insurance		
General Clinical Trials Insurance		

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

Section 2 - Policy

(4) Refer to the Insurable Risk Policy.

Section 3 - Procedures

(5) Nil.

Section 4 - Guidelines

Part A - Accident and Health

Corporate Travel Insurance

(6) This section should be read in the context of the University's <u>Travel Policy</u> and <u>Travel Procedure</u>.

(7) The University provides Corporate Travel Insurance cover for approved Travel for Business for up to 180 days. With the approval of the insurer AIG Insurance Limited, the duration may be extended to 365 days, which is the maximum duration allowed under the policy. Journeys will need to be declared to the insurer via MQ Insurance office. A separate spreadsheet with required information can be distributed to travellers to complete if the travel is not booked through CTM. Contact <u>insurance@mq.edu.au</u> for more information.

(8) The Insurance Manager must be notified in writing via email to <u>insurance@mq.edu.au</u> prior to any Travel for Business that exceeds 180 days, otherwise the insurance will be invalid. In addition, the following charges will apply:

- a. if domestic, an additional premium of \$2 per day per person will be charged, with a minimum charge of \$20; or
- b. if international, an additional premium of \$10 per day per person will be charged, with a minimum charge of \$50.

(9) A Traveller is covered by the University's Corporate Travel Insurance policy when Travel for Business is approved in accordance with the <u>Travel Policy</u> and any COVID-19 Travel Restrictions that maybe in place. Further details on travel restrictions and self-isolation are located on the Coronavirus infection <u>Information for Staff (Coronavirus)</u> webpage.

(10) Travellers who will be undertaking Travel for Business for greater than 365 days may require Expatriate Medical insurance which provides medical expenses cover for employees / students who reside outside of Australia for long periods. Expatriate Medical Insurance must be arranged prior to departure; and an additional insurance premium is applicable. To arrange Expatriate Medical Insurance contact insurance@mq.edu.au.

Corporate Travel Insurance Provider and Coverage

(11) The University's current travel insurer is AIG Insurance Limited. The policy number is 2200104020; it is renewed annually on 01 November.

(12) Corporate Travel Insurance provides protection for all University staff and students whilst on Travel for Business outside their usual work environment – refer to the Summary of Travel Insurance Benefits table below:

Summary of Travel Insurance Benefits*	Excess	Extent of Cover
Personal Injury (Death and Capital Benefits) - Insured Persons excluding Accompanying Spouse / Partner and/or Dependent Children:		Benefit capped at percentage of
Accidental Death	Nil	5 x annual income to a maximum of \$500,000; The benefit for any non- income earning person is limited to \$100,000
Permanent Total Disablement	Nil	5 x annual income to a maximum of \$500,000; The benefit for any non- income earning person is limited to \$100,000
Other Permanent Disablement	Nil	5 x annual income to a maximum of \$500,000; The benefit for any non- income earning person is limited to \$100,000
Temporary Total Disablement (Accidental Bodily Injury) Weekly Benefit	7 days	100% of weekly income to a maximum of \$1,500 payable for up to 104 weeks and subject to an excess period of 7 days
Temporary Total Disablement (Sickness/Illness)	N/A	Not Insured
Overseas Medical & Evacuation:		
Overseas Medical & Evacuation Expenses	Nil	Unlimited
Continuous Worldwide Bed Confinement	Nil	\$200 per day for maximum 30 days
Repatriation of Mortal Remains	Nil	Reasonable Costs
Loss of Deposits, Cancellation and Curtailment Expenses:		
Loss of Deposits, Cancellation and Curtailment Expenses (any one Insured Person - any one claim or series of claims arising out of the one event):	Nil	Unlimited
Baggage, Business Property and Money/Travel Documents:		
Baggage / Business Property/ Portable Electronic Equipment	Business Equipment \$500	\$20,000
Personal Money / Travel Documents	Nil	\$5,000
Deprivation of Baggage NB: Luggage must be delayed or misplaced by any carrier for more than 8 consecutive hours	Nil	\$5,000
Rental Vehicle Excess:		
Rental Vehicle Excess	Nil	\$20,000
Missed Transport Connection and Overbooked Flights:		
Missed Transport Connection	Nil	\$20,000
Overbooked Flights	Nil	\$20,000
Personal Liability:		
Personal Liability	Nil	\$10,000,000
Political Unrest and Natural Disaster Evacuation:		
Political Unrest and Natural Disaster Evacuation Expenses	Nil	\$50,000

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Summary of Travel Insurance Benefits*	Excess	Extent of Cover
Search & Rescue Expenses	Nil	\$20,000

(13) *This summary table provides a general description only. Each category is subject to various conditions, limitations, and exclusions as well as the overriding terms, conditions, exclusions and endorsements of the Corporate Travel Insurance policy. Further detail and clarification can be obtained from the Insurance Office via insurance@mq.edu.au.

(14) If there is a group of staff and/or students travelling together, the aggregate limit may need to be increased. Please contact the Insurance Office via <u>insurance@mq.edu.au</u> to assess the risks and adequacy of an aggregate limit.

General Exclusions

(15) 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 in an aircraft or aerial device other than as a passenger in a properly licensed aircraft.
- d. Unscheduled Flight(s) 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 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 an Insured Person.
- g. War (whether war be declared or not), invasion, civil war, insurrection or revolution.
- h. Infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC) unless as a result of an accident or a medical procedure.
- i. The financial default of any airline or other transportation provider, accommodation provider, car rental agency, travel wholesaler or booking agent.
- j. For specific COVID exclusions, please refer to COVID-19 coverage exclusions section (17).

(16) For Travel for Business to the traveller's own country of residency, there is limited cover so please consult with the Insurance Office via <u>insurance@mq.edu.au</u> before commencing the travel.

COVID-19 coverage exclusions

(17) The Corporate Travel Insurance policy will not cover any COVID-19 related costs such as travel cancellation or curtailment, quarantine expenses, self-isolation expenses, or COVID testing. The only COVID-19 related cover is medical expenses incurred overseas where an insured person contracts the virus and needs to seek medical attention or is hospitalised. There is no cover where a person may have been exposed to the virus and is advised to get tested. The insured person must be suffering symptoms which have prompted them to visit a Doctor. If the traveller is undertaking Travel for Business to their home country of residence, medical expenses are not covered.

Motor Vehicle Hire (excess only)

(18) A traveller who hires a motor vehicle should be aware that the University's Corporate Travel Insurance policy does not cover 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.

(19) 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.

(20) 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

(21) A pre-existing medical condition means:

- a. Any sickness, disease, or other condition, including symptoms thereof suffered by the Insured Person, which in the one (1) year period prior to the Insured Person's journey:
 - i. First manifested itself, worsened, became acute or exhibited symptoms which would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
 - ii. Required taking prescribed drugs or medicine, or tests or further investigation had been recommended by a Doctor; or
 - iii. Was treated by a Doctor or treatment had been recommended by a Doctor.
- b. It shall also mean any congenital, hereditary, chronic or ongoing condition which the Insured Person is aware of or could reasonably be expected to be aware of at the time of booking their journey.
- (22) 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.

(23) A traveller with pre-existing medical condition/s is requested to do the following while on 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.

(24) The Corporate Travel Insurance policy excludes medical, evacuation, additional expenses, and personal injury benefits that are incurred as a result of a pre-existing medical condition. Coverage will not be provided where:

- a. Travel for Business is undertaken by the traveler against the advice of a Doctor or Dentist; or
- b. Travel for Business is undertaken where the traveler is unfit to travel; or
- c. Travel for Business is for the purpose of the traveler seeking medical attention for a pre-existing medical condition; or
- d. expenses 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 are incurred directly or indirectly in relation to a traveler's terminal condition which was diagnosed by a Doctor prior to the travel commencing.

(25) 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

(26) You may only travel to any destination identified as a Level 3 ('reconsider your need to travel') or 4 ('do not travel') risk or above as defined by the <u>Department of Foreign Affairs and Trade</u> (DFAT) if you have obtained the permission of the Chief Risk Officer. Travel to areas against DFAT advice or to sanctioned countries as listed by the insurer (including but not limited to Iran, Egypt, Lebanon, North Korea, Russia, Cuba) or to geographically unique areas (e.g., Antarctica) is not automatically covered by the University's Corporate Travel Insurance policy. Therefore, please contact <u>traveladvice@mq.edu.au</u> for advice prior to booking your travel.

Emergency Assistance Provider

(27) The University has partnered with International SOS to provide round the clock resources and support for those on international Travel for Business.

(28) International SOS provides resources and support by:

- a. phone the Sydney assistance centre number is +61 2 9372 2468;
- b. online through a dedicated portal which includes up-to-date medical and security information check the <u>Wiki -</u> <u>International SOS</u> page to obtain the University's membership number to be able to log into the portal and register online to receive alerts via email or mobile.

Download the App

(29) The mobile app provides immediate access to the assistance centre where medical, security, or logistical experts are available to provide routine advice or support in an emergency. Up-to-date advice and real-time alerts for travel locations are also available. To download the app:

- a. scan the International SOS QR Code and select your mobile;
- b. select 'Yes' when you run the app to make it a trusted application;
- c. enter the University's membership number (available on the Wiki International SOS page).

More information

(30) For questions or further assistance, email the Group Risk team at traveladvice@mq.edu.au.

Claim

(31) To claim any University or personal costs or losses incurred that are eligible for reimbursement under the Corporate Travel Insurance policy. A <u>Travel Insurance Claim Form</u> must be completed and submitted to the Insurance Office via <u>insurance@mq.edu.au</u>. 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.

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

Group Personal Accident Insurance for Students

(33) 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 – refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
Death and Capital Benefits	Nil	Up to \$100,000
Weekly Injury Benefits	7 days	85% of Income to a maximum of \$500; Aggregate Period: 104 Weeks
Weekly Sickness Benefits	N/A	No Insured
Non-Medicare Medical Expenses*	\$50 each and every claim	85% of costs up to a maximum of \$10,000

(34) The cover is for accidental death or bodily injury only. There is no cover for sickness or illness.

(35) Medicare rebatable medical expenses are not covered, nor are expenses related to a 'Medicare Gap' (as noted above).

(36) *Non-Medicare Medical Expenses means expenses that are not subject to any full or partial Medicare rebate nor recoverable by an Insured Person from any other source and incurred within twelve (12) calendar months of an Insured Person sustaining a Bodily Injury. The expense must be paid by the Insured Person for treatment certified necessary by a legally qualified medical practitioner to a registered private hospital, physiotherapist, chiropractor, osteopath, nurse, or similar provider of medical services. It excludes the cost of dental treatment unless such treatment is necessarily required to sound and natural teeth, (excluding dentures and first teeth) following a Bodily Injury covered by the policy.

(37) Any benefit payable under Non-Medicare Medical Expenses is less any payments made from any private health insurance fund that the Insured Person is a member of, or any other source.

(38) The insurer shall not be liable to make any refund in respect of:

- a. any expense recoverable by that Insured Person from any other source except for the excess of the amount recoverable from such source.
- b. any expense to which Section 67 of the <u>National Health Act 1953</u> (as amended) or any of the regulations made there under apply.

(39) No benefit is payable related to the "Medicare Gap", which is any difference between payment made by Medicare under the Medicare Benefits Schedule and the fee charged by the medical practitioner (if they are different).

(40) Generally, doctors, surgeons, anesthetists, and X-rays attract a Medicare rebate. AIG Insurance Limited is not a registered private health fund and legislation prohibits them from considering such expenses, including the Medicare Gap. Services provided by orthopedic surgeons, anesthetists etc. are normally subject to Medicare rebates and it is common practice for many doctors to obtain the relevant rebate on behalf of the patient directly from Medicare. The provider then charges the patient for any amounts above the scheduled fees, and this is known as a co-payment.

(41) The scope of the cover is:

"Enrolled students undertaking academic activities in relation to a course approved by the University and all other associated activities relating to the approved course which are authorized by the University, including travel but not including daily travel to and from the students' normal place of study and residence.

Non-academic activities associated with the University, such as sporting or other club activities or pursuits authorized by the University, including travel but not including daily travel to and from the insured person's normal place of study and residence."

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

(42) Group Personal Accident Insurance for MUSAC Social Sports Competition Participants provides protection for nonstudent participants engaged in University organised sport competitions in the event of accidental death or bodily injury – refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
Death and Capital Benefits	Nil	Up to \$100,000
Weekly Injury Benefits	7 days	85% of weekly salary up to \$500; Aggregate Period: 104 Weeks
Weekly Sickness Benefits	N/A	No insured
Non-Medicare Medical Expenses*	\$50 each and every claim	85% of costs to a maximum \$2,000

(43) * Please refer to the section "Group Personal Accident Insurance for Students" for more information on Non-Medicare Medical Expenses.

(44) 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

(45) Group Personal Accident Insurance for Volunteers provides protection for the University Group volunteers in the event of accidental death or bodily injury – refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
Death and Capital Benefits	Nil	Up to \$100,000
Weekly Injury Benefits	7 days	85% of Income to a maximum of \$500; Aggregate Period: 104Weeks
Weekly Sickness Benefits	N/A	No included
Non-Medicare Medical Expenses*	\$50 each and every claim	85% up to a maximum of \$2,000

(46) *Please refer to the section "Group Personal Accident Insurance for Students" for more information on Non-Medicare Medical Expenses.

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

(48) The Group Personal Accident Insurance for Volunteers policy applies while a person is engaged in Volunteer activities organised or authorised by and/or under the control of the University, including direct travel to and from such activities, anywhere in the world.

Part B - Property and Assets

Property Protection Insurance

(49) Property Protection Insurance provides protection for the material loss of or damage to assets – refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
Material Loss or Damage	\$50,000	Various sub limits
Consequential Loss	N/A	Various sub limits; Indemnity Period: 48 months
Property Terrorism	\$50,000	\$1,000,000,000 any one event

(50) The excess excludes the following losses:

- a. For losses in Non-Mitigated Controlled Environments (CE), the excess is 50% of the protected loss or \$50,000, whichever is the higher. For losses in Mitigated Controlled Environments (CE), the excess is 20% of the protected loss or \$50,000, whichever is the higher. *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.
- 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 \$50,000 whichever is higher.
- c. Controlled Environment losses and losses involving equipment in or under the water do not contribute to University's aggregate caps.

(51) 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.

(52) Where the University sustains physical loss or damage to property, the loss must be recorded through <u>ROAR -</u> <u>Risk Online Active Reporting</u>. 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. To access ROAR visit the <u>ROAR - Risk Online Active Reporting</u> University webpage.

(53) Insurable hazards include:

- a. Fire and Perils which are:
 - i. 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 labor disturbances including malicious persons or the acts of any lawfully constituted authority in connection with the foregoing acts.
- b. Accidental Damage;
- c. Earthquake; Burglary or Theft;
- d. Machinery Breakdown / Boilers & Pressure Vessels; and
- e. Spoilage by accidental means.

Marine Hull Insurance

(54) Marine Hull Insurance provides protection for loss, damage or theft of declared boats owned by the University and its affiliates – refer to the Summary of Benefits table below:

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

(55) Motor Vehicle Fleet Insurance provides protection for loss, damage or theft of any vehicle declared under Macquarie University's fleet – refer to the Summary of Benefits table below:

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

(56) 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.

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

(58) It is important to note that 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

(59) Marine Cargo Insurance provides protection for loss, damage or theft of Macquarie University's goods and or property whilst in transit – refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
Conveyance within Australia	\$500	\$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

(60) 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

(61) Public Liability / Product Liability Insurance provides protection for liability arising from third party personal injury (including death), and property damage claims in connection with Macquarie University's business activities and /or products – refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
Third Party Property Damage or Personal Injury	\$20,000 inclusive of defence costs each and every occurrence	\$20,000,000 any once occurrence
Liability Terrorism	\$20,000	\$100,000,000 each and every occurrence

(62) Public and Products Liability insurance covers claims made against the University, its affiliates, and persons the University has agreed to protect.

(63) 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.

(64) It also covers defence costs incurred in the event of legal proceedings brought against the University.

(65) 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

(66) Professional Liability Insurance provides protection for a civil liability claim made by a third party and arising from the University's professional services – refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
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

(67) 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 business (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.

(68) Cover extends to unintentional defamation, infringement of rights of intellectual property, and breach of confidentiality.

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

Cyber Liability Insurance

(70) 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 - refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
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

(71) Environmental Liability Insurance provides protection for claims, remediation costs and associated legal defence costs relating to an environmental pollution event occurring at any location owned, operated, managed, leased or maintained by the University – refer to the Summary of Benefits table below:

Summary of Benefits	Excess	Extent of Cover
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

(72) Medical Malpractice Insurance provides protection for a claim arising out of the provision of healthcare services – refer to the Summary of Benefits table below:

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

(73) 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.

(74) Download the Medical Malpractice Cover Fact Sheet.

General Clinical Trials Insurance

(75) General Clinical Trials Insurance provides protection for damages or compensation claims arising out of a bodily injury by human research subjects – refer to the Summary of Benefits table below:

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

(76) Standard Medical Malpractice excludes personal injury sustained by a person participating in a Clinical Trial. Therefore, the University has arranged insurance for Clinical Trials that have been approved by the University's Human Research Ethics Committee.

(77) Download the <u>Clinical Trial Cover Fact Sheet</u>.

Status and Details

Status	Historic
Effective Date	27th hung 2022
Effective Date	27th June 2022
Review Date	3rd February 2025
Approval Authority	Vice-President, Finance and Resources
Approval Date	24th June 2022
Expiry Date	30th April 2023
Responsible Executive	Robin Payne Vice-President, Finance and Resources
Responsible Officer	Kylie McKiernan Chief Risk Officer
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