

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 [Travel Policy](#) and [Travel Procedure](#).

(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. Contact insurance@mq.edu.au for more information.

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

(9) A Traveller is covered by the University's Corporate Travel Insurance policy when Travel for Business is approved in accordance with the [Travel Policy](#).

(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 (Accidental Death and Capital Benefits) - Insured Persons excluding Accompanying Spouse / Partner and/or Dependent Children:		
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

Summary of Travel Insurance Benefits*	Excess	Extent of Cover
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 Capped between 1% and 100% of the benefit	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	\$50,000
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 / Travel Documents	Business Equipment \$500	\$20,000
Money	Nil	\$5,000
Mislaid Luggage 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
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

(14) If there is a group of more than 24 staff and/or students travelling together, the aggregate limit may need to be increased. Please contact the Insurance Office via insurance@mq.edu.au 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) 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 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-19 coverage position, please refer to COVID-19 coverage position, clause 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 insurance@mq.edu.au before commencing the travel.

COVID-19 coverage position

Loss of Deposits and Additional Expenses

(17) Coronavirus (COVID-19), is now considered a foreseen or known event and as such, cover for trip cancellation, trip curtailment / delay and / or additional expenses (including quarantine requirements) due to COVID-19 is very limited. If a traveler is diagnosed with COVID at the time of departure or during the trip, then limited cancellation / delay cover applies; but if there is any other reason except for a confirmed (provable) diagnosis then there is no cover.

(18) There is some cover available relating to coronavirus (COVID-19) as outlined below if you, your close relative or travelling companion are diagnosed with COVID-19:

- a. prior to departure - you will be covered for trip cancellation, provided you have a confirmed and documented diagnosis at the time of departure. Cover is subject to the terms and conditions of the policy.
- b. while on a covered trip - you will be covered for reasonable and necessary additional cancellation / curtailment / interruption expenses, as long as you have a confirmed and documented diagnosis, and your trip was not in conflict with any travel restrictions or advice. Cover is subject to the terms and conditions of the policy.

(19) There is no cover for coronavirus (COVID-19) related to the following:

- a. trip cancellation if you or your travelling companion cancel your trip because of disinclination to travel, change of mind or fear of travelling;
- b. travel restrictions due to government orders, advisories, regulations, directives, or border closures in relation to COVID-19.

Motor Vehicle Hire (excess only)

(20) 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.

(21) 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.

(22) 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

(23) 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 cover commencement date:
 - 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 before the Insured Person's cover commencement date.

(24) 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.

(25) 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.

(26) Cover under the Corporate Travel Policy for pre-existing medical conditions 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 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 traveler's terminal condition which was diagnosed by a Doctor prior to the travel commencing.

(27) 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

(28) 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 [Department of Foreign Affairs and Trade](#) (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 traveladvice@mq.edu.au for advice prior to booking your travel.

Emergency Assistance Provider

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

(30) 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 [Wiki - International SOS](#) 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

(31) 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

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

Claim

(33) 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 via insurance@mq.edu.au. 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.

(34) 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

(35) 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
Accidental Death and Capital Benefits	Nil	Up to \$100,000
Weekly Injury Benefits	7 days	100% of Income to a maximum of \$500; Aggregate Period: 156 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

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

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

(38) *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.

(39) 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.

(40) 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 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;

(41) 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).

(42) Generally, doctors, surgeons, anaesthetists, specialists, 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, anaesthetists 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.

(43) The scope of the cover under the Policy is:

Whilst engaged in official business and / or related travel (including direct travel to and from such activities) on behalf of and authorized by the University.

Travel Directly means travel to and from the Insured Persons normal place of residence, or campus or normal place of employment and shall include 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 the activity on behalf of the University.

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

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

Summary of Benefits	Excess	Extent of Cover
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	No insured
Non-Medicare Medical Expenses*	\$50 each and every claim	80% of costs to a maximum \$10,000

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

(46) 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

(47) 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
Accidental Death and Capital Benefits	Nil	Covered Persons aged up to 65 years - \$250,000 Covered Persons aged 66 to 75 years - \$100,000 Covered Persons aged 76 to 80 years - \$10,000 Covered Persons aged 15 to 18 years - \$20,000
Weekly Injury Benefits	7 days	Covered Persons aged up to 65 years: 85% of Income to a maximum of \$1,500; Aggregate Period: 104Weeks Covered Persons aged 66 to 75 years: 85% of income up to a maximum of \$500; Aggregate Period: 104 weeks
Weekly Sickness Benefits	N/A	Not Insured
Non-Medicare Medical Expenses*	\$50 each and every claim	80% up to a maximum of \$10,000

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

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

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

- a. actually engaged in official unpaid voluntary activities authorized and under the control of the University; or
- b. engaged in necessary direct travel between your normal place of residence or employment and the place of your voluntary activities and shall include 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 the activity on behalf of the University.

Part B - Property and Assets

Property Protection Insurance

(51) 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 and Consequential Loss	\$50,000; \$10,000 for Personal Property claims and Property in Transit Claims	Maximum limit of \$750,000,000 any one loss or series of losses arising out of any one event Various sub limits apply Consequential Loss Indemnity Period: 48 months
Property Terrorism Material Loss or Damage and Consequential Loss	\$50,000	\$1,000,000,000 any one event Consequential Loss Indemnity Period: 36 months

(52) 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.

(53) 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.

(54) Where the University sustains physical loss or damage to property, the loss must be recorded through [ROAR - Risk Online Active Reporting](#). 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 [ROAR - Risk Online Active Reporting](#) University webpage.

(55) 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 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.
- b. Accidental Damage;
- c. Earthquake;
- d. Burglary or Theft;
- e. Machinery Breakdown / Boilers & Pressure Vessels; and
- f. Spoilage by accidental means.

Marine Hull Insurance

(56) 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

(57) 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; Transportation of dangerous Goods Limit: \$1,000,000

(58) 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.

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

the consent of the University.

(60) 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

(61) 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 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

(62) 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

(63) 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 (including death)	\$20,000 inclusive of defence costs each and every occurrence	\$20,000,000 any one occurrence Public Liability claims and in the annual aggregate for Product Liability claims
Liability Terrorism	\$20,000	\$100,000,000 each and every occurrence

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

(65) 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.

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

(67) 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

(68) 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

(69) 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.

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

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

Cyber Liability Insurance

(72) 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

(73) 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

(74) 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 any one claim and \$40,000,000 in the annual aggregate

(75) 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.

(76) Download 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 - 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

(78) 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.

(79) Download the [Clinical Trial Cover Fact Sheet](#).

Status and Details

Status	Historic
Effective Date	1st May 2023
Review Date	1st May 2026
Approval Authority	Vice-President, Finance and Resources
Approval Date	1st May 2023
Expiry Date	18th February 2024
Responsible Executive	Robin Payne Vice-President, Finance and Resources
Responsible Officer	Kylie McKiernan Chief Risk Officer
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