

## WORK INTEGRATED LEARNING INSURANCE SUMMARY

### **A summary of insurance as it relates to Professional Student Experiences approved by the University of Newcastle**

The University of Newcastle has a general insurance program that extends to cover the range of people, activities and equipment involved in the delivery of teaching and research. While there is no single insurance policy that can offer cover to Students who participate in the range of WIL activities with Host /Professional Experience Providers (Employers), Students should be aware of the role that insurance can – and can't – play in the event of an incident while they are under the control and supervision of their Host/Provider.

### **Unpaid Workers are not covered by Workers Compensation**

Students on unpaid placement/experience as a curriculum requirement are identified within and covered under Worker Health and Safety Legislation in Australia. However, Workers Compensation is only applicable to *paid* Workers.

If a Student is harmed while undertaking unpaid WIL activities with an approved Host /Professional Experience Providers, the Student will be responsible for the costs associated with any necessary medical and related expenses. *(NOTE: Medical expenses incurred by Students may be reimbursed subsequently by making a claim, but this is dependent on the extent to which insurance cover does or doesn't apply.)*

If a Student is undertaking a **paid** placement/experience as a curriculum requirement, the Workers Compensation of their Employer is likely to apply, and the general insurance program of the University will be largely irrelevant.

### **General Insurance is not medical cover or health insurance cover**

Within Australia, Medicare and registered Private Health Insurers are the only legal providers of medical cover. This is because in Australia, Private Health Insurers cannot discriminate based on the age, health, gender or claims history of people eligible for Medicare. General Insurance (such as Personal Accident or Travel) is not Private Health Insurance and cannot therefore respond to cover any medical items that are Medicare items. Students who are Australian residents can rely on Medicare to recoup costs as required.

Students who hold Private Health Insurance or Overseas Visitor Health Cover should consult with their Private Health Insurer to determine the extent to which they may rely on this cover for medical treatment within Australia. **Gaps in Medicare and Private Health Insurance are not coverable by general insurance – and are therefore not included in Travel Insurance (or Group Personal Accident Insurance), by law. These must be borne by the individual.**

### **Student Experience must be approved in accordance with relevant University Policy and Procedures**

Insurance policies often have specific requirements that must be met for coverage to apply. These requirements may include adherence to University policies and procedures. If a Student Experience is not approved in accordance with these policies, it may jeopardize the insurance coverage provided by the University. This could leave both the Student and the University exposed to financial liabilities in the event of an incident.

So, if a Student is planning to travel (domestically or internationally) for the Professional Experience, the Travel Insurance will only apply if the travel is authorised in accordance with the University Travel Policy and Procedures.

If a Student intends to rely on the Group Personal Accident cover, then the Professional Experience must be authorised in accordance with the University Student Professional Experience Policy and Procedures.

These processes are designed to assess and then manage the risks associated with the activity – to ensure that the Student has the best chance of having a safe, high quality experience.

**NOTE:** Students must be a current enrolled Student for any University insurance cover to apply.

### Group Personal Accident Insurance Summary

The University of Newcastle's (University) Group Personal Accident Insurance may provide some financial protection for Students, Staff and Volunteers in the event of accidental bodily injury or death while engaged in University approved activities, including approved Professional Experience (WIL) activities. *The link above provides a Summary of Personal Accident Insurance coverage.*

**The cover does not offer medical cover as an immediate response to an Accident.** Accidents and injuries must be managed by the individual in the first instance using appropriate medical services and paid for using personal resources (including Medicare, Private Health Insurance Cover or Overseas Visitor health Cover). The Personal Accident Insurance provides for agreed lump sums or weekly benefits if a Covered Person suffers from a serious injury or sickness that is included in the cover.

The fact that the University holds General Personal Accident Insurance cover is not evidence that a student is covered. Cover is provided based on the activity a student is undertaking, the University's role in its organisation, and the student's relationship with the University at the time of a claim. The cover in the Policy is subject to certain terms, conditions and exclusions (including limits and excesses). **Personal Accident cover covers non-Medicare medical expenses only.**

### **Duty to Decide**

Wherever an individual (Staff, Student or Volunteer) intends to rely on the University insurance cover as protection for their individual health, safety or property, it is incumbent on the individual to conduct the required and recommended risk assessment activities, review the relevant University Insurance cover (through review of the [GPA Product Disclosure Statement](#)) to determine whether the cover is sufficient for their needs.

Any question in relation to the cover can be directed to [Insurance@newcastle.edu.au](mailto:Insurance@newcastle.edu.au).

### (University Business) Travel Insurance Summary

Travel insurance cover is provided for University of Newcastle enrolled Students whilst on approved travel, for approved activities (University Business) that requires travel of more than 50km from their usual work environment, per the University Travel Policy. *The link above provides a Summary of Travel Insurance coverage.*

Where the approved WIL experience requires travel or temporary relocation, it may be appropriate to seek Travel approval and access the Travel insurance cover. The University Travel Insurance cover applies to individuals and is based on the assessment and appropriate management of the health & safety risks that

apply to the destination, the activity and the individual traveller. **This includes appropriate assessment of any pre-existing conditions.**

The University travel Insurance can cover approved travel when it **exceeds 50 kilometres** and is for a duration that **does not exceed 365 days**. Approved travel includes staff travel, student travel (placement, NCP, exchange, etc.) whether travelling as individuals, groups of staff, students and/or mixed groups.

The scope of medical cover *within* Australia is limited, as the insurer cannot cover Medicare eligible services/items or medical gap expenses in Australia. International medical and evacuation expenses are unlimited (per insurance policy limits and exclusions).

In addition to medical and evacuation coverage when travelling overseas, the Travel Insurance includes some cover for travel disruptions, baggage loss / theft, damage / loss of some equipment and personal liability cover – for domestic and international travel.

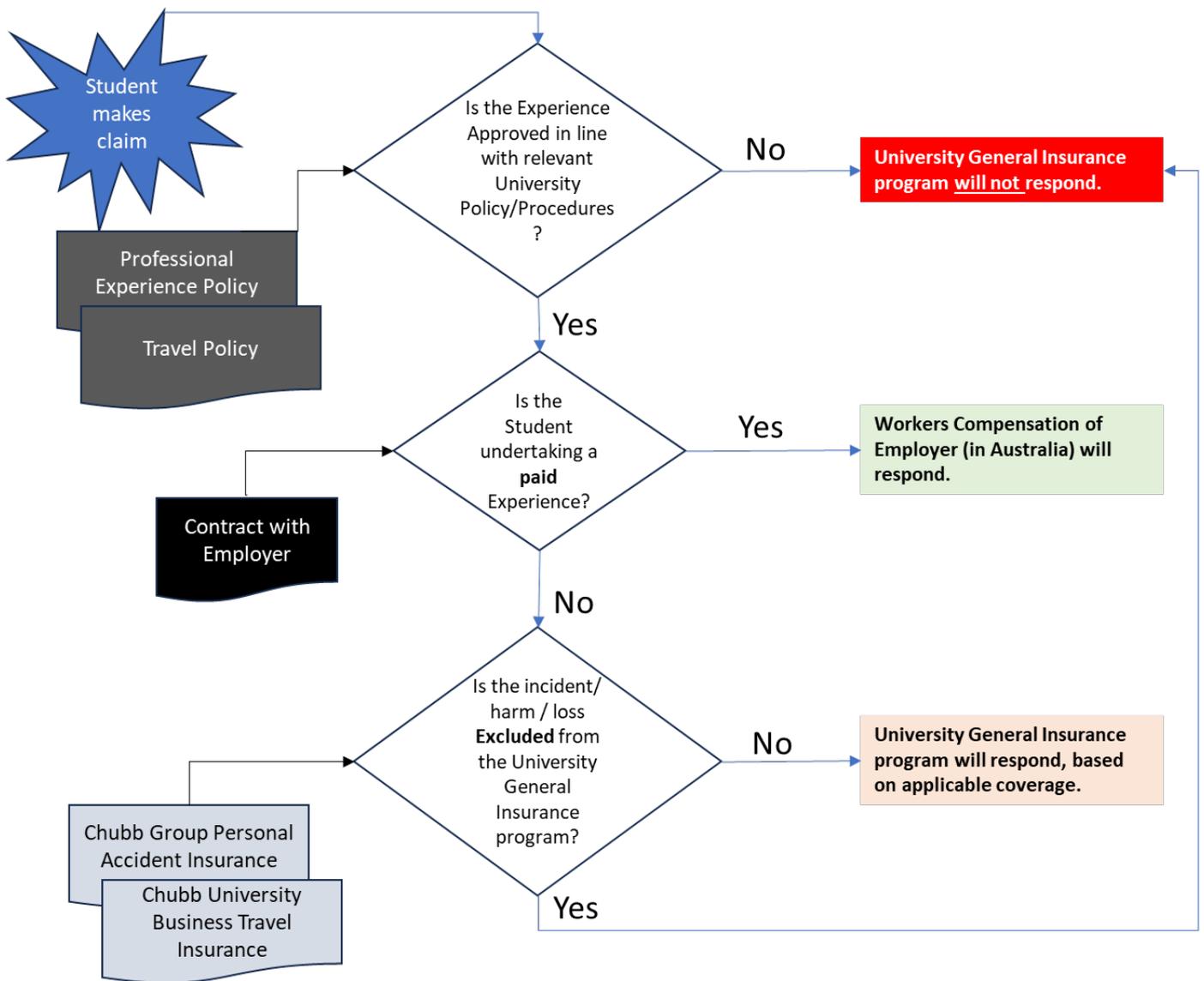
**All Travel must be approved in line with the Travel Policy and Procedures. Failure to follow the Travel Policy and Procedures may result in travellers being ineligible for travel insurance.**

### **Travellers Duty to Decide**

Even where insurance cover is in place, there may be gaps, excesses, limits, exclusions or circumstances that leave the University or Students with financial exposure. Wherever an individual intends to rely on the University insurance cover as protection for their individual health, safety or property, it is incumbent on the individual to conduct the required and recommended risk assessment activities, review the relevant University Insurance cover (through review of the Product Disclosure Statement and Schedule) to determine whether the cover is sufficient for their needs.

If, after review of the [Business Travel Insurance Product Disclosure Statement](#), a traveller determines that the University Business Travel Insurance is not suitable to their circumstances, they may opt – at their own expense – to purchase additional suitable cover privately.

### **AM I INSURED?**



## General Exclusions

The following is a summary only, but provides visibility of those circumstances, acts and activities that are generally excluded from insurance cover:

- ✘ Accident or incidents that arise from activities that are not approved University activities.
- ✘ Fraudulent claims, criminal acts, intentional self-injury or suicide.
- ✘ Intoxication and /or being under the influence of any drug unless taken as prescribed by a doctor.
- ✘ Aerial activities such as skydiving, hang gliding, base jumping, air ballooning, aerobatics.
- ✘ Extreme and high-risk activities
- ✘ Training for or participation in any professional sport.

Benefits are not payable when they are covered by:

- ✘ in part or whole by Medicare;
- ✘ any transport accident legislation;
- ✘ any government sponsored fund, plan or medical benefit scheme; or
- ✘ any other insurance policy required to be effected by or under law;

Cover is significantly limited in respect of **pre-existing conditions** such as:

- a medical or dental condition that is currently being, or has been, investigated or treated by a health professional; and/or
- any condition for which a person takes prescribed medicine; and/or

- any condition for which a person has had surgery; and/or
- pregnancy.

### **Scenario: When a Student is injured or harmed while on approved Placement/Experience**

Students, whether paid or unpaid, have legal protections under the Fair Work Act and the relevant (State) Worker Health & Safety legislation. However, the Workers Compensation of the Employer will only apply to paid placement/experience. Students undertaking unpaid placement that is a curriculum requirement, are not covered by Workers Compensation. (See section on Workers Compensation above).

Students who are Australian citizens or residents are automatically covered by Medicare when in Australia. Any services (and costs) that are covered by Medicare cannot (legally) be covered by General Insurance (Personal Accident Insurance). Any costs or 'gaps' incurred by a student who is injured on their Australian domestic Placement will not be covered by general insurance.

Students who hold Private Health Insurance (residents) or Overseas Health Cover (International Students) may have some cover for accident and injury.

Students undertaking approved Placement with approved travel outside Australia are covered for medical expenses, including medical evacuation if required.

Students can seek reimbursement from the Employer where the Employer accepts responsibility or legal liability for the incident.

### **Scenario: When a Student causes harm or damage while on approved Placement/Experience**

Students undertaking unpaid placements that are a curriculum requirement, have legal protections under the Fair Work Act and the relevant (state) Worker Health and Safety Legislation. If, during the course of undertaking duties / following instructions, a Student causes accidental harm or damage to property, this is likely to be managed (covered) by the Employer in line with their normal operating practices.

However, if a Student has acted carelessly or maliciously, they may become legally and/or financially liable for the harm/damage. The Employer (Provider/Host) has obligations to properly induct Employees (including Students on unpaid placements) into their organisation – and equally, Students have obligations to follow the rules and protocols of their Employer.

**NOTE:** Students who engage in fraud, including theft of data, property or money – or any other criminal act - will not be covered by the University insurance program (see general exclusions).

The legal and financial exposure of the Student and the University in these scenarios will be dependent on the nature of the contractual agreement between the University and the Host/Provider. Broadly these are:

- 1. Where the Host/Provider has agreed to cover the Student** under their insurance program while the Student is under their supervision and/or control:
  - a. The Host/Provider is likely to manage any damages through their own insurance program.
  - b. The Host/Provider may seek compensation damages from the University – which are likely to be covered by the University's insurance program.
- 2. Where the Host/Provider has excluded the Student** from coverage under their insurance program while the Student is under their supervision and/or control:
  - a. The Host/Provider is likely to hold the Student responsible for damages in the first instance.
  - b. The Host/Provider may seek compensation/damages from the University – which may or may

not be covered by the University's insurance program.

- c. Approval of these arrangements ought to take proper account of what any potential financial and non-financial exposures to the Student or the University might be.

3. **Where the approved Placement is covered by travel insurance**, there may be Personal Liability Insurance that may offer protection to the Student:

- a. Travel must be approved in line with the University Travel Policy and Procedures, and
- b. The circumstances of the incident must not be excluded under the cover.

NOTE: Regardless of the nature of contractual arrangements, criminal acts and any other exclusions will not be covered by insurers (Host/Provider or University) – the Student is likely to be held personally (legally and/or financially) liable.

### **Scenario: When a Student extends or changes their Unpaid Professional Experience**

If a Student extends their unpaid placement beyond the scope of their curriculum requirements, the Placement may no longer be considered a vocational placement under The Fair Work Act. In this case, both parties (the host organisation and the student) should consider whether an employment relationship has been entered into, and needs to be formalised through recognised employment.

If a Student changes their status with the Host/Provider and accepts paid work, the Student will no longer be covered by the University general insurance program. Where a Student enters into an employment contract that is separate to, or beyond the scope of the approved Professional Experience, they move outside the control of the University. Students should discuss any changes with the Host / Employer to ensure their status of employment is clear and understood – including the determination of whether Workers Compensation applies based on the changes.