

WORK INTEGRATED LEARNING AND CAREER-READY PLACEMENTS INSURANCE SUMMARY

The University of Newcastle will provide opportunities for students to undertake work integrated learning experience to support graduate employability. The University is committed to supporting students to engage with approved work integrated learning experiences through the Career-ready Placement (placement) program, which is the University's flagship initiative.

Career-ready placements include student experiences or work within the curriculum that are undertaken in partnership with and for industry, business or community partners, through engagement with authentic and genuine activities and which are **credit-bearing** and **assessed**. Career-ready placements may refer to, internships, practicums, clinical placements, or industry-led projects and encompasses the following:

- Clinical Placement
- Professional Placement
- Professional Practice-based Experiences
- Practical Experience Placement

Placement activities must be approved in accordance with relevant University Policy and Procedures

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 placement 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.

Policies that may apply include:

- General and Products Liability Protection (includes Public Liability)
- Professional Indemnity Protection
- Medical Malpractice Insurance
- Group Personal Accident Insurance
- Travel Insurance

Insurance policies often have specific requirements that must be met for coverage to apply. These requirements may include adherence to the Universities policies and procedures. If a placement activity 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.

If a student is planning to travel over 50km (domestically or internationally) for the placement activity, the Travel Insurance will only apply if the travel is authorised in accordance with the [University Travel Policy](#) and relevant Procedures. For more information on the Universities travel insurance, please review the [travel insurance webpage](#).

If a student is driving a personal vehicle to/from their WIL location, they are responsible for arranging Motor Insurance for their vehicle. If an individual chooses not to take out Motor Insurance, the individual will be responsible for any costs incurred as a result of any incidents. There is no cover for personal vehicles.

If a student intends to rely on the Group Personal Accident cover, then the WIL activity must be authorised in accordance with the University [Work Integrated Learning Policy](#) and the relevant procedures including the [WIL and Career-ready Placement Procedure](#) and the [WIL and Career-ready Placement Risk Assessment Procedure](#). For more information on the Universities Group Personal Accident insurance, please review the [Personal Accident webpage](#).

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. Students are insured for the time spent in a placement that directly relates to the course in which they are enrolled. Whilst the University does not object students undertaking additional work experience, it is the student's responsibility to advise the host or any person who offers the additional work experience that you will not be covered by the Universities insurance for additional periods.

In all instances, the policies are subject to the insurer's terms, including limits, exclusions, and conditions outlined in the official policy wording and schedule. Coverage decisions, including claim approvals, are at the discretion of the insurer.

Duty to Decide

The University is required by the insurer to make the Group Personal Accident Insurance and Travel Insurance Product Disclosure Statement and Claim Schedule available to all individuals who may be covered by the insurance so that they can assess whether the cover is suitable to their circumstances and needs.

If you are intending to rely on this insurance, please review the below webpages and linked documents:

- [Travel insurance webpage](#)
- [Personal Accident webpage](#).

Even where insurance cover is in place, there may be policy gaps, excesses, limits, exclusions or circumstances that leave the individual with financial exposure. Wherever an individual intends to rely on the University insurance for their individual health and safety, it is incumbent on the individual to conduct the required and recommended risk assessment activities and to review the relevant University Insurance cover.

Staff are covered by the Group Personal Accident policy; however, most workplace accidents and injuries will be covered by Workers Compensation. Students and Volunteers are not covered by Workers Compensation, therefore in the event an injury occurs while undertaking University approved activities, they may be eligible to claim under this policy.

Unpaid Workers are not covered by Workers Compensation

All students, whether paid or unpaid, have legal protections under the Fair Work Act and relevant State Work Health & Safety legislations. However, Workers Compensation only applies to paid workers. This means students on unpaid placements are not covered by Workers Compensation.

If a student is injured while undertaking unpaid University approved placement, the student will be responsible for the costs associated with any necessary medical and related expenses. A claim can be submitted under the University's Group Personal Accident Insurance, and the insurer will then assess whether any non-Medicare expenses are eligible for reimbursement.

If students are paid by the Host Organisation, they will enter an employment contract with the Host Organisation. This means they should be covered by the organisation's insurance policies, including Workers' Compensation. The claim should therefore be lodged under the host's workers compensation insurer.

If the Student is undertaking a placement activity as a curriculum requirement that is paid by another party (the Government, the University etc), please contact insurance@newcastle.edu.au to discuss further.

General Insurance is not medical cover or health insurance cover

Under Australian law, only Medicare and registered community-rated private health insurers can provide medical cover for services provided under the Medicare Benefits Schedule. This is because in Australia, private health insurers cannot discriminate based on age, health, gender or claims history of people who are eligible for Medicare.

Group Personal Accident insurance and Travel Insurance are considered 'general insurance' and not private health insurance. This means that any medical services provided that are claimable through Medicare (whether claimed by you or not), are NOT covered under the University Travel or Group Personal Accident policies. The Group Personal Accident and Travel insurance will only cover non-Medicare expenses. Any benefit payable under Non-Medicare Medical Expenses is less any recovery made from any private health insurance fund (e.g., BUPA, Medibank) with respect to the expense. No benefit is payable in respect of the Medicare gap, being the difference between payment made by Medicare and the Medical fee charged by the medical provider.

For example, if a doctor charges \$100 consultation fee, and Medicare covers \$60 of the cost of the service, you will be out-of-pocket \$40. This Medicare gap is not claimable under the University's Travel or GPA policy.

To avoid out-of-pocket expenses arising from Medicare gap payments, consider treatment as a public patient/bulk-billed services, or purchasing private health insurance that provides Medical Insurance Gap Cover.

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.
- ✘ Any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Covered Person
- ✘ Any event occurring as a direct or indirect result of suffering from stress.

Benefits are not payable when they are covered by:

- ✘ 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:

- ✘ Any illness, condition, or physical concern that an individual has already received treatment, medication, or advice for from a doctor, dentist or health professional before becoming covered under the policy.
- ✘ Any symptoms that any reasonable person would be expected to be aware of the existence of a defect, condition, illness or disease in the three (3) months prior to becoming covered under the policy.
- ✘ Any condition you are taking medication for or had surgery for prior to becoming a covered person.
- ✘ Pregnancy or childbirth

Scenario 1: When a student is injured or harmed while on an approved WIL activity

If a student is injured during an approved WIL activity, they should seek medical attention immediately and use their available health coverage, such as Medicare, Overseas Student Health Cover, or private health insurance.

For paid placements with a host employer, students can lodge a workers compensation claim directly with the host's insurer in the first instance.

For unpaid placements, if the student remains out-of-pocket, they may be eligible to claim under the Group Personal Accident Policy. Medicare-related costs and any gaps cannot be claimed and must be paid by the student, regardless of whether a benefit is received. Further details are available in the policy summary, wording, and schedule.

Students on approved international placements whose travel has been approved under the Travel Policy are usually covered for medical expenses outside of Australia and evacuation under the Travel Policy.

If the employer accepts responsibility or legal liability for the incident, the student can seek reimbursement directly from the employer.

All policies are subject to limits, exclusions and policy wordings.

Scenario 2: When a Student causes harm or damage while on approved placement activity

If a student accidentally causes harm or property damage while performing their duties or following instructions during a placement, the matter is generally handled by the employer under their standard procedures and insurance arrangements

However, if a Student has acted carelessly or maliciously, they may become could be liable for both legal and financial consequences resulting from the harm or damage.

The Employer (Provider/Host) has obligations to properly induct Employees (including Students on unpaid placement activities) 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 activity 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 3: When a Student extends or changes their Unpaid placement activity

Students are insured for the time spent in a placement that relates to the course in which they are enrolled. Whilst the University does not object students undertaking additional work experience, it is the student's responsibility to advise the host or any person who offers the additional work experience that you will not be covered by the Universities insurance for additional periods.

In addition to this, if a student extends their unpaid placement activity beyond the scope of their curriculum requirements, the activity 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 an employment contract that is separate to, or beyond the scope of the approved placement activity, 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.

Disclaimer

This summary is for general guidance only and cannot be relied upon to determine the suitability of cover for your individual circumstances. The insurance coverage is governed by the terms, conditions, definitions, exclusions and limits contained in the official Insurance or protection documentation (including the Product Disclosure Statements, the Supplementary PDS's, and the Policy Schedules). For insurance coverage to apply, all Work Integrated Learning and Career Ready Placements must comply with the University's internal policies, procedures and approval processes. In addition, for travel insurance to apply all travel related activities must comply with the University's travel policies, procedures, and required approval processes.

If there is any inconsistency between this summary, internal policies and the insurance documentation, the insurers insurance documents and internal policies will always prevail.