



1 January 2023

To Whom It May Concern,

**IMPORTANT INFORMATION: CURTIN UNIVERSITY INSURANCE POLICIES VALID FOR APPROVED ACTIVITIES ONLY**

Please review this page carefully as it contains important information regarding the approval and activation of insurance for unpaid (*Paid* placements must meet *Australian Minimum Wage Legislation* if undertaken in Australia) student activities being undertaken with external partners. Please be advised that the information contained within this letter is specific to students undertaking an activity for a Science and/or Engineering course of study only.

Curtin University holds two insurance policies (detailed below) which cover our current students undertaking unpaid activities, where these activities are related to their course of study and have been approved by the University.

1. Volunteer Workers Group Personal Accident
2. General And Products Liability Protection

***What is the approval process?***

Once a student has been made a formal offer by the host organisation they are required to submit a request to have their placement reviewed, this automatically triggers an insurance review and approval process for the opportunity. Approval is required for each student and insurance validation should not be assumed to be a blanket approval across the entirety of the external organisations business. On receipt of the request from our student, Curtin will undertake the following process:

1. Review Agreement Register to ascertain if an active agreement is in place,
  - a. If no agreement or an expiring agreement is found, a new agreement will be issued,
2. Once an active agreement is in place, a risk assessment of the host organisation's premises must be completed
3. Once the university has reviewed and is satisfied with the placement risk level, confirmation and approval will be provided
4. At this time our insurance policies will take effect and hold validity
5. Only once approval is provided can the student commence the activity

This process ensures that adequate compliance with the *Fair Work Act 2009* legislation for *Vocational Placements* has been met and that all parties have a clear understanding of the relationship and the respective responsibilities during the undertaking of the activity. Please ensure you review the Fair Work "Vocational placement" fact sheet at the end of this document.

Please direct students to our website at <https://www.curtin.edu.au/students/experience/industry/science-engineering/> where they will be able to submit their request under the "*Fieldwork, placement and industry project portal*" section.

Should you have questions related to this policy, please do not hesitate to contact our office for further information.

Kind regards,

**The Work Integrated Learning (WIL) Office**  
Faculty of Science and Engineering

13 December 2022

**TO WHOM IT MAY CONCERN**

**CONFIRMATION OF INSURANCE**

We act as Insurance Brokers for Curtin University and others and the purpose of this confirmation is to confirm the currency of the insurance specified below:-

<b>INSURED</b>	Curtin University  and/or subsidiary companies and other parties for their respective rights and interests
<b>CLASS OF INSURANCE</b>	Voluntary Workers Group Personal Accident
<b>PERIOD OF COVER</b>	31 <sup>st</sup> December 2022 to 31 <sup>st</sup> December 2023 at 4.00pm, Local Standard Time
<b>INSURED PERSONS</b>	<b>Category 1</b> All voluntary workers of the Policyholder who are not otherwise covered under category 2 of this Policy.  <b>Category 2</b> All students of the Policyholder engaging in specified Activities authorised by the Policyholder, including:  Students participating in National Games Fieldwork including Work Experience/Practicum/Placements WA School of Mines – Mining Games Adjunct Voluntary Workers  Fieldwork is any approved practical work, teaching, study or research activity, usually conducted outside the normal place of University business. Fieldwork may be the integral part of a course (curricular) or a co-curricular activity organised by the university.
<b>SCOPE OF COVER</b>	<b>Category 1</b> Cover under the Policy applies to all those hazards to which a Covered Person is exposed whilst actually engaged in voluntary work including necessary direct travel to and from such voluntary work on behalf of the Policyholder. Provided always that the Policy shall only apply in respect of such work officially organised by and under the control of the Policyholder. (Voluntary Workers)  <b>Category 2</b> Cover under the Policy applies to all those hazards to which a Covered Person is exposed whilst actually engaged in student activities including necessary direct travel to and from such activities on behalf of the Policyholder. Provided always that the Policy shall only apply in respect of such activities officially organised by and under the control of the Policyholder. (Student Fieldwork)
<b>TERRITORIAL LIMITS</b>	Australia Wide as per the policy wording.

**SCHEDULE OF BENEFITS**

Sum insured each covered Personal

**SECTION 1: Personal Accident and Sickness**

Categories	Table of Events		Part A - Lump Sum Benefits
1	Event 1 - Accidental Death		\$750,000
	Events 2-19		\$750,000
2,3	Events 1 Accidental Death		\$100,000
	Events 2-19		\$100,000
<b>Part B - Bodily Injury Resulting in Surgery – Benefits</b>			
1,2,3	\$25,000		
	<b>Part B – Weekly</b>	<b>% of Salary - Part B</b>	<b>Excess Period (Days) - Part B</b>
1	\$2,000 x 156 weeks	85%	7 days
2 and 3	\$1,500 x 156 weeks	85%	7 days
	<b>Part C – Fractured</b>	<b>Part D - Loss of</b>	<b>Part D - Loss of Teeth or</b>
1,2,3	\$5,000	\$250	\$2,000
<b>Additional cover Under Section 1</b>			
Categories	Tuition or Advice Expenses		Unexpired Membership Benefit
1,2,3	Not Insured		\$3,000
	<b>Visitors Benefit</b>		<b>Corporate Image Protection</b>
	\$10,000		\$15,000
	<b>Independent Financial Advice</b>		<b>Funeral Expenses</b>
	\$5,000		\$10,000
	<b>Coma Benefit</b>		<b>Partner Retraining Benefit</b>
	per week: \$500, max weeks: 26		\$10,000
	<b>Dependent Child Supplement</b>		<b>Orphaned Benefit</b>
	per Dependent Child: \$10,000, per family: \$30,000		per Dependent Child: \$10,000, per family: \$30,000
	<b>Modification Expenses</b>		<b>Chauffeur Services</b>
	\$10,000		\$2,500
	<b>Non-Medicare Medical Expenses</b>		<b>Emergency Home Help</b>
	Sum insured: \$5,000, Excess: \$50		\$500 x 26 weeks, Excess: Nil days
<b>Student Tutorial Costs</b>		<b>Premature Birth/Miscarriage Benefit</b>	
\$500 x 26 weeks, Excess: Nil days		\$5,000	

1,2,3	<b>Accidental HIV Infection Benefit</b>	<b>Bed Care</b>
	\$30,000	per week: \$500, max weeks: 26 weeks
	<b>Terrorism Injury Benefit</b>	<b>Accommodation and Transport</b>
	per person: \$20,000, aggregate: \$200,000	\$10,000
	<b>Education Fund Benefit</b>	<b>Out of Pocket Expenses</b>
	\$5,000	\$5,000
	<b>Childcare Benefit</b>	<b>Work Experience Benefit</b>
	\$5,000	\$5,000
	<b>Workplace Assault Benefit</b>	<b>Workplace Trauma Benefit</b>
	\$5,000	\$5,000
<b>Personal Vehicle Excess Benefit</b>	<b>Rental Vehicle Reimbursement</b>	
\$1,000	per week: \$500, max: \$1,000	

<b>Aggregate Limits of Liability</b>	
Any one (1) occurrence – Personal Accident & Sickness (A)	\$10,000,000
Any one (1) event with respect to War/Civil War (C)	\$500,000
Any one (1) Period of Insurance with respect to War/Civil War (D)	\$1,000,000

**INSURANCE COMPANY** Chubb Insurance Australia Limited

**POLICY NUMBER** 05PV011896

**Signed by and on behalf of Gallagher**



**Kevin Cribben**  
**Client Manager, Corporate WA**

*This Confirmation should be read in conjunction with the Insurers Standard Policy. E. & O. E.*



## CONFIRMATION OF PROTECTION

Curtin University

Certificate of Entry No: UL CUR 23

### GENERAL & PRODUCTS LIABILITY PROTECTION

This is to certify that **Curtin University** (the Member) is a member of Unimutual Limited (the Mutual) and has the right to claim protection on behalf of a protected person or Affiliate for General and Products Liability risks in accordance with the Mutual's Rules, Constitution, Protection Wordings and the Member's Certificate of Entry.

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#### SUMMARY OF MEMBER'S PROTECTION \*

<b>Protection No.:</b>	<b>CUR 23 GPL</b>
<b>Class</b>	General and Products Liability
<b>Protection Period:</b>	From: 00:00 hours (AEST) 1 November 2022
	To: 24:00 hours (AEST) 31 October 2023
<b>Protection:</b>	For liabilities arising from personal injury (including death) and property damage in connection with the Member's business or from products manufactured, sold or supplied by the Member.
	Protection is subject to certain terms, exclusions, conditions and limitations.
<b>Situation:</b>	Anywhere in the world other than Member operations domiciled and/or Member entities incorporated in USA/Canada.
<b>Limit of Protection:</b>	<b>\$20,000,000</b> any one occurrence other than liability arising out of Products which is limited to <b>\$20,000,000</b> in the aggregate for the Protection Period.
<b>Special Comments:</b>	<b>Noting the protection applies to Curtin University volunteers and Curtin University students undertaking authorised activities, including work experience and practical placements.</b>

\* This is only a general summary of the Protection. The Protection is subject to Unimutual's Rules, Constitution, Protection Wording and the Member's Certificate of Entry.

This Certificate confers no rights on the Certificate holder.

Signed for and on behalf of Unimutual Limited

.....  
**Authorised Representative**  
**Unimutual Limited**

**01/11/2022**  
**Date**



## Vocational placements

Vocational placements provide students with the opportunity to apply the theory and skills they learned while studying in a professional workplace.

Under these arrangements students can gain the skills they need to transition successfully from study to work, while giving industry the opportunity to enrich student learning experiences and increase the number of work-ready graduates.

Vocational placements that meet the definition under the *Fair Work Act 2009* (the FW Act) are lawfully unpaid. Students completing vocational placements are not considered to be employees and therefore are not entitled to the minimum wage nor other entitlements provided under the FW Act.

### What is a vocational placement?

Under the FW Act, a vocational placement is lawfully unpaid if it meets all the following criteria:

- 1. There must be a placement.** This can be arranged by the educational or training institution, or a student may initiate the placement with an individual business directly, in line with the requirements of their course.
- 2. There must be no entitlement to pay for the work the student undertakes.** Where a student's contract with the host business or organisation entitles them to receive money for the work they perform, the vocational placement will likely have turned into an employment relationship. Similarly, work arrangements covered by industrial awards or agreements are not vocational placements.
- 3. The placement must be done as a requirement of an education or training course.** The placement must be a required component of the course as a whole, or of an individual subject or module of the course. It doesn't matter whether that subject is compulsory or an elective chosen by the student.
- 4. The placement must be one that is approved.** The institution delivering the course which provides for the placement must be authorised under an Australian, state or territory law or an administrative arrangement of the Commonwealth or a state or territory to do so. Courses offered at universities, TAFE colleges and schools (whether public or private) will all satisfy this requirement, as will bodies authorised to offer training courses under state or territory legislation.

When all of the above criteria are satisfied, hosts are not required to pay students entitlements under the FW Act. However, a host may elect to provide payment(s) at their

discretion and under no obligation.

If the placement doesn't meet all of the above criteria, it won't be a vocational placement under the FW Act. However, this doesn't automatically mean that the person is an employee and entitled to payment. The next step is to determine whether or not the person is in an employment relationship.

For more information on determining whether or not an employment relationship exists see our [Unpaid Work Fact Sheet](#).

#### Example 1

Katrina is in her 3rd year of a nursing degree. As part of her course, Katrina is required to complete a minimum of 4 weeks' work experience with a registered hospital in her state in order to graduate.

Katrina approaches her local hospital as they have a pre-existing relationship with her university and have regular student placements. The placement is authorised by her university, and Katrina understands it is a learning exercise and that she won't be paid.

As the arrangement meets the definition of a vocational placement under the FW Act, it can be unpaid.

#### Example 2

Jayne is in her final year of a mechanical engineering degree and has completed her formal class studies. As a requirement to graduate, Jayne has to organise professional engineering work experience at a business for 12 weeks.

While Jayne has to organise the placement herself, the University has strict criteria about needing to assess an employer to ensure her vocational placement provides the relevant learning environment, and gives final sign-off on the placement.

As this arrangement meets the definition of a vocational placement under the FW Act, it can be unpaid.

If the business decides to get Jayne to sign an employment contract and pay her wages for her work, it may turn the placement into an employment relationship. If an employment relationship is created, Jayne is entitled to at least the legal minimum rate of pay for the type of work she is performing.

### Example 3

Mitchell is choosing his elective units for the following year's study as part of his undergraduate degree. One of the electives is a 3 month unpaid placement organised by the university at a host business that provides a structured learning experience related to his degree. This placement counts as credit towards meeting his total course requirement.

Because the elective forms part of his course, Mitchell's placement meets the definition of a vocational placement under the FW Act.

As this arrangement meets the definition of a vocational placement under the FW Act, it can be unpaid.

### Important

While the FW Act does not provide entitlements to students doing vocational placements, there may still be obligations in other legislation, such as those about work health and safety or discrimination that apply to them.

### Further information

For information and resources to help you understand your rights and obligations on the topic of unpaid work, visit [www.fairwork.gov.au/unpaidwork](http://www.fairwork.gov.au/unpaidwork) or contact the Fair Work Infoline on 13 13 94.

### Contact us

Fair Work Online: [www.fairwork.gov.au](http://www.fairwork.gov.au)

Fair Work Infoline: **13 13 94**

#### Need language help?

Contact the Translating and Interpreting Service (TIS) on **13 14 50**

### Hearing & speech assistance

Call through the National Relay Service (NRS):

For TTY: **13 36 77**. Ask for the Fair Work Infoline **13 13 94**

Speak & Listen: **1300 555 727**. Ask for the Fair Work Infoline **13 13 94**