Statement of Intent

The placement of medical, dental and nursing students into a clinical environment is a necessary component of their course of study, which is fostered and supported by the Faculty of Health Sciences.

Working in a clinical environment places a student in a risk environment which has potential to involve the Faculty and the student in an adverse event.

The Faculty of Health Sciences is committed to supporting our students when they are participating in the clinical placement component of their course. This guide has been produced to assist our students in their understanding of theirs and the Universities obligations when faced with a medical indemnity issue.

Professor Justin Beilby
Executive Dean
Faculty of Health Sciences
1. **BACKGROUND**

   All students enrolled in the University of Adelaide Bachelor of Medicine, Bachelor of Surgery, Bachelor of Dentistry and Bachelor of Nursing programs are required to undertake clinical placements as part of their program curriculum. These clinical placements may be hospital based or community based, or may have components of each.

2. **SUPERVISION**

   In all clinical placements students will be under the supervision of a nominated supervisor who has accepted the responsibility for the education and clinical teaching of the student. The documentation for each clinical attachment specifies the rights and responsibilities of student and supervisor as well as any specific limitations upon the activities of the student.

3. **STUDENT STATUS**

   Students are **not** registered medical, dental or nursing practitioners and are therefore not registered to practice their discipline in any capacity. Their student status allows them to undertake supervised clinical activity in an approved clinical attachment.

4. **INDEMNIFICATION**

   The University will provide financial protection for claims against a student participating in an approved clinical placement or electives, either by way of insurance or other mechanism. If a claim is made against a student in relation to their activities whilst participating in an approved clinical placement or elective and there has been no criminal intent on the part of the student, the University will provide a legal defence and where necessary meet the cost of such a claim either through insurance of from its own resources.

5. **MEDICAL DEFENCE ORGANISATION**

   The University recommends that all medical students join a medical defence organisation that provides medical indemnity insurance. Each student will need to assess the policies offered by the medical defence organisation to determine whether the policy suits their personal circumstances, what they will be covered for and the exclusions that will apply to the cover they choose. The University does not recommend or endorse any policy or medical defence organisation.

6. **UNIVERSITY INSURANCE**

   The University purchases insurance to provide indemnity to the University in the event of claim made by a third party. In certain circumstances this indemnity is extended to students of the University.

   Insurance policies that extend to students are:

   6.1 Public Liability

   6.2 Student Personal Accident
7. **ADVERSE EVENT REPORTING**

Should a student be involved in any incident that may result in a claim being made against the student or the University, the student and the student’s supervisor have an obligation to report through the Faculty of Health Sciences on the situation that occurred to Legal & Risk.

8. **FAILURE TO REPORT**

The failure to report an incident or adverse event that becomes a claim against the University may result in the University being denied protection by the University insurer.

9. **WHEN TO REPORT**

A student has an obligation and a responsibility to report any event that involves a potential for a claim against the University. The reports must be made as soon as you become aware of the event. On receiving the advice of the event Legal & Risk will place the University insurer on notice of the event to enable a claim to be made should the incident escalate to become a claim against the University.

*If in doubt ask.*

10. **LEGAL & RISK**

Further information can be obtained from either Legal & Risk (located in the Mitchell Building or from the Health Science Faculty office.

10.1 **Legal & Risk Contacts**

- **Bob Reilly** - Risk Management & Insurance - 35804
- **Tom Pontt** – Insurance Officer – 33878
TO WHOM IT MAY CONCERN

Re: Confirmation of insurance – Personal Injury – Student Group Personal Accident

In our capacity as Insurance Broker to the Named Insured shown below, we confirm having arranged the following insurance, the details of which are correct as at the Issue Date:

NAME OF INSURED : The University of Adelaide and various incorporated and unincorporated entities as declared by the University from time to time and including all contractors and sub contractors of all levels

SITUATION : Worldwide

CLASS OF INSURANCE : Personal Injury – Undergraduate Accident Plan

PERIOD OF INSURANCE : 31st December 2009 to 4pm 31st December 2010

INSURER/S : Accident & Health International Underwriting Pty Ltd as agent for Allianz Australia Insurance Limited, Melbourne

POLICY NO. : 0021675

INTEREST INSURED : Death and Capital Benefits commencing at $25,000 (with dependents) and $5,000 (no dependents) Based on schedule of benefits as per policy Subject to lesser limits where applicable

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Signed for and on behalf of
Willis Australia Limited

Disclaimer:
This document has been prepared at the request of our client and does not represent an insurance policy, guarantee or warranty and cannot be relied upon as such. All coverage described is subject to the terms, conditions and limitations of the insurance policy and is issued as a matter of record only. This document does not alter or extend the coverage provided or assume continuity beyond the Expiry Date. It does not confer any rights under the insurance policy to any party. Willis Australia Limited is under no obligation to inform any party if the insurance policy is cancelled, assigned or changed after the Issue Date.
**Issue Date**: 31 December 2009

**TO WHOM IT MAY CONCERN**

**Re: Confirmation of Insurance – General Public & Product Liability**

In our capacity as Insurance Broker to the Named Insured shown below, we confirm having arranged the following insurance, the details of which are correct as at the Issue Date:

<table>
<thead>
<tr>
<th>NAME OF INSURED</th>
<th>The University of Adelaide and various incorporated and unincorporated entities as declared by the University from time to time</th>
</tr>
</thead>
<tbody>
<tr>
<td>SITUATION</td>
<td>World Wide</td>
</tr>
<tr>
<td>CLASS OF INSURANCE</td>
<td>General Public &amp; Product Liability</td>
</tr>
<tr>
<td>PERIOD OF INSURANCE</td>
<td>31st December 2009 to 4:00pm 31st December 2010</td>
</tr>
<tr>
<td>INSURER/S</td>
<td>Lloyds of London syndicate – Newline Underwriting Management Limited and others</td>
</tr>
<tr>
<td>POLICY NO.</td>
<td>B080112528F09</td>
</tr>
<tr>
<td>INTEREST INSURED</td>
<td>Legal liability for property damage and bodily injury limited to $20,000,000 any one occurrence and in the aggregate in regards to Products Liability based on &quot;occurrence&quot; wording</td>
</tr>
</tbody>
</table>

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