

Queensland Government Insurance Fund (QGIF)



Insurance Policy – Statement of Cover

(Version 13 - Effective 1 July 2021)

QGIF is a Queensland Treasury self-insurance fund covering the State's insurable liabilities. **QGIF** is not a licensed insurer. This statement of cover details the terms of participation and the basis upon which the legal liabilities and losses suffered by an **Agency** will be met by the Fund. The terms are intentionally broad to cater for the diverse range of activities across State Government **Agencies**.

It is important to note that losses not covered by **QGIF** may be subject to further fiscal consideration through the agreed Queensland Treasury budgetary mechanism.

This statement of cover is for the following Insurances:

- **Property**
- **General Liability**
- **Professional Indemnity**
- **Medical Indemnity**
(Department of Health/Hospital and Health Services)
- **Personal Accident & Illness**
(Volunteers, Board and/or Committee Members)
- **Aviation**
- **Marine**

QGIF agrees to provide insurance cover to the **Agency** as noted on the Insurance Certificate which shows the:

- Sections which apply including any variations to the cover,
- **Period of Insurance**, and
- **Deductible**.

If an **Agency** has a risk exposure under any of the Sections, the **Agency** is required to effect such insurance.

Duty of Utmost Good Faith

The **Agency** and **QGIF** must act with the utmost good faith towards each other. The **Agency** or **QGIF** must not rely on a provision of this insurance policy unless they have acted in the utmost good faith towards each other.

The **Agency's** duty of utmost good faith includes, but is not limited to:

- disclosing all facts that are material to the risk of loss, damage or liability;
- acting honestly in respect of all claims made by the **Agency** against **QGIF**; and
- mitigating any loss suffered by the **Agency** that is covered by **QGIF**.

Legal Expenses

In respect of loss, damage or liability for which the **Agency** is insured, **QGIF** will pay all reasonable legal costs and expenses (other than in-house legal costs and expenses) incurred in the settlement or defence of claims or litigation as authorised by **QGIF**.

The **Agency Deductible** does not apply to these costs and expenses.

Rights of Recovery

QGIF will assume the **Agency's** right of recovery in respect of a claim.

Indemnity or Immunity for Agency Employees, Volunteers, Board and/or Committee Members

Subject to the terms of the insurance policy, if:

- (a) an **Agency** agrees to indemnify an **Agency Employee, Volunteer, Board and/or Committee Member** under Queensland Government Indemnity Guidelines as amended from time to time; or
- (b) a civil liability in relation to the conduct of an **Agency Employee, Volunteer, Board and/or Committee Member** attaches to the **Agency** pursuant to a Queensland law (eg: section 26C of the *Public Service Act 2008 (Qld)*, section 10.5 of the *Police Service Administration Act 1990 (Qld)* etc),

QGIF covers the cost of that indemnity or liability.

General Definitions

Agency

- (a) a department declared under section 14(1) of the *Public Service Act 2008 (Qld)*;
- (b) an office of a Minister who is appointed under section 24 of the *Constitution of Queensland Act 2001 (Qld)*; or
- (c) an **Entity** named in the Insurance Certificate.

Agency Employee

An employee, appointee, officer of an **Agency**.

Board and/or Committee Member

A person appointed to a board or committee of an **Agency** (including a director of a company registered under the *Corporations Act 2001 (Cth)*).

Deductible

The amount the **Agency** pays towards a claim. The **Deductible** (if applicable) is shown on the Insurance Certificate.

Entity

A person or an unincorporated body.

Occurrence

An event or incident neither expected nor intended to cause loss, damage or liability from the standpoint of the **Agency, Agency Employee, Volunteer, Board and/or Committee Member**.

Pandemic

Any human infectious or human contagious disease declared to be a listed human disease under the *Biosecurity Act 2015 (Cth)* and subsequent amendments.

Period of Insurance

The period of time shown on the Insurance Certificate during which insurance is in force.

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Volunteer

Any person who works without payment (other than out of pocket expenses) for the **Agency** and acts under the direction and supervision of the **Agency**.

General Exclusions

Cover is not provided under any Section for:

Non-Government Entities

any **Entity** other than an **Agency, Agency Employee, Volunteer, Board and/or Committee Member**.

Construction

property undergoing construction, erection, demolition, repair, alteration or addition. This Exclusion only applies to the portion of the property which is undergoing construction, erection, demolition, repair, alteration or addition.

Cover Provided by other Insurance or Agreement

loss, damage or liability for which the **Agency** is covered under any other insurance or any contract or agreement or arrangement, however only to the extent of the cover provided. This exclusion extends to any excess, **Deductible** or self-insured retention under any other insurance or any contract or agreement or arrangement.

Claim Preparation Costs

claim preparation costs incurred by the **Agency** unless agreed by **QGIF**.

Fines and Penalties

finances, penalties, liquidated damages, punitive or exemplary damages.

Contracts or Agreements

loss, damage or liability for which the **Agency** has assumed under a contract or agreement, however **QGIF** will cover the **Agency's** liability if it would have existed in the absence of such contract or agreement.

Pandemic

loss, damage, liability, costs, expenses or revenue directly arising from the transmission or alleged transmission of a **Pandemic** or resulting from a directive of an authorised person(s) under the *Biosecurity Act 2015 (Cth)* or *Public Health Act 2005 (Qld)*.

This exclusion does not apply to the rendering of, or failure to render medical or health services which are provided in the conduct of the **Agency's** activities.

It is important to note losses not covered by **QGIF** may be subject to further fiscal consideration through the agreed Queensland Treasury budgetary mechanism.

General Conditions

It is a condition of the **QGIF** insurance policy that an **Agency**:

Reporting

reports to **QGIF** all third party personal injury matters including medical incidents subject to a Section 9A (initial notice) under the *Personal Injuries Proceedings Act 2002 (PIPA)*, immediately they are known by the **Agency**. For all other matters an **Agency** must immediately report to **QGIF** incidents that will lead to claims above the **Deductible**.

Prevention of Loss, Damage or Liability

takes all reasonable precautions to prevent loss, damage or liability occurring and comply with all standards and statutory requirements in respect of safety of persons and property.

Claim Management

grants to **QGIF** (and its legal advisors) the right to conduct the defence of a **Claim** against the **Agency** and to settle the **Claim** on terms **QGIF** considers appropriate.

PROPERTY SECTION

Definitions

Counter Disaster Operations

Activities undertaken by the **Agency** to provide direct assistance to the public and in the protection of the **Agency's** assets before, during and after a disaster event.

Real and Personal Property

Property includes but not limited to buildings, furniture and fittings, contents, portable and attractive items, plant and equipment, unregistered motor vehicles, computer equipment, money and goods in transit.

Property - Part 1 – Material Loss or Damage

Insurance

QGIF will cover the **Agency** for loss of or damage to all **Real and Personal Property** owned by or in the care, custody or control of the **Agency**, as a result of an **Occurrence** during the **Period of Insurance**.

The basis of settlement will be reinstatement or replacement including extra costs of reinstatement necessary to meet statutory requirements.

Note

Property - Part 1 – Material Loss or Damage includes but is not limited to Industrial Special Risks (ISR), Machinery and Electronic Breakdown, Fidelity Guarantee and Cyber risk insurances. Aircraft and Watercraft are to be covered under the Aviation and Marine Sections of this Insurance Policy with the exception of remotely piloted aircraft which are covered under this Section.

Exclusions

QGIF will not pay for loss of or damage to:

- (a) registered motor vehicles other than motor vehicles requiring conditional registration.
- (b) roadways (sealed or unsealed), walkways, tracks, bridges, culverts and tunnels unless their inclusion is specifically agreed to by **QGIF** and noted on the Insurance Certificate.
- (c) railway tracks, groynes, revetment, dredged channels, canals, dams, reservoirs, levees unless their inclusion is specifically agreed to by **QGIF** and noted on the Insurance Certificate.
- (d) livestock, animals, standing timber, crops, pasture, vegetation (other than indoor potted plants) or land, unless their inclusion is specifically agreed to by **QGIF** and noted on the Insurance Certificate.

QGIF will not pay for:-

- (a) loss or damage resulting from wear and tear or inadequate maintenance, but this exclusion does not apply to subsequent loss of or damage to real and personal property covered under this Section.
- (b) loss or damage resulting from erosion, subsidence, earth movement or collapse resulting therefrom, unless it is sudden, unforeseen and directly attributable to a single event.
- (c) unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from the **Agency**.

Property – Part 2 - Loss of Revenue and Increased Costs

Insurance

QGIF will pay the **Agency** for:

- (a) consequential loss of revenue, turnover, fees or rent resulting from the interruption of or interference with the business of the **Agency**; and

- (b) the cost of additional expenditure necessarily and reasonably incurred by the **Agency** in order to avoid or diminish a reduction in revenue, turnover, fees or rent, or in resuming or maintaining normal business operations or services;

resulting from loss or damage insured under Property – Part 1 Material Loss or Damage or other contingency as agreed between the **Agency** and **QGIF**.

The amount paid under this Section will be net of any savings made by the **Agency**.

Exclusion

- (a) **QGIF** will not pay for costs associated with **Counter Disaster Operations**.
- (b) any loss, associated with human infectious or contagious disease (Pandemics) as listed under the Biosecurity Act 2015 (Cth) as amended or replaced from time to time

GENERAL LIABILITY, PROFESSIONAL INDEMNITY AND MEDICAL INDEMNITY SECTIONS

Definitions

Claim

A demand for compensation made on the **Agency** by a third party; or

- (a) a written notice of complaint from the Queensland Human Rights Commission (QHRC) made under the *Anti-Discrimination Act 1991*; or
- (b) a written notice of complaint from the QHRC made under the *Human Rights Act 2019 (Qld)* where the complainant is also seeking remedy under another insurable action covered by **QGIF** but excluding any complaints relating to Administrative Reviews such as Judicial Reviews or Legislative Amendments; or
- (c) a written notice of complaint from the Australian Human Rights Commission

Medical Indemnity

The rendering of or failure to render medical or health services which are provided in the conduct of the **Agency's** activities and results in bodily injury, mental injury or death of a patient.

General Liability Section

Insurance

QGIF will cover the **Agency** for all amounts which the **Agency** becomes legally liable to pay as:

- compensation for personal injury and property damage; or
- other damages,

in respect of a **Claim**, as a result of an **Occurrence** in connection with the **Agency's** activities and occurring during the **Period of Insurance**.

Note

General Liability includes but is not limited to Public Liability, Products Liability, Professional Indemnity (no fees charged), Cyber Liability, Environmental Liability, Employment Practices Liability and Directors' and Officers' Liability. Aircraft and Watercraft are to be covered under the Aviation and Marine Sections of this Insurance Policy with the exception of remotely piloted aircraft which are covered under this Section.

Exclusions

QGIF will not cover the **Agency's** legal liability arising out of the use of:

- motor vehicles requiring registration. Motor vehicles requiring conditional registration are exempt from this exclusion in respect of legal liability for third party property damage; or
- aircraft and watercraft owned by or in the care, custody or control of the **Agency**.

Professional Indemnity Section

Insurance

QGIF will cover the **Agency** for all amounts which the **Agency** becomes legally liable to pay as compensation for a breach of professional duty committed or alleged to have been committed in the conduct of the **Agency's** activities and occurring during the **Period of Insurance**.

Medical Indemnity Section

(Department of Health and Hospital and Health Services only)

Insurance

QGIF will cover the **Agency** for all amounts which the **Agency** becomes legally liable to pay in respect of a **Claim** arising from **Medical Indemnity** and occurring during the **Period of Insurance**.

PERSONAL ACCIDENT & ILLNESS SECTION

(Volunteers, Board and/or Committee Members)

Definition

Injury - As defined in the *Workers' Compensation and Rehabilitation Act 2003* as amended.

Insurance

QGIF will pay on behalf of the **Agency**, compensation for **Injury** to a **Volunteer, Board and/or Committee Member** as a result of an **Occurrence** during the **Period of Insurance** while acting in their official capacity as a **Volunteer, Board and/or Committee Member** of the **Agency**.

Compensation will be in accordance with and equivalent to the benefits that would be paid to the **Volunteer, Board and/or Committee Member** had they been entitled to compensation under the *Workers' Compensation and Rehabilitation Act 2003* as amended.

Exclusion

Compensation will not be paid to a person who is entitled to workers' compensation for the **Injury**.

AVIATION SECTION

Note

Remotely piloted aircraft are covered under the Property and General Liability Sections.

Aviation - Part 1 - Material Loss or Damage

Insurance

QGIF will cover the **Agency** for loss of or damage to aircraft owned by or in the care, custody or control of the **Agency**, as a result of an **Occurrence** during the **Period of Insurance**.

The basis of settlement will be reinstatement or replacement.

Exclusion

QGIF will not pay for loss or damage resulting from wear and tear or inadequate maintenance but this exclusion does not apply to subsequent accidental loss of or damage to aircraft covered under this Section.

Aviation - Part 2 - Legal Liability

Insurance

QGIF will cover the **Agency** for all amounts which the **Agency** shall become legally liable to pay as compensation for personal injury and property damage in respect of a claim made by a third party as a result of an **Occurrence** caused by the use of aircraft insured under Part 1 in connection with the **Agency's** activities and occurring during the **Period of Insurance**.

Exclusion

QGIF will not pay for loss or damage which occurs outside the Commonwealth of Australia unless cover has been specifically agreed to by **QGIF** and noted on the Insurance Certificate.

MARINE SECTION

Marine - Part 1 - Material Loss or Damage

Insurance

QGIF will cover the **Agency** for loss of or damage to watercraft owned by or in the care, custody or control of the **Agency**, as a result of an **Occurrence** during the **Period of Insurance**.

The basis of settlement will be reinstatement or replacement.

Exclusion

QGIF will not pay for loss or damage resulting from wear and tear or inadequate maintenance but this exclusion does not apply to subsequent accidental loss of or damage to watercraft covered under this Section.

Marine - Part 2 - Legal Liability

Insurance

QGIF will cover the **Agency** for all amounts which the **Agency** shall become legally liable to pay as compensation for personal injury and property damage in respect of a claim made by a third party as a result of an **Occurrence** caused by the use of watercraft insured under Part 1 in connection with the **Agency's** activities and occurring during the **Period of Insurance**.