

ACT Workers' Compensation

Policy Wording



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ACT Workers' Compensation Policy

Introduction

Under the Workers Compensation Act 1951 (the *Act*) *employers* who are not self-insured must obtain a policy of insurance with a approved insurer, indemnifying them in respect to the matters referred to in the *Act*.

In this policy, 'Zurich', 'we', 'us' and 'our' refers to Zurich Australian Insurance Limited, ABN 13 000 296 640, AFS Licence Number 232507, a licensed insurer.

In this *policy*, we sometimes capitalise or italicise words to show that they have a particular defined meaning. You should refer to the Definition sections below to obtain the full meaning of such terms.

Definitions

The following definitions shall apply to the words used in this *policy*:

Act

Act means the Workers Compensation Act 1951 of the Australian Capital Territory, as amended and replaced from time to time, including any subordinate rules and regulations.

Business

business means the Business, Occupation, Trade or Profession specified in the *schedule*.

Employer

employer means the named Employer specified in the *schedule* and also includes the definition of employer pursuant to the *Act*.

Period of Insurance

period of insurance means the dates over which this insurance cover is valid, as specified in the *schedule*.

Policy

policy means this wording, your most current *schedule*, the proposal, any certificates, the *Act* and any written changes advised by us, such as any endorsements.

Worker

worker means a person employed by the *employer*, and taken to be a worker under the *Act*. *Workers* has a corresponding meaning.

Schedule

schedule means the most current *policy schedule* issued by us. It includes any changes, conditions and exclusions not otherwise stated in this *policy*.

Cover

Subject to the payment of your premium, Zurich agrees to provide workers compensation cover as required by the *Act* on the terms and conditions set out in this *policy*, based on the following.

If during the *period of insurance* and in the course of carrying out the *employer's business*:

- (a) a *worker* suffers an injury, not being a disease, or death arising out of or in the course of the *worker's* employment; or
- (b) a *worker* suffers an injury, which is a disease, arising out of or in the course of the *worker's* employment and to which the *worker's* employment substantially contributed to the injury,

and the *employer* is liable to pay compensation to the *worker* (or the *worker's* dependants) as a result of such injury:

- (i) in accordance with the *Act*; or
- (ii) independently of the *Act*,

then Zurich will indemnify the *employer* and each person employed by the *employer*, against all such sums for which the *employer* and such employed persons are liable under the *Act* or independently of the *Act*.

Subject to our written consent, Zurich will also pay legal costs and expenses incurred in relation to proceedings arising from the *worker's* injury.

Exclusions

We will not pay for:

- (a) any amount which the *Act* expressly states that the *employer* is not to be indemnified for;
- (b) fines and/or penalties which the *employer* incurs as a result of breaching the *employer's* obligations under the *Act*;
- (c) payments pursuant to Section 95 of the *Act*, being payments incurred as a result of failing to give an injury notice in the specified time;
- (d) punitive and/or exemplary damages awarded against the *employer* in relation to a liability under the *Act*;
- (e) any liability in relation to which the *employer* is indemnified by another policy of insurance; or
- (f) liability imposed upon the *employer* by the provisions of any workers compensation legislation or accident compensation legislation in another State or Territory.

Policy terms and conditions

It is a condition of this *policy* that the *employer* complies with the following obligations:

1. General Obligations

The *Act* creates obligations for the *employer* which include:

- (a) maintenance of a register of injuries;
- (b) displaying a notice outlining the *employer's* obligations under the *Act* in the workplace; and
- (c) establishing a return to work program.

Zurich requires the *employer* to comply with all general obligations under the *Act*.

2. Injury Management Obligations

The *Act* creates injury management obligations for the *employer* which include:

- (a) complying with obligations imposed under Zurich's injury management program;
- (b) complying with timeframes regarding the reporting of an injury;
- (c) complying with our requests for information in relation to an injury or a claim for compensation in accordance with timeframes as described in the *Act*;
- (d) providing suitable work for full-time, part-time and casual *workers* (other than non-business employers); and
- (e) cooperating in the development and implementation of a personal injury plan in certain cases.

Zurich requires the *employer* to comply with the *employer's* injury management obligations under the *Act*.

3. Claims Management Obligations

The *Act* creates claims management obligations for the *employer* which include:

- (a) forwarding any claim for compensation or another document in relation to a claim, to Zurich in accordance with timeframes as described in the *Act*; and
- (b) immediately paying a *worker* any monetary compensation under the *Act*, when received from Zurich.

Zurich requires the *employer* to comply with all of the *employer's* claims management obligations under the *Act*.

Employer's responsibilities

Further to the obligations outlined above, the *Act* also requires *employers* to undertake the following (noting this is not an exhaustive list):

- (a) provide a statutory declaration and an audit certificate every 6 months and/or within 30 days of the *policy* expiring or being cancelled.
- (b) provide Zurich with required information, as stipulated under Regulation 62A.
- (c) provide details of how to make a claim and to make claim forms available to *workers*.
- (d) display a summary of the requirements of the *Act* for making claims.
- (e) not interfere with the Register of Injuries.
- (f) permit ACT WorkCover Inspectors to enter the premises to inspect documents or request information.
- (g) comply with any notices issued by WorkSafe ACT Inspectors.
- (h) as far as reasonably practicable, not alter any equipment until Zurich has had the opportunity to examine it.
- (i) keep an accurate and up-to-date wages book containing details of every *worker* and wages earned.

Zurich's rights and Responsibilities

- (a) Under the *Act*, Zurich has 14 days after issuing a *policy* to advise *employers* of their further obligations pursuant to the following Sections of the *Act*:
 - (i) Section 155;
 - (ii) Section 156;
 - (iii) Section 157;
 - (iv) Section 158; and
 - (v) Section 159.
- (b) Zurich agrees to meet its obligations pursuant to the *Act*, set out in detail in Zurich's Injury Management Program.
- (c) Zurich is entitled to offset any amount it has paid to the DI fund by the same proportion of premium payment it has recovered from the *employer*.
- (d) If an *employer*, in seeking cover from Zurich, provides an amount that is more than 10% below the actual amount for total wages, then Zurich is entitled to double the difference between the premium that was paid and what should have been paid, had the *employer* disclosed the correct amount.

- (e) Zurich can inspect the premises and/or work equipment at any time.
- (f) Zurich will use the *employer's* name in defending any proceedings on the *employer's* behalf or pursuing its rights of subrogation.
- (g) Zurich will not be bound by any interests assigned under this *policy*.
- (h) No conditions or provisions will be waived without Zurich's consent.

Claims conditions

The following are conditions that apply to claims under this *policy*. These conditions are not an exhaustive list of an *employer's* obligations under the *Act* in the event of a claim. We recommend that you refer to the *Act* and/or to WorkSafe ACT for further details.

- (a) A claim is deemed to have been made on the day it is given to the *employer* or to Zurich.
- (b) Upon receipt of a claim, an *employer* must give Zurich notice within 48 hours of receipt of the notice.
- (c) The *employer* must forward details of a *worker's* claim to Zurich within 7 days of receipt of the details.
- (d) The *employer* must respond to any request for information that Zurich makes within 7 days of the request.
- (e) The *employer* must provide vocational rehabilitation to the *worker* on a 'without prejudice' basis.
- (f) The *employer* must provide suitable employment for an injured *worker* who requests the work within 6 months of the date of injury, unless the *worker* resigns or leaves or the *employer* cannot provide suitable employment.

Cancellation

- (a) The *employer* can cancel this *policy* in writing to Zurich at any time.
- (b) Zurich can only cancel the *policy* for non-payment of the premium or in accordance with the protocol approved by the Minister.
- (c) Within 14 days of cancelling the *policy*, the *employer* must give Zurich a certificate from a recognised auditor stating the total wages paid to its *workers* for the duration of the *period of insurance*. Zurich will adjust the cancellation as per the premium condition.
- (d) Under the *Act*, Zurich must give the *employer* at least 30 days notice if it decides to end the *policy*.

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