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.