



# 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*.

**Zurich Australian Insurance Limited**

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