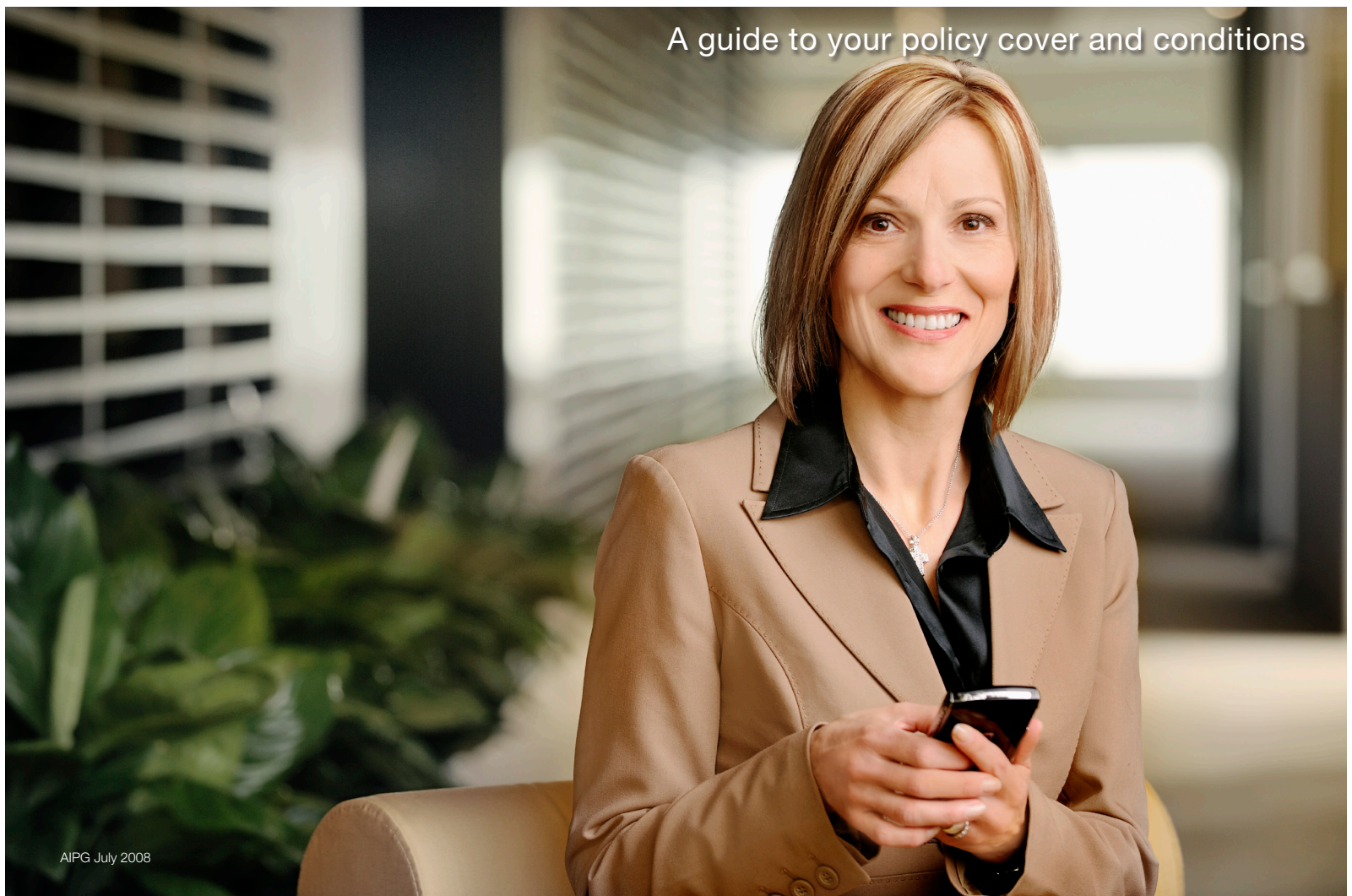


understanding your workers' compensation  
**accident insurance policy**

A guide to your policy cover and conditions



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## Getting in touch

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## About WorkCover Queensland

WorkCover Queensland is a statutory authority providing insurance coverage for Queensland employers, compensating and helping injured workers with their work-related injuries. We offer insurance products in accordance with Queensland workers' compensation legislation.

## About your accident insurance policy

Holding an accident insurance policy means that your business is covered against the costs of work-related injury as set out in workers' compensation legislation. However, you should read this guide carefully to understand what may, or may not be covered. Documents that will help you to understand your policy include:

- this guide
- your Premium Notice
- the *Workers' Compensation and Rehabilitation Act 2003* (the Act) and *Workers' Compensation and Rehabilitation Regulation 2003* (the Regulation).

Your policy is subject to the provisions of the Act and Regulation under the Act and those provisions are taken to form part of your policy.

## General definitions

**Accident insurance** has the same meaning as in s8 of the Act.

**Business** means the person(s) or entity insured under this accident insurance policy as shown on the Premium Notice.

**Compensation** has the same meaning as in s9 of the Act.

**Damages** has the same meaning as in s10 of the Act.

**Employer** refers to the person(s) or entity insured under this accident insurance policy as shown on the Premium Notice and has the same meaning as in s30 of the Act.

**Excess** has the same meaning as in s65 of the Act and is calculated according to the amount set out in s16 of the Regulation.

**Injury** has the same meaning as in s32 of the Act.

**Normal weekly earnings (NWE)** is defined in s106 of the Act and Part 5, Division 1 of the Regulation.

**Period of insurance** means the period specified in the most recent Premium Notice.

**Policy** means a WorkCover Queensland accident insurance policy.

**Premium Notice** refers to the Premium Notice most recently issued by WorkCover Queensland and has the same meaning as in schedule 6 of the Act.

**Q-COMP** is the workers' compensation regulatory authority responsible for regulating the Queensland workers' compensation scheme.

**QOTE** is a seasonally adjusted amount of Queensland full-time adult's ordinary time earnings, as declared by the Australian Statistician.

**Self insurance** allows an employer under a licence to provide their own accident insurance instead of insuring with WorkCover Queensland (s68 of the Act). Licensing is managed by Q-COMP.

**The Act** means the *Workers' Compensation and Rehabilitation Act 2003*.

**The Regulation** means the *Workers' Compensation and Rehabilitation Regulation 2003*.

**They** means the injured worker.

**Worker** has the same meaning as in s11 of the Act, including the extended meaning it has because of Schedule 2 of the Act.

**We, Us, Our** means WorkCover Queensland.

**You, Your, The insured** means the person(s) or entity insured under this accident insurance policy as shown on the Premium Notice.

## Conditions of policy

### Obligation to insure

Unless you are a licensed self-insurer, accident insurance is compulsory if you employ workers in Queensland (s48 of the Act). If you are uninsured (because you have not taken out insurance or have not paid your premium by the due date) or if you are under-insured (because you have not accurately declared your wages):

- you may be liable to pay a penalty (s51 of the Act); and
- we are entitled to recover from you the unpaid premium together with a further penalty based upon the value of the unpaid premium (s57 of the Act).

Workers are still eligible for workers' compensation if their employer is uninsured and we must pay compensation to the worker if they are entitled to compensation. If we are required to pay a claim when you are uninsured or under-insured, in addition to the amounts mentioned above, we are entitled to recover from you the amount we have paid out on the claim plus a further penalty based upon the amount paid on the claim (s57 of the Act).

### Period of insurance

You are insured from the date you apply for a policy until 30 June. Your policy is then renewed annually.

### How premium is calculated

Under s54 of the Act, WorkCover Queensland must set the premium payable under a policy. To do this we apply an experience based rating (EBR) formula to calculate your premium annually—multiplying your wages by your premium rate. The EBR formula uses your claims history and the claims history of your industry to calculate your premium rate.

If you are a business that has just started employing, the premium rate you pay is the WorkCover Queensland industry rate for your industry. This is because you do not have enough claims experience to use the EBR formula. We calculate your premium for the next fund year by multiplying your estimated wages for the next year by your premium rate.

If your policy is less than 18 months old, your premium rate is only affected by changes to the WorkCover Queensland industry rates. Once your policy has been current for eighteen months, your premium rate is calculated using the EBR formula.

We send you an annual Premium Notice that details the amount of premium you need to pay.

## Renewing your policy

Renewing your policy is easy. Each year in July, depending on your premium amount, we will send you either:

- a Declaration of Wages form
- an automatic assessment of your premium.

We must receive wages information before 31 August. If you do not return your Declaration of Wages form or pay your premium by the due date, you will be deemed uninsured and a fee will apply to reinstate your insurance (s9 of the Regulation and s61 of the Act).

## Easy payment options

We provide a number of easy payment options:

- 3% discount if payment is received by the discount due date, which is on your Premium Notice
- monthly or quarterly direct debit payment from a bank account.

**IMPORTANT NOTE:** conditions apply to these payment options; your premium notice will state any options available to you along with the accepted payment methods.

Discounted premium payments are due 16 September. Full premium payment and direct debit authorities for payment plans are due 30 September.

If you do not choose one of these options, full payment of your premium is due by 30 September. If you do not pay your premium by the due date you will be deemed uninsured and a fee will apply to reinstate your insurance (s61 of the Act).

## Cancellation of policy

You must tell us if you wish to cancel your policy. Policies do not automatically lapse if you do not return your Declaration of Wages form or pay your premium. We can only cancel your policy once you have provided us with:

- the date you last employed a worker
- the total wages paid from 1 July until the date you ceased to employ workers.

You can contact us by phone (1300 362 128), fax (1300 651 387) mail, or email us (info@workcoverqld.com.au) to provide this information.

## Your responsibilities

### Records to be kept of wages

You must keep a record of documents (such as a record of wages) as prescribed in s119 of the Regulation and agree to allow WorkCover Queensland to inspect them (s520 of the Act). The Act also allows us to perform an audit of wages or contracts (s577 of the Act).

### Employer must advise change of business or industry

You must advise us as soon as practicable of any change in the business or industrial activity carried out by your business.

### Offence to pass costs on

It is an offence to charge a worker (directly or indirectly) for the cost of workers' compensation or damages. Any amount paid can be recovered and a fee imposed (s52 of the Act).

## Protection for workers

Workers who have a work-related injury are protected by legislation. This includes protecting them from dismissal within 12 months of sustaining an injury solely or mainly because they are not fit for employment (s232B of the Act).

## Fraud and false and misleading statements

If you, or someone acting on your business's behalf, makes a fraudulent, false or misleading statement WorkCover Queensland can take legal action against you (chapter 12, part 2 of the Act). This includes failing to report that a person is defrauding or attempting to defraud WorkCover.

## Penalties

The Act and Regulation set out when, and what, penalties can be applied to a policyholder or an injured worker. Fines can be expressed as:

- penalty units (10-1000 penalty units with fees equating to \$750 to \$75 000)
- a percentage of premium payable (up to 100%)
- a percentage of claims costs
- a term of imprisonment.

## Cover provided by your policy

### Who is covered

Your accident insurance policy covers you for the costs associated with a claim by a worker (s11 of the Act) who is injured in the course of employment as set out in the Act. Your policy does not cover directors of a company, trustees of trusts, or partners in a partnership.

### Types of injuries covered

Your policy covers injuries that arise out of, or in the course of, employment where employment is a significant contributing factor to the injury (s32 of the Act). The types of injuries that your policy covers includes:

- common place injuries (e.g. sprains, strains, burns, and cuts)
- diseases (e.g. Q-Fever)
- aggravation to pre-existing injuries (whether work-related or not)
- hearing loss (e.g. industrial deafness)
- psychological and psychiatric injuries (e.g. major depression or post traumatic stress disorder)
- fatal work-related injuries.

Injuries are not limited to those in the workplace (sections 34 and 35 of the Act) and may be covered if they happen:

- on a work break
- while working away from, or travelling between, worksites
- while working interstate or overseas
- travelling between work and home.

**IMPORTANT NOTE:** injuries that occur whilst travelling between work and home (commonly referred to as "journey claims") will not impact your premium.

Injuries that are sustained as a result of serious or wilful misconduct may still be covered if they meet the criteria under s130 of the Act.

## Statutory claim costs covered

Your policy covers you for the costs associated with a workers' compensation claim as set out in chapter 3 of the Act. The statutory scheme operates on a no-fault basis, meaning a worker can claim regardless of who or what caused the injury.

Compensation (other than the excess payable and compensation payable for the day of the injury) must be paid by WorkCover Queensland (s109 of the Act).

The type of costs covered include:

- weekly benefits for lost wages
- medical expenses
- rehabilitation expenses (such as physiotherapy or counselling)
- hospital expenses
- travelling expenses
- lump sum compensation for permanent impairment
- death benefits.

## Weekly benefits

When a worker is totally or partially incapacitated for work as a result of their injury, they may be entitled to weekly compensation for loss of earnings during the period of incapacity. Weekly compensation payments are calculated in accordance with the Act and will either be a percentage of their normal weekly earnings, 100% of their award rate, or Queensland full time adult's ordinary time earnings (QOTE).

**IMPORTANT NOTE:** we will only deduct tax from weekly compensation. Even though you make certain deductions on behalf of the injured worker such as superannuation, WorkCover Queensland cannot. Some industrial instruments require employers to continue paying superannuation while a worker receives workers' compensation benefits.

## Medical and rehabilitation costs

Medical and rehabilitation costs are covered in chapter 4, part 2 and 3 of the Act if WorkCover considers the treatment to be reasonable and/or the rehabilitation to be necessary and reasonable. This includes:

- medical treatment or rehabilitation provided by a registered person (e.g. a doctor, dentist, or physiotherapist)
- surgical and hospital expenses and medicines that are essential to recovery (e.g. bandages or medication)
- equipment or services needed to help the worker recover (e.g. wheelchairs, crutches, or return to work programs).

## Hospital expenses

Hospitalisation costs covered by workers' compensation are set out in chapter 4, part 2 of the Act and include:

- non-elective hospitalisation up to four days
- non-elective hospitalisation for more than four days, only when agreed to between WorkCover and the worker, before the hospitalisation or any extension of the hospitalisation
- elective hospitalisation only when agreed to between WorkCover and the worker before the hospitalisation.

We may not cover hospitalisation costs if a doctor performs an operative procedure for non-elective hospitalisation for more than four days, or for elective hospitalisation at a hospital without first obtaining our approval.

## Lump sums for permanent impairment

If an injured worker suffers a permanent impairment—loss of efficient use of part of the body, or loss of part of the body—as a result of their work related injury they may be entitled to lump sum compensation (s178 of the Act).

## Death benefits

We may pay compensation for the death of a worker to the workers' family ('dependants'). Payments can include any medical costs, funeral costs, and compensation payable where family members were partially or totally dependent on the worker's earnings. What will be paid and when, is covered in chapter 3, part 11 of the Act.

## When compensation for an injury ends

An injured worker's entitlement to weekly compensation ends when the first of the following happens (s144A of the Act):

- the worker returns to work and is no longer injured
- the worker receives a lump-sum offer
- the worker has received weekly payments for five years
- the worker's total weekly compensation reaches the maximum amount payable.

We will stop paying medical treatment, rehabilitation, hospital, travelling, and expenses when a worker's entitlement to weekly compensation ends and the injury will no longer improve with further treatment (s144B).

## Common law (damages) claim costs covered

In certain circumstances a worker may elect to seek damages for a workplace injury—a common law claim. Your accident insurance policy covers you for the cost of a common law claim. Workers must meet certain criteria before they are entitled to seek damages and need to establish some liability on the part of the employer (chapter 5 of the Act).

Common law costs (damages) can include payments for:

- past and future loss of income
- treatment and other expenses
- pain and suffering.

In most instances, statutory claim costs are offset against any damages to be paid.

## Limitations of coverage

### Limitations of statutory claims coverage

Claims or injuries may not be covered under certain circumstances:

- psychological or psychiatric injury claims will not be accepted if they are deemed to be the result of 'reasonable management' action (s32 (5) of the Act)
- only an aggravation of a pre-existing injury will be covered—not the pre-existing injury itself (s32 (3) (b) of the Act)
- employment need not be a significant contributing factor if the injury occurs in accordance with particular clauses under sections 34 or 35 of the Act
- journey claims may not be accepted if the circumstances of the claim fall under s36 of the Act (including the worker having been found to contravene the *Transport Operations Road Use Management Act 1995*, the Criminal Code, or having deviated significantly from their normal route)

- a claim may not be accepted if a worker subjects themselves to abnormal risk during a recess period s34 of the Act
- a claim may not be accepted if the injury was intentionally self-inflicted.

WorkCover does not cover the cost of:

- damage to clothing or jewellery
- vehicle damage if the injury occurs while travelling to or from work.

### Limitations of common law coverage

Your policy does not:

- cover the cost of any exemplary damages or punitive damages payable (s309 of the Act)
- cover any liability to pay damages for loss of consortium resulting from an injury sustained by an injured worker (s10 of the Act)
- cover any liability where the employer is required to provide under another Act or a law of another State, the Commonwealth, or of another country (s10 of the Act)
- cover any claims outside of the ambit of the Act.

### Compensation—two or more employers

Where a worker has multiple employers, the employer responsible for the claim costs will be the employer for whom the worker was working for at the time of the injury. This includes any weekly compensation benefits payable—weekly compensation will be calculated taking into account earnings from all employers (s84 of the Regulation).

### Interstate or overseas coverage

Depending on the circumstances of the claim, your policy may, or may not, provide coverage for a worker who sustains an injury while working interstate or overseas (s113 and 115 of the Act). If you employ workers who work interstate or overseas, contact us to discuss your cover. You should also consider your insurance obligations regarding each particular jurisdiction.

## Making a statutory claim—conditions and procedures

### Procedure for making a claim

If a worker is injured:

- you must notify us immediately once you know about the injury (s133 of the Act)
- the worker can lodge an application for compensation (s132 of the Act)—we accept applications online ([www.workcoverqld.com.au](http://www.workcoverqld.com.au)), over the phone (1300 362 128), by fax (1300 651 387), or through the doctor's surgery
- we will assess the application according to the Act and must make a decision within 20 business days of receiving it (s134 of the Act)
- if accepted, you must pay the worker for the day they stopped work because of the injury and the employer excess (if applicable) (sections 144 and 66 of the Act)
- you must also help with, or provide rehabilitation for, an injured worker while they are receiving compensation payments (s229 of the Act).

If more information is needed to make a decision we will contact any relevant parties—including you, the worker, any witnesses and/or treating or independent medical providers.

**IMPORTANT NOTE:** if we need you to supply information we will let you know how long you have to provide it—in order to meet legislative timeframes for decision making we must still make a decision if we do not receive your information within the agreed time.

### Your responsibilities when a claim is made

#### Employer must give notice of the worker's injury

You must notify us immediately once you are made aware of an injury to a worker (s133 of the Act). You must also let us know if a worker asks for, or if you make a payment as compensation or in lieu of compensation (s133A of the Act).

#### Payment for the day of the injury

You must pay the worker for the day they stopped work because of the work related injury (s144 of the Act). This payment is in addition to any compensation they may receive and is not part of the employer excess. It is paid at the workers' normal pay rate (i.e. the amount they would have received had they not stopped work because of the injury).

#### Employer 'excess' payable

Employer excess represents the first payment of weekly compensation. You must pay this amount directly to the injured worker (s66 of the Act)—if you don't penalties may apply. The excess amount is 100% of Queensland full-time adult's ordinary time earnings (QOTE) rounded up to the nearest \$10 as set out in s16 of the Regulation. The excess amount is adjusted annually as at 1 July.

#### Rehabilitation and return to work responsibilities

You are required to take all reasonable steps to assist with, or provide, rehabilitation for an injured worker for the period for which the worker is receiving compensation (s228 of the Act). Fees may apply if you do not fulfil these responsibilities (s229 of the Act).

In addition, you may also have certain rehabilitation obligations if you meet criteria set out under Part 6, Divisions 1A and 2 of the Regulation. This includes the obligation to appoint a rehabilitation and return to work coordinator (s226 of the Act) and have workplace rehabilitation and return to work policies (s227 of the Act). These particular obligations are administered by Q-COMP. For more information contact Q-COMP on 1300 361 235 or visit [www.qcomp.com.au](http://www.qcomp.com.au).

#### Review and appeal rights

Under s541 of the Act, you (or the injured worker) have the right to apply for a review if you are aggrieved by our decision, or our failure to make a decision. Decisions that are reviewable are set out in s540 under the Act and include:

- the method used to calculate premium
- to accept or reject an application for compensation
- failure to make a decision on an application within the required time.

The review process is managed independently by Q-COMP. If you are not satisfied with Q-COMP's review decision you may have the right to appeal to the industrial court or the industrial commission.

## Common law claim procedures and conditions

### What happens when a worker makes a common law claim

If a worker makes a common law claim we will contact you to explain the process and your rights and responsibilities. We will also be able to help you understand any impact it may have on your premium.

### Additional responsibility for common law claims

Once a common law claim has been lodged you must:

- cooperate with us during the common law claim—this includes providing full access to information and documents (s280 of the Act)
- if the claim is litigated, sign all necessary documents and do everything that we regard as being reasonable necessary throughout the litigation process.

## Customer service information

### Your privacy

To provide a range of workers' compensation services we must collect some personal information. Personal information is information or an opinion (including information or an opinion forming part of a database) we hold about you that can identify you.

As a policyholder, the personal information we hold may include your name, date of birth, current and previous addresses, telephone/mobile phone number, email address, financial details, occupation, driver's license number or other identifying numbers, and contact details including telephone numbers and in some cases facsimile numbers and email addresses.

We may also hold information relating to your financial and business affairs, including bank account and credit card details, tax file numbers, Australian Business Number (ABN), and wages information.

We are committed to protecting your privacy by responsibly collecting, using, storing, and disclosing the personal information we may hold in a manner consistent with the *Information Privacy Act 2009* (IP Act). Schedule 3 of the IP Act outlines the 11 Information Privacy Principles an agency must adhere to.

We may be required to collect from, use, or disclose information to various government agencies (e.g. Australian Taxation Office). How we use and disclose this personal information is governed by the *Workers' Compensation and Rehabilitation Act 2003*, IP Act, *Right to Information Act 2009*, and/or other legislation or requirement by law.

WorkCover takes reasonable steps to protect your personal information from loss, misuse, unauthorised disclosure, or destruction. We have in place government standards of technology and operational security in order to keep your personal information safe.

For full details of our privacy policy please visit [www.workcoverqld.com.au](http://www.workcoverqld.com.au) or contact us on 1300 362 128.

### Accessing information

As the employer of an injured worker, you are entitled to obtain information that will allow you to manage rehabilitation, and understand your claims costs and review rights.

WorkCover must protect an individual's privacy; personal information that is not directly related to the claim and the above issues, cannot be provided to you. If you have the worker's permission, we will release any relevant documents we hold on file.

The Act prohibits employers from obtaining or attempting to obtain workers' compensation documents for any purpose other than assisting a worker with rehabilitation or to return to work (s572A of the Act). Significant fees apply if an employer contravenes this section.

Injured workers are also entitled to a copy of their claim information (s572 of the Act).

### How we resolve complaints

We take customer complaints seriously and have a clear and consistent process to ensure they are resolved quickly and fairly. We encourage customers to raise their concerns directly with the person they are dealing with (or their direct manager). However, if you are not happy with the immediate response, you can:

- complete our online complaint form [www.workcoverqld.com.au](http://www.workcoverqld.com.au)
- write to the Complaints Advisor at GPO Box 2459, Brisbane Qld 4001
- fax us on 3006 6311, Attention: Complaints Advisor
- email us at [complaints@workcoverqld.com.au](mailto:complaints@workcoverqld.com.au).

Your complaint will be handled by the person who has the authority to deal with it—usually the manager of the business area you are dealing with. If this person is not able to resolve your complaint to your satisfaction, the matter will be escalated to an appropriate member of the management team.

All written complaints are centrally coordinated to ensure they are properly investigated and responded to within agreed timeframes.

We will always identify whether you have an external review option and will refer those issues directly to Q-COMP.

If you disagree with the final outcome of your complaint you can contact the Queensland Ombudsman by visiting their website at [www.ombudsman.qld.gov.au](http://www.ombudsman.qld.gov.au) or phoning them on 1800 068 908.

### How we can help

#### 1300 customer support centre

You can access our regional and metropolitan customer service centre network simply by calling 1300 362 128 from anywhere in Australia for the cost of a local call. The customer support centre is available from 8am to 5.30pm Monday to Friday.

#### Website and online services

Our website [www.workcoverqld.com.au](http://www.workcoverqld.com.au) offers a range of information and online tools.

## Getting in touch

WorkCover Queensland  
GPO Box 2459, Brisbane Qld 4001

Telephone: 1300 362 128

Facsimile: 1300 651 387

[info@workcoverqld.com.au](mailto:info@workcoverqld.com.au)

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