

31 January 2007 – 31 January 2008

Insurance Manual

Department of Employment and Workplace Relations

Nominated Employment Assistance Programmes:

- Personal Accident Insurance
- Non Medicare Medical Expenses Insurance
- Public and Products Liability Insurance

MARSH

Privacy

Marsh applies the National Privacy Principles as set out in the Privacy Act 1988 (as amended), to the way it collects, uses, stores, discloses and destroys personal and sensitive information. Please visit our website on www.marsh.com.au or ask your Marsh contact or the Marsh Privacy Officer for a copy of our Privacy Statement if you do not already have one.

*The Privacy Officer
Marsh Pty Limited
PO Box H176
Australia Square NSW 1215*

*ABN 86 004 651 512
Tel No. 02 8243 7620
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Introduction

This insurance manual has been prepared to provide a brief summary of the policies arranged on behalf of the Department of Employment and Workplace Relations (DEWR) by its insurance broker, Marsh Pty Ltd.

This manual also lists the Marsh Pty Ltd personnel responsible for assisting DEWR and its representative with any query they may have in relation to the policies or conduct of claims. Marsh Pty Ltd personnel are based in Melbourne but can be readily contacted on the numbers detailed on page 2 - Marsh Pty Ltd Directory.

The role of Marsh Pty Ltd

Marsh Pty Ltd is responsible for:

- liaison and placement of insurances with relevant insurers.
- administration of claims made under insurance effected.
- provision of advice to DEWR personnel and providers, training for DEWR State staff on insurance related matters, and attendance at provider forums to answer questions and explain insurance arrangements.

Important notice

This manual is not a substitute for the policies of insurance issued to DEWR. It is the policies and not this manual which define DEWR's rights and obligations vis a vis the Insurers.

No person should rely on the content of this manual as the basis for offering advice on insurances or taking any action pursuant to an insurance policy without obtaining the specific written advice of Marsh Pty Ltd.

The material contained in this manual is in the nature of general comment only and neither purports to be nor is intended to be advice on any particular matter.

Marsh Pty Ltd Directory

The people to contact for general queries and claims are:

Frank Laing

Senior Account Executive

Direct Telephone No.

(03) 9603 2392

E-mail

frank.c.laing@marsh.com

or

Richard Burridge

Assistant Account Executive

Direct Telephone No.

(03) 9603 2198

E-mail

richard.burridge@marsh.com

Address:

Marsh Pty Ltd
555 Lonsdale Street
MELBOURNE VIC 3000

Postal Address:

GPO Box 1229L
MELBOURNE VIC 3001

Switchboard:

(03) 9603 2222

Facsimile:

(03) 9670 8581

Who is covered and what activities and programmes or initiatives are covered?

Who is covered?

Participants who are undertaking course based training, including, one to one training and work experience placements, in respect of nominated Employment Assistance programmes, under the administration of the Department of Employment and Workplace Relations (DEWR).

What activities are covered?

Principally all activities of the Participants which are being funded through the Nominated Employment Assistance programmes under the administration of the Department of Employment and Workplace Relations (DEWR) including any other occupation/activity incidental thereto and including travelling to and from such activities.

What Employment Assistance programmes are covered?

- Work for the Dole including Green Reserve and Community Work participants
- Green Corps – covered under the Public and Products Liability policy only

Public and/or Products Liability

Insurer

Liberty Mutual Insurance Company

Policy No

400430

Period of Insurance

4:00 pm 31 January 2007 to 4:00 pm 31 January 2008

What is covered?

Participants' liability arising out of negligent acts that cause personal injury to third parties or damage to third parties' property.

Note: Personal injury includes:

- bodily injury
- death
- sickness
- shock
- mental anguish
- false arrest
- false imprisonment
- libel
- slander

What is the maximum amount payable?

Public Liability Claims

\$10,000,000 for any one claim arising out of a single occurrence and unlimited in any one policy period.

Property in the physical or legal control of the Insured up to \$100,000

Products Liability Claims

\$10,000,000 for any one claim arising out of a single occurrence and limited to \$10,000,000 in any one policy period. That is to say \$10,000,000 is the maximum the policy will pay in any one year for claims arising out of products sold.

Products Liability

Refers to liabilities arising out of personal injury or property damage caused by any products manufactured/sold.

Is there an excess?

Yes (DEWR will attend to any excess that may become payable)

Where does the policy cover?

Anywhere in the world except USA and Canada.

What are the major exclusions?

The policy will not cover:

- Liabilities arising from occurrences where the participant is in control of:
 - aircraft
 - watercraft in excess of 10 metres

This exclusion does not apply where participants use aircraft or watercraft for normal transport purposes as passengers.

- Liabilities arising from the use of registered motor vehicles
- This exclusion does not apply where participants use registered motor vehicles for normal transport purposes as passengers.
- The policy will not cover participants whilst driving their own or other persons vehicles to, from or during nominated Employment Assistance programmes – or at any other time.

Note: the policy will cover participants when they are using/in control of vehicles that do not require to be registered - not used on public thoroughfares and the like. Such vehicles are likely to be tractors, fork lifts, ride-on mowers etc.

- Liabilities arising from:
 - pollution (unless sudden and accidental)
 - asbestos
 - product recall
 - libel and slander related to advertising, broadcasting or telecasting activities
- Fines, penalties, punitive or exemplary damages
- Sexual and/or Child Molestation
- Welding/cutting work not done in compliance with Australian Standard 1674 “Safety in Welding and Allied Process”

- Liabilities arising from activities involving railway operations
 - Railway operations include:
 - Track Replacement, Track Realignment, Track Maintenance
 - Laying of Track
 - Backfilling site to raise level of Track
 - Rebuilding mound or ground to lay track that rail line sits on
 - Sleeper Replacement, Relaying, Realignment, Repairing
 - Driving of trains
 - Operation or repair or maintenance of railway signals
 - Lifting and Removing track
 - Train and Carriage Restoration
 - Railway operations do not include:
 - Clearing away foliage, vegetation and the like from Tracks and Railway premises
 - Railway building repair and maintenance excluding mechanical and electrical work

Important Note 1

This policy covers participants only

It is important to note that if a participant is injured as a result of an Employment Assistance Provider's negligence whilst participating in work experience, on the job training, or work placement training, the Employment Assistance Provider, (Training Provider, Community Work Coordinator or Sponsor), is not insured under this policy. Arranging that cover remains the responsibility of the Employment Assistance Provider concerned.

Important Note 2

Unusual or Hazardous Activities

The following activities need specific Insurer approval before they are covered under the policy. In some cases cover may still be rejected by insurers and it is therefore important that Employment Assistance programme managers and providers plan ahead and provide Marsh Pty Ltd with sufficient notice of any activities which may need Insurer approval:

- underwater and underground activities
- amusement device operators, Fairgrounds and the like
- driving or in control of hazardous goods carrying vehicles
- demolition of buildings in excess of 2 storeys

- activities involving the use of firearms
- activities involving the use of explosives
- manufacturing of motor vehicles

Should Employment Assistance programme managers and providers become aware of any activities that they consider unusual please contact Marsh Pty Ltd if they are unsure as to whether insurers should be notified.

Important Note 3

DEWR will be willing to consider approving railway related activities put forward by Community Work Coordinators/Sponsors where they undertake to ensure the extension of their own public liability insurance cover to Work for the Dole participants. DEWR will consider such activities on a case-by-case basis and cover any reasonable costs of extra premiums involved. Community Work coordinators must contact their local contract managers before finalising any such proposals for approval.

Personal Accident

Important Notice

1. This is not a Workers Compensation policy. Participants in the programmes or initiatives covered by this policy do not qualify for Workers Compensation.
2. This policy will not pay doctors bills and other medical accounts that are recoverable under Medicare.

This policy does not provide 'gap' coverage.

Any difference between a doctors account and the amount paid by Medicare is not recoverable under this policy. However, where a participant does incur 'gap' expenses application can be made to DEWR for reimbursement of these expenses.

Insurer

QBE Insurance (Australia) Limited

Policy No.

42 A021590 PAD

Period of Insurance

4:00 pm 31 January 2007 to 4:00 pm 31 January 2008

What is covered?

Protection for accidental bodily injury or accidental death sustained whilst participating in a nominated Employment Assistance programme or activity, including travel to and from such activities.

Please note: "Injury" means bodily injury resulting from accident and which is not an illness and which

- (a) occurs during the period of insurance, and
- (b) within 12 months of the injury, results solely and independently of any other cause (such as any pre-existing physical or congenital condition) in the events covered under this policy and
- (c) includes any condition resulting from exposure to the elements whether as a result of injury or not.

What are the Policy Benefits?

Death and Other Benefits up to \$250,000 - refer pages 10 & 11 for varying amounts that can be claimed.

Where a participant does not have a spouse and/or dependent children the Death benefit is reduced to \$100,000

Note: Your Insurers have set a maximum liability for any one event at \$5,000,000 other than whilst in transit (car, plane etc) when the limit is \$2,000,000.

Example: Twenty five participants with dependants are permanently disabled due to, (say) a roof collapse at a Work for the Dole site. The policy benefit for permanent disablement is \$250,000 per participant. 25 times \$250,000 = \$6,250,000. However the insurer's maximum limit of liability for any one event is \$5,000,000, and thus the insurer will only pay the equivalent of \$200,000 per participant (\$5,000,000 divided by 25)

Is there an excess?

No.

Where does the Policy Cover?

Anywhere in Australia.

Policy Benefits

A. Death and Capital Benefit

Principal Sum Payable: \$250,000 per person.

Benefit 1 (Death cover) is limited to \$100,000 for participants without spouse and/or dependents. All other benefits (2 to 16) for participants without spouse and/or dependants are based on the Principal Sum Payable of \$250,000

Injury Resulting in: Payable Condition	Compensation as a percentage of the Capital Sum Insured shown in the Schedule
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Disability not otherwise provided	The percentage the insurer determines as being consistent with the compensation provided in this table but not exceeding 75%
4. Permanent paraplegia	100%
5. Permanent quadriplegia	100%
6. Permanent unsound mind to the extent of legal incapacity	100%
7. Permanent and incurable paralysis of all limbs	100%
8. Permanent total loss of the entire sight of one or both eyes	100%
9. Permanent total loss of hearing in both ears	100%
10. Permanent total loss of the use of both hands	100%
11. Permanent total loss of the use of both arms	100%
12. Permanent total loss of the use of both feet	100%
13. Permanent total loss of the use of both legs	100%
14. Permanent total loss of the use of one hand and one foot	100%
15. Permanent total loss of the use of one hand and one arm	100%
16. Permanent total loss of the lens of one eye	50%
17. Permanent total loss of the hearing in one ear	50%
18. Permanent total loss of the use of one foot or one leg	50%
19. Permanent total loss of the use of four fingers and thumb of either hand	75%
20. Permanent total loss of the use of four fingers of either hand	40%
21. Permanent total loss of the use of the one thumb, both joints	20%
22. Permanent total loss of the use of one thumb, one joint	15%
23. Permanent total loss of the use of a finger, three joints	10%
24. Permanent total loss of the use of a finger, two joints	8%

25. Permanent total loss of the use of a finger, one joint	5%
26. Permanent total loss of the use of all the toes on one foot	15%
27. Permanent total loss of the use of great toe, both joints	5%
28. Permanent total loss of the use of great toe, one joint	3%
29. Permanent total loss of the use of other toe, (each toe)	1%
30. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%
31. Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures (to \$10,000 in total for all teeth)	1%
32. Shortening of leg by at least 5cm	7%

B. Additional Capital Benefits

Broken Bones

Injury resulting in the following broken bones: Payable Condition	Compensation
1. Neck skull or spine	\$2,000
2. Hip	\$1,500
3. Jaw, pelvis, leg ankle or knee	\$ 500
4. Cheekbone or shoulder	\$ 600
5. Arm, elbow or wrist	\$ 200
6. Nose or collarbone	\$ 400
7. Foot or hand	\$ 100
8. In the case of non union of any of the above breaks an additional	\$ 100

Lifestyle Modification

If a participant is paid a capital benefit under any of payable conditions 2, 4, 5, 7, 8, 11, 12, 13 and 16 the insurer will also pay for the cost of necessarily incurred by the participant in modifying:

- (a) their motor vehicle
- (b) their home
- (c) in relocating to a suitable home

up to a maximum of 80% of the cost incurred or \$10,000 whichever is the lower amount

provided that modifications/relocation is undertaken with the insurer's written agreement and the agreement of the participant's attending physician

Other Additional Benefits

- Out of Pocket expenses arising from accidental injury - \$200 per week to a maximum of 52 weeks
- Domestic Home Help - \$200 per week to a maximum of 52 weeks (other than members of participant's own family residing with them). This benefit requires certification from a medical practitioner
- Surviving Spouse Benefit \$5,000
- Dependent Children Benefit \$5,000 to a maximum of \$15,000
- Accidental HIV Infection Benefit \$25,000

What are the major exclusions?

The policy does not cover injury or death arising from:

- war;
- engaging in any aerial activity except as a passenger in any properly licensed aircraft;
- suicide or intentional self-injury;
- racing of any kind other than on foot or professional sport;
- exposure to nuclear radiation;
- underwater or underground activities (unless prior approval of the insurer is obtained).
- sexually transmitted disease or A.I.D.S. or H.I.V.

Medical expenses not covered by Medicare

Policy No

42 A021590 PAD

Period of Insurance

4:00 pm 31 January 2007 to 4:00 pm 31 January 2008

What is covered?

Reimbursement for costs incurred within twenty four (24) months of the participant sustaining accidental bodily injury for medical expenses and treatment necessarily incurred following an accident, that cannot be recovered from Medicare, such as:

- Dental treatment required following facial injury, ambulance service, operating theatre fees in a private hospital, bed/room charges in a private hospital, chiropractor, physiotherapist, osteopath, naturopath, masseur and the like.

Note 1:

A private hospital is to be used only where a public hospital is not available, for example, rural areas or remote locations.

What is not covered?

Costs that can be claimed against Medicare. For example, medical bills from doctors, surgeons, anaesthetists, pathologists and the like

Note 2:

Participants are advised that they should submit these bills to Medicare for reimbursement. For reimbursement of the gap expenses between Medicare and the actual fee paid for the treatment, participants should contact DEWR's local contract managers.

What is the sum insured?

\$20,000 maximum per participant per claim.

Is there an excess?

No.

What are the major exclusions?

- Sickness
- Illness
- General check-ups
- war;
- engaging in any aerial activity except as a passenger in any properly licensed aircraft;
- suicide or intentional self-injury;
- racing of any kind other than on foot, or professional sport;
- exposure to nuclear radiation;
- underwater or underground activities (referral to and prior approval by insurers is required)
- sexually transmitted disease or A.I.D.S. or H.I.V.

Claims Procedure

What to do in the event of a claim

1. Follow the basic step by step procedure detailed on page 17.
2. Complete a Personal Accident or Public Liability Claim Form as appropriate:

Claim Forms are included in this manual on pages 17 and 18. Photocopy these when required.
3. Immediately forward any correspondence received from third parties to Marsh Pty Ltd.

Who to contact in the event of a claim

Forward all documentation to:

Marsh Pty Ltd
GPO Box 1229L
MELBOURNE VIC 3001

For policy interpretation and any difficulties or queries you may have contact:

Frank Laing

or

Richard Burridge

Telephone: (03) 9603 2198
Facsimile: (03) 9670 8581

Instructions for completing the Public Liability Claim Form

1. **Never admit Liability**
Under no circumstances must any person make any statement implying fault or accepting responsibility.
2. **Be Sympathetic**
Always be sympathetic to the injured person and understanding of the circumstances
3. **Be Specific**
Remember! The report you write will be forwarded to your Insurer for assessment and evaluation purposes and may be admitted as evidence in Court. Be specific and comprehensive in your detail.

Provide Full Details

Detail (no matter how trivial it may seem at the time), is the most essential component of your report. In most instances, if the claim ever reaches the courtroom stage, it may be some 2-3 years down the track. Nobody will then remember the specifics unless you write them down at the time of the report. The following list of questions should be considered whilst compiling an incident report.

For example:

- Approximately how old is/was the claimant?
- Were they running or walking at the time?
- Were there any witnesses and, if so, what are their names, what is their relationship to the claimant, and did you interview them?

Note: It is preferable at all times to take a statement from a witness, eg:

- Did they hurt their left or their right foot?
- Did you notice any visible damage to clothing or property?

Instructions as to what to do in the event a Participant or other Third Party is injured

Provide assistance to Participant/Third Party and notify emergency services, if appropriate

PERSON IS A PARTICIPANT

1. Advise Participant to claim through Medicare (if possible, they should be referred to a Bulk Billing Doctor to limit their out of pocket expenses) to recover expenses and also advise Participant that they are not eligible for Workers' Compensation benefits.
2. Complete Personal Accident form and forward to Marsh Pty Ltd with supporting account details.
3. If Participant requires hospital treatment, contact Marsh Pty Ltd for clarification on the cover applicable.
4. Where there are non-medicare medical expenses incurred eg, physiotherapy, dental and the like, Employment Assistance Provider to forward accounts directly to Marsh Pty Ltd.

PERSON IS A MEMBER OF THE GENERAL PUBLIC

1. Do not admit fault or liability or causing the loss or injury
2. Complete Public Liability form and forward to Marsh Pty Ltd.
3. If contacted by a Third Party, the Third Party's Doctor or Hospital etc requesting information as to the payment of the claim, advice to be given as follows:
 1. Advise them that the incident has been reported to insurers for their consideration and any queries should be directed to Marsh Pty Ltd.
 2. Following telephone call, notify Marsh Pty Ltd of details.

**PERSONAL ACCIDENT/NON MEDICARE EXPENSES
CLAIM FORM/INCIDENT REPORT**

(Where a claim is made for permanent or partial disablement the insurers claim form may be required to be completed)

Name of injured participant		Date of Birth / /
Address of injured participant		Telephone Number
Please advise the programme being undertaken <input type="checkbox"/> Work for the Dole <input type="checkbox"/> Green Reserve <input type="checkbox"/> Community Work Placements		
How did the accident happen?		
Was assistance given? -- if so by whom?		
Was an ambulance called? <input type="checkbox"/> Yes <input type="checkbox"/> No		
What were the injuries?		
Date of accident	Time	
Where did the accident occur?		
Name, address, and telephone number of Medical Practitioner attending the participant:		
Has the participant previously suffered from this type (or similar) injury? YES/NO If yes please provide details		
Provide details of any witnesses		
Name and address of Sponsor		
Name and Address of CWC		
Contact Person administering this claim at Sponsor/CWC	Telephone	e-mail
DECLARATION		
All the information that I/We have given in this Claim Form/Incident Report is true and complete		
Signature of participant _____		Date ____ / ____ / ____
Signature of Sponsor _____		Date ____ / ____ / ____

**PUBLIC AND PRODUCTS LIABILITY
CLAIM FORM/INCIDENT REPORT**
(This form is to be used when a third party alleges a participant has been negligent
and has caused injury or property damage)

YOU ARE REMINDED THAT IN NO CIRCUMSTANCES SHOULD YOU ADMIT ANY LIABILITY OR ENTER INTO ANY CORRESPONDENCE IN CONNECTION WITH ANY INCIDENT WHICH MAY RESULT IN A CLAIM UNDER YOUR POLICY		
Name of participant involved in the incident		
Address of participant involved in the incident		Telephone Number
Please advise the programme being undertaken <input type="checkbox"/> Work for the Dole <input type="checkbox"/> Green Reserve <input type="checkbox"/> Community Work Placements		
Describe what happened		
Were there any injuries? – if so please describe		
Was there any property damage? – if so please describe		
Were there any witnesses? – if so please detail names, addresses and telephone numbers		
Date of accident		Time
Where did the incident occur?		
Name and address of Sponsor		
Name and Address of CWC		
Contact Person administering this claim at Sponsor/CWC	Telephone	e-mail
DECLARATION		
All the information that I/We have given in this Claim Form/Incident Report is true and complete		
Signature of participant _____		Date ____/____/____
Signature of Sponsor _____		Date ____/____/____

Privacy Statement

Marsh is committed to protecting the privacy of your personal information.

National Privacy Principles

From 21 December 2001, we have applied the Australian National Privacy Principles set out in the *Privacy Act 1988* to the way we collect, use, store, disclose and destroy your personal and sensitive information.

What is personal information?

This is information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details.

What is sensitive information?

This is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

How is Employee information affected?

Employee records are currently exempt from the privacy principles, but we nonetheless afford appropriate levels of confidentiality to this information.

Why do we collect personal and sensitive information?

We may directly or indirectly collect this information to enable us to provide our clients with financial services or products including arranging insurance or reinsurance and managing insurance claims or other risks.

What we do with the personal and sensitive information we collect?

Unless you tell us not to, we may disclose this information to other organisations where we believe it is necessary to assist us and them in providing their services. Recipients will typically be insurers, reinsurers, other insurance intermediaries, employers, health workers, investigators, lawyers, loss adjusters and our related companies – both in Australia and overseas. These organisations in turn may need to disclose the information to other such third parties, but we limit their use and disclosure to the purpose or purposes for which we supplied it (unless you or we consent).

We also use the information for administrative purposes such as processing applications for insurance. We may also use your information to let you know about our range of products and services unless you advise otherwise.

We may sometimes be required by law, such as under legislation or by court order, to disclose some of your personal information.

If you do not provide the required information, it may not be possible to provide appropriate products or services to you.

We take reasonable steps to ensure that whenever we collect, use or disclose personal information it is accurate, complete, and up-to-date.

What you are required to do

If you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this document). If it is sensitive information we rely on you to have obtained their consent to the above. If you have not done these things, you must tell us before you provide the relevant information.

If we give you personal information, you and your representatives must only use it for the agreed purposes.

Where relevant, you must meet the requirements of the National Privacy Principles when you collect, use and handle personal information on our behalf.

You must also ensure that your agents, employees, and contractors meet all of these requirements.

Security of your personal information

We may store your personal information electronically or in hard copy. We endeavour to protect it from misuse and loss, and from unauthorised access, modification, and disclosure.

How you can contact us

Send an e-mail to our Privacy Officer at 'privacy.australia@marsh.com' if you would like to:

- find out more about the way we manage personal information
- access your personal information held by Marsh
- provide details for Marsh to correct or update your personal information we hold
- complain about a breach of privacy by Marsh
- discontinue receiving information about our products or services; or advise us not to disclose your personal information to other organisations (including our own related companies)

MARSH

Marsh Pty Ltd
555 Lonsdale Street
Melbourne VIC 3000

If this communication contains personal information we expect you to treat that information in accordance with the Australian Privacy Act 1988 (Cth) or equivalent. You must advise us if you cannot comply.