

# WorkCover

QUEENSLAND



Accident insurance  
Policy guide

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# About your accident insurance policy

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*Holding an accident insurance policy means that your business is covered against the costs of work-related injuries as set out in Queensland's workers' compensation legislation. Read this guide carefully to understand what is covered by your policy.*

Your policy is subject to the provisions of the [Workers' Compensation and Rehabilitation Act 2003](#) (the Act) and the [Workers' Compensation and Rehabilitation Regulation 2014](#) (the Regulation).

## Conditions of policy

### Obligation to insure

Accident insurance is compulsory if you employ workers in Queensland. If you are uninsured or under-insured (because you have not accurately declared your wages), you may be liable to pay penalties and WorkCover is entitled to recover from you the unpaid premium.

Injured workers are still eligible for compensation if their employer is uninsured. If we are required to pay a claim when you are uninsured or under-insured, in addition to the amounts mentioned above, we can recover from you the amount we have paid out on the claim plus a further penalty.

### 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

WorkCover must set the premium payable under a policy (s54 of the Act). We calculate your premium by multiplying your wages by your premium rate. The method used to calculate your premium rate depends on the time you have held your policy and the amount of wages you declare.

If you have just started employing within the last 18 months, the premium rate you pay is the industry rate that most closely describes your business. Industry rates are set each year in the [Queensland Government Gazette](#).

If you pay more than \$1.5 million in wages, and you have held your policy for 18 months or more, we apply an experience-based rating (EBR) formula to calculate your premium rate. The EBR model uses your individual wage

and claims costs and the overall claims costs of your industry to calculate the amount of premium you pay.

If you pay \$1.5 million or less in wages, we apply a simplified premium model that uses a claims performance rating system. Your policy rating determines the percentage of the industry rate you pay (between 80–120%). Variance in this percentage is capped at 10% each year.

Each year in July, we'll ask you to declare the actual wages you paid to workers in the past financial year, and your estimated wages for the current financial year. After you have declared, your premium is then adjusted for the prior year based on the difference between your estimated wages and actual wages.

We'll send you an annual Premium Notice, including the amount of premium you need to pay.

### Renewing your policy

We will contact you in early July each year asking you to declare your wages. You can do this quickly and easily [online](#), or by calling us on 1300 362 128.

We must receive your wages information by 31 August. If you do not pay your premium by 30 September, you will be deemed uninsured and a fee will apply to reactivate your policy.

### Apprentice discount

During the wage declaration process, you will be prompted to declare your apprentice wages. We will deduct these wages from your premium calculation, which will result in a cheaper premium.

To be considered an apprentice for workers' compensation purposes, the worker must sign a training contract with their employer to undertake an apprenticeship declared under the [Further Education and](#)

[Training Act 2014](#). This discount does not apply to trainees.

### **Early payment discount\***

To take advantage of our 5% premium discount offer, you must declare your wages by 31 August and pay your full premium by 16 September. This doesn't apply for premiums of \$200.

### **Flexible payment options\***

We also offer interest-free monthly payment plans, allowing you to spread your payment over more time. You can do this if you declare your wages by 31 August each year.

\*Conditions apply to these payment options; your premium notice will state any options available to you along with the accepted payment methods.

### **Cancelling your policy**

If you no longer employ workers in Queensland, you need to cancel your policy via our online service, [WorkCover Connect](#), or by calling us on 1300 362 128.

To cancel your policy, you'll need this information:

- the date you last employed a worker
- the amount of wages you paid in the last financial year you were employing (gross including superannuation).

You can pay any outstanding premium owing after the cancellation and you will have access to WorkCover Connect for 90 days from when you cancel your policy.

Your policy does not automatically lapse if you do not renew it. If we do not receive your wages declaration at policy renewal time, we will make an increased estimation of your wages and send you a premium notice for payment.

## **Your responsibilities**

### **Records to be kept of wages**

You must keep a record of documents (such as a record of wages) under s147 of the Regulation, and allow WorkCover to inspect them (s532D of the Act). We can also audit wages or contracts (s577 of the Act).

### **Change of business or industry**

You need to let us know 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).

### **Provide rehabilitation**

You must provide your worker with rehabilitation in the workplace in the event of a claim, to support them in getting better and back to work safely and as early as possible (s229 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 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 (10-1,000 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 include:

- physical injuries – cuts, lacerations, burns, penetrating wounds, broken bones or fractures
- psychological and psychiatric injuries – depression, anxiety, post-traumatic stress disorder
- diseases – industrial deafness, Q-fever, work-related respiratory diseases, such as asbestosis, silicosis, and others
- aggravated injury or ongoing symptoms
- critical injuries or work-related fatalities.

Injuries are not limited to those in the workplace (s34 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 in the Act (s130).

## Statutory claim costs covered

Your policy covers you for the costs associated with a workers’ compensation claim (chapter 3 of the Act). A

‘statutory’ claim is when a worker is compensated for a work-related injury with payments and benefits prescribed in 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 (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 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 if WorkCover considers the treatment to be reasonable and/or the rehabilitation to be necessary and reasonable (chapter 4, part 2 and 3 of the Act). 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 (chapter 4, part 2 of the Act) 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 the Act (chapter 3, part 11).

## When compensation for an injury ends

A 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

A worker may choose to seek damages for their injury through a common law claim. Your policy covers you for the cost of a common law claim. Workers must meet certain criteria before they are entitled to seek damages and they need to establish some liability on the part of the employer (chapter 5 of the Act).

Common law costs (damages) can include payments for:

- pain and suffering
- past and future wages or economic loss
- past and future medical costs
- legal costs.

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

#### Limitations of common law coverage

Your policy does not cover:

- any liability to pay damages for loss of consortium resulting from an injury sustained by an injured worker (s10 of the Act)
- 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)
- any liability for punitive or exemplary damages that are claimed against you
- any claims outside of the scope of the Act.

## Compensation—two or more employers

If a worker has multiple employers, the one responsible for the claim costs will be the employer 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 (s100 of the Regulation).

## Interstate or overseas coverage

If you employ workers who work interstate or overseas, contact us to discuss your cover as your policy may, or may not, provide coverage for a worker who sustains an injury while working interstate or overseas. Cover is determined based on the worker’s State of Connection (Interstate – s113) or their Principal Place of Employment (Overseas – s115 of the Act). The State of Connection and Principal Place of Employment generally must be Queensland and we can help work that out for you. You should also consider your insurance obligations for 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 ([worksafe.qld.gov.au](https://worksafe.qld.gov.au)), over the phone (1300 362 128), by fax (1300 651 387), or through their doctor
- 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) (s144 and 66 of the Act)
- you must also help with, or provide rehabilitation for, a worker while they are



receiving compensation payments (s229 of the Act).

If more information is needed to make a decision, we may 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. So we can 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

### 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 calculated as the lesser of:

- 100% of Queensland full-time adult's ordinary time earnings (QOTE) or
- the worker's weekly compensation (in most cases this is 100% of the award or 85% of normal weekly earnings, whichever is the greater).

## 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 5, Division 1 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 the Regulator. More information can be found at [worksafe.qld.gov.au](http://worksafe.qld.gov.au).

## Review and appeal rights

You, or the worker, have the right to apply for a review if you are aggrieved by our decision, or our failure to make a decision (s541 of the Act). 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 the Regulator. If you are not satisfied with the Regulator's review decision, you may have the right to appeal to the Industrial Court or the Industrial Relations Commission.

## Common law claim procedures and conditions

### When a worker makes a common law claim

If a worker makes a common law claim, we'll 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 and necessary throughout the litigation process.

## Your privacy

We must collect some personal information so we can provide our workers' compensation services. Personal information is information or an opinion we hold about you (including that which forms part of a database) that can identify you.

As a policyholder, the personal information we hold may include your name, date of birth, occupation, driver's license number or other identifying numbers, and contact details including current and previous addresses, telephone/mobile phone numbers, 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 to which an agency must adhere.

We may be required to collect from, use, or disclose information to various government agencies (e.g. the 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.

We take 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 [worksafe.qld.gov.au](http://worksafe.qld.gov.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.

We 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.

Employers are prohibited 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.

Workers with an injury 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 (or their direct manager). However, if you are not happy with the immediate response, you can:

- complete our online complaint form at [worksafe.qld.gov.au](http://worksafe.qld.gov.au)
- write to the Complaints Advisor at GPO Box 2459, Brisbane Qld 4001
- fax us on 1300 651 387, 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 the Regulator.

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

## How we can help

### 1300 customer support centre

You can call us on 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 [worksafe.qld.gov.au](http://worksafe.qld.gov.au) offers a range of information and online tools.

## 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 s15 of the Regulation.

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

**IP Act** means the *Information Privacy Act 2009*.

**Normal weekly earnings (NWE)** is defined in s106 of the Act and Part 4, Division 1 of the Regulation.

**Period of insurance** means the period specified in your policy, Certificate of Currency or 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.

**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 the Regulator.

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

**The Regulation** means the *Workers' Compensation and Rehabilitation Regulation 2014*.

**The Regulator** refers to the Workers' Compensation Regulator who is responsible for regulating the Queensland workers' compensation scheme.

**They** means the worker with an injury.

**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.

## Contact us

WorkCover Queensland

GPO Box 2459, Brisbane Queensland 4001

Phone: 1300 362 128

Fax: 1300 651 387

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

[worksafe.qld.gov.au](http://worksafe.qld.gov.au)