



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

FOI Reference: CMTEDDFOI 2023-118

Information to be published	Status
1. Access application	Published
2. Decision notice	Published
3. Documents and schedule	Published
4. Additional information identified	No
5. Fees	N/A
6. Processing time (in working days)	20
7. Decision made by Ombudsman	N/A
8. Additional information identified by Ombudsman	N/A
9. Decision made by ACAT	N/A
10. Additional information identified by ACAT	N/A



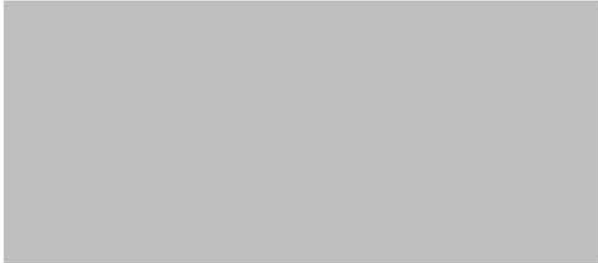
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FREEDOM OF INFORMATION REQUEST SCHEDULE

WHAT ARE THE PARAMETERS OF THE REQUEST	Reference NO.
Information in relation to the Group Personal Accident Policy covering Volunteers. Specifically: <ul style="list-style-type: none">• A copy of the endorsement to the above policy, such endorsement covering volunteers up to the age of 90 years.• The date that endorsement came into effect: and• The date that endorsement was inserted into the policy.	CMTEDDFOI 2023-118

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1-8	Placing schedule for the volunteer group personal accident policy	2022-2023	Partial	Sch 2 s2.2 (a)(xiii)	Yes
Total No of Docs						
1						



FREEDOM OF INFORMATION REQUEST

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 29 March 2023 in which you sought access to information relating to the '*Group Personal Accident Policy covering Volunteers*', specifically seeking access to:

1. *A copy of the endorsement to the above policy, such endorsement covering volunteers up to the age of 90 years.*
2. *The date that endorsement came into effect: and*
3. *The date that endorsement was inserted into the policy.*

Authority

I am an Information Officer appointed by the Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

Timeframes

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application by 1 May 2023.

Decision on access

Searches were completed for relevant information maintained by CMTEDD, identifying one document within scope of your request. This document satisfies point one of your request.

Additionally, the business area advised this endorsement first came into effect at the commencement of the 2007-08 policy period and was inserted into the policy documentation from that time. This information satisfies points two and three of your request.

I have decided to grant **partial access** to the available information and the relevant document has been released to you as **Attachment A**.

In accordance with section 54(2) of the Act a statement of reasons outlining my decisions is below.

Statement of Reasons

As a decision maker, I am required to determine whether the information within scope is in the public interest to release. To make this decision, I am required to:

- assess whether the information would be contrary to public interest to disclose as per Schedule 1 of the Act
- perform the public interest test as set out in section 17 of the Act by balancing the factors favouring disclosure and factors favouring non-disclosure in Schedule 2

The public interest information under schedule 2 of the Act

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interest lies. As part of this process, I must consider factors favouring disclosure and non-disclosure.

Taking into consideration the information found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within these documents is within the 'public interest'.

Factors favouring disclosure in the public interest:

(a) disclosure of the information could reasonably be expected to do any of the following:

- (i) promote open discussion of public affairs and enhance the government's accountability.*
- (ii) contribute to positive and informed debate on important issues or matters of public interest.*
- (iii) inform the community of the government's operations, including policies, guidelines and codes of conduct followed by the government in its dealing with members of the community.*

Having considered the factors identified as relevant in this matter, I consider that release of the information contained in these documents may contribute to the administration of justice generally and assist in informing the community of the government's operations and responses in dealing with members of the community. I am satisfied that these factors favouring disclosure carry some weight. However, these factors are to be balanced against the factors favouring nondisclosure.

Factors favouring nondisclosure in the public interest:

(a) disclosure of the information could reasonably be expected to do any of the following:

- (xiii) prejudice the competitive commercial activities of an agency.*

I have considered the impact of disclosing information which relates to an agency's ability to obtain value for money. I have redacted the Territory's premium for the policy in question as it is considered commercially sensitive. It is not appropriate that it be released, nor is it in the interest of the public for the cost of this policy to be made publicly available, as it may impact on the Territory's ability to secure a value for money policy in the future.

Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest to release will ensure that the intent

of the Act is met and will provide you with access to the majority of the information held by CMTEDD within the scope of your request.

Charges

Processing charges are not applicable for this request because the number of pages released to you is below the charging threshold of 50.

Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log. Your original access application and my decision will be published on the CMTEDD disclosure log. Your personal contact details will not be published. You may view CMTEDD disclosure log at

<https://www.cmtedd.act.gov.au/functions/foi/disclosure-log-2023>

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in CMTEDD disclosure log, or a longer period allowed by the Ombudsman.

We recommend using this form [Applying for an Ombudsman Review](#) to ensure you provide all of the required information. Alternatively, you may write to the Ombudsman:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601

Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request please contact me by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely,



Emma Hotham
Information Officer
Chief Minister, Treasury and Economic Development Directorate
1 May 2023

PLACING SCHEDULE

Attaching to and forming part of Policy No: 0016468

The Schedule and Policy wording are to be read together as one contract.

Class of Insurance: Group Personal Accident Insurance Policy

Insured: The Body Politic of the Australian Capital Territory being the body politic established under the Australian Capital Territory (Self-Government) Act 1998 (Commonwealth) and/or its/their subsidiary and/or related corporations, as defined in the Corporations Law (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.

Business: Principally,
Government
and any other occupation incidental thereto.

Period of Insurance:

- (a) From: 4.00 p.m. on 30 June, 2022
To: 4.00 p.m. on 30 June, 2023
Local standard time.
- (b) Any subsequent period for which the Insured has requested and the Insurer has accepted renewal.

Scope of Cover

Category / Description: The Insured Persons for the events specified happening as a result of Injury or Illness on a full time 24 hours per day, 365 days per year

Insured Persons / Categories:

- A** Volunteers, Directors and other citizens in the service of the ACT Government who are not employees or contractors to the Territory - Aged 16 to 60 years
- B** Volunteers, Directors and other citizens in the service of the ACT Government who are not employees or contractors to the Territory - Aged 8 to 15 years or 71 to 90 years
- C** Volunteers, Directors and other citizens in the service of the ACT Government who are not employees or contractors to the Territory - Aged 61 - 65 years

- D** Volunteers, Directors and other citizens in the service of the ACT Government who are not employees or contractors to the Territory - Aged 66 - 70 years

Aggregate Limits of Liability:

- (a) All claims (except those referred to under (b) below) \$4,000,000
- (b) All claims relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over established routes \$1,000,000

Category	Capital Benefits	Weekly Benefits - Injury	Weekly Benefits - Illness	Weekly Benefits Period	Percentage of Pre-Disability Earnings (Injury)	Percentage of Pre-Disability Earnings (Illness)	Age Limit
A	\$200,000	\$2,000 per week (limited to 85% of normal salary)	Nil	104			60
B	\$10,000 Death and \$200,000 for Capital Benefits	\$2,000 per week over 71 years only	Nil	26			90
C	\$200,000	\$2,000 per week (limited to 85% of normal salary)	Nil	52			65
D	\$10,000 Death and \$200,000 Capital Benefits	\$2,000 per week (limited to 85% of normal salary)	Nil	26			70

Endorsement Limit Variation:	Name of Endorsement	Amount
	Expenses reasonably incurred due to the Accident, but excluding those Expenses recoverable from Medicare, or the injured individual own personal insurances and excluding the GAP costs as compulsorily to the Insured's costs (any one injury/any one insured person	\$10,000

Excess Period:

Excess period means the number of days following the Date of Disablement for which no benefits are payable as specified in the Placing Schedule. Specify which benefit this applies to if different for injury or illness or if there is sporting injury or other excess.

	Number of Days
Weekly Benefit	7 days
Non Medicare Benefit	\$50 for any one injury

General Condition Clauses

General Condition Clauses	Insurer Agreement
Difference in Conditions/Difference in Limits Clause Applies Previous Policy Details	Not insured
Takeover Provision Clause Applies	Not insured

Extension Limits

Additional Benefit	Recommended Limits (subject to insurer change/acceptance)
Part 1. Section A	
Broken Bones	\$5,000
Overseas Surgical Procedures (Injury)	\$20,000
Loss of Teeth or Dental Procedures	\$300 per tooth maximum \$2,000
Part 1. Section C	
Overseas Surgical Procedures (Illness)	\$20,000
Part 4. Additional Benefits	
Accidental H.I.V Infection	\$50,000
Accommodation and Transport Expenses	\$10,000
Advanced Payments	12 weeks
Aggravated Assault, Carjacking or Unprovoked Assault	
1. Injury lump sum	\$5,000
2. Carjacking – Vehicle Excess and Hire	\$2,500
3. Additional Identity Theft	\$25,000 annual aggregate per person

Between Jobs Cover	0
Cancer	\$0
Chauffeur Services	\$4,000
Childcare	\$5,000
Coma	\$750 per week, maximum 20 weeks
Concussion	\$2,500 per person \$5,000 per person, any one Period of Insurance
Corporate Events	0
Corporate Image Protection	0
Disappearance Capital Benefit	Capital Benefit Sum Insured as applicable
Domestic Help	\$500 per week, maximum 26 weeks
Education Fund Supplement	\$10,000 per child, maximum \$30,000 per family
Escalation of Claim	5% compounded per annum
Executor Emergency Cash Advance	\$25,000
Funeral Expenses	\$20,000
Home Care	\$10,000
Independent Financial Advice	\$10,000
Infectious Diseases	0
Lifestyle Modification	\$25,000
Orphan	\$10,000 per child, maximum \$30,000 per family
Out of Pocket Expenses	\$0
Overseas Bed Care	0
Premature Birth/Miscarriage	\$5,000
Reconstructive or Cosmetic Surgery	10% of Injury Capital Benefit to a maximum of \$20,000
Rehabilitation	\$30,000
Replacement Staff Recruitment Expenses	\$15,000
Rescue	\$25,000 per person \$100,000 annual aggregate limit
Spouse/Partner and Dependent Child/ren Capital	
Surviving Spouse/Partner	\$0
Dependent children	\$10
Spouse/Partner Retraining	\$0
Student Tutorial Expenses	\$500 per week, maximum 26 weeks
Terrorism Injury	\$20,000 per person \$200,000 any one event during any one Period of Insurance

Trauma Injury	\$5,000 per person
Tuition	\$10,000
Unexpired Membership	\$3,500
Visitors	\$0
Work Experience	\$0

Insured Persons Details: As per schedule

Claims Administrator: Insurer

Policy Form: **MMA GROUP PA v4**

Endorsements: Endorsements, if applicable, are as specified herein.

Insurer: This policy is issued by Accident and Health International Underwriting Pty Limited, ABN 26 053 335 952, AFSL 238261, under the authority provided by and on behalf of the insurer, Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFSL 246548

Premium: Sch 2.2(a)(xiii)

Participation: 100%

Endorsements

This Policy is amended by the following Endorsements, subject to the terms, conditions and exclusions of the Policy except to the extent that the Policy is expressly or necessarily amended by the Endorsements.

If any ambiguity exists between any of the Policy wording, the following Endorsements and the Insurance Contracts Act 1984 (as amended), the interpretation most beneficial to the Insured will prevail.

DOMESTIC HOME HELP

If an insured person not in receipt of pre-disability earnings suffers disablement in respect of which compensation would have been payable under Part 1 - Section B except that the insured person is not in receipt of any pre-disability earnings, we will pay the cost of hiring domestic help and child-minding services reasonably and necessarily incurred by the insured person, PROVIDED THAT

- (a) the childminding services and domestic help are carried out by persons other than members of the insured person's family or other relatives or persons permanently living with the insured person; and
- (b) the childminding services and domestic help are certified by a duly qualified medical practitioner as being necessary for the recovery of the insured person; and
- (c) the insurer's liability for this additional benefit is limited to the amount shown in the Placing Schedule per week for an aggregate period not exceeding 52 weeks.

CANCELLATION

The following clause is added to the policy:

- (a) This policy may be cancelled by you at any time by giving us written notice, in which case we shall retain a pro rata proportion of the premium for the time the policy has been in force.
- (b) We may cancel this policy or any section for any of the reasons set forth in Section 60 of the Insurance Contracts Act (Cth) 1984 by serving on you sixty (60) days' notice in writing in accordance with Section 59 of that Act. We shall retain a pro rata proportion of the premium for the time the policy has been in force.



Endorsement attaching to and forming part of the **MMA - GPA v4** Policy Wording for policies with inception dates of 1st October 2021 onwards.

The following **Definitions** of this Policy shall read as follows and not as otherwise stated in the Policy:

We / Our / Us means Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFS Licence No. 246548 (TMNF), Level 3, 1 Chifley Square, Sydney, New South Wales, 2000, Australia a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

“Pre-existing Condition” any medical condition for which an Insured Person has received treatment or prescribed medication from a Medical Practitioner in the twelve (12) months before an Insured Person’s first Effective Date of Individual Insurance.

Endorsements changes applying to this Policy;

Age Limitation

Notwithstanding anything contained in this Policy We will not pay for any claim under this Policy if the Insured Person is over eighty (80) years of age. This will not prejudice any entitlement which has arisen before an Insured Person attains the age of eighty (80) years. This Age Limitation shall not apply if a further Endorsement is added to change this Age Limitation.

PART 1, Section A - Capital Benefits, Capital Benefits – Conditions “b.” is deleted and replace with the following Condition;

- b. Compensation shall not be payable for more than one of the Capital Benefits under this Policy in respect of the same Injury. If two (2) or more Capital Benefits have occurred from the same Injury then only the Capital Benefit with the highest Compensation will be payable.

PART 1, Section A - Capital Benefits Capital Benefits - Additional Capital Benefits - Overseas Surgical Procedures (Injury) Additional Capital Benefits is deleted in its entirety and there is not cover provided under this Policy for that benefit.

The following condition limitation applies **PART 1 – Section A - Capital Benefits, Compensation Table – Capital Benefits**, Payable condition No. 25 – “Loss of at least 30% off all sound and natural Teeth, including capped or crowned Teeth – 1% to a maximum of \$2,500 in total” and **Additional Capital Benefits – Loss of Teeth or Dental Procedures Additional Capital Benefits** where only the highest amount shall be payable in the event of a claim under either of these benefits and the benefits do not accumulate together.

The following **Weekly Benefit – Injury Conditions “g.”** is deleted in its entirety and there is no cover under this Policy for this Condition as stated below;

- g. If the Insured Person is certified fit by a Medical Practitioner to carry out all the normal duties of their usual occupation, business or profession but is unable to do so due to the availability of suitable or modified duties, as confirmed by the Policyholder, We agree to continue payment of weekly benefits for a maximum period of thirty (30) days whilst suitable or modified duties are arranged.

The **Weekly Benefit – Injury Conditions “g.”** is replaced with the following;

- g. No cover is provided for any period where the Insured Person is receiving or is entitled to receive sick leave payments.

PART 1, Section C – Weekly Benefits – Illness is deleted in its entirety and there is not cover under this Policy for that Section and Benefits.

The following Exclusions are added to **PART 2, Exclusions – Things that are not covered by any part of this Policy:**

We will not pay for any claim under any section of the Policy if the claim arises directly or indirectly :

10. arising out of, contributed to, or caused by, or resulting from or in connection with any act of Nuclear, Biological or Chemical Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
11. from the Insured Person being under the influence of intoxicating liquor or any other drug unless it was prescribed by a Medical Practitioner and taken in accordance with the Medical Practitioner’s advice.
12. results from the Insured Person engaging in or taking part in any naval, military or air force service or operations.
13. arising from racing and/or time trials of any form, other than on foot.
14. any Pre-existing Condition.

The following **PART 3 – General Conditions** are deleted in their entirety and there is not cover provided under this Policy for those conditions, which are;

1. Difference in Conditions/Difference in Limits
4. Takeover Provisions

The following **PART 4 – Additional Benefits** are deleted in their entirety and there is not cover provided under this Policy for those benefits, which are;

Between Jobs Cover
Cancer Benefit
Corporate Events
Infectious Disease Benefit
Out of Pocket Expenses
Overseas Bed Care Benefit Rescue benefit
Spouse/Partner and Dependent Child/ren Benefit
Visitors Benefit
Work Experience Benefit



The following **PART 4 – Additional Benefits for Non-Medicare Medical Expenses** is added to this Policy.

Non-Medicare Medical Expenses

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury and as a direct result of this Injury incurs Non-Medicare Medical Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is 85% of expenses incurred up to a total of \$1,000 and We will not be liable for the first fifty (\$50) dollars of each and every claim.

The Compensation is subject to any Benefit Limits applicable to this Benefit.

Conditions

No specific conditions apply to this Benefit, only **PART 3 - General Conditions**.

Exclusions

No specific exclusions apply to this Benefit, only **PART 2 - Exclusions – Things that are not covered by any part of this Policy**.

The following **Definition** applies to the above **Non-Medicare Medical Expenses** benefit.

Non-Medicare Medical Expenses means expenses certified as necessary by a Medical Practitioner, incurred by the Insured Person up to three hundred and sixty-five (365) consecutive days from the date of the Injury, provided the expenses:

1. are for private hospital fees (including accommodation), prescription medicines, dental services, ambulance or emergency transport services, orthotists services prescribed by a surgeon, or services provided by an allied health care provider after referral by the treating Medical Practitioner;
2. are incurred as a direct result of an Injury covered by this Policy which occurs while the Insured Person is:
 - a) acting as a volunteer without payment, providing services to an educational, religious, charitable or benevolent organisation; or
 - b) acting as an official without payment at, or otherwise assisting in, the conduct of a volunteer activity for an educational, religious, charitable or benevolent organisation; or
 - c) acting in his or her capacity, without payment, as an elected or appointed official of an educational, religious, charitable or benevolent organisation; or
 - d) engaged in a sporting activity (in the capacity of a participant, adjudicator, judge, referee or umpire in a similar capacity); or
 - e) acting as an official at, or otherwise assisting in the conduct of, a sporting activity; or
 - f) acting in his or her capacity as an elected or appointed official of a sporting organisation; or
 - g) is travelling to or from any of the activities listed above.
3. are incurred during the period that the Insured Person is certified by a Medical Practitioner as suffering Temporary Partial or Temporary Total Disablement.
4. do not include expenses;
 - a) payable in respect of the Medicare Gap;
 - b) that are not incurred as a direct result of the Injury or are not certified as necessary by a Medical Practitioner in the recovery from the Injury;
 - c) for the prevention of future Injury(ies);
 - d) recoverable from any private health insurance fund, ambulance service or from any other source; and
 - e) that We are prohibited from paying by either the Private Health Insurance Act 2007 (Cth) or the Health Insurance Act 1973 (Cth) or any similar legislation.

In all other respects this Policy remains unaltered.