



**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 2018-0091

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	Waived
6. Processing time (in working days)	34
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

18 April 2018

The FOI Information Officer  
Chief Minister, Treasury and Economic Development Directorate  
GPO Box 158  
CANBERRA ACT 2601

via email: [CMTEDDfoi@act.gov.au](mailto:CMTEDDfoi@act.gov.au)

**Re: Freedom of Information Act Request**

This is a request under the *Freedom of Information Act 2016* (the **FOI Act**) in regard to documents relating to the Citizens' jury on the ACT's Compulsory Third Party (CTP) scheme.

On behalf of [REDACTED] request that a copy of the following documents be provided to me:

1. all documents and files (including correspondence, emails, file notes, memoranda, minutes of meetings, papers and other documents), whether in electronic or paper form:
  - (a) between any members of the SRG and members of the citizens' jury on the ACT's CTP scheme communicated through what the Jury referred to as 'base camp';
  - (b) officers from the Chief Minister, Treasury and Economic Development Directorate and Finity Consulting Pty Ltd;
  - (c) officers from the Chief Minister, Treasury and Economic Development Directorate and Ernst & Young (EY);
  - (d) officers from the Chief Minister, Treasury and Economic Development Directorate and Democracy Co Pty Ltd;

relating to the ACT Citizens' Jury on CTP, for the period 1 January 2017 to date.

Thank you for your consideration of this request.

Yours sincerely,

[REDACTED]

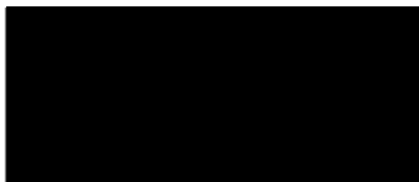
[REDACTED]



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

Our ref: CMTEDDFOI2018-0091



via email: [REDACTED]

Dear [REDACTED]

### **FREEDOM OF INFORMATION REQUEST**

I refer to your request submitted under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 18 April 2018 to access information under the *Freedom of Information Act 2016* (the Act).

On 7 May 2018 the scope of your request was redefined to:

- *Any comments made by SRG members on the discussion forum known as basecamp;*
- *Procurement documents and contracts with DemocracyCo, Finity and EY in addition to those already provided;*
- *Correspondence by CMTEDD to DemocracyCo that requested changes or amendments to the deliberative democracy process while the process was ongoing;*
- *Correspondence by CMTEDD to Finity that requested changes or amendments to the proposed CTP models (outside of the SRG process) while the deliberative democracy process was ongoing;*
- *Documents correspondence by CMTEDD to EY that requested changes or amendment to the costings and assumptions in relation to the proposed CTP models (outside of the SRG process) while the deliberative democracy process was ongoing.*

### **Authority**

I am an Information Officer appointed by the Director-General of CMTEDD 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 7 June 2018.

### **Third Party Consultation**

In making this decision, I completed consultation in accordance with section 38 of the Act. The views of identified third parties were taken into account in making this decision.

### **Decision on access**

Searches were completed for relevant documents and 27 documents were identified that fall within the scope of your request.

I have decided to grant full access to 17 documents and partial access to 10 documents. The information redacted in the documents I consider to be information that would, on balance, be contrary to the public interest to disclose under the test set out in section 17 of the Act.

I have included as Attachment A to this decision the schedule of relevant documents. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

My access decisions are detailed further in the following statement of reasons and the documents released to you are provided as Attachment B to this letter.

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

### **Statement of Reasons**

In reaching my access decision, I have taken the following into account:

- the Act;
- the content of the documents that fall within the scope of your request;
- the views of relevant third parties; and
- the *Human Rights Act 2004*.

### **Exemption claimed**

My reasons for deciding not to grant full access to the identified documents and components of these documents are as follows:

#### Public Interest

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

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when ‘used in a statute, the term [public interest] derives its content from “the subject matter and the scope and purpose” of the enactment in which it appears’. Section 17(1) of the Act sets out the test,



to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Factors favouring disclosure (Schedule 2.1)

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factor in favour of disclosure is relevant to determine if release of the information contained within these documents is within 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*

Having considered the factors identified as relevant in this matter, I consider that release of the information within the scope of the request may contribute to open discussion of public affairs and enhance the government's accountability. I consider there is a public interest in the operations of the ACT Government particularly in relation to Canberra's first Citizen's Jury. The information identified as being within the scope of your request provides this information. I am satisfied the information contained within these documents is within the public interest to release as they reveal the reason for a government decision and any background or contextual information.

Factors favouring non-disclosure (Schedule 2 section 2.2)

As required in the public interest test set out in section 17 of the Act, I have also identified the following public interest factors in favour of non-disclosure that I believe are relevant to determine if release of the information contained within these documents is within the 'public interest':

- (a) *disclosure of the information could reasonably be expected to do any of the following:*
- (ii) *prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004; and*
  - (xi) *prejudice trade secrets, business affairs or research of an agency or person.*

Taking into account the submissions put to me by the relevant third party as part of the consultation undertaken in accordance with section 38 of the Act and having reviewed the documents I am of the opinion that release of the contested information may prejudice the protection of these individuals' right to privacy or any other right under the *Human Rights Act 2004*. I am satisfied that this factor favouring non-disclosure should be afforded significant weight as it relates to individuals' privacy. Accordingly, I have decided to withhold from disclosure the names and contact details of individuals who have not consented to the release of their information.

I have also considered the impact that the release of some parts of the information contained in the documents may have on relevant third parties in relation to their business affairs. I have decided to redact the business and financial information

contained within the documents as the release of this information may prejudice the future business affairs between DemocracyCo and their third party provider. The remaining information in the documents is released in full.

Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that is not in the public interest to release, while releasing the rest of the documents will ensure the intent of the Act is met and will provide you with access to the majority of information held by CMTEDD within the scope of your request.

Accordingly, I have chosen to redact parts of folios 10-11, 109, 136, 145, 151, 162, 183, 189, 193 and 196 of the documents within Attachment B.

### **Additional Information**

Ernst & Young (EY) have requested that CMTEDD advise that the scope of work and nature of inquiries undertaken by EY for the ACT Government were created for a specific purpose. EY states that you should seek your own independent advice in relation to any of the material contained in the EY documents as the inquiries and work undertaken for the ACT Government may differ substantially from the scope of the inquiries being undertaken by you and the reasons for your access to this material.

### **Charges**

Pursuant to *Freedom of Information (Fees) Determination 2017 (No 2)* processing charges are applicable for this request because the total number of folio's to be released to you exceeds the charging threshold of 50 pages. However, the charges have been waived in accordance with section 107 (2)(b) of the Act.

### **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, my decision and documents released to you in response to your access application will be published in the CMTEDD disclosure log after 7 June 2018. 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>.

### **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.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman  
GPO Box 442  
CANBERRA ACT 2601  
Via email: [ombudsman@ombudsman.gov.au](mailto:ombudsman@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](mailto:CMTEDDFOI@act.gov.au)

Yours sincerely,



Daniel Riley  
Information Officer  
Information Access Team  
Chief Minister, Treasury and Economic Development Directorate

7 June 2018



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

## FREEDOM OF INFORMATION REQUEST SCHEDULE

NAME	WHAT ARE THE PARAMETERS OF THE REQUEST	Reference NO.
	<ul style="list-style-type: none"> <li>Any comments made by SRG members on the discussion forum known as basecamp;</li> <li>Procurement documents and contracts with DemocracyCo, Finity and EY in addition to those already provided;</li> <li>Correspondence by CMTEDD to DemocracyCo that requested changes or amendments to the deliberative democracy process while the process was ongoing;</li> <li>Correspondence by CMTEDD to Finity that requested changes or amendments to the proposed CTP models (outside of the SRG process) while the deliberative democracy process was ongoing;</li> <li>Documents correspondence by CMTEDD to EY that requested changes or amendment to the costings and assumptions in relation to the proposed CTP models (outside of the SRG process) while the deliberative democracy process was ongoing</li> </ul>	CMTEDDFOI 2018-0091

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
01	1-19	CTP Basecamp comments from SRG members	15 Oct 2017	Partial Release	Sch 2.2(a)(ii)	Yes
02	20-90	Request for Tender No. 2017.29045.110	9 June 2017	Full Release	N/A	Yes
03	91-99	Email with attachment	19 May 2107	Full Release	N/A	Yes
04	100-108	Email with attachment	23 May 2017	Full Release	N/A Out of scope information has been redacted	Yes
05	109-117	Email with attachment	8 Jun 2017	Partial Release	Sch 2.2(a)(ii) Out of scope information has been redacted	Yes
06	118-126	Email with attachment	8 June 2017	Full Release	N/A	Yes
07	127-128	Email with attachment (RFQ deliberative strategy duplicated available with ref: 04)	16 June 2017	Full Release	Out of scope information has been redacted	Yes
08	129-135	Email with attachment	18 July 2017	Full Release	N/A	Yes
09	136-137	Email	15 Sep 2017	Partial Release	Sch 2.2(a)(ii)	Yes

10	138	Email	21 Sep 2017	Full Release	Out of scope information has been redacted	Yes
11	139	Email	22 Sep 2017	Full Release	Out of scope information has been redacted	Yes
12	140-142	Email with attachment	22 Sep 2017	Full Release	Out of scope information has been redacted	Yes
13	143-145	Email with attachment	22 Sep 2017	Partial Release	Sch 2.2(a)(xi) Out of scope information has been redacted	Yes
14	146-147	Email	22 Sep 2017	Full Release	Out of scope information has been redacted	Yes
15	148-150	Email with attachment	22 Sep 2017	Full Release	Out of scope information has been redacted	Yes
16	151-153	Email	23 Sep 2017	Partial Release	Sch 2.2(a)(xi) Out of scope information has been redacted	Yes
17	154-155	Email	23 Sep 2017	Full Release	Out of scope information has been redacted	Yes
18	156	Email	25 Sep 2017	Full Release	Out of scope information has been redacted	Yes
19	157-158	Email	26 Sep 2017	Full Release	Out of scope information has been redacted	Yes
20	159-161	Email with attachment	13 Dec 2017	Full Release	N/A	Yes
21	162-182	Email with attachment	24 Jan 2018	Partial Release	Sch 2.2(a)(ii)	Yes
22	183-186	Email with attachment	25 Jan 2018	Partial Release	Sch 2.2(a)(ii) Out of scope information has been redacted	Yes
23	187-188	Email	30 Jan 2018	Full Release	N/A	Yes
24	189-191	Email	21 Feb 2018	Partial Release	Sch 2.2(a)(ii) Out of scope information has been redacted	Yes
25	192	Email	23 Feb 2018	Full Release	N/A	Yes
26	193-195	Email with attachment	23 Feb 2018	Partial Release	Sch 2.2(a)(ii) Out of scope information has been redacted	Yes

27	196-201	Email with attachment	4 Mar 2018	Partial Release	Sch 2.2(a)(ii) Out of scope information has been redacted	Yes
<b>Total No of Docs</b>						
27						

# CTP Basecamp comments from SRG members

## Claims forms and process

[DemocracyCo]  
Oct 15, 2017

You asked for the claims forms and background about the process these forms are used for.

I asked Lisa Holmes, the Acting Regulator and she has provided a link to the following website.

<https://apps.treasury.act.gov.au/compulsorytpi/how-to-claim>

## Quality of life compensation - survey results are in

[Juror]  
Oct 17, 2017

**Geoff Atkins**  
Oct 24, 2017

I like the label 'quality of life compensation'.

The various thresholds are technically quite complex. I will include a little more information in the answers to questions, but for most people they are impenetrable.

If jurors wish, and the Ems can find a spot, I could do a Q&A discussion on this at the weekend.

**Geoff Atkins**  
Oct 25, 2017

[Juror name] I hope you don't mind that this thread has expanded to be much more than the survey. On the Income Support thread, [Juror name] asked the following question:

*Juror question relates to whether there is a guide to quantifying/standardising 'general damages'*

What I can add: Mark is correct that there is table in the UK prepared somewhere in the judicial system that gives this sort of information. It is an aid to judges (and everybody else involved) intended to improve consistency.

May 9, 2018

In Australia, there are approaches to try to achieve the same thing. The closest is referred to an 'Injury Scale Value' (ISV). This comprises a guide by type of injury of how to 'score' an injury or combination of injuries, with a range and indications of how the range should be used. Then the amount of Quality of Life Compensation is determined by a table using this score.

I have uploaded the table of scores and amounts. I couldn't quickly find the bigger document with the ISV descriptions, but if you are interested I imagine Google can help. It was created in Queensland and is now used in South Australia. My colleague Estelle Pearson says 'it works well'.  
ISV scale Qld.xlsm

**Geoff Atkins**

Oct 26, 2017

Nice job [Juror name]. I haven't looked at the details (and won't unless the team asks me to). I can certainly talk about the alternatives that are available (ISV, narrative, dollar as well as WPI) and then the next stage of converting that to dollars.

Up to the jury and democracyco how you would prefer to handle this (if at all) between now and Sunday night.

**Geoff Atkins**

Oct 26, 2017

Guides or scales for Quality of Life Compensation.

This has been mentioned in a number of places and Fiona from the SRG has provided lots of stuff to democracyCo.

I hope this is not too much out of context but an example of how the Injury Scale Value approach works (used in Qld and SA) can be gleaned from this extract from the guide. The extract deals with neck injuries (which are very common in motor accidents).

I hope you can easily open the attached file.

ISV Extract.pdf 28.4 KB

[DemocracyCo]

Oct 27, 2017

Fiona Tito Wheatland has provided two other documents for South Australia and this description below.

*This is how it is described by the SA CTP regulator. It is a hybrid arrangement and fault based - I personally think it has little to recommend it, but it certainly is another option.*

May 9, 2018

2



### **Non-economic loss**

Claims can be made for non-economic losses, which may include:

- pain and suffering;
- loss of amenities of life;
- loss of expectation of life;
- disfigurement.

No claim exists for non-economic loss unless the person can show that her or his life has been significantly impaired for **at least seven days**, or that her or his medical expenses exceed the prescribed minimum [Civil Liability Act 1936 (SA) s 3].

The compensation payable for non-economic loss is assessed on a numerical scale (the **Injury Scale Value or ISV**) of 0 - 100 points. A relatively minor injury gains a low rating while the most severe injury will gain a rating of one hundred points. After determining the number of points a multiplier is used to calculate the awardable compensation [Civil Liability Act 1936 (SA) s 52(3)]. Damages for non-economic loss will only be awarded if the Injury Scale Value for the injury exceeds ten.

Expert legal advice should be obtained in relation to the assessment of an injured person's compensation for non-economic loss.

The Injury Scale Value is also attached, as is the SA legislation referred to here.

SA - ctp\_isv\_damages\_table.pdf  
SA Civil Liability Act 1936.2267.UN.pdf

### **income support**

[Juror]

Oct 19, 2017

*Juror requests information where the injured individual could maintain their pre-accident financial responsibilities as soon after the accident as possible.*

**Geoff Atkins**

Oct 25, 2017

I have some info, but in the interests of good order I will put it in the Quality of Life thread.

**Geoff Atkins**

Oct 25, 2017

Just referring back to [Juror's name] question about the limit on earnings that can be compensated, this was highlighted about twenty years ago when a budding film actor (can't remember his name but he was in Gallipoli) was badly injured in a car accident in South Australia coming back from a film shoot. He claimed (from memory) \$35m in future loss of earnings because he was the next Mel Gibson.

Firstly, each of us will have a social view of what is reasonable and what is not. Secondly, for the insurance it does at to premiums. While the 'expected average cost' is small, it requires insurers to buy extra reinsurance to cover the risk and makes the whole product more difficult for insurance.

**Geoff Atkins**

Mar 21

Justice David Ipp and a committee of two produced a major report in 2002 at the request of the Federal government. It was in response to a 'liability insurance crisis' when insurance became either unavailable or very expensive. The report gave numerous recommendations for changes to civil liability laws including the definitions of negligence and determining compensation.

All governments state and federal changes their laws in response, but sadly lots of the details were different from one place to another. ACT made less changes than anywhere else in Australia.

Regarding minimum wage vs commercial rate you are correct - roughly half.

## **Geoff Atkins has been added to Basecamp**

[DemocracyCo]

Oct 24, 2017

**Geoff Atkins**

Oct 24, 2017

Hi folks, and thanks for having me. The amount of material on Basecamp is astonishing. I hope nobody has tried to read it all, but it does give resources that one can point to.

I will dip in each day and add (very selectively) to some of the threads if I feel there is information that would be useful.

My job is only to provide you with information and examples that help you in your task, not to lead your thinking in any particular direction.

Of course you can put questions directly to me if you wish.

## **At fault driver cover**

[Juror]

Oct 21, 2017

**Geoff Atkins**

Oct 24, 2017

Good discussion. A couple of points of clarification.

The 'no extra cost at fault driver cover in policies'. These are extremely limited and the cover only costs the insurer a couple of dollars per policy. Years ago in NSW insurers tried a more extensive optional cover at an extra premium but take-up was minimal and it disappeared from the market. The additional cover offered at present could not be considered as adequate protection for an at-fault driver.

May 9, 2018

Coverage involving illegal acts. Where these rules are in place they limit or exclude benefits for the person committing the illegal act, but not for anyone else injured in the accident. I will put in the question responses a summary of what restrictions or exclusions there are in other jurisdictions as examples. Most of the schemes still provide treatment and what they exclude is earnings loss and lump sums.

**Geoff Atkins**

Oct 24, 2017

How much might it cost? This can help you think about it.

In rough terms there is one at-fault driver for every two other injuries. All other things being equal the number of claims in ACT would go from about 1,000 to about 1,500.

So, if the same benefits and entitlements were provided to at-fault drivers you would need to add about 50% to the premium.

The way schemes make it fit financially if they move to cover at-fault drivers is that the entitlements are usually less than others, and the benefits available to others are limited in order to 'save' enough money to pay for the at-fault drivers.

Highly simplified, but gives a framework for thinking about it.

## **What problem are we trying to fix?**

[Juror]

Oct 22, 2017

**Geoff Atkins**

Oct 25, 2017

Very topical and there has been a lot written. One place to start is with a booklet on WAD (whiplash associated disorders) which was written somewhere in Canada. I know it is on [sira.nsw.gov.au](http://sira.nsw.gov.au) because it used on some of their guidelines.

What I understand (as a complete lay person) is that a degree of spinal abnormality such as the bulging disc is extremely common (even normal). It is frequently symptom-free and usually degenerative. I lot of the cases I read involve figuring out where a motor accident fits with all this - cause? made it worse? irrelevant?

## **How to encourage drivers to have a sense of responsibility**

[Juror]

Oct 24, 2017

May 9, 2018

**Geoff Atkins**

Oct 26, 2017

Not part of my brief, but [Juror name] for your information the estimates are that road casualties will drop by 70% or 80% by about 2050 with improvements in technology, especially driverless cars.

But the impact is very gradual, because technology comes in little steps, but more importantly because the driverless cars only gradually get taken up (it is at least 15 years before most cars on the road have a particular technology). Then the driverless stuff will only work best when the cars can talk to each other and with things like the traffic lights and other road infrastructure.

Really interesting topic, but not very helpful to the jury's task.

## **More on High Court challenge**

[DemocracyCo posted on behalf of a Juror]

Oct 26, 2017

**Geoff Atkins**

Oct 26, 2017

I believe the NSW ban was removed some years ago with changes to the legal profession legislation, but I don't have the details. We certainly have tons of advertising.

## **Your questions answered ...**

[democracyCo]

Oct 26, 2017

Hi All

On our first weekend we had a questions wall where you could post all the questions you wanted your witnesses to answer.

We received 54 questions in total!

These have been provided to the witnesses that you will be hearing from this weekend to help them know what is on your mind and structure their presentations. In addition to this the government indicated that it was happy to respond to these questions where relevant to them. They have now provided these answers and some supporting documents.

I have uploaded these documents to the folder entitled "Answers to Question wall"

I want to point out that there is a very useful summary document in the folder

May 9, 2018

comparing the ACT scheme with other jurisdictions. A lot of you wanted to understand how the scheme related to that in other places - and this document no doubt will answer most of the questions on your mind.

## More documents and folders (in response to requests)

[DemocracyCo]  
Oct 26, 2017

In addition to [democracyCo's] post about the folder 'Answers to Question Wall' you will see there are some additional folders in Docs and Files. Some of these contain new files and some represent tidying up of documents previously loaded.

They have been sectioned into folders with the aim of enabling you to go directly to the documents you are most interested in.

The folders include:

- Answers to Question Wall
- Speed dialogue responses (answers to some of the documents collated by [Juror name] as having been offered by SRG members. Other responses will be posted as they are provided)
- Research docs in message posts (this includes docs you posted as part of your Basecamp messages – I think I got them all - if there are any missing please add them or advise me). Also Geoff Atkins ISV scale posted in response to the message thread Quality of Life Compensation.
- Witness supplied docs Day 1&2 – electronic copies of items provided by witnesses and in hard copy on the Resource Table

In the Speed dialogue responses folder you will see two folders with multiple files from Fiona Tito Wheatland of the Health Care Consumers Association explained in her own words below.

*A selection of the various **impairment guides** used in Australia to assess impairment in either the Transport or Work accident environment.*

*Most are based upon the US AMA Guidelines to Permanent Impairment, in various editions. However, that source document is not available freely - you have to pay. Impairment thresholds in Australia are generally 5-10% whole person based, or they may be specified by bodily organ/injury and summed. How it is done varies considerably and there is no single figure common to all, except perhaps at the catastrophic end.*

*Another question I was asked was how **no-fault systems** do their administration. Given my limited time and resources, I have not explored it for all states or overseas, but have attached information on the three no-fault Australian jurisdictions.*

*I have also sent a copy of the most recent Annual Reports for these jurisdictions as they also provide administration cost information.*

## Supplementary documents in response to questions

[DemocracyCo]

May 9, 2018

Oct 26, 2017

Supplementary documents provided by CMTEDD that go to addressing some of your questions have been loaded into the folder in Basecamp called Answers to Question Wall.

## Suncorp response - Speed dialogue questions

[DemocracyCo]

Oct 27, 2017

Surayez Rahman of Suncorp has provided the following in response to questions collated by [Juror name] during the Speed Dialogue session. Note below Surayez says he will provide any further details if required in person during Jury sessions.

*Coming back to you on the two follow up items below for Susie. There unfortunately isn't much data on either, so I've provided some commentary on both the items below.*

- **Susie offered to find out how often an accident caused by someone having a heart attack resulted in no fault being found.**

*In the ACT, Suncorp does not currently have any claims where the driver had a heart attack. In NSW, where accidents caused by medical events (thus there is no negligence) are covered, the number of claims from these types of accidents is very small. Exact reporting is not undertaken (as they are simply regarded as a valid claim) but the proportion is certainly less than one percent of claims.*

*The fact that third-party victims of blameless accidents (such as passengers, pedestrians and drivers of other vehicles) are not covered starkly illustrate the unfairness of an at-fault CTP scheme based on negligence. However, what is far more common is injured drivers who are simply in the wrong place at the wrong time. Many have made a simple, everyday error of judgment that, due to a combination of other circumstances, has resulted in an accident. Suncorp believes it is unfair these injured people are not properly covered.*

*Suncorp does currently have a claim for an ACT resident who had an undiagnosed sleep apnoea event and hit a tree in NSW. The driver was off work for three months and was not covered. His wife and daughter also suffered relatively serious injuries. Because the accident happened in NSW where accidents from medical events ("blameless accidents") are covered, his wife and daughter have valid CTP claims. If the same accident occurred in the ACT, his wife and child would probably not be covered.*

- 2. Susie offered to find out whether claimants represented by a lawyer had a better experience with SunCorp than those not represented by a lawyer (or vice versa), e.g. by comparing Net Promoter Scores.**

*This data unfortunately isn't available as we thought. We do have some internal Net Promoter Scores but they would just be claimants who came to us directly, not those represented by a lawyer, therefore it is not possible to provide a comparison.*

*Let me know if this is sufficient and I can provide further details to the Jury in person in the next couple of days.*

May 9, 2018

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Thanks  
Surayez

## Details from the regulator on the average whiplash claim

[Juror]  
Feb 7

*Juror posts answer from CTP Regulator, Lisa Holmes from a question about the figure that the average whiplash claim cost about \$90,000.*

### **Her reply:**

*This information comes from the CTP personal injury register database. The data relates to whiplash claims that were finalised in 2016-17 where the accident occurred after the commencement of the Road Transport (Third-party Insurance) Act 2008. These finalised claims can relate to accidents that occurred in prior years, depending on how long it has taken for the claims to be finalised. The claims payment figures are the total payments made for the claims finalised in 2016-17, across the duration of these claims. For example, if a claim has taken two years to be finalised and the insurer was making some treatment payments through-out the claim, the total amount of the payments for the claim across those two years are included in the 2016-17 finalised claim figure.*

*As these figures are on a finalised claim basis, the total whiplash 2016-17 finalised payment figure of \$39 million is effectively a factor of both how many whiplash claims were finalised in 2016-17 and the finalised payment for each claim. The number of claims finalised can vary from year to year and of course the finalised payment amount per claim will also vary depending on the individual facts (such as the severity of the injury) of each claim.*

*The average method used is the mean.*

*Whiplash claims are those that have a maximum severity 1 (minor injuries) according to the Abbreviated Injury Scale and injury codes 640278.1 or 640284.1 reported.*

- *A definition of 640278.1 is Cervical Spine – Strain, acute, with no fracture or dislocation. More detail can be found in the NRMA Coding document on Your Say:  
[https://www.yoursay.act.gov.au/application/files/3615/0933/4919/Injury\\_Coding\\_briefing\\_note\\_prepared\\_by\\_NRMA.pdf](https://www.yoursay.act.gov.au/application/files/3615/0933/4919/Injury_Coding_briefing_note_prepared_by_NRMA.pdf)*
- *A definition of 640284.1 is Cervical Spine – Spinous Ligament Injury.*

## Deliberative process

[DemocracyCo]

May 9, 2018

9



Feb 14

Sch 2.2(a)(ii)

Feb 15

Hi everyone. In addition to costing the options for reforms of the ACT CTP scheme I am also the Scheme Actuary to the NSW CTP scheme and undertook all the costings for that scheme in addition to a large amount of other work for the State Insurance Regulatory Authority (SIRA).

I need to correct some comments made about the NSW scheme.

The comment made that "half of the NSW reduction in premiums occurred by cutting insurer profits, NOT from cutting lawyer fees" is **incorrect**.

There is a public EY report titled "**Estimated cost per policy of the new NSW CTP Green Slip Scheme under the Motor Accident Injuries Act 2017 (NSW)**" this is a **link to it**

[https://yoursay.act.gov.au/application/files/6815/0933/4919/Estimated\\_cost\\_per\\_policy\\_Motor\\_Accident\\_Injuries\\_Act\\_2017\\_NSW\\_final20170630.pdf](https://yoursay.act.gov.au/application/files/6815/0933/4919/Estimated_cost_per_policy_Motor_Accident_Injuries_Act_2017_NSW_final20170630.pdf) on SIRA's website

In this report is table 6 in section 4.1 - this table sets out where the savings come from - **Table 6: Estimated average cost per policy results for the underwriting year beginning 1 December 2017 – average all vehicles (\$)**

The savings arise from:

1. Legal costs \$42 per policy
2. Care \$37 per policy (note that care in the old NSW scheme was used as a buffer in common law and had increased enormously over 15 years)
3. Loss of earnings \$16 per policy
4. GST \$10 per policy
5. Insurer profits \$8
6. a number of small increases and small increases make up the difference to the costed reduction in premium of \$101

My last comment is that the published profits in the NSW scheme that insurers make (another task I do for SIRA each year) is on a different basis to the ACT profit margins of insurers that are disclosed.

I am happy to answer any other questions about the NSW scheme.

Sch 2.2(a)(ii)

Feb 15

This situation in NSW is complex so I need to think about the simplest way to explain it - I will try and do that tomorrow. There is a certain amount of comparing apples and pears in your comments which I need to explain.

May 9, 2018

10



I would also be careful of comments made by politicians as at times they do not explain the full context of the situation or in many cases reporters mis interpret the numbers (this happens a lot and more often than not).

I would also add that at the two Jury weekends in October a number of incorrect statements were made about the NSW scheme by some of the witnesses (I cannot remember what they were now) (I should know as a large proportion of the figures that are made public on the NSW scheme are sourced from EY)

Sch 2.2(a)(ii)

Feb 18

I have not directed responded to your questions, rather I have set out an explanation of the NSW system. If you still have questions perhaps we can catch up at the next jury meeting or you can call me.

1. In the costing report you will notice that we estimated the cost of the new scheme to be \$551 not the \$528 that was charged. There is a reason for this as noted in the EY report where we discuss the honeymoon impact. That is, past reforms of similar schemes have shown the cost in the first few years after reform is lower than subsequent years. Our costing is on a mature scheme (ie longer term cost) and we expect the cost to be lower in the first few years of the NSW scheme. Hence the NSW government set the premium for all vehicles to be \$528. The EY report contains more explanation.

2. There are two sets of profit margin figures produced in NSW.

- SIRA sets out the range of profit margins that insurers include in their premium filing to the regulator each year. The average filed profit margin in NSW over the long term is about 8% (of insurer premiums)
- Secondly, the figure above does not show what profit insurers actually realised – it only what they targeted to earn. Each year the Scheme Actuary in NSW (ie EY) assesses an estimate of the amount of REALISED profit insurers achieved based on the emerging claims experience for each past year (remember it can take 10 years for all payments to be made for an individual year). This figure is not calculated in the ACT. This is the figure of 19% you refer to.

3. The REALISED profit figure of 19% is the average over the scheme since 2000 (it is published each year by SIRA and there is a public EY report that sets out the results (on SIRA's website). The profit for individual years varies significantly from over 30% especially in the early 2000's to under 8% in some years. For more recent years the profit has been below the average of 19% - ie you cannot take the 19% and assume it applies to 2016 or 2017 years

4. In the new NSW scheme legislation SIRA is able to claw back from insurers excess REALISED profit they made in a year (this is done on a hindsight

basis). SIRA have set a reasonable profit margin for insurers of 8% and in SIRA's premium filing guidelines insurers are limited to including a maximum filed profit margin of 8%. However, insurers may end up earning more or less than 8% in a year if claims experience is better than they estimated in their premium filing ie their REALISED profit margin may be greater than 8% and in this event SIRA can claw back this excess realised profit.

5. The costing we undertook for NSW:

- For the old scheme operating before 1/12/17 we undertook a ground up estimate of the cost of claims and insurer expenses. To that estimate we added an 8% profit margin. It is an independent of insurers own estimate of the cost of claims. Note that the estimate was for the new scheme beginning 1/12/17
- For the new scheme we estimated the claims cost in the new scheme and insurer expenses to which we added an 8% profit margin
- That is the old and new scheme is on a like with like basis. The reason for adopting 8% is explained above.

6. Regarding your comparison to health insurance the profit margin required is a function of the amount of capital required, the volatility in claims experience and economic parameters. For CTP the claims experience is much more volatile than for health insurance and the capital requirements are much greater (as set by APRA). Consequently the profit margin for CTP required by insurers is higher than for health insurance.

## **New info from regulator: median whiplash claim is \$45,000-\$52,000**

[Juror]  
Feb 28

### *Response from CTP Regulator*

*Thank you for your email requesting additional ACT compulsory third-party (CTP) average and median payments data on whiplash claims.*

*Data from the CTP Personal Injury Register (PIR) database indicates that for finalised claims, the:*

- *average whiplash claim paid was \$76,000 in 2014-15; \$98,000 in 2015-16; and \$90,000 in 2016-17; and*
- *median whiplash claim paid was \$45,000 in 2014-15; \$56,000 in 2015-16; and \$52,000 in 2016-17.*

*The PIR reports data on a quarterly basis, and as such, claims paid for the financial years (listed in the two dot points above) are the average of the four quarters. The claims paid are also rounded to the nearest \$'000.*

*The average claim paid is the mean, that is, the total value of claims paid divided by the number of claims.*

*The median claim paid is the 'middle claim paid', that is, the claim that sits in the middle of all the finalised whiplash claims for that financial year, when the claims are arranged in numerical order (i.e. the number of claims are the same on either side of this 'middle claim').*

- *An average figure takes into the consideration the spread of the values of all the finalised claims. In comparison, a median figure will not take into consideration by any claims figures that might be significantly smaller or larger than the others.*

*As previously advised in my earlier email (below), the data relates to whiplash claims that were finalised for the relevant financial year (2014-15; 2015-16 or 2016-17) where the accident occurred after the commencement of the Road Transport (Third-party Insurance) Act 2008. These finalised claims can relate to accidents that occurred in prior years, depending on how long it has taken for the claims to be finalised.*

*The claims payment figures are the total payments made for the claims finalised in the relevant financial year, across the duration of these claims. For example, if a claim has taken two years to be finalised and the insurer was making some treatment payments through-out the claim, the total amount of the payments for the claim across those two years are included in the financial year the claim was finalised.*

*As the figures are on a finalised claim basis, the total whiplash finalised payments are effectively a factor of both how many whiplash claims were finalised in the relevant financial year and the finalised payment for each claim. The number of claims finalised can vary from year to year and of course the finalised payment amount per claim will also vary depending on the individual facts (such as the severity of the injury) of each claim.*

## **Initial Comments on the Briefing and Model Document for our March Meeting**

[Juror]  
Mar 18

**Geoff Atkins**  
Mar 19

Thanks  
JP01 - for the department  
JP02 - also for the department; good suggestions  
JP03 - starting a common law process would have no impact on the defined benefits. Provided the person continues to be eligible for defined benefits they would

continue up until the common law settlement (but with discretion for the insurer to continue after three years). There is no recovery in respect of defined benefits based on the outcome of the common law claim.

## **Geoff Atkins**

Mar 19

Re defined benefits, there is no 'doubling up'. If and when you get settle a common law claim, any continuing defined benefits stop at that time and the common law settlement is only for any amount in excess of the defined benefits that have been paid.

[DemocracyCo]

Mar 20

We have received the following back from the government in answer to your question numbered JP02 -

*"Thank you for your feedback on the flowcharts. Your comments are very useful for any flow charts we create to explain the preferred scheme going forward. We like your idea of including an additional box to show that people could choose not to pursue a common law claim if the defined benefits are sufficient for them. A timeline is a bit more difficult. We focussed on process in the flowcharts because it is difficult to accurately show a timeline when it could be so variable depending on the individual and their circumstances; things like the severity of the injury and how long it takes to stabilise. However, we will do some more thinking on how we could demonstrate claim times – and it might be easier once we know the preferred model.*

*Given the existing flowcharts have already been provided to the jury and made available publicly, we consider its a bit late to change the flowcharts now for the jury weekend."*

## **Views of the Stakeholder Reference Group members on the models**

[DemocracyCo]

Mar 19

To assist you in assessing the models individual SRG members have taken the time to provide you with a few words about the model/s that they support and why.

In addition to the Summaries document which gives you a very quick overview of the views of all SRG members that wanted to contribute, four SRG members have also provided other documents to support and or expand on their views, that you may wish to look at. These documents are as follows;

1) Comments on Model Designs – citizens' jury for ACT CTP scheme, March 2018 - provided by the ACT Bar Association and the ACT Legal Society

2) "CTP Claimants deliberative democracy workshop Report from a workshop held in Canberra, 28 February, 2018" - provided by the ACT Bar Association and the ACT Legal Society

3) ACT CTP CITIZENS' JURY STAKEHOLDER REFERENCE GROUP (SRG) MEMBER SUBMISSION - Why not models A and B? - provided by the NRMA

4) Suncorp information for the ACT CTP Citizen's Jury - provided

## **Geoff Atkins**

Mar 20

Your Q1. 'the 6/6 rule at minimum wage'.

This is truly an impenetrable abbreviation (sorry)! Unpaid care (e.g. by family members) is limited in most other jurisdictions, in that it is available for compensation only if the care is required for at least six hours per week and for a period of at least six months. This was recommended in the Ipp review of liability laws in 2002 and implemented by pretty much every jurisdiction except ACT.

The 'minimum wage' element is a different point. At present, if someone is awarded compensation for unpaid (gratuitous) care it is calculated at the rate you would pay for commercial care, which is typically \$40 to \$50 per hour. The proposal in Model C is for the compensation to be calculated at the minimum wage for Australia, which is currently a little over \$20 per hour.

Your Q2. Where would a 'whiplash' fall? This is a really important question, and we want to spend more time discussing it on Saturday. There are many medical details, but the brief answer is that this injury would definitely fall below 10% (on either scale) and would mostly fall below 5% (on either scale). Hopefully that is enough to help you think about it, but as I said this needs more time on Saturday.

Your Q3. Which of the 4 models best curtails opportunistic claims?

No scheme can completely eliminate fraud, as was discussed in the earlier jury meetings. However, the 'opportunistic claims' (as you nicely describe them) are less likely to occur under Models C or D. There are two main reasons:

- quality of life compensation only being available if the injury is assessed at above the relevant threshold, and limited to small amounts for relatively minor injuries
- small legal costs available if the claim is resolved for less than \$50,000.

The third (but less important) reason is that the claim needs to be made fairly promptly (and the scheme information and support will encourage this) so that the relevant evidence about the accident, the injuries and the impact on work and life is obtained at the relevant time thus making it a bit more difficult to fabricate or exaggerate.

Your Q4. What is the WPI, AMA, 5 guidelines (modified) reference?

This gets into pretty complicated medical stuff, and the SRG has said they think we need to give more information about it on the weekend. I will try to give a brief outline.

The AMA5 is an American book, about 600 pages. The 2nd, 4th and 5th editions

have been used around Australia for more than 30 years. Australian modifications have evolved over this period for a variety of reasons. The latest set, which we are proposing, was established by Safe Work Australia in the context of workers compensation with input from all the workers compensation schemes and a panel of doctors. The modifications cover:

- replacing the psychological injury section by an Australian guide used here for about 20 years
- removing the pain section such that chronic pain in itself does not get separately assessed
- replacing the hearing loss section with the Australian National Acoustics Laboratory tests
- being more specific about some of the clinical tests and guidelines for neck and back injuries as well as some leg injuries
- how and when 'quality of life' adjustments are permitted or not permitted in the assessment.

Your other questions are more about the merits of the choices so I will leave those for the jury to consider, but I will be around on the weekend if you want to chat about any of them.

## **ACT ROAD SAFETY FUND : Response to [Juror's] Question**

[DemocracyCo]

Mar 20

This has been received from Lisa Holmes CTP Regulator.

*The ACT Road Safety Fund (the Fund) was established in July 2015 to fund projects and initiatives related to road safety research, education and road trauma prevention, in support of the ACT Government's road safety strategy.*

### ***Funding arrangements***

*The Fund is financed by a \$2.50 road safety contribution (RSC) which is levied by the Government on ACT motor vehicle registrations. This levy is separately identified on registration renewal notices. The Justice and Community Safety Directorate receives an appropriation of \$700,000 each year, which is equivalent to the anticipated income from the RSC.*

*The Fund is to be used to provide funding to:*

- *road safety awareness activities including public awareness campaigns;*
- *encourage and promote road safety education in the ACT community;*
- *promote and stimulate research and investigation on road safety issues, and the implementation of accident and injury counter measures, especially in the area of accident prevention and injury minimisation;*
- *support or facilitate the construction of any physical improvements to any land in the ACT to promote road safety, for example road safety audits, feasibility studies, evaluations and research into road design and construction; and*



- *aid in the establishment of initiatives aimed at rehabilitating persons seriously injured or traumatised as a result of road accidents.*

### **Road Safety Fund Grants Program**

*A Road Safety Fund Grants Program is undertaken annually. The notional cap for the community grants program is \$400,000 per annum (which is equivalent to the amount spent by the former NRMA-ACT Road Safety Trust as part of its grants program).*

*ACT Government agencies are excluded from the annual grants program. However, they are eligible to seek funding from the Fund for specific initiatives eg. Learn to Ride centres, Safe System Performance Review etc.*

*The Fund's Advisory Board may recommend that the Minister agree to total grant funding of more than \$400,000 if a large number of high quality applications are received in any given year. The Advisory Board comprises eight members who are appointed by the Minister for Justice, Consumer Affairs and Road Safety. The role of the Advisory Board is to provide advice and recommendations to the Minister about the application of the Fund, including the allocation of an annual grants program.*

### **Funding of other projects and initiatives**

*Following the completion of the annual grants program – the Fund may also be used to sponsor other projects and initiatives using any remaining balance of the Fund. There is no notional cap on the amount which can be spent on other projects and initiatives using the remaining balance of the Fund.*

*Each year the Advisory Board seeks advice from the ACT Road Safety Taskforce about any ACT Government projects or initiatives which could be progressed using the remaining balance of the Fund. The Road Safety Taskforce comprises ACT Government Agencies that have a role in, and contribute to, the delivery of the Territory's road safety strategy.*

*The Taskforce is required to provide the Advisory Board with a business cases or detailed project proposals. The Board then assesses all proposals from the Taskforce and seeks the Minister's agreement to funding any recommended projects using the remaining balance of the Fund.*

### **High level assessment framework**

*The Advisory Board assesses all funding proposals (both community grant applications and other funding proposals) in accordance with the below assessment framework and guiding principles. Funding is considered when:*

- *The proposal is consistent with the purpose of the Fund and terms of reference; and*
- *The proposal falls under one of the current strategic priority areas agreed to by the Advisory Board (note 1); and*
- *Project would contribute to the body of road safety knowledge or support*

road trauma reduction; and  
· Value for money (note 2).

### **Note 1 - Strategic priority areas**

The strategic priority areas for 2017-18 are:

- 1) vulnerable road users;
- 2) speed management;
- 3) impaired driving;
- 4) linking of sustainable transport with road safety; and
- 5) incentive / rewards based approaches to road safety.

### **Note 2 - Value for money**

Value for money can be assessed based on the links between proposed outcomes or projected deliverables, benefit to the community and the amount of funding sought.

### **Guiding principles**

The Advisory Board has regard to a number of guiding principles for all funding proposals which meet the high level assessment framework. Key principles include:

- The purpose of the road safety fund community grants program is to fund programs and initiatives which will improve, or contribute to improving, road safety in the ACT; and
- Grants will generally be for small to medium projects (up to \$50,000); however, the Board may consider one off larger projects (up to \$100,000).

## **Examples of different levels of Whole Person Impairment**

[Juror]  
Mar 23

**Geoff Atkins**  
Mar 23

We will indeed talk about them tomorrow and Sunday. CMTEDD have prepared some specific examples of both WPI and ISV that they can hand out when we get to that topic.

[Juror name], I've not seen these from the NSW regulator. Are you able to point me to the source? A minor point - NSW is on AMA4 and we going with AMA5.

**Geoff Atkins**  
Mar 23

Can't find them but it doesn't matter for now.



## **Addendum to Income Support thread\_CTP\_SRG\_BC comments**

**Geoff Atkins**

Oct 24, 2017

A few clarifications.

In the common law part of schemes (the once-and-for-all lump sums) there is mostly a relatively high limit (2 or 3 times average earnings, or \$2,400 to \$3,600 per week) on the amount of earnings that can be compensated. This was introduced after an up-and-coming movie actor claimed \$50 million for loss of earnings. It is a judgement call where any limit is set, and the limits above apply to a small percentage of accident victims.

For those schemes with no-fault statutory benefits. Firstly, none of them pay 100% of earnings. It is usually 80% - the main reason being to reduce the incentive to stay off. Secondly, they also have caps on the amount per week, generally lower than for common law. I will include specifics in the comparison information, but 1.5 times average earnings (\$1,800 per week) would be in the ballpark. Thirdly the no-fault statutory benefits for loss of earnings mostly have time limits - typically in the 2 to 5 year range; details again in the comparison information.

The point about sick leave (for employed) and personal insurance (for anyone who buys it, especially self employed) is valid, although it does get a bit complicated. These provisions can provide income support quickly, and they are usually repaid by the CTP insurer down the track if the claim is accepted.

[Juror name], these provisions all apply to anybody injured, regardless of who is driving the car.

REQUEST FOR TENDER NO. 2017.29045.110



**ACT**  
Government

**ACTUARIAL SERVICES FOR COSTING ALTERNATIVE INSURANCE SCHEME  
DESIGN MODELS FOR THE ACT'S COMPULSORY  
THIRD PARTY (CTP) INSURANCE SCHEME**

**ON BEHALF OF**

**CHIEF MINISTER'S TREASURY AND ECONOMIC DEVELOPMENT  
DIRECTORATE**

**PROCUREMENT AND CAPITAL WORKS**

**TELEPHONE: 61 02 6205 9797**

**EMAIL: [tendersACT@act.gov.au](mailto:tendersACT@act.gov.au)**

**ISSUE DATE: 9 JUNE 2017**

**CLOSING DATE: 29 JUNE 2017**

**CLOSING TIME: 2:00PM CANBERRA TIME**

**IMPORTANT NOTICE:  
TENDERS MUST BE LODGED ELECTRONICALLY THROUGH TENDERS ACT**

**[www.tenders.act.gov.au](http://www.tenders.act.gov.au)**

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## 1. STANDARD CONDITIONS OF TENDER

- 1.1.1. Tenderers must read this Request for Tender (RFT) in conjunction with the *Standard Conditions of Tender – Services* located at **Attachment 1** to this RFT.
- 1.1.2. Any Special Conditions of Tender applying to this RFT are set out at **Section 6** of this RFT. Special Conditions take precedence over Standard Conditions of Tender to the extent of any inconsistency.

## 2. TENDERS ACT

- 2.1.1. Tenders ACT is the ACT Government's procurement information system. Access to and use of Tenders ACT is subject to the acceptance of the Terms of Use located on Tenders ACT ([www.tenders.act.gov.au](http://www.tenders.act.gov.au)).
- 2.1.2. All queries and requests for technical or operational support should be directed to:  
  
Tenders ACT Team  
Telephone: 02 6207 7377  
  
International: +61 2 6207 7377  
Email: [tendersACT@act.gov.au](mailto:tendersACT@act.gov.au)
- 2.1.3. The Tenders ACT Team is available between 9 am and 5 pm ACT local time, Monday to Friday (excluding ACT and national public holidays).
- 2.1.4. All Tenders must be lodged electronically, in accordance with **Section 8** of this RFT, through Tenders ACT.

## 3. STATEMENT OF REQUIREMENTS

### 3.1 Objective

- 3.1.1. The Financial Framework Management and Insurance Branch (FFMI) of the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) is seeking a qualified and suitably experienced Actuarial service provider for the provision of services to model the cost of a number of alternative scheme designs for the Australian Capital Territory's (ACT) Compulsory Third-Party (CTP) Insurance Scheme.

### 3.2 Background

#### **Structure and coverage of existing ACT CTP Scheme**

- 3.2.1. The ACT has a privately underwritten CTP scheme and there are currently four private insurers licensed under the scheme.

- 3.2.2. The relevant legislation is the Road Transport (Third-Party Insurance) Act 2008 ("the CTP Act"), the Road Transport (Third-Party Insurance) Regulation 2008 and subordinate legislative instruments.
- 3.2.3. The scheme is an at-fault scheme. It is essentially a pure common law scheme with no thresholds or caps in the level of benefits provided.
- 3.2.4. The CTP scheme provides access to a range of common law benefits. When a person is injured in a motor accident that was someone else's fault, the person may claim common law damages in regard to:
- treatment and care costs – compensates for past and estimated future costs of the treatment and care needed as a result of the injuries (note that for the catastrophically injured, lifetime treatment and care costs are covered on an ongoing basis under the *Lifetime Care and Support (LTCS) Scheme*, introduced in 2014);
  - economic loss – compensates for past and estimated future financial loss, which can include lost wages if the injured person can't work; and
  - non-economic loss (general damages) – compensates for things like pain and suffering.

#### **Premium Determination**

- 3.2.5. The CTP Act provides that CTP insurers are only permitted to charge a premium approved by the CTP regulator. The ACT premium guidelines do not impose any caps on possible premiums. Premiums are on a community rating basis and there is no bonus-malus arrangement in our framework.
- 3.2.6. A premium filing assessment considers claims frequency, claim size, investment returns, administrative expenses, legal expenses and insurer profit – generally elements that serve to make up the overall cost of service for an insurer participating in the ACT CTP market.

#### **Personal Injury Register (PIR)**

- 3.2.7. The ACT Personal Injury Register (PIR) is the claims register of all motor accidents occurring in the Territory.
- 3.2.8. The PIR is primarily designed to:
- maintain a current register of all claims lodged for personal injury following motor vehicle accidents;
  - provide data for reporting, monitoring and actuarial requirements;
  - allow insurers access to data in relation to all registered claims; and
  - assist in the detection of fraud.

3.2.9. The data maintained in the PIR is up to date and accurately reports information for insurers and the Nominal Defendant (ND) using definitions which are standard across the industry. For example, the Abbreviated Injury Scale (AIS) 2005 is used to code injuries in the PIR.

3.2.10. The PIR provides unit record files for the use of the actuary, which can be accessed for individual CTP insurers, or for the industry as a whole.

3.2.11. The Records captured are:

1. Accident Record
  - *Details about the accident*
2. Vehicle Record
  - *Details of vehicles involved in the accident*
3. Person Record
  - *Details of parties involved in the accident*
4. Claim Record
  - *Details of claims lodged by injured parties*
5. Intimated Claims Record
  - *Details of intimated claims*
6. Injury Record
  - *Details of injuries for each claim, using the Abbreviated Injury Scale (AIS) injury Codes*

3.2.12. The Payment Records captured are:

1. Claim reference information and totals (by heads of damage including economic loss, non-economic loss, medical treatment, legal and investigation costs)
2. Individual transaction data
3. Negative adjustments to payment data previously supplied

3.2.13. The PIR can be interrogated. The PIR does not contain whole person impairment data.<sup>1</sup>

### 3.3 Vehicle Registration data

3.3.1. Vehicle registration data is available including the number of vehicles registered in the ACT by registration class (e.g. passenger vehicle).

<sup>1</sup> *Whole person impairment* is the term used by the American Medical Association Guides to the Evaluation of Permanent Impairment. It is defined as the “percentages that estimate the impact of the impairment on the individual’s overall ability to perform activities of daily living, excluding work.”

### 3.4 Conflicts of Interest

- 3.4.1. The successful Tenderer will declare all conflicts of interest and demonstrate the ability to manage conflicts of interest appropriately.
- 3.4.2. The successful Tenderer will ensure that each person engaged in performance of the Services executes a deed of confidentiality in a form prescribed by the Territory to not access, use, disclose or retain information except in performing their duties of employment or contractual obligations.
- 3.4.3. All persons engaged in the performance of the Services is informed that failure to comply with this undertaking may be a criminal offence and may also lead to the successful Tenderer taking disciplinary action against the person.

### 3.5 Scope of work required

- 3.5.1. The Supplier will cost various CTP insurance scheme designs, modelled on a variety of scenarios provided by CMTEDD. It is anticipated that the modelling will commence on 1 July 2017 and will occur for short periods over 18 months. The required services are likely to include:
1. Policy discussion phase: Early in the contract term, modelling several scenarios to provide relative cost and premium ranges (rather than specific costs) for passenger vehicle class only. These might be based on the CTP scheme designs of other jurisdictions, including hybrid no-fault schemes (due no later than 30 September 2017).
  2. Policy decision phase: Later in the contract term, modelling one or more specific scenarios to provide indicative whole of scheme costs and estimated premiums (anticipated to be required in the second quarter of 2018, with up to four weeks to undertake the modelling).
  3. Any other ad hoc modelling requests from CMTEDD.
- 3.5.2. The type of modelling required (relative cost ranges or estimated costs) will be specified when the scenarios are provided to the successful Tenderer.
- 3.5.3. Modelling must take into account ACT conditions including claim frequency and claim size; economic assumptions such as AWE and WPI and inflation; Lifetime Care and Support Scheme impact; and the variation in the risk of different vehicle types causing personal injuries. The modelling methodology should be appropriate and proportionate to the size of the risk pool.
- 3.5.4. The assumptions used for the discussion phase modelling will need to be included in the report. This might include:
1. Number of estimated claims per year in a no-fault or hybrid no-fault scheme.



2. Indicative numbers of claims per year by WPI or ranges of WPI (e.g. 0-10%, 10-20%, 20-30%).
3. Payment periods for treatment and care payments (e.g. x% of claimants who stop needing treatment and care after 1 year, x% stop after 2 years), by WPI if possible to establish a pattern by injury severity (e.g. WPI 0 to 10 - payments typically not needed after 3 years; with 40% stopping in year 1, 50% in year 2 and 10% in year 3).
4. Payment periods for wage related payments (e.g. x% of claims stop after 1 year, x% stop after 2 years), by WPI if possible to establish a pattern by injury severity (e.g. WPI 0 to 10 payments typically stop after 3 years with 40% in year 1, 50% in year 2 and 10% in year 3).

3.5.5. The policy decision phase modelling may not go ahead at the total discretion of the Territory.

### 3.6 Reporting

3.6.1. A written report is required that details the actuarial modelling of each of the scheme design scenarios requested by CMTEDD. The report should be suitable for the uninformed reader and include assumptions. It must meet actuarial professional standards.

### 3.7 Key Performance Indicators (KPIs)

The Territory will measure the performance of the successful tenderer using the following KPI's:

- 95% timeliness of work and progress against specified timeframes;
- 100% timeliness of reports received from calculations and reviews;
- 95% quality of reports;
- 95% attendance at scheduled meetings; and
- 95% timeliness of invoices.

3.7.1. The Territory Contract Officer will provide feedback to the Contractor on performance at contract management meetings, or immediately if major breaches of contract occur.

3.7.2. If breaches or performance issues arise, the Contractor will be given a defined timeframe in which the performance shortfall will need to be addressed / rectified.

### 3.8 Quality Requirement

3.8.1. In respect to the services (including deliverables and reporting documentation), the markers of quality – being a grade of excellence – are (as applicable to the nature of the service):

- well presented in respect to content requiring minimal amendments (to document information);
- with minimal errors (spelling, grammar, etc.);
- easily readable and understandable to the uninformed / lightly informed reader;
- appropriately formatted; and
- pitched appropriately to the audience.

#### **4. ASSESSMENT CRITERIA**

##### **4.1 Value for Money**

- 4.1.1. In evaluating Tenders the Territory has as its objective the attainment of best value for money and not necessarily the lowest tendered price.
- 4.1.2. Apart from the conformity with the requirements of this RFT, the Territory will evaluate Tenders in accordance with the criteria outlined below.
- 4.1.3. Tenderers must provide responses to the following Assessment Criteria at **Schedule 1 of Attachment 3 (Returnable Schedules)** to this RFT.

##### **4.2 Local Industry Participation Policy (LIPP)**

- 4.2.1. As part of the assessment of Tenders, Tenderers are to complete, where requested at **Schedule 3 of Attachment 3 (Returnable Schedules)**, an Economic Contribution Test (ECT) or a Local Industry Participation Plan (Local IP Plan).
- 4.2.2. The ECT is required in all responses where the tender value exceeds \$200,000. The Local IP Plan must be submitted instead of the ECT in all responses where the tender value exceeds \$5 million.
- 4.2.3. The ECT or a Local IP Plan comprises a 10% mandatory weighting in the tender evaluation.

## 4.3 Weighted Assessment Criteria

WEIGHTED ASSESSMENT CRITERIA	Weighting (%)
<p><b>(1) Capability, Capacity and Past Performance</b></p> <p>1.1 The Tenderer must include a description of the methodology to be used taking into account what is reasonable for the size of the jurisdiction.</p> <p>1.2 The Tenderer should outline its proposed methodology for providing the required services and include in its methodology how it will take into account the current information gaps including that:</p> <ul style="list-style-type: none"> <li>(a) the ACT CTP regulator does not collect information on the motor accident injuries of people not covered by the current CTP scheme (at-fault and blameless);</li> <li>(b) the ACT CTP regulator does not collect whole person impairment information but may wish to have modelling done that takes into account injury severity based on whole person impairment scales;</li> <li>(c) the ACT CTP Regulator does not collect information on the time between injury and return to work; and</li> <li>(d) the ACT CTP regulator does not collect information on how long after injury a person stops accessing treatment and care for that injury.</li> </ul> <p>1.3 The Tenderer should include:</p> <ul style="list-style-type: none"> <li>(a) an estimation of the number of days required to model one scenario to a relative cost range and the number of days to model subsequent 'like' scenarios (for example both scenarios being for a hybrid no-fault scheme); and</li> <li>(b) an estimation of the number of days required to model one scenario to estimated costs and the number of days to model subsequent 'like' scenarios.</li> </ul> <p>1.4 The Tenderer should:</p> <ul style="list-style-type: none"> <li>(a) describe how it will meet the first milestone of 30 September 2017.</li> <li>(b) advise of its capability to undertake costings quickly if required.</li> <li>(c) demonstrate its experience in providing actuarial reports in relation to similar accident and injury management schemes.</li> </ul>	<p><b>60%</b></p>

<p>1.5 The Tenderer is required to provide details of the implementation management and provision of similar services within the last two years including the names of organisations (minimum of two) for whom such work was undertaken as well as the names of the nominated referees who can attest to the capacity of the Tenderer against each of the criterion.</p> <p>1.6 The Tenderer should provide detailed statements in support of its ability to deliver the required services attesting to:</p> <p>(a) Demonstrated knowledge of the required services;</p> <p>(b) High quality actuarial models and systems in place to ensure high levels of consistency and accuracy when undertaking delivery of services; and</p> <p>(c) The Tenderer's ability to produce high quality, reader-friendly reports consistent with the ACT Government's Web Accessibility Policy and Web Accessibility Standard. Tenderers will be required to provide accessible versions of reports in line with Level AA of the Web Content Accessibility Guidelines version 2.0 (WCAG 2.0).</p> <p>1.7 The Tenderer should provide information that demonstrates a commitment to economic, environmental and social sustainability, for example by adopting socially responsible and ethical practices in sourcing and disposing of office supplies and managing energy usage.</p>	
<p><b>(2) Specified Personnel, Qualifications and Experience</b></p> <p>The Tenderer is required to demonstrate the qualifications and experience of core personnel who will be involved in establishing and overseeing the delivery of the nominated service/s and who will be employed to deliver the services including (where applicable):</p> <p>(a) personnel who will be undertaking the services and an indication of the proportion of work that will be undertaken by each person; and</p> <p>(b) outlining provision of a principal actuary who will be responsible for coordinating and overseeing all advice provided to the Territory.</p>	<b>30%</b>
<p><b>(3) Local Industry Participation</b></p> <p>Tenderers should complete <b>Schedule 3 of Attachment 3</b>.</p>	<b>10%</b>

#### 4.4 Non-weighted Criteria

NON WEIGHTED ASSESSMENT CRITERION
<p><b>Price</b></p> <p>Tenderers are required to complete the Returnable Pricing Schedule.</p>

#### 4.5 Assessment timetable

4.5.1. The proposed timetable for the procurement process relating to this RFT is:

RFT opens	9 June 2017
RFT closes	29 June 2017
Contract awarded	July 2017
Debrief unsuccessful Tenderers	July 2017

### 5. CONTRACT REQUIREMENTS

#### 5.1 Form of Contract

5.1.1. The form of contract expected to be used for the Services required by this RFT is the Territory's Draft *Services Agreement* attached to this RFT at **Attachment 4**. The Territory reserves the right in its total discretion to alter provisions of the contract and the form of contract if an alternative is determined to be more appropriate.

5.1.2. The contract is expected to be for an initial period of 18 months years, with provision for up to two extensions of 6 months. The maximum period of the Agreement will not exceed a term of 2.5 years.

#### 5.2 Insurances

5.2.1. Without limiting the insurance that is required to be held by the successful Tenderer by law (e.g. workers' compensation) or under contract with the Territory, the successful Tenderer will be required to take out and maintain:

- (1) public liability insurance with coverage in the amount of no less than \$20,000,000.00 in respect of each occurrence; and
- (2) professional indemnity insurance with coverage in the amount of \$ \$5,000,000.00 in the annual aggregate

### 6. SPECIAL CONDITIONS OF TENDER

#### 6.1 Pricing and Two-Envelope Tender

6.1.1. Tenderers must complete the pricing schedule at **Schedule 2** of **Attachment 3** to this RFT.

6.1.2. Tendered pricing must be submitted in a single file separate from any non-price information including the Mandatory Criteria, the Weighted Criteria and any executive summaries.

#### 6.2 Quality Assurance Requirements

6.2.1. For the Services to be provided under the ensuing contract, the minimum requirement of the Tenderer and/or its services is one or more of the following quality assurance criteria:

- (1) quality assurance partial certification to ISO 9001:2008;

- (2) professional association accreditation;
- (3) certification by an approved industry association;
- (4) professional qualifications relevant to the task; and/or
- (5) product certification to an Australian Standard or other relevant standard.

6.2.2. The Tenderer must specify the quality assurance criteria applicable to it and/or its services.

6.2.3. A Tender submitted by a Tenderer that cannot demonstrate that the specified quality assurance requirements have been achieved will be non-conforming.

### **6.3 Qualifications, Training and Knowledge**

6.3.1. The successful Tenderer will be required to ensure that all employees are adequately trained and qualified to ensure that all Services are delivered in accordance with the requirements of the contract, and any relevant legislation and Australian Standard.

### **6.4 Work Health and Safety Act 2011**

6.4.1. The successful Tenderer will be required to ensure that its business and all employees operate, in the provision of the Services, in accordance with the *Work Health and Safety Act 2011*.

## **7. TENDERER DECLARATION**

7.1.1. Tenderers must complete and submit with their Tenders the Tenderer Declaration in the form provided at **Schedule 6 of Attachment 3** to this RFT. The Tenderer must be a legal entity and the "ACN" or "ABN" must accurately correlate with the legal entity as it is registered with the Australian Securities and Investments Commission and as registered on Tenders ACT.

7.1.2. Failure to submit the completed Declaration or to supply required information (unless information is specified by a Tenderer to be "Not Applicable") may render a Tender non-conforming.

7.1.3. If a Tenderer is a company, include ACN, and if a partnership or sole proprietor, include the full names of individual members and ABN.

## **8. LODGEMENT OF TENDERS**

### **8.1 Method of Lodgement**

8.1.1. Tenders must be lodged electronically via Tenders ACT.

8.1.2. Tenderers must register on Tenders ACT in order to lodge a Tender.

8.1.3. Tenders must be lodged by the closing time and date identified on the front cover of this RFT.

- 8.1.4. Tendered files must be lodged, as applicable or as otherwise instructed, in the following formats:
- (1) PDF; and/or
  - (2) Microsoft Word; and/or
  - (3) Microsoft Excel; and/or
  - (4) AutoCAD (dwg).
- 8.1.5. Tendered files must be free of viruses, malicious code or other disabling features which may affect Tenders ACT and/or the Territory's ICT environment.
- 8.1.6. To limit any clarification delays upon receipt of Tenders, the Territory recommends only the final version of a Tender submission be uploaded onto Tenders ACT.
- 8.1.7. Tenders ACT will accept up to a maximum of 15 files in any one upload. Each upload must not exceed the size limit of 100 MB per upload. If an upload would otherwise exceed the specified size limit, Tenderers should either:
- (1) transmit the Tender file(s) as a compressed (zip) file not exceeding the size limit; and/or
  - (2) lodge the Tender in multiple uploads ensuring that each upload does not exceed the size limit and clearly identify each upload as part of the Tender.
- 8.1.8. Tenderers should use a structured file naming convention to ensure clear identification of Tendered documents and their contents including the RFT number, a shortened Tenderer name and file description (for example: RFT\_50094\_MYTENDER\_Pricing).
- 8.1.9. Tender file names must not:
- (1) use special characters, including but not limited to \ / : \* ? " < > | . ; and
  - (2) exceed 80 characters in length.
- 8.1.10. Tendered files should:
- (1) be uploaded from a high level directory on the Tenderer's desktop so as to ensure that the total characters for both the file name and file path does not exceed 100 characters;
  - (2) not be selected from a secure or password protected location or from portable media such as, but not limited to, CD, DVD or USB;
  - (3) be zipped (compressed) together for transmission to Tenders ACT.
- 8.1.11. If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers must ensure the transmission of all files is complete before the Closing Time.
- 8.1.12. Tenders must be completely self contained. No hyperlinked or other material may be incorporated by reference.
- 8.1.13. All enquiries in relation to this RFT must be directed in writing to the Tenders ACT Team as detailed on the cover page of this RFT.

## 8.2 Late Tender Responses

- 8.2.1. Any attempt to lodge a submission after the Closing Time will not be permitted by Tenders ACT. Such a submission will be deemed to be a Late Tender. Late Tenders will be treated in accordance with **Section 4.5 of Attachment 1 - Standard Conditions of Tender – Services**. Tenderers wishing to lodge a Late Tender must contact the Tenders ACT Team as detailed on page 1 of this RFT to obtain instructions on how a Late Tender can be lodged.

## 8.3 Lodgement Checklist

- 8.3.1. Below is a list of actions and/or information that Tenderers should review prior to submitting their Tender.

- Sufficient time allowed for the submission of a Tender;
- Tender files clearly titled with the RFT number, Tenderer's name and file description;
- Tenderer has read and understood the *Standard Conditions of Tender - Services* (Refer **Attachment 1**);
- Tenderer has read and understood the Special Conditions of Tender (Refer **Section 6**);
- All Assessment Criteria addressed (Refer **Schedule 1 of Attachment 3**);
- Completed Pricing Schedule and submitted on a file separate from non-pricing information (Refer **Schedule 2 of Attachment 3**);
- ECT or Local IP Plan enclosed (Refer **Schedule 3 of Attachment 3**);
- Completed Confidential Text form (Refer **Schedule 4 of Attachment 3**);
- Draft Agreement reviewed and items for negotiation identified, if applicable (Refer **Schedule 5 of Attachment 3**);
- Completed and signed Tenderer Declaration (Refer **Schedule 6 of Attachment 3**);
- Insurance cover (including workers compensation) to the value requested by the Territory (copy of current certificates to be supplied) (see **Section 5.2**).



**ATTACHMENT 1 – STANDARD CONDITIONS OF TENDER - SERVICES**

Refer to separate RFT file document (RFT 2017.29045.110 Attachment 1 – *Standard Conditions of Tender - Services*).

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**ATTACHMENT 2 – STATEMENT OF REQUIREMENTS**

“Not used, see clause 3 – Statement of Requirements”

**ATTACHMENT 3 – RETURNABLE SCHEDULES**

Refer to separate RFT file document (RFT 2017.29045.110 Attachment 3 – Returnable Schedules).

**ATTACHMENT 4 – DRAFT SERVICES AGREEMENT**

Refer to separate RFT file document (RFT 2017.29045.110 Attachment 4 – Draft Services Agreement).

**ATTACHMENT 1**

**REQUEST FOR TENDER NO. 2017.29045.110**



**ACT**  
Government

**ACTUARIAL SERVICES FOR COSTING ALTERNATIVE INSURANCE  
SCHEME DESIGN MODELS FOR THE ACT'S COMPULSORY THIRD  
PARTY (CTP) INSURANCE SCHEME**

**ON BEHALF OF**

**CHIEF MINISTER'S TREASURY AND ECONOMIC DEVELOPMENT  
DIRECTORATE**

**STANDARD CONDITIONS OF TENDER - SERVICES**

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## 1. CONDITIONS OF TENDER

- 1.1. These Standard Conditions of Tender must be read in conjunction with the Request for Tender (RFT) that refers to these Standard Conditions and the Terms of Use available on Tenders ACT. They apply subject to any special conditions of tender set out in the RFT.
- 1.2. Tenders must be lodged electronically in accordance with the RFT through Tenders ACT.
- 1.3. In submitting a Tender, the Tenderer acknowledges that it:
  - (a) has examined the RFT, and any other information, including all addenda issued;
  - (b) has examined all information relevant to the risks, contingencies, and other circumstances having an effect on the Tender;
  - (c) has made and relied upon its own enquiries as it considers appropriate to address the Assessment Criteria; and
  - (d) is satisfied as to the correctness and sufficiency of the Tender, including the price or rates specified.
- 1.4. Tenders must remain open for at least 90 days from the date and time of closing of Tenders to enable the evaluation of Tenders by the Territory.
- 1.5. Neither the RFT nor the Tender gives rise to any contractual obligations between the Territory and the Tenderer.

## 2. DISCLAIMER

- 2.1. The RFT may contain information that may be described as data, documents, and images, prepared by Territory agencies. While that information has been formulated with care, the Territory does not warrant or represent that it is free from misdescription, error or omission.
- 2.2. The Territory is in no way liable for the inaccuracy of any information printed or stored by a Tenderer (or other user) after downloading an electronic copy from Tenders ACT. A Tenderer (or other user) who utilises an automatic language translation service in connection with the RFT does so at its own risk.
- 2.3. If sufficient information is not available, or a prospective tenderer requires clarification of any information in relation to the RFT, the prospective tenderer is invited to write to the Tenders ACT Team at [tendersACT@act.gov.au](mailto:tendersACT@act.gov.au).
- 2.4. The Territory will not be liable to the Tenderer on the basis of any promissory estoppel, contractual, quasi contractual or restitutionary grounds whatsoever arising as a consequence of any matter relating or incidental to a Tenderer's participation in this RFT process including instances where:
  - (a) the Tenderer is not invited to participate in any subsequent process following completion of this RFT process;
  - (b) the Territory varies or terminates the RFT process; or
  - (c) the Territory decides not to contract for all or any of the requirements.

### 3. TERMINOLOGY

3.1. The RFT and these Standard Conditions will use some terms that will have a particular meaning. Unless otherwise stated in an RFT or within the Tenders ACT Terms of Use (including in any Special Conditions of Tender), the following meanings apply to terms.

<b>Assessment Criteria:</b>	the criteria by which a Tender will be evaluated, set out in the RFT.
<b>Declaration:</b>	the prescribed form of declaration set out in the RFT.
<b>IRE (Industrial Relations and Employment) Certificate:</b>	has the same meaning as in the IRE Strategy.
<b>IRE Strategy:</b>	means the Territory's Compliance with IRE Obligations Strategy for ACT Government Capital Works Projects as amended from time to time and any substituted policy or strategy of the Territory.
<b>RFT (Request for Tender):</b>	a Request for Tender issued by Procurement and Capital Works, describing the Services, Statement of Requirements, Assessment Criteria and other Conditions of Tender.
<b>Services:</b>	the Services sought to be provided in an RFT.
<b>Special Conditions:</b>	conditions specific to an RFT which are set out in the RFT. Special Conditions take precedence over Standard Conditions of Tender to the extent of any inconsistency.
<b>Standard Conditions:</b>	conditions that apply to all RFTs.
<b>SOR (Statement of Requirements):</b>	details the Services being sought by the Territory as set out in an RFT.
<b>Tender:</b>	a Tender lodged by a Tenderer in response to an RFT.
<b>Tenderer:</b>	the legal entity (eg a company or an individual) that submits a Tender.
<b>Territory:</b>	(a) when used in geographical sense, the Australian Capital Territory, and (b) when used in any other sense, the body politic established by <b>Section 7</b> of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth).

### 4. LODGEMENT OF TENDERS

#### 4.1. Electronic Lodgement

- (a) Tenders must be lodged electronically via Tenders ACT before the closing time in accordance with the lodgement procedures set out in the RFT.
- (b) Where there is any inconsistency between these lodgement procedures and those set out in the RFT documentation, the RFT documentation will prevail.



#### 4.2. Tender Closing Time

- (a) A Tender must be lodged before the Closing Time identified on the front page of the RFT.
- (b) The judgement of the Territory as to the time a Tender has been lodged will be final.
- (c) The Territory may extend the Closing Time at its sole and absolute discretion, and will issue an addendum in accordance with **Section 8** of these Standard Conditions of Tender notifying any decision to extend.

#### 4.3. Preparing to Lodge a Tender Response

- (a) The Tenderer warrants that, when it lodges its Tender electronically, it has taken reasonable steps to ensure that the electronic files lodged are free of viruses, malicious code or other disabling features which may affect Tenders ACT and/or the Territory's ICT environment. Any Tender found to contain viruses, malicious code or other disabling features will be excluded from the evaluation process.
- (b) Tenderers must lodge their Tenders in accordance with the requirements set out in these Standard Conditions of Tender, Tenders ACT's Terms of Use and the RFT documentation for file format/s, naming conventions and file sizes. Failure to comply with any of these requirements may exclude a submission from the evaluation process.
- (c) For Tender file name/s, Tenderers must not:
  - (i) use special characters, including but not limited to \ / : \* ? " < > | . ; and
  - (ii) create a file name that exceeds 80 characters.
- (d) Tender files should:
  - (i) be uploaded from a high level directory on the Tenderer's desktop so as to ensure that the total characters for both the file name and file path does not exceed 100 characters;
  - (ii) not be selected from a secure or password protected location, or from portable media such as, but not limited to, CD, DVD or USB; and
  - (iii) be zipped (compressed) together for transmission to Tenders ACT.
- (e) To limit any clarification delays upon receipt of Tenders, the Territory recommends only the final version of a Tender submission be uploaded onto Tenders ACT.
- (f) Tenders ACT will accept up to a maximum of 15 files in any one upload of a Tender. Each upload must not exceed the size limit of 100 MB per upload. If an upload would otherwise exceed the specified size limit, the Tenderer should either:
  - (i) transmit the Tender file(s) as a compressed (zip) file not exceeding the size limit; and/or
  - (ii) lodge the Tender in multiple uploads ensuring that each upload does not exceed the size limit and clearly identify each upload as part of the submission.
- (g) If a Tender consists of multiple uploads, due to the number of files or file size, Tenderers must ensure that transmission of all files is completed before the Closing Time.

- (h) Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference. All supporting material that is not directly related to the RFT should be provided in accordance with the requirements as detailed in the RFT documentation.
- (i) Tenders lodged through Tenders ACT will be deemed to be authorised by the Tenderer.

#### 4.4. Lodgement Process Guidance

- (a) Before lodging a submission, it is strongly recommended that Tenderers:
  - (i) ensure their technology platform meets the minimum requirements identified, if any, on Tenders ACT;
  - (ii) ensure their internet connection is working correctly and in the case of wireless internet connection that the signal is strong and stable;
  - (iii) refer to Tenders ACT User Manual, if required, on uploading a submission;
  - (iv) take all steps to ensure that the submission is free from anything that might reasonably affect useability or the security or operation of Tenders ACT and/or the Territory's ICT environment;
  - (v) ensure that the submission does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by the Territory; and
  - (vi) ensure that the submission complies with all file type, format, naming conventions, size limitations or other requirements specified within the RFT documentation.
- (b) Tenderers should allow sufficient time for lodgement, including time that may be required for any problem analysis and resolution prior to the Closing Time.
- (c) Tenderers should be aware that holding the "Submit Electronic Response" page open in the web browser will not hold the electronic tender box open beyond the Closing Time. Unless advised otherwise in the RFT document, submissions cannot be lodged on Tenders ACT after the Closing Time.
- (d) If Tenderers have any problem in accessing Tenders ACT or uploading a Tender they must contact the Tenders ACT Team prior to the Closing Time for technical and operational assistance.

#### 4.5. Late Tender Responses

- (a) Any attempt to lodge a Tender after the Closing Time will not be permitted by Tenders ACT. Such a Tender will be deemed to be a Late Tender. Tenderers wishing to lodge a Late Tender must contact the Tenders ACT Team to obtain instructions on how a Late Tender can be lodged.
- (b) Late Tenders will be registered separately and may be admitted to evaluation at the absolute discretion of the Territory. In deciding whether to admit a Late Tender to evaluation, factors that may be considered include:
  - (i) whether the Tenderer is likely to have had an opportunity to obtain some unfair advantage from late submission of the Tender;
  - (ii) how late the Tender is, the reasons and evidence given for lateness;
  - (iii) whether the Tender was mishandled by the Territory; and

- (iv) evidence of unfair practices.
- (c) The Territory may investigate the reasons provided for lateness. The investigation process may include reviewing the system's audit trail to identify if the Tenderer attempted to lodge the Tender prior to the Closing Time and if assistance was sought from the Tenders ACT Team.
- (d) Where the lodgement of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file/s has completed successfully, as confirmed by Tenders ACT logs, the Tender will not be deemed to be a Late Tender. Such a Tender will be identified by the Territory as having commenced transmission prior to, but completed lodgement after, Closing Time.
- (e) Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and the **Clause (d)** above will only apply to the final upload.
- (f) Late Tenders or incomplete Tenders; including those with electronic files that cannot be read or decrypted, Tenders which the Territory believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of Tenders ACT and/or the Territory's ICT environment, may be excluded from the evaluation process.
- (g) If Tenderers have any problem in accessing Tenders ACT or uploading a submission they must contact the Tenders ACT Team prior to the Closing Time for technical and operational assistance.

#### **4.6. Proof of Lodgement**

- (a) When a lodgement has successfully been completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the Tender was received by Tenders ACT and will be conclusive evidence of successful lodgement of a Tender. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the Tender will also be automatically dispatched to the email address registered with Tenders ACT.
- (b) Failure to receive a receipt means that lodgement has not completed successfully. Where no receipt has been issued by Tenders ACT, the attempted lodgement will be deemed to have been unsuccessful. In these circumstances, Tenderers should lodge Tenders again.
- (c) The protocols relating to Late Tenders will apply (see **Clause 4.5**) in the case of Tenders being lodged again.

### **5. FURTHER INFORMATION, CLARIFICATION AND ENQUIRIES**

- 5.1. Despite any other requirement of the RFT, the Tenderer must, if so required, submit additional information to allow full consideration of the Tender. There is no obligation on the part of the Territory to seek clarifying or any other information.
- 5.2. By tendering in response to the RFT, the Tenderer:
  - (a) authorises the Territory to:
    - (i) seek further information and enquire into the Tenderer's financial status and viability, and

- (ii) obtain from any Territory, State or Commonwealth government agency, information including information about the Tenderer's performance during any previous or current contracts for services similar to those sought in the RFT;
  - (b) acknowledges that the provision and receipt of information by the Territory to any other Territory, State or Commonwealth government agency for the purpose stated in clause a (i) above is a communication in circumstances of qualified privilege and the Tenderer shall have no claim against the Territory, in defamation or otherwise, in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication;
  - (c) warrants that no other person's or organisation's moral or intellectual property rights will be breached in the Territory's use of the Tender for the purpose of the RFT or in any agreement that may be entered into by the Territory with a preferred Tenderer; and
  - (d) will, if an Act or Regulation requires that a person be registered or licensed to carry out the Services include in its Tender evidence of registration or licensing. The Territory may seek information from sources, including regulatory and law enforcement bodies, relevant to whether the Tenderer is relevantly registered or licensed to perform the Services
- 5.3. Tenderers in doubt as to the true meaning of any part of the RFT are requested to notify the Tenders ACT Team to obtain clarification of the RFT. Any response by the Territory will be in writing and may, if of general application, be issued as an addendum to the RFT. The Territory will not be responsible for any other interpretation.

## **6. NON-CONFORMING TENDERS**

### **6.1. A Tender that:**

- (a) is at variance with or does not respond to or does not fully comply with any requirement of the RFT; or
- (b) is incomplete, cannot be read or decrypted; or
- (c) potentially contains any virus, malicious code or anything else that might compromise the integrity or security of Tenders ACT and/or the Territory's ICT environment

may be deemed to be non-conforming.

### **6.2. The Territory may at its absolute discretion, in respect of a Tender that is non-conforming or which has been deemed by the Territory to be non-conforming having regard to any Conditions of Tender:**

- (a) reject and not further consider the Tender;
- (b) ignore any non-conformance in the Tender and assess the Tenders against the Assessment Criteria; or
- (c) if it is possible to correct the non-conformance without affecting the probity of the Tender process, permit the Tenderer to do so.

## **7. ONLINE FORUM**

- 7.1. Tenders ACT features an online forum that enables Tenderers to seek clarification about a Tender. The forum can only be accessed if a Tender has been downloaded. Posts made to

the forum will not be immediately displayed to enable the Territory to review the clarification question and to develop a response.

- 7.2. The Territory may choose to:
- (a) not publish a request for clarification on the forum and instead issue an addenda; or
  - (b) publish the clarification question and a response on the forum, without issuing an addenda; or
  - (c) at its discretion, not publish the clarification question.
- 7.3. The forum will not display details about the source of any requests for clarification.
- 7.4. The Territory accepts no responsibility if a Tenderer fails to become aware of any information posted on the forum which would have been apparent from a visit to the relevant RFT page on Tenders ACT.

## **8. ADDENDA**

- 8.1. Tenderers who have downloaded RFT documentation will be notified by Tenders ACT via email of any addenda relating to the RFT documentation.
- 8.2. In the event that the Territory amends an RFT or the conditions of tender, it will make reasonable efforts to inform Tenderers who have downloaded the RFT, in accordance with this **Clause 8**. All information and notices relating to RFTs (including amendments to RFT's or Conditions of Tender) will be posted on the relevant RFT page on Tenders ACT as an addendum.
- 8.3. The Territory accepts no responsibility if a Tenderer fails to become aware of any addendum notice which would have been apparent from a visit to the relevant RFT page on Tenders ACT.

## **9. OWNERSHIP OF TENDERS**

- 9.1. All Tenders submitted in accordance with the RFT become the property of the Territory, which may use each Tender for Tender assessment purposes.
- 9.2. A Tenderer:
- (a) retains intellectual property rights in their Tenders, subject to any other person's rights;
  - (b) authorises the Territory to communicate, reproduce, use or supply the content of their Tenders for any purpose in respect of the assessment of their Tenders; and
  - (c) must specify in their Tenders if any intellectual property or moral rights vest in an entity or a person other than the Tenderer, naming the entity or person, and indicating to what extent the authorisation in paragraph (b) may be limited.

## **10. SELECTION OF PREFERRED TENDER**

- 10.1. The Territory is under no obligation to select any Tender. The Tender process may be varied or discontinued upon the Territory giving written notice to Tenderers.
- 10.2. Upon conclusion of the evaluation process, the Territory may select a preferred Tenderer and then:
  - (a) commence contract negotiations with the preferred Tenderer with a view to concluding those negotiations within a prescribed period of time; or
  - (b) negotiate with another Tenderer if contract negotiations with the preferred Tenderer are not concluded within the time specified to the preferred Tenderer; or
  - (c) cease negotiations with any Tenderer.
- 10.3. No legal obligations arise until the Territory has executed a contract substantially in the form of the Draft Services Agreement attached to the RFT.
- 10.4. The Territory will invite unsuccessful Tenderers to attend a debriefing.

## **11. PRICE BASIS, ENGLISH LANGUAGE AND METRIC UNITS**

- 11.1. Prices must be in Australian dollars and include GST.
- 11.2. Tenders and all communications with the Territory must be in the English language.
- 11.3. All dimensions and units on plans and drawings and all references to measurements must be in metric units.

## **12. CONFIDENTIAL TEXT AND DISCLOSURE**

- 12.1. Tenderers must specify in writing any information they believe is confidential in relation to their Tender or which they may wish to be treated as confidential in any contract. Tenderers should seek their own legal advice as to the implication for them of the notifiable contracts provisions of the *Government Procurement Act 2001*.
- 12.2. Tenderers should be aware that the Territory may be required to disclose information, either under the *Freedom of Information Act 1989* or by the responsible Minister in the Legislative Assembly.

## **13. COSTS OF TENDERING**

- 13.1. The Territory will make no payment to a Tenderer:
  - (a) for any costs, losses or expenses incurred by a Tenderer in preparing its Tender or any alternative Tender; or
  - (b) in respect of any discussions, negotiations, enquires or requests for details or information made by or on behalf of the Territory after the submission of Tenders; or
  - (c) for any work undertaken by any Tenderer after its Tender is submitted including work requested by the Territory in accordance with any provision of the RFT.

#### **14. CONFLICTS OF INTEREST AND COLLUSION**

- 14.1. A Tenderer with a conflict of interest shall disclose the conflict of interest to the Territory at the time of lodgement of the Tender or if the conflict of interest or a risk of a conflict of interest arises after lodgement of the Tender and prior to the completion of the Tender process, immediately disclose that conflict of interest to the Territory.
- 14.2. In submitting a Tender, the Tenderer warrants that:
- (a) the Tenderer has no knowledge of the Tender price, including rates, of any other Tenderer for the Services;
  - (b) except as disclosed in its Tender, the Tender has not been prepared with any consultation, communication, contract, arrangement or understanding with any competitor; and
  - (c) the Tenderer has not otherwise engaged in any collusion, anti-competitive conduct or any other similar conduct in relation to the preparation of their Tender.
- 14.3. At the sole discretion of the Territory, contravention of this provision may result in the Tenderer's Tender being deemed to be non-conforming.

#### **15. INSURANCE**

- 15.1. In addition to all insurance which a Tenderer may be required by law to effect (eg workers' compensation), a successful Tenderer will be required to take out:
- (a) professional indemnity insurance in the amount specified in the RFT;
  - (b) public liability insurance in the amount specified in the RFT; and/or
  - (c) such other insurances and such other amounts as may be set out in any Special Condition of the RFT.
- 15.2. A preferred Tenderer may be required to produce evidence of insurances before a contract is signed.

#### **16. PROPRIETARY NAMES**

- 16.1. When proprietary names, brands, catalogues or reference numbers are specified in the RFT, they are intended to set a minimum standard, and preference for any particular material or equipment is not intended. The Tenderer may offer material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

#### **17. SUSTAINABILITY, WASTE REDUCTION AND GREENHOUSE POLICIES**

- 17.1. The Territory is committed to considering environmental issues in the performance of its activities. To this end the following policies and strategies are to be noted by Tenderers:
- (a) *People, Place and Prosperity: A Policy for Sustainability in the ACT* - outlines a set of principles that clarify the concept of sustainability. These principles include using resources prudently and taking all costs and benefits into account;
  - (b) *ACT Waste Management Strategy 2011-2025: Towards a Sustainable Canberra* – establishes a framework for sustainable resource management and lists broad actions which are needed to achieve the aim of a waste-free society; and

- (c) *Weathering the Change – The ACT Climate Change Strategy 2007-2025* – provides an overview of climate change science, the predicted impacts on the ACT and the Government’s approach for responding to climate change.

- 17.2. The first of these policies can be downloaded from the Chief Minister and Cabinet Directorate website at <http://www.cmd.act.gov.au/policystrategic/sustainability>. To download the remaining two policies see the Environment and Sustainable Development Directorate web site at <http://www.environment.act.gov.au>.

## **18. ALTERNATIVE TENDERS**

- 18.1. A Tender must be submitted strictly in accordance with the RFT.
- 18.2. The Tenderer may submit alternative Tenders for consideration, but must also submit a Tender which conforms in all aspects with the RFT to be eligible for consideration.
- 18.3. Where an alternative Tender is submitted, the Tenderer must include a fully detailed description of the alternative Tender and must state clearly the manner in which it differs from the requirements of the RFT.

## **19. AFFIRMATIVE ACTION**

- 19.1. The Territory will not enter into a contract with a contractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012 (Cth)* (“the Gender Act”). Information about the Gender Act may be obtained from the Workplace Gender Equality Agency. Refer to: <http://www.wgea.gov.au>.

## **20. NO GUARANTEE OF BUSINESS**

- 20.1. The Territory does not guarantee, warrant or otherwise represent that any business or any minimum volume of Services or value of business will be contracted, earned or received by the preferred Tenderer.

## **21. EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES**

- 21.1. By Tendering in response to this RFT, the Tenderer authorises the Territory to obtain from any ACT Government department or agency, or any other government department or agency, information including, but not limited to, information about the Tenderer’s performance during any previous or current contracts for Services similar to those sought in the RFT.
- 21.2. The provision of information by the Territory to any ACT or other Government department or agency is acknowledged by the Tenderer to be a communication in circumstances of qualified privilege and the Tenderer shall have no claim against the Territory, in defamation or otherwise, in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication.



**22. VARIATION AND TERMINATION OF THE RFT**

22.1. The Territory may, at its absolute discretion:

- (a) amend the RFT, including by extending the closing time, or amending the draft contract or the Territory's requirements by giving written notice to Tenderers (where possible) and advertising the changes on Tenders ACT;
- (b) vary the RFT process;
- (c) suspend, terminate or abandon the RFT process in whole or in part where in the opinion of the Territory:
  - (i) that is in the public interest;
  - (ii) no Tenderer meets the minimum Statement of Requirements or format requirements (if any);
  - (iii) no Tenderer is fully capable of complying with and undertaking the Contract; or
  - (iv) no Tender represents value for money.

**ATTACHMENT 3**

**REQUEST FOR TENDER NO. 2017.29045.110**



**ACTUARIAL SERVICES FOR COSTING ALTERNATIVE INSURANCE SCHEME  
DESIGN MODELS FOR THE ACT'S COMPULSORY  
THIRD PARTY (CTP) INSURANCE SCHEME**

**ON BEHALF OF**

**CHIEF MINISTER'S TREASURY AND ECONOMIC DEVELOPMENT  
DIRECTORATE**

**RETURNABLE SCHEDULES**

**TENDERER NAME: \_\_\_\_\_**

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## SCHEDULE 1 – WEIGHTED ASSESSMENT CRITERIA

In the tables below, Tenderers are required to provide a response to all the assessment criteria published in the RFT (Refer **Section 4** of the RFT).

In addition to technical assessable criteria all tenders conducted by the Territory must include an assessable criterion that demonstrates a Tenderer's contribution to the Canberra Region. This will be assessed by either an Economic Contribution Test (ECT) or a Local Industry Participation Plan (Local IP Plan) at Schedule 3 of the Returnable Schedules. Tenderers must submit Schedule 3 as part of their response.

### 1. Weighted Assessment Criteria

<b>CRITERION NO. 1</b>	
<b>Capability, Capacity and Past Performance</b>	<b>60%</b>
<p>1.1 The Tenderer must include a description of the methodology to be used taking into account what is reasonable for the size of the jurisdiction.</p>	
<p>1.2 The Tenderer should outline its proposed methodology for providing the required services and include in its methodology how it will take into account the current information gaps including that:</p> <ul style="list-style-type: none"> <li>(a) the ACT CTP regulator does not collect information on the motor accident injuries of people not covered by the current CTP scheme (at-fault and blameless);</li> <li>(b) the ACT CTP regulator does not collect whole person impairment information but may wish to have modelling done that takes into account injury severity based on whole person impairment scales;</li> <li>(c) the ACT CTP Regulator does not collect information on the time between injury and return to work; and</li> <li>(d) the ACT CTP regulator does not collect information on how long after injury a person stops accessing treatment and care for that injury.</li> </ul>	
<p>1.3 The Tenderer should include:</p> <ul style="list-style-type: none"> <li>(a) an estimation of the number of days required to model one scenario to a relative cost range and the number of days to model subsequent 'like' scenarios (for example both scenarios being for a hybrid no-fault scheme); and</li> <li>(b) an estimation of the number of days required to model one scenario to estimated costs and the number of days to model subsequent 'like' scenarios.</li> </ul>	
<p>1.4 The Tenderer should:</p> <ul style="list-style-type: none"> <li>(a) describe how it will meet the first milestone of 30 September 2017.</li> </ul>	

- (b) advise of its capability to undertake costings quickly if required.
- (c) demonstrate its experience in providing actuarial reports in relation to similar accident and injury management schemes.

1.5 The Tenderer is required to provide details of the implementation management and provision of similar services within the last two years including the names of organisations (minimum of two) for whom such work was undertaken as well as the names of the nominated referees who can attest to the capacity of the Tenderer against each of the criterion.

1.6 The Tenderer should provide detailed statements in support of its ability to deliver the required services attesting to:

- (a) Demonstrated knowledge of the required services;
- (b) High quality actuarial models and systems in place to ensure high levels of consistency and accuracy when undertaking delivery of services; and
- (c) The Tenderer's ability to produce high quality, reader-friendly reports consistent with the ACT Government's Web Accessibility Policy and Web Accessibility Standard. Tenderers will be required to provide accessible versions of reports in line with Level AA of the Web Content Accessibility Guidelines version 2.0 (WCAG 2.0).

1.7 The Tenderer should provide information that demonstrates a commitment to economic, environmental and social sustainability, for example by adopting socially responsible and ethical practices in sourcing and disposing of office supplies and managing energy usage.

#### **TENDERER'S RESPONSE**

[Tenderer to insert response text here]

#### **CRITERION NO. 2**

##### **Specified Personnel, Qualifications and Experience**

**30%**

The Tenderer is required to demonstrate the qualifications and experience of core personnel who will be involved in establishing and overseeing the delivery of the nominated service/s and who will be employed to deliver the services including (where applicable):

- (a) personnel who will be undertaking the services and an indication of the proportion of work that will be undertaken by each person; and

outlining provision of a principal actuary who will be responsible for co-ordinating and overseeing all advice provided to the Territory.

#### **TENDERER'S RESPONSE**

[Tenderer to insert response text here]

<b>CRITERION NO. 3</b>	
<b>Local Industry Participation</b>	<b>10%</b>
Completed ECT / Local IP Plan – please complete <b>Schedule 3</b>	
For this procurement the below sub-weighting has been assigned to the four LIPP categories as a best fit for this procurement.	
Regional Employment	2.5%
Local Suppliers	2.5%
Regional Skills Development	2.5%
Regional Investment	2.5%

## 2. Non Weighted Criteria

<b>CRITERION NO. 1</b>
<b>Price</b>
Tenderers are required to complete the Returnable Pricing <b>Schedule 2</b> .

**SCHEDULE 2 – PRICING SCHEDULE****Table 1 – Specified Personnel**

The Tenderer should provide details of the specified personnel (including position) and the daily and hourly rates in **Table 1**.

<b>Specified Personnel Name / Position</b>	<b>Daily Rate (GST inclusive)</b>	<b>Hourly Rate (GST inclusive)</b>
Partner (or equivalent)	\$	\$
Principal Consultant (or equivalent)	\$	\$
Senior Consultant (or equivalent)	\$	\$
Consultant (or equivalent)	\$	\$
Administration/Reporting	\$	\$

(Please add further rows as required).

**Table 2 - Disbursements**

The Tenderer should provide details of any disbursements which may be incurred in **Table 2**.

<b>Disbursement Item</b>	<b>Amount (GST inclusive)</b>
Travel (If applicable)	\$
Accommodation (If applicable)	\$
Other Expenses (please specify)	\$

(Please add further rows as required)

**Table 3 - Assumptions**

The Tenderer should provide detail on any assumptions that was used to develop its pricing in **Table 3**.

<b>Assumptions</b>
<insert detail>

(Please add further rows as required)



### SCHEDULE 3 – LOCAL INDUSTRY PARTICIPATION

#### Economic Contribution Test (ECT)

The Local Industry Participation Policy (**LIPP**) has been developed to reflect a commitment by the ACT Government to ensure local industry participation is an important criterion in procurement objectives. The Government wants procurement to generate economic activity, employment, investment and innovation to grow the Canberra region's economy. The member councils involved include Bega, Eurobodalla, Hilltops, Goulburn Mulwaree, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan and Yass Valley, and the ACT Government (**Canberra Region**).

The LIPP demonstrates the ACT Government's commitment to ensuring competitive local businesses are given full, fair and reasonable opportunity to be considered for procurements being undertaken by the Territory. The Government recognises a diverse range of economic benefits (sometimes unquantifiable) may emanate from procurement tenders including:

- a) improving the capability of local businesses, up skilling staff, and new investment;
- b) stimulating economic activity by assisting in the development of local companies; and
- c) fostering innovation through design, use of new technologies or project delivery.

The purpose of an Economic Contribution Test (ECT) is to assess the potential economic benefit for the Canberra Region resulting from procurement contracts between \$200,000 (GST incl.) up to \$5million (GST incl.). The test requires:

- a) Respondents/Tenderers to provide as part of their bids for procurements, information on both the direct and indirect benefits to the Canberra regional economy derived from the procurement activity should they be awarded the contract; and
- b) Government entities to take that information into account in the evaluation process providing a minimum 10 per cent weighting as a component of the overall evaluation criteria. It should be noted that the Canberra Region economic benefits included in a proposal will be assessed as a whole, not as weighted sum of the priorities.

The ACT Industry Participation Policy is available at [Canberra Region LIPP](#) on the Procurement and Capital Works website.

## Economic Contribution Test

Your organisation will need to describe your economic contribution to the Canberra Region and ensure it can verify the information submitted. Where possible information should be quantify and declared a \$ value in your statement.

Please complete the tables below.

### PART A: REGIONAL EMPLOYMENT

#### 1. Presence in the Canberra Region

<b>What is your organisation's physical presence in the Canberra Region?</b>	Head Office <input type="checkbox"/>	Branch Office <input type="checkbox"/>	Sole Trader / Home Office <input type="checkbox"/>	Warehouse / Depot <input type="checkbox"/>	Other <input type="checkbox"/>	Nil <input type="checkbox"/>
<b>Principal place of business address</b>						

#### 2. Employment (labour)

The purpose of this section is to measure the potential economic benefit to the Canberra Region through the use of regionally sourced labour throughout the proposed contract term.

<b>Describe how many residents of the Canberra Region your organisation directly employs (by FTE)?</b>	<b>How many of the residents of the Canberra Region your organisation directly employs (by FTE) will be involved in delivering the proposed contract?</b>
Insert response here	Insert response here

	<b>Estimated labour costs from inside the Canberra Region</b> <i>See Guidance Note 1</i>	<b>Total estimated labour costs required (including Canberra Region and all other labour sources)</b>
<b>Estimated total labour costs required to deliver the proposed contract</b>	Insert response \$.....(GST incl.)	Insert response \$.....(GST incl.)

*Guidance Note 1: this should include the organisation's own labour as well as all sub-contractors from within the Canberra Region.*

**PART B: LOCAL SUPPLIERS****3. Suppliers – Contract related Goods and Services**

The purpose of this section is to measure the potential economic benefit to the Canberra Region through the use of regionally sourced goods and/or services and any other non-labour inputs required to deliver the proposed contract.

**Describe any existing and/or past commercial arrangements with other organisations in the Canberra Region?**

*For example including but not limited to partnerships, collaborative commercial arrangements and joint ventures.*

Estimated value of Goods/Services from inside the Canberra Region <i>See Guidance Note 2</i>		Total estimated value of Goods/Services from inside and outside the Canberra Region
Insert response \$..... (GST incl.)		Insert response \$..... (GST incl.)
List key Good(s)/Service(s) to be sourced from inside the Canberra Region	Estimated GST inclusive value	Supply Source (Supplier's Trading Name)
	\$	
	\$	
	\$	
	\$	

*Guidance Note 2: Supply inputs include but are not limited to: goods and services, lease or hiring of equipment and facilities, utilisation of legal or other advice in the delivery of the proposed contract.*

**PART C: REGIONAL SKILLS DEVELOPMENT****4. Skills and Training Development**

Describe any training and skills development that your organisation intends to provide to Canberra Region labour in relation to the proposed contract.

This could include but not be limited to any of the following:

- a) any opportunities for the engagement and training of apprentices;
- b) number of apprenticeships and trainees created and the existing positions to be utilised in the proposed contract;
- c) identifying and describing opportunities for increasing the skills of your employees;
- d) retraining of existing labour in the Canberra Region; and
- e) engagement and partnership with local training organisations, universities, and CIT.

Insert response here

<b>Outline any evidence with its value, which shows your organisation's contributions to Skills and Training Development.</b>	
<b>Evidence of Contribution</b>	<b>Estimated GST inclusive value</b>
<i>For example including but not limited to training course costs, trainees wages, and training accreditation fees, local industry membership fees.</i>	

**PART D: REGIONAL INVESTMENT**

**5. Describe additional benefits that advance technology, innovation and knowledge capability in the Canberra Region as a result of the proposed contract?**

This could include but not be limited to any of the following:

- a) value-added research, partnerships with universities/CIT.
- b) potential to undertake further innovation and/or research and development of contracted related technology.
- c) use of proven emerging technologies and materials.

Insert response here
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<b>Outline any evidence with its value, which shows your organisation’s contributions to regional investment.</b>	
<b>Evidence of Contribution</b>	<b>Estimated GST inclusive value</b>
<i>For example including but not limited to research funding amounts, innovation development costs, value added to the service/goods by the use of proven emerging technologies and materials.</i>	

## SCHEDULE 4 - REFEREES

In the tables below, Tenderers must provide the details of three referees in respect to its past experience in supplying the required Services (or similar services).

**Table 1**

<b>Referee number 1</b>	
<b>Name:</b>	
<b>Organisation:</b>	
<b>Phone:</b>	
<b>Postal Address:</b>	
<b>Email Address:</b>	
<b>Position/Role:</b>	
<b>Details of the Services provided to the Referee's Organisation:</b>	
<b>(if any) Other Details:</b>	

**Table 2**

<b>Referee number 2</b>	
<b>Name:</b>	
<b>Organisation:</b>	
<b>Phone:</b>	
<b>Postal Address:</b>	
<b>Email Address:</b>	
<b>Position/Role:</b>	
<b>Details of the Services provided to the Referee's Organisation:</b>	
<b>(if any) Other Details:</b>	

Table 3

Referee number 3	
Name:	
Organisation:	
Phone:	
Postal Address:	
Email Address:	
Position/Role:	
Details of the Services provided to the Referee's Organisation:	
(if any) Other Details:	

## SCHEDULE 5 – CONFIDENTIAL TEXT FORM

The *Government Procurement Act 2001* (Act) requires that the public text version of a contract over \$25,000.00 be published on the ACT Contracts Register.

Tenderers must specify in writing any information they believe is confidential within their Tender or which they require to be kept confidential in any Contract that may result from this procurement.

Under **Section 35** of the Act, grounds on which information may be omitted from the public text version of a Contract include:

- (1) Specified Personnel;
- (2) Individual Components of Pricing; and
- (3) Trade Secrets and information that may put public safety or the security of the Territory at risk.

Tenderers are to indicate any details of their Tender they consider to be confidential text in accordance with the Act.

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**SCHEDULE 6 – DRAFT AGREEMENT REVIEW**

The Tenderer is to review the Draft Services Agreement template at **Attachment 4** of the RFT and note below any issues that the Tenderer intends to raise during negotiations if selected as the preferred Tenderer. Responses to this section will not be assessed as part of the evaluation.

Assessment of a Tenderer as the preferred Tenderer is not on the basis that the Territory agrees with any changes to the terms of the Draft Services Agreement template.

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**SCHEDULE 7 – TENDERER DECLARATION**

I/We tender to the Territory for the Actuarial Services on behalf of Chief Minister’s Treasury and Economic Development Directorate at the GST inclusive prices specified in this Tender.

I/We have read and understood the Tenders ACT Terms of Use.

I/We have read and understood the *Standard Conditions of Tender Services*.

I/We have provided details of any information I/we wish to be treated as confidential in any resulting contract, in accordance with **Part 12** of the *Standard Conditions of Tender Services*.

I/We undertake to provide insurance policies if selected as the preferred Tenderer prior to entering into a contract with the Territory.

I/We have sighted all addenda to this RFT.

I/We am/are familiar with the principles and objectives of the ACT Government’s Industry Participation Policy and the Business’s responsibilities under this policy.

If awarded the contract the Business will:

**Economic Contribution Test**

Note that the Territory Entity reserves the right to negotiate and/or clarify commitments prior to finalisation of the contract.

Meet the commitments given in this Economic Contributions Test.

Be available to meet with the Industry Advocate or a representative to review how industry participation is being achieved.

I am/not a business that is at least 50% indigenous owned

Full Name and / or Name of Company	AND/OR	Trading Name ( <i>Business Name</i> )	
ACN (Australian Companies Number)	OR	ABN (Australian Business Number)	
Business Address		Postal Address	
State	P/Code	State	P/Code
Telephone No	Mobile No	Facsimile No	Email address
Name of ACT Professional Standards Scheme	Upper Limit of capped Professional Indemnity Liability Insurance		

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Tenderer's Representative (include telephone number)

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Position Held by Tenderer's Representative

---

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Signature of Director if corporation else Tenderer Printed Name

---

Date

---

Signature of 2nd Director if corporation else Witness Printed Name

**ATTACHMENT 4**

**REQUEST FOR TENDER NO. 2017.29045.110**



**ACTUARIAL SERVICES FOR COSTING ALTERNATIVE  
INSURANCE SCHEME DESIGN MODELS FOR THE ACT'S  
COMPULSORY THIRD PARTY (CTP) INSURANCE SCHEME**

**ON BEHALF OF  
CHIEF MINISTER'S TREASURY AND ECONOMIC  
DEVELOPMENT DIRECTORATE**

**DRAFT SERVICES AGREEMENT (CONTRACTOR)**



# DRAFT SERVICES AGREEMENT



Date

\_\_\_\_\_

Parties

**AUSTRALIAN CAPITAL TERRITORY**

**AND**

**CONTRACTOR  
ACN/ABN**

Prepared by

Version

**Note to Tenderers:**

While this draft comprises the essential terms and conditions under which the Territory anticipates entering into an agreement with the selected Tenderer, the Territory reserves the right to amend the agreement (including the addition of special conditions) before the agreement is signed.

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**PARTIES:** **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by

and

**CONTRACTOR ACN/ABN** of Registered Business Address (**Contractor**).

---

## **BACKGROUND**

- A. The Territory has undertaken a procurement process and has selected the Contractor to provide the Services.
  - B. The Territory has agreed to purchase and the Contractor has agreed to provide the Services in accordance with the provisions of this Agreement.
- 

**IT IS AGREED** by the Parties as follows.

### **1. Interpretation**

#### **1.1 Definitions**

The following definitions apply in this Agreement, unless the context otherwise requires.

**Confidential Text** any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in **Item 7 Schedule 1**.

**Contract Material** all material created, written or otherwise brought into existence as part of, or for the purpose of performing the Services including all reports (whether in draft or final form), documents, information and data stored by any means.

**Contract Officers** in relation to each party, the representatives whose names and contact details are specified in **Item 1 Schedule 1**, or as notified from time to time by one party to the other.

**Contract Price** the amounts specified in, or calculated in accordance with, **Item 3 Schedule 1**.

**Contractor Material** all material owned by the Contractor and used for the purpose of providing the Services, including documents, information and data stored by any means.

**GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Information Privacy Act** the *Information Privacy Act 2014* (ACT).

**Insolvency Event**

- (1) in respect of a natural person:
  - (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or
  - (b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
- (2) in respect of all other entities:
  - (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or
  - (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
    - (i) insolvency;
    - (ii) winding up; or
    - (iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,
 

of the entity.

For the purpose of subparagraph (2)(b), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

**Invoice**

an invoice that:

- (1) if GST is payable in respect of the provision of the Services, is a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (2) clearly sets out details of the Services provided and of the amount that is due for payment, is correctly calculated and is in respect of Services that have been performed in accordance with this Agreement;
- (3) is accompanied by any other details or reports required under this Agreement; and
- (4) is rendered at the times specified in **Item 3 Schedule 1** (if any) and addressed to the Territory's Contract Officer.



<b>Personal Information</b>	<p>is personal information as defined in section 8 of the Information Privacy Act, namely, information or an opinion about an identified individual or an individual who is reasonably identifiable:</p> <ol style="list-style-type: none"> <li>(1) whether the information is true or not; and</li> <li>(2) whether the information or opinion is recorded in a material form or not,</li> </ol> <p>but does not include personal health information (as defined in the <i>Health Records (Privacy and Access) Act 1997</i> (ACT)) about the individual.</p>
<b>Prescribed Insurer</b>	<p>an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard &amp; Poor's.</p>
<b>Procurement Act</b>	<p>the <i>Government Procurement Act 2001</i> (ACT).</p>
<b>Services</b>	<p>the services described in <b>Schedule 2</b>.</p>
<b>Special Condition</b>	<p>any provision set out in <b>Schedule 3</b>.</p>
<b>Specified Personnel</b>	<p>any person named in <b>Item 4 Schedule 1</b>, or any other employee or agent of the Contractor, who is approved by the Territory from time to time for the purpose of <b>clause 6</b>.</p>
<b>Term</b>	<p>the term specified in <b>Item 2 Schedule 1</b>, and if extended, the initial term and the extended term.</p>
<b>Territory</b>	<p>when used:</p> <ol style="list-style-type: none"> <li>(1) in a geographical sense, the Australian Capital Territory; and</li> <li>(2) in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).</li> </ol>
<b>Territory Information</b>	<p>the kind of information that:</p> <ol style="list-style-type: none"> <li>(1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;</li> <li>(2) is notified (whether in writing or not) by the Territory to the Contractor as being confidential;</li> <li>(3) is specified in <b>Item 6 Schedule 1</b>; or</li> <li>(4) is Personal Information,</li> </ol> <p>but does not include information that:</p> <ol style="list-style-type: none"> <li>(5) is or becomes public knowledge other than by breach of this Agreement;</li> </ol>

(6) has been independently developed or acquired by the Contractor; or

(7) has been notified by the Territory to the Contractor as not being confidential.

<b>Territory Material</b>	any material provided by the Territory to the Contractor for the purposes of this Agreement including documents, equipment, information and data stored by any means.
<b>TPPs</b>	the Territory Privacy Principles provided for in section 13 and set out in Schedule 1 of the Information Privacy Act.
<b>TPP Code</b>	a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Contractor in the provision of the Services.

## 1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to “Contractor” include any employees, agents or subcontractors of the Contractor;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words in the singular include the plural and vice versa;
- (4) headings are for convenience only and do not affect the construction or interpretation of this Agreement;
- (5) an obligation imposed on more than one person binds them jointly and severally; and
- (6) the word “include” and any derivation is not to be construed as a word of limitation.

## 2. Services

The Contractor must perform the Services in accordance with the provisions of this Agreement and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Contractor is engaged.

## 3. Term

This Agreement is for the Term unless terminated under the provisions of this Agreement.

## **4. Contract Price**

### **4.1 Invoice**

The Territory must pay the Contractor the Contract Price following its receipt of an Invoice and otherwise in accordance with **Item 3 Schedule 1**.

### **4.2 Incorrect payments**

If, after payment, an invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Territory to the Contractor under this Agreement.

## **5. Ownership and use of material**

### **5.1 Ownership of material**

Ownership of:

- (1) all Contract Material, including any intellectual property rights, vests on its creation in the Territory;
- (2) all Territory Material, including any intellectual property rights, remains with the Territory; and
- (3) all Contractor Material, including any intellectual property rights, remains with the Contractor.

### **5.2 Licence of material**

- (1) The Territory grants to the Contractor a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.
- (2) The Contractor grants to the Territory a royalty-free, perpetual, limited licence to use the Contractor Material.
- (3) For the purpose of this clause, “use” includes:
  - (a) such uses as are reasonably necessary for the Territory to obtain the full benefit of the Services, including use of the Contract Material; and
  - (b) such uses as are reasonably necessary for the Contractor to undertake the Services or as otherwise agreed by the Territory, and may include supply, reproduce, publish, perform, communicate, broadcast, adapt and copy as the context requires.

### **5.3 Third party rights**

The Contractor must ensure:

- (1) the use of any Contract Material or Contractor Material will not infringe the intellectual property rights of any third party; and
- (2) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Territory's (or its agents') use of any Contract Material or Contractor Material.

### **5.4 Moral rights**

The Contractor must, in relation to the authors of any work that comprises or forms part of the Contract Material:

- (1) use its best endeavours to include in the Contract Material an attribution of those authors; and
- (2) procure from those authors their genuine written consent for the Territory to:
  - (a) attribute the authorship of the work to the Territory or a third party where that attribution was inadvertent;
  - (b) not attribute the authorship of the author when using the work (including exhibiting or performing the work in or to the public); and/or
  - (c) materially alter the work in any way.

### **5.5 Safekeeping and preservation of material**

The Contractor must ensure the safe-keeping and proper preservation of Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on the expiration or termination of this Agreement (other than copies of material that the Territory has authorised the Contractor to retain).

## **6. Contractor's personnel**

The Contractor must:

- (1) in performing the Services, engage only persons who have the skills, training and expertise appropriate for the Services;
- (2) comply with all reasonable requirements notified by the Territory regarding the suitability and fitness of persons engaged by the Contractor for the performance of Services;
- (3) ensure the Services are performed by Specified Personnel (if any) and provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to perform any of the Services; and

- (4) if the Territory requires, ensure that each person engaged in the performance of the Services executes a deed of confidentiality in a form acceptable to the Territory (including with respect to not accessing or otherwise safeguarding Personal Information as applicable), and provide those executed deeds to the Territory in accordance with any requirements that the Territory notifies.

## **7. Non-disclosure of Territory Information**

### **7.1 Contractor's use of Territory Information**

The Contractor must:

- (1) use Territory Information held in connection with this Agreement only for the purposes of fulfilling its obligations under this Agreement;
- (2) not transfer Territory Information held in connection with this Agreement outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without the prior approval of the Territory;
- (3) notify the Territory immediately if the Contractor becomes aware that a disclosure of Territory Information is required by law, or an unauthorised disclosure of Territory Information has occurred; and
- (4) in respect of any Personal Information held in connection with this Agreement:
  - (a) comply with the TPPs and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Contractor under this Agreement does not) act or engage in a practice that breaches a TPP or a TPP Code, and
  - (b) co-operate with any reasonable requests or directions of the Territory arising directly from, or in connection with, the exercise of the functions of the information privacy commissioner under the Information Privacy Act.

### **7.2 Contractor to protect Territory Information**

- (1) Except as provided in this Agreement, the Contractor must not disclose Territory Information to any person, nor deal with the Information in any way except for the purpose of this Agreement, without the prior written consent of the Territory except to the extent that the Territory Information is:
  - (a) required or authorised to be disclosed by law;
  - (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers;
  - (c) generally available to the public; or
  - (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Territory.

- (2) The Contractor must take all reasonable measures to ensure that Territory Information accessed or held by it in connection with this Agreement is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to Territory Information.
- (3) The Contractor must do all things necessary to ensure that Territory Information accessible to the Contractor and the Contractor's personnel by virtue of the performance of this Agreement is not accessed, published or communicated in any way, including imposing upon the Contractor's personnel obligations of confidentiality with respect to Territory Information.

### **7.3 Acknowledgement of effect of Crimes Act**

The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT).

## **8. Confidential Text under Procurement Act**

### **8.1 Territory may make Agreement publicly available**

In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable contract under the Procurement Act and, if so, the Territory will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.

### **8.2 Confidential Text**

If **Item 7 Schedule 1** states that this Agreement is a notifiable contract under the Procurement Act and specifies Confidential Text, the grounds on which the text is confidential are set out in **Item 8 Schedule 1**, and **clause 8.3** applies.

### **8.3 Territory must not disclose Confidential Text**

Except as provided in this Agreement, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (1) is required or authorised to be disclosed under law;

- (2) is reasonably necessary for the enforcement of the criminal law;
- (3) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (4) is generally available to the public;
- (5) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Contractor;
- (6) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (7) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

## **9. Insurance and indemnity**

### **9.1 Contractor's insurance**

The Contractor must effect and maintain for the Term all insurance coverage required to be effected by it by law, public liability insurance and professional indemnity insurance in amounts not less than the amounts (if any) specified by **Item 5 Schedule 1**, and any other insurance specified in **Item 5 Schedule 1** with a Prescribed Insurer.

### **9.2 Indemnity**

The Contractor indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Contractor, in connection with the provision of the Services, except to the extent that the Territory caused the relevant loss, damage or injury.

### **9.3 Claims to be made good**

The Contractor must, at its expense, make good the amount of all claims, loss, damage, costs and expenses the subject of the indemnity in **clause 9.2** and the Territory may deduct the amount, or any part of it, from any moneys due or becoming due to the Contractor under this Agreement.

## **10. Termination**

### **10.1 Default**

The Territory may terminate this Agreement, at any time by notice to the Contractor, if the Contractor:

- (1) is the subject of an Insolvency Event;
- (2) fails to commence timely provision of the Services or to meet any timeframes specified in this Agreement; or
- (3) is in breach of a provision of this Agreement, where that breach:

- (a) if capable of being remedied, is not remedied within the period specified in a notice by the Territory; or
- (b) is not capable of being remedied.

## 10.2 Termination for any reason or reduction of Services

The Territory may, at any time by notice to the Contractor, terminate this Agreement or reduce the Services for any reason, and in that event:

- (1) the Territory will be liable only for:
  - (a) payments under this Agreement for Services rendered before the date of termination; and
  - (b) subject to **clauses 10.2(2)** and **10.2(3)**, any reasonable costs incurred by the Contractor and directly attributable to the termination or reduction of Services, but not in respect of loss of prospective profits;
- (2) on receipt of a notice of termination or reduction, the Contractor must:
  - (a) stop work as specified in the notice;
  - (b) take all available steps to minimise loss resulting from that termination or reduction of Services; and
  - (c) continue to perform any part of the Services not affected by the notice; and
- (3) in the event of a reduction of the Services, the Territory's liability to pay the Contract Price will, in the absence of agreement to the contrary, abate proportionately to the reduction in the Services.

## 10.3 No prejudice

Nothing in this **clause 10** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

## 11. Dispute resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement either party may give notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 11** will prejudice the rights of either party to institute proceedings to enforce this Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.



## **12. General**

### **12.1 Cooperation and good faith**

Each party will:

- (1) fully cooperate with each other to ensure timely progress and fulfilment of this Agreement; and
- (2) act reasonably and in good faith with respect to matters that relate to this Agreement.

### **12.2 Conflict of interest**

The Contractor warrants that no conflict of interest exists or is likely to arise in the performance of the Services and its other obligations under this Agreement and must, if a conflict or risk of conflict arises, notify the Territory and comply with any requirement of the Territory to eliminate or deal with that conflict or risk.

### **12.3 No employment, partnership or agency relationship**

Nothing in this Agreement constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Contractor must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

### **12.4 No assignment or subcontracting**

- (1) The Contractor must not subcontract the performance of the Services or assign the whole or part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.
- (2) A change in the control of the Contractor or a company that controls the Contractor (except a company listed on an Australian stock exchange) is taken to be an assignment, the term “control” including the direct or indirect holding of more than 50% of the share capital of a corporation.
- (3) If the Contractor breaches **clause 12.4(1)**, the Territory reserves its rights, including requiring the Contractor to provide information regarding the proposed subcontractor’s or assignee’s capability to continue performing this Agreement or to provide security to ensure the proper performance of this Agreement.

**12.5 Entire agreement**

This Agreement comprises the entire agreement between the parties in relation to the Services and supersedes any prior representations, negotiations, writings, memoranda and agreements.

**12.6 Severability**

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

**12.7 Variation**

This Agreement may be varied or the Term extended only by the written agreement of the parties prior to the expiration of this Agreement.

**12.8 No waiver**

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

**12.9 Governing law and compliance with the law**

This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Contractor must comply with the laws from time to time in force in the Territory in performing the Services.

**12.10 Notices**

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contract Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on whichever of the following occurs first:
  - (a) the other party's acknowledgement of receipt by any means;

- (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
- (c) the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

#### **12.11 Special Conditions**

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

#### **12.12 Survival of clauses**

**Clauses 7, 9.2 and 9.3** will survive the expiration or earlier termination of this Agreement.

## SCHEDULE 1 - CONTRACT DETAILS

**Item 1. Contract Officers** For the Territory:  
*See clauses 1.1 and 12.10*

For the Contractor:

**Item 2. Term** From until .  
*See clauses 1.1 and 3*

**Item 3. Contract Price** (1) Contract Price: \$[INSERT] (GST inclusive).  
*See clauses 1.1 and 4* (2) The Contract Price is payable by instalments. Invoices may only be rendered in accordance with the following.

Instalment	When Invoice may be rendered

- (3) Except if otherwise stated in this Agreement, the Contract Price is:
- (a) payable within 30 days of receipt by the Territory of an Invoice;
  - (b) inclusive of GST and all other taxes, duties and charges; and
  - (c) inclusive of all disbursements, including out-of-pocket expenses incurred by the Contractor.

**Item 4. Specified Personnel**  
*See clauses 1.1 and 6*

**Item 5. Other amounts and insurance** (1) Public liability insurance;  
*See clause 9.1* (2) Professional indemnity insurance;

The Contractor must maintain the professional indemnity insurance coverage required under this **Item 5** for an additional period of 6 years from the expiration of the Term. This Item survives the expiration or earlier termination of this Agreement.

**Item 6. Territory  
Information**  
*See clauses 1.1 and 7*

**Item 7. Confidential Text**  
*See clauses 1.1 and 8*

**Item 8. Grounds for  
confidentiality of  
Confidential Text**  
*See clause 8*

**SCHEDULE 2 - THE SERVICES**

The Contractor must provide the Services as follows within any specified timeframes.

<b>Item Number</b>	<b>Details of Services</b>	<b>Timeframe for Completion</b>
1		
2		
3		
4		

### **SCHEDULE 3 - SPECIAL CONDITIONS**

*See clause 12.11*

**DATE OF THIS AGREEMENT**.....

**SIGNED** for and on behalf of the )  
**AUSTRALIAN CAPITAL TERRITORY** ) .....  
in the presence of: ) Signature of Territory delegate

.....  
Signature of witness Print name

.....  
Print name

**SIGNED** by or for and on behalf of )  
**CONTRACTOR ACN/ABN** ) .....  
in the presence of: ) Signature of director/ authorised  
officer/ individual

.....  
Signature of director/ secretary/ witness Print name

.....  
Print name Signature of second authorised officer

.....  
Print name



**Note:**

**Date:** Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

**Company:** Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Contractor's constitution.

**Individual:** Must be signed by the individual Contractor and witnessed.

**Incorporated Association:** Must be signed in accordance with the Contractor's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.



## Willis, Cecilia

---

**From:** Stewart-Moore, Karen  
**Sent:** Friday, 19 May 2017 10:23 AM  
**To:** emily@democracyco.com.au  
**Cc:** emma@democracyco.com.au  
**Subject:** ACT advice - Confidentiality agreement [DLM=For-Official-Use-Only]  
**Attachments:** Confidentiality Deed Poll - Release of RFQ.doc

Dear Emily (and Emma)

Emily, thanks for your time on the phone this morning. Please find attached the Confidentiality agreement. If you could have this back to me by COB Monday I would appreciate it. I will then send out the RFQ to all respondents by COB Tuesday.

Kind regards

Karen

Karen Stewart-Moore | Senior Manager, Strategic Communications, Media and Protocol

**Phone: 02 6205 2855 | Mobile: 0419 212 642**

**Communications, Engagement and Protocol** | Chief Minister Treasury and Economic Development Directorate |

**ACT Government**

Level 4, Canberra Nara Centre, 1 Constitution Avenue, Canberra City | GPO Box 158 Canberra City ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

**Hours: Mon/Tues & Thurs/Fri**



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

# **| Confidentiality Deed Poll**

---

Chief Minister, Treasury & Economic Development Directorate  
Canberra Nara Centre  
GPO Box 158  
Canberra ACT 2601

THIS DEED POLL is made on

2017

**BY** [INSERT FULL NAME, INCLUDING ACN FOR A COMPANY OR ABN FOR OTHER ORGANISATION AND CHECK IT IS A LEGAL ENTITY] of [address] (**Recipient**)

**IN FAVOUR OF** AUSTRALIAN CAPITAL TERRITORY the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Chief Minister, Treasury & Economic Development Directorate.

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## RECITALS

- A. The Territory is currently developing a strategy to consult with ACT residents using a citizens' jury or similar process.
  - B. The Territory is seeking Requests for Quote for a Deliberative Democracy Strategy ("the Request") and is making the Request available to the Recipient for the purpose of providing a response to the Request for Quote. The response is to be provided directly to the Communications Division, Chief Minister, Treasury and Economic Development Directorate ([karen.stewart-moore@act.gov.au](mailto:karen.stewart-moore@act.gov.au)).
  - C. The Territory and the Recipient wish to record the terms and conditions on which the Recipient will receive the Request.
- 

IT IS AGREED as follows:

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Deed, unless the context otherwise requires:

**"Approved Purpose"** means the purpose of providing a quote for services directly to the Financial Framework Management and Insurance Branch in response to the Request for Quote and anything relating to the consideration and provision of a response to the Request for Quote.

**"Confidential Information"** means the Request for Quote and all and any information of whatever kind and in whatever form pertaining to the Request for Quote, but does not include information which:

- (1) is or becomes public knowledge other than by breach of this Deed;
- (2) has been notified in writing by the Territory to the Recipient as not being confidential; or

- (3) was already known to the Recipient at the time of disclosure other than as a result of any breach of confidentiality.

**“Representative”** includes, in relation to a person or entity, its employees, officers, the employees and officers of that entity's Related Corporations, its external accountants, auditors, solicitors, financial advisors, tax advisors, other advisors, consultants and any other agents.

**“Request for Quote”** means the Request for Quote for the Deliberative Democracy Strategy. The “Request” may also be used.

**“Territory”** means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established under the *Australian Capital Territory (Self-Government) Act 1988 (Cth)*.

## **1.2 Interpretation**

In this Deed:

- (1) headings are for convenient reference only and do not effect interpretation;  
and unless the context otherwise requires:
  - (2) the expression **“person”** includes an individual, a corporation, an association or a joint venture (whether incorporated or unincorporated), and a partnership;
  - (3) words in the singular include the plural and vice versa;
  - (4) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
  - (5) the word “include” and any derivation is not to be construed as a word of limitation; and
  - (6) references to parties, clauses, schedules, exhibits or annexure are references to parties, clauses, schedules, exhibits or annexure to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed.

## **2. Confidentiality**

### **2.1 Duty of Confidentiality**

- (1) The Recipient must not disclose any Confidential Information without the prior written consent of the Territory.
- (2) The Recipient must not use any Confidential Information except for the Approved Purpose.

## **2.2 Exceptions**

Notwithstanding **clause 2.1**, the Recipient may disclose Confidential Information:

- (1) if required to by law to do so, to a law enforcement or regulatory authority, provided however that prior to any such disclosure the Recipient notifies the Territory of the alleged legal requirement, consults with the Territory as to the reasonable scope required of such disclosure and, after taking into account the matters raised by the Territory during such consultation, the disclosure is no greater than the minimum required by law; or
- (2) if the Recipient is required to disclose the information in connection with legal proceedings relating to this Deed.

## **3. Protection of Confidential Information**

- (1) The Recipient must take all prudent precautions to prevent the unauthorised use or disclosure of any Confidential Information. Without limiting the preceding, the Recipient must take no less care in protecting the confidentiality of any Confidential Information than the Recipient takes in respect of its own confidential information.
- (2) The Recipient, if it becomes aware of any actual or threatened unauthorised use or disclosure of any Confidential Information by any person associated with the Recipient, must promptly notify the Territory. The Recipient must at its own cost provide all reasonable assistance to the Territory in relation to any action taken or proceedings instituted by the Territory in respect of that actual or threatened unauthorised use or disclosure.

## **4. Disclaimer**

The Recipient covenants and agrees that, except as may be expressly provided in any further agreement in writing between the Recipient and the Territory:

- (1) the Territory does not make or give any representation, guarantee or warranty, express or implied, that the Confidential Information is or will be complete, current or accurate or that it has been or will be audited or independently verified or updated, or that reasonable care has been or will be taken by them in the compiling, preparation or furnishing of the Confidential Information;
- (2) the Territory does not accept any responsibility for any inference, interpretation, opinion or conclusion that the Recipient or any of its Representatives may draw or form from the Confidential Information; and
- (3) the Confidential Information may not be relied upon in any way by the Recipient or any of its Representatives in assuming any contractual or other obligation or liability.

## **5. Release**

The Recipient covenants and agrees that, except as may be expressly provided in any further agreement in writing between the Recipient and the Territory:

- (1) to the extent permitted by law, no liability (whether in negligence or other tort, by contract or under common law, statute or in equity or restitution) is accepted by the Territory by reason of or in connection with the provision of the Confidential Information or by the purported reliance thereon by the Recipient;
- (2) it releases the Territory from all liabilities, losses or damage (whether foreseeable or not), claims, actions suits, remedies, costs, expenses, or other matters (whether in negligence or other tort, contract or under law, statute or in equity, restitution or otherwise) arising from or which hereafter may arise from or in connection with the provision of, or any purported reliance on, the Confidential Information to or by the Recipient, and the Recipient covenants that no such claim or allegation shall be made by the Recipient against the Territory in relation thereto; and
- (3) it expressly waives any right which it may have to rely upon the Confidential Information and that it will not rely upon the Confidential Information to sue or to hold the Territory liable in any respect.

## **6. Return of Confidential Information**

- (1) The Recipient covenants and agrees to, at the request of the Territory, or at the time at which the Confidential Information is no longer required for the Approved Purpose:
  - (a) immediately cease using the Confidential Information in its possession; and
  - (b) immediately return to the Territory all original written documents containing Confidential Information and any copies of those documents and any other materials which reproduces, extracts or contains in written form (or, in the case of the Confidential Information saved in electronic form, such Confidential Information shall be deleted from the Recipient's electronic record), any of the Confidential Information or any information which is based upon, referable to, or sourced in whole or in part from Confidential Information.
- (2) The obligations of confidentiality outlined in this Deed subsist notwithstanding the return of the Confidential Information in accordance with this **clause 6**.

## **7. Acknowledgement**

- (1) The Recipient acknowledges that the Territory is only entitled to disclose the Confidential Information to the Recipient on the condition that the Confidential Information is kept confidential.
- (2) The Recipient acknowledges that unauthorised disclosure or use of the

Confidential Information could cause irreparable harm and significant injury to the Territory, which may be difficult to ascertain. Accordingly, the Recipient agrees that the Territory has the right to seek immediate injunctive relief from breaches of this Deed, in addition to any other rights and remedies it may have in law.

- (3) The Recipient acknowledges that disclosure of the Request, including any disclosure that a quote was provided, is to be kept confidential.

## **8. Indemnity**

The Recipient indemnifies the Territory against all liability or loss arising directly or indirectly from and any costs, charges and expenses incurred in relation to or in connection with:

- (1) any breach by the Recipient of this Deed; and
- (2) any act or omission by any of its officers, employees, agents, consultants, advisors which, if done or omitted to be done by the Recipient, would be a breach of the Recipient's obligations under this Deed.

## **9. General**

### **9.1 No assignment**

The rights and obligations of any party under this Deed can only be assigned with the prior approval of the other party.

### **9.2 Retention of rights**

The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by the law and in equity independently of this Deed.

### **9.3 Exercise of rights**

A party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

### **9.4 Waiver and variation**

A provision of or a right created under this Deed may not be:

- (1) waived excepted in writing signed by the party granting the waiver; or
- (2) varied except in writing signed by the parties.

### **9.5 Survival of indemnities**

Each indemnity in this Deed is a continuing obligation, separate and independent

from the other obligations of the Recipient and survives termination of this Deed.

**9.6 Enforcement of indemnities**

It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity conferred by this Deed.

**9.7 Governing law**

This Deed is governed and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the Courts of the Territory.

**9.8 Enforcement of Deed**

The Recipient acknowledges that this Deed may be relied on and enforced by the Territory in accordance with its terms even though the Territory is not a party to this Deed.



**EXECUTED** as a deed poll.

---

**Executed** by **[RECIPIENT]** in accordance with section 127 of the *Corporation Act 2001* (Cth):

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Print Name

.....  
Print Name

Name of Company:

Affix the common seal here if required by Company's constitution or articles of associaton.

---

**Executed** by **[RECIPIENT]**:

.....  
Signature

.....  
Witness

.....  
Print Name

.....  
Print Name

**Willis, Cecilia**

---

**From:** Stewart-Moore, Karen  
**Sent:** Tuesday, 23 May 2017 4:17 PM  
**To:** emily@democracyco.com.au; Emma Lawson  
**Subject:** CONFIDENTIAL - RFQ (Deliberative Democracy strategies for ACT Government projects) [DLM=Sensitive]  
**Attachments:** RFQ deliberative democracy strategies - Democracy Co.docx

Dear Emily and Emma

Thank you for agreeing to the confidentiality requirements around this project.

Please find attached the Request for Quote for **Deliberative Democracy strategies for ACT Government projects**.

We look forward to receiving your quote by **COB 2 June 2017**. If you have any questions, please don't hesitate to call or email me. Responses to questions will be shared with all respondents.

Kindest regards,  
Karen

Karen Stewart-Moore | Senior Manager, Strategic Communications, Media and Protocol  
**Phone: 02 6205 2855 | Mobile: 0419 212 642**  
**Communications, Engagement and Protocol** | Chief Minister Treasury and Economic Development Directorate |  
**ACT Government**  
Level 4, Canberra Nara Centre, 1 Constitution Avenue, Canberra City | GPO Box 158 Canberra City ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

**Hours: Mon/Tues & Thurs/Fri**



## Goods and Services

### REQUEST FOR QUOTE (Services) under \$200,000

#### REQUEST FOR QUOTE INFORMATION

The Territory as represented by the Chief Minister, Treasury and Economic Development would like to invite Democracy Co to respond to this request for quotation (RFQ).

This RFQ comprises:

- Schedule 1 – Statement of Requirement
- Schedule 2 – Supplier Quotation
- Schedule 3 – Special Conditions (if any)
- Attachment A – RFQ Definitions
- The Territory's Standard Terms and Conditions of Quotation located on the Tenders ACT website.

#### SCHEDULE 1 – STATEMENT OF REQUIREMENT

RFQ Title:	RFQ for a Deliberative Democracy strategies for ACT Government projects	RFQ Number (if applicable)	2017-05-16T12
Directorate:	Chief Minister, Treasury and Economic Development	Section/Business Unit:	CMTEDD Communications
Date Issued:	22/05/2017	Closing Date:	02/06/2017
Referees Requested:	Yes	Closing Time:	5.00pm AEST
Territory Contact Officer:	For all matters relating to this RFQ contact: Karen Stewart-Moore <a href="mailto:karen.stewart-moore@act.gov.au">karen.stewart-moore@act.gov.au</a> telephone 02 6207 0292	Supplies Required by:	See "Delivery Information" below
Lodgement method:	Quotations should be lodged with Karen Stewart-Moore, Senior Manager, Strategic Communications, Media and Protocol via email at <a href="mailto:karen.stewart-moore@act.gov.au">karen.stewart-moore@act.gov.au</a> in a MS Word or PDF format by the closing time and closing date specified above. <b>Please note:</b> due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be address to Karen Stewart-Moore and emailed to <a href="mailto:karen.stewart-moore@act.gov.au">karen.stewart-moore@act.gov.au</a>		

#### The Requirement

Item	Details
Description of Requirement:	<p>The ACT Government seeks quotations on providing three packages of works. You may wish to quote on one or all packages of work:</p> <p><b>Out of Scope</b></p> <p><b>Out of Scope</b></p> <p>2. A strategy for a deliberative democracy process for a <i>Compulsory Third Party (CTP) Insurance review project (Pilot 1)</i>, <b>Out of Scope</b></p>

Item	Details
	<div data-bbox="427 136 1497 1489" style="background-color: black; color: white; text-align: center; padding: 20px;"> <h1 style="margin: 0;">Out of Scope</h1> <h1 style="margin: 0;">Out of Scope</h1> </div> <p data-bbox="432 1512 719 1541"><b>2. Pilot 1 – CTP Review</b></p> <p data-bbox="432 1547 550 1576"><u>Overview</u></p> <p data-bbox="432 1583 1437 1758">The Australian Capital Territory Government (“the Territory”) is planning to seek the views of ACT residents on the current compulsory third party (CTP) motor accident insurance scheme and ask them what kind of CTP scheme they want. To facilitate this, the Territory requires the services of a skilled and experienced deliberative democracy practitioner to develop a strategy.</p> <p data-bbox="432 1798 1433 1935">The Territory is piloting the use of a citizens’ jury or similar (“jury”) to consider what CTP scheme they want for the ACT and if they want to recommend a different scheme design. Personal injury insurance is a technical area and insurance scheme design is complex.</p> <p data-bbox="432 1975 1445 2112">The Territory believes, based on a 2016 online quiz, that the majority of ACT residents lack understanding about their CTP scheme. Previous attempts at reform in the ACT in 2011 and CTP reviews in other jurisdictions have resulted in vocal campaigns from service provider stakeholders but little interest from the general</p>

Item	Details
	<p>public. It is hoped that the use of a deliberative democracy process will better elicit the views of informed ACT residents.</p> <p>The Territory expects that should the jury wish to consider changes to the CTP scheme, the outcome will be recommendations that are sufficiently detailed for a new scheme to be designed.</p> <p>The Territory anticipates that a broader consultation process will feed into the information considered by the jury, including:</p> <ul style="list-style-type: none"> <li>• An online survey seeking views on the current scheme;</li> <li>• One-on-one interviews with people who have experienced the current scheme; and</li> <li>• A CATI phone survey seeking views on the current scheme.</li> </ul> <p><u>Requirements</u></p> <p>The successful consultant will be required to provide a written report outlining the deliberative engagement strategy. This would include at a minimum:</p> <ul style="list-style-type: none"> <li>• key messages for communications about the deliberative process;</li> <li>• ideas on how to use communications to engage potential jurors in this process;</li> <li>• how interested stakeholders would be engaged in the process (including service providers who could not participate in the jury because of conflicts of interest);</li> <li>• the constitution of the citizens' jury, including its anticipated size and methodology for member selection;</li> <li>• the type of information that should be provided to the citizens' jury, including the level of detail and technicality required and how to manage bias or perceived bias in the materials;</li> <li>• how experts would be used to inform the deliberations;</li> <li>• how the jury would run, including the use of possible experts;</li> <li>• sequencing and anticipated timing of consultation activities, preparation tasks and the running of the jury (noting that the Territory is willing to conduct a process in early 2018 to avoid a Christmas break);</li> <li>• strategies for media engagement during the process;</li> <li>• how the Territory would be involved during the process; and</li> <li>• a description of how you could facilitate the Territory's formulation of the question and scope, noting there will be interest from various internal stakeholders and Ministers.</li> </ul> <p>Subsequent to the delivery of the report, the successful consultant may be required to assist the Territory to determine the question and scope for the jury. Your response to this RFQ should include an hourly rate to provide this assistance should it be needed.</p> <p>It is intended that the strategy will be used by a deliberative democracy practitioner to facilitate the process and by the Territory to prepare for the jury process and undertake feed-in consultation. Implementation of the jury process will be subject to a further procurement process and is not included in the services required for the first stage.</p> <p>In addition, the Territory expects that it will separately purchase the following services:</p> <ul style="list-style-type: none"> <li>• Online, in-person and CATI survey development and research services;</li> <li>• Specialist advice on the policy subject matter (e.g. actuarial services); and</li> <li>• Venue hire and catering for the jury deliberations.</li> </ul>

Item	Details
	<h1 style="font-size: 48px; margin: 0;">Out of Scope</h1>
<p>Delivery Information:</p>	<p>To allow for the implementation of <b>Out of Scope</b> <span style="background-color: black; color: black;">[REDACTED]</span> <b>Out of Scope</b> <span style="background-color: black; color: black;">[REDACTED]</span> for the pilot <i>CTP Review</i> and <b>Out of Scope</b> <span style="background-color: black; color: black;">[REDACTED]</span> projects to prepare the necessary materials and procure the subject matter experts, the successful consultant will be required to provide:</p> <ul style="list-style-type: none"> <li>• deliverable number 2 by <b>14 July 2017</b>; and</li> </ul> <p style="text-align: center; font-size: 24px; font-weight: bold; background-color: black; color: white; padding: 5px;">Out of Scope</p> <p>Assistance with the CTP question may be required after 14 July 2017.</p>
<p>Standards and Best Practice:</p>	<p>Reports must be provided electronically in MS Word format. The consultant is expected to meet all relevant occupational health and safety standards. Specified personnel will be included in the contract. Please ensure that the skills and</p>

Item	Details
	experience of all personnel who would work on the project are included below.

## SCHEDULE 2 – QUOTATION

### Respondent's Details

Full legal name:	Insert your full legal or company name.
Registered office or postal address:	Insert your registered office address or postal address.
ACN/ARBN (if applicable):	Insert your ACN or ARBN if applicable.
ABN (if applicable):	Insert your ABN if applicable.

### Contact Officer

For all matters relating to this RFQ, including any notices, the Respondent's contact officer will be:

Name or position title:	Insert the name or position title of the contact officer.
Work:	Insert the work contact number for the contact officer.
Mobile:	Insert a contact mobile number if applicable.
Email:	Insert an email address for the contact officer.

**IMPORTANT:** The ACT Government has implemented the **Canberra Region Local Industry Participation Policy (LIPP)** to ensure competitive local businesses are given every opportunity to compete to bid for government contracts. Please indicate if your business is an SME or a local business to assist the purchasing officer fulfil their requirements. Definitions are available in Attachment A. This is not part of the Assessment Criteria.

Is your business a Small to Medium Enterprise?	Choose an item.
Is your business a local business; i.e. located in the Canberra Region?	Choose an item.

This Request for Quotation will be assessed against the following Assessment Criteria.

Evaluation of your quote will be based on value for money (e.g. capacity, capability and budget/costs). When completing this RFQ ensure your response covers these areas.

1. **CRITERION ONE: Methodology to deliver the Services (maximum score: 40)**
  - a. Respondents are required to provide a methodology demonstrating how services will be delivered within the timeframes set out in the Statement of Requirements.
  - b. Please advise if you are unable to meet any of the standard short form contract terms and conditions.

2. **CRITERION TWO: Organisational Experience and Past Performance (maximum score: 30)**

Respondents must provide information demonstrating their past performance, experience with management in the provision of similar services to government agencies and/or any other similar organisations including:

- a. name of government agencies/organisation for whom the services were provided;
- b. the period over which the services were provided; and
- c. an outline of the deliverables and outcomes achieved.

3. **CRITERION THREE: Qualifications, Experience and Suitability of Specified Personnel (maximum score: 30)**

Respondents are required to demonstrate:

- a. the skills and experience of specified personnel including at a minimum, a Curriculum Vitae (CV) with the following evidence:

- i. name;
  - ii. position/level;
  - iii. specific area/s of subject matter expertise;
  - iv. qualifications including certificates/registration;
  - v. number of year's experience;
  - vi. brief description of key projects undertaken/completed; and
- b. an ability to provide 'back up' staff with the appropriate level of skills necessary to conduct services if the Specified Personnel are not available or there is a requirement for urgent work.

Insert your description of how you will meet the Territory's requirements as set out in Schedule 1. Include details of products/services and your capacity to deliver against the requirements.

### Prices for Services

Respondents are to provide a separate fixed price quote for each of the three deliverables and an hourly rate for any additional assistance requested by the Territory with the formulation of the jury question for the CTP review project.

The Territory may choose to enter a contract with different providers for the three items.

Make sure you include the following for each service requirement:

- Task
- Milestone deliverable (if applicable)
- Milestone delivery date (if applicable)
- Payment schedule excluding GST
- Payment schedule GST component
- Payment schedule including GST

Also include the total costs broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

### Insurance Details

The Supplier must effect and maintain, for the Term, all insurances required to be effected by it by law and the following insurances:

- Public liability insurance in the amount of \$10 million in the aggregate
- Professional indemnity insurance in the amount of \$10 million in the aggregate

If required by the Territory, the Supplier must provide evidence of the above insurance.

### Specified Personnel

Make sure you include the following information for each specified personnel:

- Name
- Position or Role

### Referees

If referees have been requested in Schedule 1 make sure you provide the following information for each referee:

- Name
- Position/Company
- Phone Number
- Email Address



**SCHEDULE 3 – SPECIAL CONDITIONS OF QUOTATION**

Not applicable.

**RESPONDENT DECLARATION**

 I/We quote to provide the Supplies described in the RFQ at the GST inclusive prices specified in the Quotation.

I/We undertake to provide evidence of insurance policies if selected as the preferred Respondent prior to entering into a contract with the Territory.

I/We declare I/We have sighted and agree to the Territory's Standard Terms and Conditions of Quotation (located on the Tenders ACT website), and any Special Conditions of RFQ at Schedule 3.

I/We declare that all information required by the General Conditions of RFQ has been included in our Quotation.

Prior to signing ensure you have the legal authority to be a signatory for this quote.

**NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in Schedule 1.**

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert you position or title.
Signatory's Phone Number:	Insert your phone number, including area code.	Signatory's email address:	Insert your email address.
Date:	Click here to enter a date.		

**ATTACHMENT A - DEFINITIONS**

The following definitions apply to this RFQ:

<b>Assessment Criteria</b>	the criteria by which a quotation will be evaluated, set out in Schedule 2 – Quotation.
<b>Quotation</b>	means a quotation lodged by a respondent in response to an RFQ.
<b>Respondent</b>	means the legal entity that submits a quotation.
<b>Supplies</b>	means the goods, services or goods and services specified in Schedule 1 of this RFQ, and includes all incidental goods and services that are reasonably necessary to allow the Territory to use and understand the supplies to their full benefit.
<b>Territory</b>	when used in a geographical sense, means the Australia Capital Territory, when used in any other sense, the body politic established under the <i>Australian Capital Territory (Self-Government) Act 1988 (Cth)</i> .
<b>Small to Medium Enterprise (SME)</b>	means a business that has fewer than 200 full time employees or equivalent (FTEs). This is different to ACT Government's old definition of a Regional SME, which was a combination of an SME and a business located in the Canberra Region.
<b>Local Business</b>	means a business located within the Canberra Region is a business that is registered or has an office in the ACT or a set of surrounding NSW Shire Councils including; Bega Valley, Eurobodalla, Goulburn Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Yass Valley, <u>(refer to CBRJO)</u> .

## Willis, Cecilia

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**From:** Willis, Cecilia  
**Sent:** Thursday, 8 June 2017 8:50 AM  
**To:** Sch 2.2(a)(ii)  
**Subject:** Deed of confidentiality [DLM=For-Official-Use-Only]  
**Attachments:** Confidentiality Deed Poll - Release of RFT - EY.doc

Hi Sch 2.2(a)(ii)

As discussed, I would be grateful if you could please complete the attached deed and return it to me at your earliest convenience.

Kind regards

Cecilia Willis | Manager  
Phone: +61 2 6207 0292 | Email: [cecilia.willis@act.gov.au](mailto:cecilia.willis@act.gov.au)  
Financial Framework Management and Insurance  
Chief Minister, Treasury and Economic Development Directorate | ACT Government  
Level 1 Canberra Nara Centre, Chief Minister, Treasury and Economic Development | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

Please note I do not work Mondays.



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

# Confidentiality Deed Poll

Chief Minister, Treasury & Economic Development Directorate  
Canberra Nara Centre  
GPO Box 158  
Canberra ACT 2601

THIS DEED POLL is made on

2017

BY Ernst & Young ACN XX XXX XXX of 200 George Street, SYDNEY NSW 2000 (**Recipient**)

IN FAVOUR OF **AUSTRALIAN CAPITAL TERRITORY** the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Chief Minister, Treasury & Economic Development Directorate.

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## RECITALS

- A. The Territory is seeking the submission of tenders for Actuarial Services to cost alternative scheme designs for the Territory's CTP scheme ("the Request") and is making the Request available to the Recipient for the purpose of providing a response to the Request for Tender. The response is to be provided directly to Procurement and Capital Works at email [tendersACT@act.gov.au](mailto:tendersACT@act.gov.au).
- B. The Territory and the Recipient wish to record the terms and conditions on which the Recipient will receive the Request.
- 

IT IS AGREED as follows:

## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed, unless the context otherwise requires:

**"Approved Purpose"** means the purpose of providing a tender for services directly to Procurement and Capital Works in response to the Request for Tender and anything relating to the consideration and provision of a response to the Request for Tender.

**"Confidential Information"** means the Request for Tender and all and any information of whatever kind and in whatever form pertaining to the Request for Tender, but does not include information which:

- (1) is or becomes public knowledge other than by breach of this Deed;
- (2) has been notified in writing by the Territory to the Recipient as not being confidential; or
- (3) was already known to the Recipient at the time of disclosure other than as a result of any breach of confidentiality.

**"Representative"** includes, in relation to a person or entity, its employees, officers, the employees and officers of that entity's Related Corporations, its external

accountants, auditors, solicitors, financial advisors, tax advisors, other advisors, consultants and any other agents.

**“Request for Tender”** means the Request for Tender for Actuarial Services for costing alternative insurance scheme design models for the Territory’s Compulsory Third Party (CTP) Insurance Scheme. The “Request” may also be used.

**“Territory”** means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

## **1.2 Interpretation**

In this Deed:

- (1) headings are for convenient reference only and do not effect interpretation;

and unless the context otherwise requires:

- (2) the expression **“person”** includes an individual, a corporation, an association or a joint venture (whether incorporated or unincorporated), and a partnership;
- (3) words in the singular include the plural and vice versa;
- (4) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
- (5) the word “include” and any derivation is not to be construed as a word of limitation; and
- (6) references to parties, clauses, schedules, exhibits or annexure are references to parties, clauses, schedules, exhibits or annexure to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed.

## **2. Confidentiality**

### **2.1 Duty of Confidentiality**

- (1) The Recipient must not disclose any Confidential Information without the prior written consent of the Territory.
- (2) The Recipient must not use any Confidential Information except for the Approved Purpose.

### **2.2 Exceptions**

Notwithstanding **clause 2.1**, the Recipient may disclose Confidential Information:

- (1) if required to by law to do so, to a law enforcement or regulatory authority, provided however that prior to any such disclosure the Recipient notifies the Territory of the alleged legal requirement, consults with the Territory as to the reasonable scope required of such disclosure and, after taking into account the matters raised by the Territory during such consultation, the disclosure is no greater than the minimum required by law; or
- (2) if the Recipient is required to disclose the information in connection with legal proceedings relating to this Deed.

### **3. Protection of Confidential Information**

- (1) The Recipient must take all prudent precautions to prevent the unauthorised use or disclosure of any Confidential Information. Without limiting the preceding, the Recipient must take no less care in protecting the confidentiality of any Confidential Information than the Recipient takes in respect of its own confidential information.
- (2) The Recipient, if it becomes aware of any actual or threatened unauthorised use or disclosure of any Confidential Information by any person associated with the Recipient, must promptly notify the Territory. The Recipient must at its own cost provide all reasonable assistance to the Territory in relation to any action taken or proceedings instituted by the Territory in respect of that actual or threatened unauthorised use or disclosure.

### **4. Disclaimer**

The Recipient covenants and agrees that, except as may be expressly provided in any further agreement in writing between the Recipient and the Territory:

- (1) the Territory does not make or give any representation, guarantee or warranty, express or implied, that the Confidential Information is or will be complete, current or accurate or that it has been or will be audited or independently verified or updated, or that reasonable care has been or will be taken by them in the compiling, preparation or furnishing of the Confidential Information;
- (2) the Territory does not accept any responsibility for any inference, interpretation, opinion or conclusion that the Recipient or any of its Representatives may draw or form from the Confidential Information; and
- (3) the Confidential Information may not be relied upon in any way by the Recipient or any of its Representatives in assuming any contractual or other obligation or liability.

### **5. Release**

The Recipient covenants and agrees that, except as may be expressly provided in any further agreement in writing between the Recipient and the Territory:

- (1) to the extent permitted by law, no liability (whether in negligence or other tort, by contract or under common law, statute or in equity or restitution) is accepted by the Territory by reason of or in connection with the provision of the Confidential Information or by the purported reliance thereon by the Recipient;
- (2) it releases the Territory from all liabilities, losses or damage (whether foreseeable or not), claims, actions suits, remedies, costs, expenses, or other matters (whether in negligence or other tort, contract or under law, statute or in equity, restitution or otherwise) arising from or which hereafter may arise from or in connection with the provision of, or any purported reliance on, the Confidential Information to or by the Recipient, and the Recipient covenants that no such claim or allegation shall be made by the Recipient against the Territory in relation thereto; and
- (3) it expressly waives any right which it may have to rely upon the Confidential Information and that it will not rely upon the Confidential Information to sue or to hold the Territory liable in any respect.

## **6. Return of Confidential Information**

- (1) The Recipient covenants and agrees to, at the request of the Territory, or at the time at which the Confidential Information is no longer required for the Approved Purpose:
  - (a) immediately cease using the Confidential Information in its possession; and
  - (b) immediately return to the Territory all original written documents containing Confidential Information and any copies of those documents and any other materials which reproduces, extracts or contains in written form (or, in the case of the Confidential Information saved in electronic form, such Confidential Information shall be deleted from the Recipient's electronic record), any of the Confidential Information or any information which is based upon, referable to, or sourced in whole or in part from Confidential Information.
- (2) The obligations of confidentiality outlined in this Deed subsist notwithstanding the return of the Confidential Information in accordance with this **clause 6**.

## **7. Acknowledgement**

- (1) The Recipient acknowledges that the Territory is only entitled to disclose the Confidential Information to the Recipient on the condition that the Confidential Information is kept confidential.
- (2) The Recipient acknowledges that unauthorised disclosure or use of the Confidential Information could cause irreparable harm and significant injury to the Territory, which may be difficult to ascertain. Accordingly, the Recipient agrees that the Territory has the right to seek immediate injunctive relief from



breaches of this Deed, in addition to any other rights and remedies it may have in law.

- (3) The Recipient acknowledges that disclosure of the Request, including any disclosure that a quote was provided, is to be kept confidential.

## **8. Indemnity**

The Recipient indemnifies the Territory against all liability or loss arising directly or indirectly from and any costs, charges and expenses incurred in relation to or in connection with:

- (1) any breach by the Recipient of this Deed; and
- (2) any act or omission by any of its officers, employees, agents, consultants, advisors which, if done or omitted to be done by the Recipient, would be a breach of the Recipient's obligations under this Deed.

## **9. General**

### **9.1 No assignment**

The rights and obligations of any party under this Deed can only be assigned with the prior approval of the other party.

### **9.2 Retention of rights**

The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by the law and in equity independently of this Deed.

### **9.3 Exercise of rights**

A party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

### **9.4 Waiver and variation**

A provision of or a right created under this Deed may not be:

- (1) waived excepted in writing signed by the party granting the waiver; or
- (2) varied except in writing signed by the parties.

### **9.5 Survival of indemnities**

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the Recipient and survives termination of this Deed.

### **9.6 Enforcement of indemnities**

It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity conferred by this Deed.

**9.7 Governing law**

This Deed is governed and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the Courts of the Territory.

**9.8 Enforcement of Deed**

The Recipient acknowledges that this Deed may be relied on and enforced by the Territory in accordance with its terms even though the Territory is not a party to this Deed.

**EXECUTED** as a deed poll.

---

**Executed** by Ernst & Young ACN XX XXX XXX in accordance with section 127 of the *Corporation Act 2001* (Cth):

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Print Name

.....  
Print Name

## Willis, Cecilia

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**From:** Holmes, Lisa  
**Sent:** Thursday, 8 June 2017 11:46 AM  
**To:** Gae Robinson  
**Cc:** Willis, Cecilia  
**Subject:** new ACT CTP modelling tender [DLM=For-Official-Use-Only]  
**Attachments:** Confidentiality Deed Poll - Release of RFT - Finity.doc

Hi Gae

I wanted to advise you of a new tender that we are releasing for ACT CTP scheme modelling work. The requirement for this work occurred after we released the combined workers compensation, CTP and LTCS tender late last year. Given the potential cost of this modelling work compared to the quantum of the contract that we have just signed with you, we consider that it cannot be done as ad hoc work under the new contract with Finity and requires a separate procurement exercise.

The new tender is being done as a select tender rather than an open tender. As there are confidentiality requirements around the modelling work, we are asking the selected actuarial firms to sign a confidentiality deed if they are interested in potentially tendering for the work. On receipt of the signed confidentiality agreement, the tender documents will then be provided.

If Finity is interested in receiving the tender documents could you please complete the attached deed (including the ACN and business address), sign it and return it to me at your earliest convenience.

If you have any questions about this, please feel free to contact me.

Thanks

**Lisa Holmes | Director Financial Framework Management and Insurance**

Phone: 6207 0207 | [lisa.holmes@act.gov.au](mailto:lisa.holmes@act.gov.au)

**Economic and Financial Group | Chief Minister, Treasury and Economic Development Directorate | ACT Government**

Level 1 Canberra Nara Centre | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)



**ACT**  
Government

Chief Minister, Treasury and  
Economic Development

# **Confidentiality Deed Poll**

Chief Minister, Treasury & Economic Development Directorate  
Canberra Nara Centre  
GPO Box 158  
Canberra ACT 2601

THIS DEED POLL is made on

2017

**BY** Finity Consulting Pty Limited ACN XXXXXXXXX of ADDRESS  
(Recipient)

**IN FAVOUR OF** AUSTRALIAN CAPITAL TERRITORY the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (Territory) represented by the Chief Minister, Treasury & Economic Development Directorate.

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## RECITALS

- A. The Territory is seeking the submission of tenders for Actuarial Services to cost alternative scheme designs for the Territory's CTP scheme ("the Request") and is making the Request available to the Recipient for the purpose of providing a response to the Request for Tender. The response is to be provided directly to Procurement and Capital Works at email [tendersACT@act.gov.au](mailto:tendersACT@act.gov.au).
- B. The Territory and the Recipient wish to record the terms and conditions on which the Recipient will receive the Request.
- 

IT IS AGREED as follows:

## 1. Definitions and interpretation

### 1.1 Definitions

In this Deed, unless the context otherwise requires:

**"Approved Purpose"** means the purpose of providing a tender for services directly to Procurement and Capital Works in response to the Request for Tender and anything relating to the consideration and provision of a response to the Request for Tender.

**"Confidential Information"** means the Request for Tender and all and any information of whatever kind and in whatever form pertaining to the Request for Tender, but does not include information which:

- (1) is or becomes public knowledge other than by breach of this Deed;
- (2) has been notified in writing by the Territory to the Recipient as not being confidential; or
- (3) was already known to the Recipient at the time of disclosure other than as a result of any breach of confidentiality.

**"Representative"** includes, in relation to a person or entity, its employees, officers, the employees and officers of that entity's Related Corporations, its external

accountants, auditors, solicitors, financial advisors, tax advisors, other advisors, consultants and any other agents.

**“Request for Tender”** means the Request for Tender for Actuarial Services for costing alternative insurance scheme design models for the Territory’s Compulsory Third Party (CTP) Insurance Scheme. The “Request” may also be used.

**“Territory”** means:

- (1) when used in a geographical sense, the Australian Capital Territory; and
- (2) when used in any other sense, the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

## **1.2 Interpretation**

In this Deed:

- (1) headings are for convenient reference only and do not effect interpretation;  
and unless the context otherwise requires:
  - (2) the expression **“person”** includes an individual, a corporation, an association or a joint venture (whether incorporated or unincorporated), and a partnership;
  - (3) words in the singular include the plural and vice versa;
  - (4) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and
  - (5) the word “include” and any derivation is not to be construed as a word of limitation; and
  - (6) references to parties, clauses, schedules, exhibits or annexure are references to parties, clauses, schedules, exhibits or annexure to or of this Deed, and a reference to this Deed includes any schedule, exhibit or annexure to this Deed.

## **2. Confidentiality**

### **2.1 Duty of Confidentiality**

- (1) The Recipient must not disclose any Confidential Information without the prior written consent of the Territory.
- (2) The Recipient must not use any Confidential Information except for the Approved Purpose.

### **2.2 Exceptions**

Notwithstanding **clause 2.1**, the Recipient may disclose Confidential Information:

- (1) if required to by law to do so, to a law enforcement or regulatory authority, provided however that prior to any such disclosure the Recipient notifies the Territory of the alleged legal requirement, consults with the Territory as to the reasonable scope required of such disclosure and, after taking into account the matters raised by the Territory during such consultation, the disclosure is no greater than the minimum required by law; or
- (2) if the Recipient is required to disclose the information in connection with legal proceedings relating to this Deed.

### **3. Protection of Confidential Information**

- (1) The Recipient must take all prudent precautions to prevent the unauthorised use or disclosure of any Confidential Information. Without limiting the preceding, the Recipient must take no less care in protecting the confidentiality of any Confidential Information than the Recipient takes in respect of its own confidential information.
- (2) The Recipient, if it becomes aware of any actual or threatened unauthorised use or disclosure of any Confidential Information by any person associated with the Recipient, must promptly notify the Territory. The Recipient must at its own cost provide all reasonable assistance to the Territory in relation to any action taken or proceedings instituted by the Territory in respect of that actual or threatened unauthorised use or disclosure.

### **4. Disclaimer**

The Recipient covenants and agrees that, except as may be expressly provided in any further agreement in writing between the Recipient and the Territory:

- (1) the Territory does not make or give any representation, guarantee or warranty, express or implied, that the Confidential Information is or will be complete, current or accurate or that it has been or will be audited or independently verified or updated, or that reasonable care has been or will be taken by them in the compiling, preparation or furnishing of the Confidential Information;
- (2) the Territory does not accept any responsibility for any inference, interpretation, opinion or conclusion that the Recipient or any of its Representatives may draw or form from the Confidential Information; and
- (3) the Confidential Information may not be relied upon in any way by the Recipient or any of its Representatives in assuming any contractual or other obligation or liability.

### **5. Release**

The Recipient covenants and agrees that, except as may be expressly provided in any further agreement in writing between the Recipient and the Territory:



- (1) to the extent permitted by law, no liability (whether in negligence or other tort, by contract or under common law, statute or in equity or restitution) is accepted by the Territory by reason of or in connection with the provision of the Confidential Information or by the purported reliance thereon by the Recipient;
- (2) it releases the Territory from all liabilities, losses or damage (whether foreseeable or not), claims, actions suits, remedies, costs, expenses, or other matters (whether in negligence or other tort, contract or under law, statute or in equity, restitution or otherwise) arising from or which hereafter may arise from or in connection with the provision of, or any purported reliance on, the Confidential Information to or by the Recipient, and the Recipient covenants that no such claim or allegation shall be made by the Recipient against the Territory in relation thereto; and
- (3) it expressly waives any right which it may have to rely upon the Confidential Information and that it will not rely upon the Confidential Information to sue or to hold the Territory liable in any respect.

## **6. Return of Confidential Information**

- (1) The Recipient covenants and agrees to, at the request of the Territory, or at the time at which the Confidential Information is no longer required for the Approved Purpose:
  - (a) immediately cease using the Confidential Information in its possession; and
  - (b) immediately return to the Territory all original written documents containing Confidential Information and any copies of those documents and any other materials which reproduces, extracts or contains in written form (or, in the case of the Confidential Information saved in electronic form, such Confidential Information shall be deleted from the Recipient's electronic record), any of the Confidential Information or any information which is based upon, referable to, or sourced in whole or in part from Confidential Information.
- (2) The obligations of confidentiality outlined in this Deed subsist notwithstanding the return of the Confidential Information in accordance with this **clause 6**.

## **7. Acknowledgement**

- (1) The Recipient acknowledges that the Territory is only entitled to disclose the Confidential Information to the Recipient on the condition that the Confidential Information is kept confidential.
- (2) The Recipient acknowledges that unauthorised disclosure or use of the Confidential Information could cause irreparable harm and significant injury to the Territory, which may be difficult to ascertain. Accordingly, the Recipient agrees that the Territory has the right to seek immediate injunctive relief from

breaches of this Deed, in addition to any other rights and remedies it may have in law.

- (3) The Recipient acknowledges that disclosure of the Request, including any disclosure that a quote was provided, is to be kept confidential.

## **8. Indemnity**

The Recipient indemnifies the Territory against all liability or loss arising directly or indirectly from and any costs, charges and expenses incurred in relation to or in connection with:

- (1) any breach by the Recipient of this Deed; and
- (2) any act or omission by any of its officers, employees, agents, consultants, advisors which, if done or omitted to be done by the Recipient, would be a breach of the Recipient's obligations under this Deed.

## **9. General**

### **9.1 No assignment**

The rights and obligations of any party under this Deed can only be assigned with the prior approval of the other party.

### **9.2 Retention of rights**

The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by the law and in equity independently of this Deed.

### **9.3 Exercise of rights**

A party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

### **9.4 Waiver and variation**

A provision of or a right created under this Deed may not be:

- (1) waived excepted in writing signed by the party granting the waiver; or
- (2) varied except in writing signed by the parties.

### **9.5 Survival of indemnities**

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the Recipient and survives termination of this Deed.

### **9.6 Enforcement of indemnities**

It is not necessary for a party to incur an expense or make a payment before enforcing a right of indemnity conferred by this Deed.

**9.7 Governing law**

This Deed is governed and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the Courts of the Territory.

**9.8 Enforcement of Deed**

The Recipient acknowledges that this Deed may be relied on and enforced by the Territory in accordance with its terms even though the Territory is not a party to this Deed.

**EXECUTED** as a deed poll.

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**Executed** by Finity Consulting Pty Limited ACN XXXXXXXX in accordance with section 127 of the *Corporation Act 2001* (Cth):

.....  
Signature of Director

.....  
Signature of Director/Company Secretary

.....  
Print Name

.....  
Print Name

## Willis, Cecilia

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**From:** Stewart-Moore, Karen  
**Sent:** Friday, 16 June 2017 5:12 PM  
**To:** democracyCo  
**Cc:** 'Emma Lawson'; Willis, Cecilia  
**Subject:** Letter of Acceptance [DLM=Sensitive]  
**Attachments:** Letter to democracyCo.pdf; RFQ deliberative democracy strategies - Democracy Co (003).docx

Dear Emily

It was lovely to speak with you this afternoon. Please find attached the Letter of Acceptance. I look forward to speaking with you next week.

Have a lovely weekend.

Kind regards,

Karen

Karen Stewart-Moore | Senior Manager, Strategic Communications, Media and Protocol

**Phone: 02 6205 2855 | Mobile: 0419 212 642**

**Communications, Engagement and Protocol** | Chief Minister Treasury and Economic Development Directorate |

**ACT Government**

Level 4, Canberra Nara Centre, 1 Constitution Avenue, Canberra City | GPO Box 158 Canberra City ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

**Hours: Mon/Tues & Thurs/Fri**



16/06/2017

Ms Emily Jenke  
democracyCo  
PO Box 6065  
Halifax St  
ADELAIDE SA 5000

RFQ Title:	Request for Quote for a Deliberative Democracy strategy for ACT Government projects	RFQ Number:	2017-05-16T12
Directorate:	Chief Minister and Treasury Directorate	Section/Business Unit:	Communications
Contact Officer:	Karen Stewart-Moore	Contact Officer Phone Number:	02 6205 2855

**LETTER OF ACCEPTANCE**

Dear Emily

Thank you for submitting a Quotation in response to the above Request for Quotation.

The Australian Capital Territory (Territory) would like to inform you that your quotation (attached) has been successful for the strategy for a deliberative democracy process for a *Compulsory Third Party (CTP) Insurance review project (Pilot 1)*.

# Out of Scope

The contract officer, Cecilia Willis (telephone 02 6207 0292), will be in contact with you shortly to discuss the next steps in the process.

In the meantime, if you wish to discuss anything regarding this process please contact me on the telephone number above.

Yours sincerely

Karen Stewart-Moore  
Senior Manager, Communications

## Willis, Cecilia

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**From:** Willis, Cecilia  
**Sent:** Tuesday, 18 July 2017 9:33 AM  
**To:** Emma Lawson; emily@democracyco.com.au  
**Cc:** Holmes, Lisa  
**Subject:** RFQ for the delivery of the CTP deliberative engagement strategy [DLM=For-Official-Use-Only]  
**Attachments:** RFQ deliberative strategy facilitation.docx

Dear Emma and Emily

Please find attached a Request for Quotation for the delivery of the CTP deliberative engagement strategy (ACTGOVRFQ- 1- 738). If you choose to quote, please provide your response to me by return email by COB 31 July 2017.

Please feel free to contact me if you have any questions.

Kind regards

Cecilia Willis |Senior Manager  
Phone: +61 2 6207 0292 | Email: [cecilia.willis@act.gov.au](mailto:cecilia.willis@act.gov.au)  
Financial Framework Management and Insurance  
Chief Minister, Treasury and Economic Development Directorate | ACT Government  
Level 1 Canberra Nara Centre, Chief Minister, Treasury and Economic Development | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

Please note I do not work Mondays.



## Goods and Services

## REQUEST FOR QUOTE (Services) under \$200,000

## REQUEST FOR QUOTE INFORMATION

The Territory as represented by the Chief Minister, Treasury and Economic Development would like to invite DemocracyCo Pty Ltd to respond to this request for quotation (RFQ).

This RFQ comprises:

- Schedule 1 – Statement of Requirement
- Schedule 2 – Supplier Quotation
- Schedule 3 – Special Conditions (if any)
- Attachment A – RFQ Definitions
- The Territory's Standard Terms and Conditions of Quotation located on the Tenders ACT website.

## SCHEDULE 1 – STATEMENT OF REQUIREMENT

RFQ Title:	RFQ for the facilitation of a deliberative engagement strategy for the ACT's Compulsory Third Party Insurance Scheme	RFQ Number (if applicable)	ACTGOVRFQ- 1- 738
Directorate:	Chief Minister, Treasury and Economic Development	Section/Business Unit:	Financial Framework Management and Insurance
Date Issued:	18/07/2017	Closing Date:	31/07/2017
Referees Requested:	No	Closing Time:	5.00pm AEST
Territory Contact Officer:	For all matters relating to this RFQ contact: Cecilia Willis at Cecilia.willis@act.gov.au telephone 02 6207 0292	Supplies Required by:	See "Delivery Information" below
Lodgement method:	Quotations should be lodged with Cecilia Willis, Senior Manager, Insurance via email at Cecilia.willis@act.gov.au in a MS Word or PDF format by the closing time and closing date specified above. <b>Please note:</b> due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be address to Cecilia Willis and emailed to Cecilia.willis@act.gov.au		

## The Requirement

Item	Details
Description of Requirement:	<p><u>Overview</u></p> <p>The Australian Capital Territory Government ("the Territory") is intending to seek the views of ACT residents on the current compulsory third party (CTP) motor accident insurance scheme and ask them what kind of CTP scheme they want. To facilitate this, DemocracyCo Pty Ltd was commissioned to develop a deliberative engagement</p>



Item	Details
	<p>strategy ("the strategy"). A citizens' jury process is being recommended. The Territory now seeks a quotation for the facilitation of the strategy.</p> <p><b>Requirements</b></p> <p>The successful Supplier will be required to deliver the deliberative engagement strategy on the ACT's CTP insurance scheme developed by DemocracyCo. This includes recruitment and facilitation of the jury, facilitation of the Stakeholder Reference Group and facilitation of the provision of final jury recommendations to the Territory in the form of a written report.</p> <p>The Territory notes that the final deliberative engagement strategy is due on 24 July 2017 and will be subject to Government approval in mid-late August. If approved, the strategy requires that the recruitment of the jury commence immediately thereafter. Preparatory work will need to have been completed in advance.</p> <p>To allow the project to proceed in accordance with the proposed timelines, the quotation is sought on the following basis:</p> <ol style="list-style-type: none"> <li>1) The quotation for the project should be provided as a fixed cost based on the facilitation of the strategy as provided to the Territory and should include all disbursements such as recruitment costs, jury honorariums, and facilitation materials. <ol style="list-style-type: none"> <li>a) If it is not possible to provide a fixed cost on some elements of the strategy because of uncertainty around the effort required (for example, how many Stakeholder Reference Group meetings will be required), cost can be quoted on a per item basis (for example, cost per meeting).</li> </ol> </li> <li>2) The quotation should include an indication of additional costs anticipated for the Territory that are not included in the fixed cost e.g. facilitator travel costs or expert witness fees. Note the Territory does not require an estimated cost of the following which it expects to procure separately: <ol style="list-style-type: none"> <li>a) Online and CATI survey development and research services;</li> <li>b) Specialist advice on the policy subject matter (e.g. actuarial services);</li> <li>c) Media services and advertising; and</li> <li>d) Venue hire and catering for the jury deliberations.</li> </ol> </li> <li>3) The quotation should include an hourly rate and daily rate that will be applied in the following circumstances: <ol style="list-style-type: none"> <li>a) Should the Territory not approve the strategy or elect not to proceed for any other reason, the Territory may terminate the agreement with the successful Supplier. The Territory will reimburse the successful Supplier for work already undertaken using the hourly/daily rate.</li> <li>b) Should the Territory require changes to the final strategy that results in additional work for the successful Supplier, the Territory will use the hourly/daily rate to reimburse the Supplier for the additional work (unless the Supplier and the Territory otherwise agree to amend the fixed price).</li> <li>c) Should the successful Supplier be required to attend any meetings or briefings after the conclusion of the project (such as Committee hearings), the Supplier will be reimbursed using the hourly/daily rate.</li> </ol> </li> </ol> <p><b>Confidentiality</b></p> <p>This RFQ is provided on a confidential basis and the previously executed deed of confidentiality continues to apply. This document and its contents must not be discussed with anyone who is not bound by the deed of confidentiality signed by you or your organisation.</p>

Item	Details
Delivery Information:	The strategy will be delivered between August 2017 and March 2018. Some time should be allowed for slippage. Some time should be allowed for follow up briefings. The contract will be for a period of not more than 18 months.
Standards and Best Practice:	Reports must be provided electronically in MS Word format. The consultant is expected to meet all relevant occupational health and safety standards. Specified personnel will be included in the contract. Please ensure that the skills and experience of all personnel who would work on the project are included below.

## SCHEDULE 2 – QUOTATION

### Respondent's Details

Full legal name:	Insert your full legal or company name.
Registered office or postal address:	Insert your registered office address or postal address.
ACN/ARBN (if applicable):	Insert your ACN or ARBN if applicable.
ABN (if applicable):	Insert your ABN if applicable.

### Contact Officer

For all matters relating to this RFQ, including any notices, the Respondent's contact officer will be:

Name or position title:	Insert the name or position title of the contact officer.
Work:	Insert the work contact number for the contact officer.
Mobile:	Insert a contact mobile number if applicable.
Email:	Insert an email address for the contact officer.

**IMPORTANT:** The ACT Government has implemented the Canberra Region Local Industry Participation Policy (LIPP) to ensure competitive local businesses are given every opportunity to compete to bid for government contracts. Please indicate if your business is an SME or a local business to assist the purchasing officer fulfil their requirements. Definitions are available in Attachment A. This is not part of the Assessment Criteria.

Is your business a Small to Medium Enterprise?	Choose an item.
Is your business a local business; i.e. located in the Canberra Region?	Choose an item.

This Request for Quotation will be assessed against the following Assessment Criteria.

Evaluation of your quote will be based on value for money (e.g. capacity, capability and budget/costs). When completing this RFQ ensure your response covers these areas.

1. **CRITERION ONE: Methodology to deliver the Services** (maximum score: 40)

- Respondents are required to demonstrate how services will be delivered within the timeframes in the strategy.
- Please advise if you are unable to meet any of the standard short form contract terms and conditions.

2. **CRITERION TWO: Organisational Experience and Past Performance** (maximum score: 30)

Respondents must provide information demonstrating their past performance, experience with management in the provision of similar services to government agencies and/or any other similar organisations including:

- name of government agencies/organisation for whom the services were provided;
- the period over which the services were provided; and

c. an outline of the deliverables and outcomes achieved.

3. CRITERION THREE: **Qualifications, Experience and Suitability of Specified Personnel** (maximum score: 30)

Respondents are required to demonstrate:

- a. the skills and experience of specified personnel including at a minimum, a Curriculum Vitae (CV) with the following evidence:
  - i. name;
  - ii. position/level;
  - iii. specific area/s of subject matter expertise;
  - iv. qualifications including certificates/registration;
  - v. number of year's experience;
  - vi. brief description of key projects undertaken/completed; and
- b. an ability to provide 'back up' staff with the appropriate level of skills necessary to conduct services if the Specified Personnel are not available or there is a requirement for urgent work.

4. CRITERION FOUR: **Budget/costs** (unweighted criterion)

The quotation will be assessed against proposed costs to ensure value for money.

Insert your description of how you will meet the Territory's requirements as set out in Schedule 1. Include details of products/services and your capacity to deliver against the requirements.

**Prices for Services**

Respondents are to provide a fixed price quote and an hourly and daily rate as outlined above in requirements.

Make sure you include the following for each service requirement:

- Task
- Milestone deliverable (if applicable)
- Milestone delivery date (if applicable)
- Payment schedule excluding GST
- Payment schedule GST component
- Payment schedule including GST

Also include the total costs broken down into:

- Total GST Exclusive
- Total GST
- Total GST inclusive

**Insurance Details**

The Supplier must effect and maintain, for the Term, all insurances required to be effected by it by law and the following insurances:

- Public liability insurance in the amount of \$10 million in the aggregate
- Professional indemnity insurance in the amount of \$10 million in the aggregate

If required by the Territory, the Supplier must provide evidence of the above insurance.

**Specified Personnel**

Make sure you include the following information for each specified personnel:

- Name
- Position or Role

**Referees**

Not applicable.

**SCHEDULE 3 – SPECIAL CONDITIONS OF QUOTATION**

Not applicable.

**RESPONDENT DECLARATION**

**I** *I/We quote to provide the Supplies described in the RFQ at the GST inclusive prices specified in the Quotation.*

*I/We undertake to provide evidence of insurance policies if selected as the preferred Respondent prior to entering into a contract with the Territory.*

*I/We declare I/We have sighted and agree to the Territory's Standard Terms and Conditions of Quotation (located on the Tenders ACT website), and any Special Conditions of RFQ at Schedule 3.*

*I/We declare that all information required by the General Conditions of RFQ has been included in our Quotation.*

Prior to signing ensure you have the legal authority to be a signatory for this quote.

**NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in Schedule 1.**

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert you position or title.
Signatory's Phone Number:	Insert your phone number, including area code.	Signatory's email address:	Insert your email address.
Date:	Click here to enter a date.		

**ATTACHMENT A - DEFINITIONS**

The following definitions apply to this RFQ:

<b>Assessment Criteria</b>	the criteria by which a quotation will be evaluated, set out in Schedule 2 – Quotation.
<b>Quotation</b>	means a quotation lodged by a respondent in response to an RFQ.
<b>Respondent</b>	means the legal entity that submits a quotation.
<b>Supplies</b>	means the goods, services or goods and services specified in Schedule 1 of this RFQ, and includes all incidental goods and services that are reasonably necessary to allow the Territory to use and understand the supplies to their full benefit.
<b>Territory</b>	when used in a geographical sense, means the Australia Capital Territory, when used in any other sense, the body politic established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
<b>Small to Medium Enterprise (SME)</b>	means a business that has fewer than 200 full time employees or equivalent (FTEs). This is different to ACT Government's old definition of a Regional SME, which was a combination of an SME and a business located in the Canberra Region.
<b>Local Business</b>	means a business located within the Canberra Region is a business that is registered or has an office in the ACT or a set of surrounding NSW Shire Councils including; Bega Valley, Eurobodalla, Goulburn Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Yass Valley, (refer to CBRJO).

**Willis, Cecilia**

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**From:** democracyCo <emily@democracyco.com.au>  
**Sent:** Friday, 15 September 2017 6:24 PM  
**To:** Nutt, Teone  
**Cc:** 'Vivienne Lambert'; 'Emma Lawson'  
**Subject:** RE: More names for the invitation list [SEC=UNCLASSIFIED]

Thanks Teone – excellent. Hope some of them sign up  
Em

**Emily Jenke**

Co CEO  
M: 0427834062  
[www.democracyco.com.au](http://www.democracyco.com.au)



**From:** Nutt, Teone [mailto:Teone.Nutt@act.gov.au]  
**Sent:** Friday, 15 September 2017 1:04 PM  
**To:** Emily Jenke <emily@democracyco.com.au>  
**Subject:** More names for the invitation list [SEC=UNCLASSIFIED]

Hi Emily,

Hope you're well!

We popped out to the western CIT campus at lunch and have a few more names for the list:



How are RSVPs going?

Kind regards,  
Teone

Teone Nutt | Digital Communications Officer  
Phone | 02 6205 0771  
Communications & Engagement | Chief Minister Treasury and Economic Development Directorate | ACT Government

-----  
This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.  
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## Willis, Cecilia

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**From:** Willis, Cecilia  
**Sent:** Thursday, 21 September 2017 5:23 PM  
**To:** Vivienne Lambert  
**Cc:** Kingham, Amy; Nutt, Teone; Emma Lawson  
**Subject:** RE: Quote for CTP mail out [SEC=UNCLASSIFIED]

Thanks Vivienne. If you don't receive anything more formal by way of quote overnight, would you mind forwarding their email and adding an explanation as to what we are purchasing (if it's not clear from their email)? I'd love to get this signed off tomorrow.

I'm not in til the afternoon tomorrow but Amy (02 6205 9593) and Teone will be here.

Many thanks  
Cecilia

Cecilia Willis | Senior Manager  
Phone: +61 2 6207 0292 | Email: [cecilia.willis@act.gov.au](mailto:cecilia.willis@act.gov.au)  
Financial Framework Management and Insurance  
Chief Minister, Treasury and Economic Development Directorate | ACT Government  
Level 1 Canberra Nara Centre, Chief Minister, Treasury and Economic Development | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

# Out of Scope



**Willis, Cecilia**

---

**From:** Stewart-Moore, Karen  
**Sent:** Friday, 22 September 2017 10:28 AM  
**To:** 'Emma Lawson'  
**Subject:** RE: Quote [SEC=UNCLASSIFIED]

Emma, while we are waiting can you send me a list of the 55 suburbs – I want to make sure they are in the right areas.

Thanks  
Karen

# Out of Scope

**Willis, Cecilia**

---

**From:** Kingham, Amy  
**Sent:** Friday, 22 September 2017 11:27 AM  
**To:** Vivienne Lambert; Willis, Cecilia  
**Cc:** Nutt, Teone; Emma Lawson; Stewart-Moore, Karen  
**Subject:** RE: Quote for CTP mail out [SEC=UNCLASSIFIED]  
**Attachments:** Vote Compass invitation copy.doc

Hi Viv

Please see attached the approved invitation to recruit additional jury members. We have received the Vote Compass quote and are expecting to have this approved just after lunch today.

Thanks  
Amy

**Amy Kingham** | Senior Project Officer  
Financial Framework Management and Insurance | Chief Minister, Treasury and Economic Development Directorate  
Phone: (02) 620 59593 | [amy.kingham@act.gov.au](mailto:amy.kingham@act.gov.au)

**Out of Scope**

# Out of Scope

Dear XXXXX,

Chief Minister for the Australian Capital Territory, Andrew Barr MLA invites you to be a part of the ACT Government's first citizens' jury to help improve the Compulsory Third Party (CTP) motor accident insurance scheme.

#### **Key details**

##### **Part 1**

Saturday, October 14 and Sunday, October 15, 2017

Saturday, October 28 and Sunday, October 29, 2017

##### **Part 2**

Saturday, March 24 and Sunday, March 25, 2018

The jury will meet from 9:00am to 4:30pm at CIT Reid, 37 Constitution Avenue, Canberra.

**Register by midnight Tuesday 26 September, 2017** at [www.democracyco.com.au/rsvp](http://www.democracyco.com.au/rsvp)

**You will need to commit to attending all six days.**

Jurors will receive an honorarium payment totalling \$450 for their participation if they attend all sessions.

**If you use Canberra's roads then CTP insurance affects you.**

CTP in the ACT doesn't cover everyone injured in a motor vehicle accident and it can take two years or more to get your full payout, but we still pay some of the highest premiums in the country. The Government believes our CTP scheme should be improved to better protect Canberrans.

You could be part of a group of 50 Canberrans – the CTP citizens' jury – to decide the priorities of an improved CTP scheme, and to choose the insurance model that best reflects the priorities of Canberrans.

The jury process will be run by independent facilitators, democracyCo. The jury will consider information from experts and stakeholders, as well as the views of the broader Canberra community. A special expert group will be charged with developing models to meet the jury's priorities.

#### **Who can be on the jury?**

Everyone eligible who registers will be entered into a random selection process to finalise the jury. More information on eligibility is provided [here](#). On registration, you'll be asked a few questions to ensure the jury is made up of 50 people who broadly correspond to the demographics of the ACT population. This invitation is not transferable.

#### **Why get involved?**

The citizens' jury process provides a genuine opportunity to influence the design of the CTP scheme in the ACT. The ACT Government is committed to pursuing the CTP scheme model preferred by the Jury. Watch the video [here](#) to find out more about citizens' juries.

#### **Contact**

If you have any questions about registering and participating please email [vivienne@democracyco.com.au](mailto:vivienne@democracyco.com.au) or call 0417 084 475.

You can also find out more by visiting [www.yoursay.act.gov.au/ctp](http://www.yoursay.act.gov.au/ctp)

Kind regards,

XXXXXX XXXXXXXX

**Willis, Cecilia**

---

**From:** Kingham, Amy  
**Sent:** Friday, 22 September 2017 2:09 PM  
**To:** Emma Lawson; Vivienne Lambert  
**Cc:** Willis, Cecilia; Stewart-Moore, Karen; Nutt, Teone; Masters, Nicole  
**Subject:** FW: Quote - additional citizens' jury recruitment [SEC=UNCLASSIFIED]  
**Attachments:** Quote- Citizen's Jury Recruitment.docx; RE: Quote for CTP mail out [SEC=UNCLASSIFIED]

Emma

The attached quote is approved, thanks for the quick work on this. I have attached another copy of the approved email invitation.

Regards  
Amy

**Amy Kingham** | Senior Project Officer  
Financial Framework Management and Insurance | Chief Minister, Treasury and Economic Development Directorate  
Phone: (02) 620 59593 | [amy.kingham@act.gov.au](mailto:amy.kingham@act.gov.au)

**Out of Scope**

# Out of Scope

## Project brief:

# Recruitment to a Citizen's Jury in ACT

## Objective

**Sch 2.2(a)(xi)** will assist DemocracyCo in recruiting prospective participants to the Citizen's Jury on improving the Compulsory Third Party (CTP) Insurance Scheme.

## Work

**Sch 2.2(a)(xi)** will send 1,000 emails to its proprietary research panel. These emails will be targeted to individuals living in 55 suburbs specified by the client. This work will be conducted on a rush basis, and invites will be sent out within 24 hours of the receipt of the final invite text.

## Pricing

# Sch 2.2(a)(xi)

## About **Sch 2.2(a)(xi)**

**Sch 2.2(a)(xi)** is a civic tech and data initiative founded and operated by a team of statisticians and social scientists. Its digital products have engaged millions of users worldwide. Its analytics services draw on unique data and methods to generate exceptional insights for media, government, commercial, and non-profit institutions.

**Sch 2.2(a)(xi)**

## Willis, Cecilia

---

**From:** Willis, Cecilia  
**Sent:** Friday, 22 September 2017 3:32 PM  
**To:** Kingham, Amy; Emma Lawson; Vivienne Lambert  
**Cc:** Stewart-Moore, Karen; Nutt, Teone; Masters, Nicole; democracyCo  
**Subject:** RE: Quote - additional citizens' jury recruitment [SEC=UNCLASSIFIED]

Hi Emma/Viv/Emily

Can someone please call me or Karen before this is actioned? We need to ensure that the postcodes are targeted so we need to see the list.

Many thanks  
Cecilia

---

**From:** Kingham, Amy  
**Sent:** Friday, 22 September 2017 2:09 PM  
**To:** Emma Lawson; Vivienne Lambert  
**Cc:** Willis, Cecilia; Stewart-Moore, Karen; Nutt, Teone; Masters, Nicole  
**Subject:** FW: Quote - additional citizens' jury recruitment [SEC=UNCLASSIFIED]

Emma

The attached quote is approved, thanks for the quick work on this. I have attached another copy of the approved email invitation.

Regards  
Amy

**Amy Kingham** | Senior Project Officer  
Financial Framework Management and Insurance | Chief Minister, Treasury and Economic Development Directorate  
Phone: (02) 620 59593 | [amy.kingham@act.gov.au](mailto:amy.kingham@act.gov.au)

# Out of Scope



Out of Scope

## Willis, Cecilia

---

**From:** Masters, Nicole  
**Sent:** Friday, 22 September 2017 7:49 PM  
**To:** Willis, Cecilia  
**Cc:** Emma Lawson; Vivienne Lambert; democracyCo; Stewart-Moore, Karen; Kingham, Amy; Holmes, Lisa  
**Subject:** Re: Suburbs to target [SEC=UNCLASSIFIED]

Hi everyone

I have quickly skimmed the list of suburbs and without having an encyclopedic knowledge of all the suburbs, the selection looks good to me.

Are we still waiting for any more information?

Thanks so much for everyone's efforts on this -

Nicole

Sent from my iPhone

On Sep 22, 2017, at 5:39 PM, Willis, Cecilia <[Cecilia.Willis@act.gov.au](mailto:Cecilia.Willis@act.gov.au)> wrote:

Many thanks Emma.

Based on this, Karen and I have selected 55 suburbs from the list you provided to target should we decide to go ahead with the additional recruitment (attached).

Nicole, please let me know if you have any concerns with the list. I will await the second quote before recommending how to proceed.

Many thanks

Cecilia Willis | Senior Manager

Phone: +61 2 6207 0292 | Email: [cecilia.willis@act.gov.au](mailto:cecilia.willis@act.gov.au)

Financial Framework Management and Insurance

Chief Minister, Treasury and Economic Development Directorate | ACT Government

Level 1 Canberra Nara Centre, Chief Minister, Treasury and Economic Development | GPO Box 158

Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

# Out of Scope

# Out of Scope

## List of ACT suburbs by electorate for the 2016 ACT Legislative Assembly election

### Brindabella

Banks	Gilmore	<del>Mount Clear district</del>	<del>Theodore</del>
Bonython	Gordon	<del>Oxley</del>	<del>Tuggeranong</del>
<del>Bonith District</del>	Gowrie	<del>Paddy's River District</del>	<del>Tuggeranong District Sth</del>
Calwell	Greenway	<del>Rendezvous Creek District</del>	Wanniassa
Chisholm	Isabella Plains	Richardson	<del>Williamsdale</del>
Conder	Macarthur	<del>Royalla</del>	
<del>Cottar Dam</del>	<del>Melrose Valley</del>	<del>Tenment District</del>	
Fadden	Monash	<del>Thanwa</del>	

### Ginninderra

Aranda	Dunlop	<del>Holt</del>	<del>Scullin</del>
Belconnen	Florey	Latham	Spence
<del>Belconnen District Sth</del>	Flynn	Macgregor	Weetangera
<del>Bruce</del>	Fraser	Macquarie	
Charnwood	Hawker	<del>Melba</del>	
Cook	Higgins	Page	

### ~~Kurrajong~~

<del>Aston</del>	<del>Downer</del>	<del>Jerrabomberra District</del>	<del>Pralligo</del>
<del>Ainslie</del>	<del>Duntroon</del>	<del>Kingston</del>	<del>Red Hill</del>
<del>Barton</del>	<del>Fairbairn</del>	<del>Kowen Forest</del>	<del>Reid</del>
<del>Beard</del>	<del>Forrest</del>	<del>Lyngham</del>	<del>Russell</del>
<del>Braddon</del>	<del>Fyshwick</del>	<del>Majura District</del>	<del>Symonston</del>
<del>Campbell</del>	<del>Griffith</del>	<del>Narrabundah</del>	<del>Turner</del>
<del>Canberra City</del>	<del>Hackett</del>	<del>O'Connor</del>	<del>Watson</del>
<del>Deakin</del>	<del>HMAS Harman</del>	<del>Oaks Estate</del>	<del>Yarralumla</del>
<del>Dickson</del>	<del>Hume</del>	<del>Parkes</del>	

### Murrumbidgee

Chapman	<del>Carman</del>	<del>O'Malley</del>	<del>Uriarra</del>
<del>Chifley</del>	Holder	<del>Reece</del>	Waramanga
<del>Coombs</del>	<del>Hughes</del>	<del>Phillip</del>	<del>Weston</del>
<del>Coree District</del>	<del>Isaacs</del>	<del>Rivett</del>	Weston Creek
<del>Curtin</del>	Kambah	<del>Stirling</del>	<del>Woden</del>
<del>Denman Prospect</del>	<del>Lyons</del>	<del>Stromlo</del>	Wright
Duffy	<del>Mawson</del>	<del>Swinger Hill</del>	
<del>Farrer</del>	<del>Molonglo</del>	<del>Torrans</del>	
Fisher	<del>Mount Stromlo</del>	<del>Tuggeranong District Nth</del>	

### Yerrabi

Amaroo	Forde	Harrison	<del>Mansrieff</del>
<del>Belconnen District Nth</del>	Franklin	Jacka	Ngunnawal
Bonner	Giralang	Kaleen	Nicholls
Casey	Gungahlin	<del>Lawson</del>	Palmerston
Crace	<del>Hall</del>	<del>McKellar</del>	<del>Throsby</del>
Evatt	<del>Hall District</del>	Mitchell	

**Willis, Cecilia**

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**From:** Willis, Cecilia  
**Sent:** Saturday, 23 September 2017 10:08 AM  
**To:** Emma Lawson; Stewart-Moore, Karen; Masters, Nicole; Kingham, Amy  
**Cc:** 'Vivienne Lambert'  
**Subject:** RE: Quote  
**Attachments:** image001.png

Hi Emma

Following discussion with Nicole, please go ahead with the fast email option to 1500 emails targeted to the selected suburbs I sent through yesterday. I approve expenditure on the "rush project management fee" of **Sch 2.2(a)(xi)** . gst and **Sch 2.2(a)(xi)** per email **Sch 2.2(a)(xi)**

As discussed, taking into account the advice from **Sch 2.2(a)(xi)** that most people rsvp in 48 hours, I think cob Thursday is a suitable closing date, noting the email will go out overnight Monday.

Karen will send through a logo soon.

Please have them invoice us directly.

Many thanks  
Cecilia Willis

# Out of Scope

Out of Scope

# Out of Scope

**Willis, Cecilia**

---

**From:** Vivienne Lambert <vivienne@democracyco.com.au>  
**Sent:** Monday, 25 September 2017 9:38 AM  
**To:** Stewart-Moore, Karen  
**Cc:** Emma Lawson  
**Subject:** Re: More about timing for launch of invites

OK

**Vivienne Lambert**  
**0417084475**



On Mon, Sep 25, 2017 at 8:57 AM, Stewart-Moore, Karen <[Karen.Stewart-Moore@act.gov.au](mailto:Karen.Stewart-Moore@act.gov.au)> wrote:

Hi Viv

Yes let's go ahead with Friday midnight.

Thanks

Karen

Apologies for typos or autocorrect. This was sent from my iPhone

# Out of Scope



# Out of Scope

## Willis, Cecilia

---

**From:** Stewart-Moore, Karen  
**Sent:** Monday, 25 September 2017 11:12 AM  
**To:** 'Vivienne Lambert'; 'Emma Lawson'  
**Cc:** Willis, Cecilia; Masters, Nicole  
**Subject:** Wording re recruitment [SEC=UNCLASSIFIED]

Hi Viv and Emma

Below are some words you can use re recruitment. Call me on the mobile if there's any dramas.

Viv, thanks for including me in the email to Out of Scope We'll see what time he thinks he could send final copy through – if it's 2am I might think twice. It's a fairly simple email (after seeing those examples) so feeling more relaxed about it.

Thanks

Karen

---

Seventy-six Canberrans have already registered to participate in the citizens' jury on Compulsory Third Party (CTP) insurance, reflecting a suitable range of ages, gender, knowledge of CTP and different types of road users.

There is still room for more Canberrans from the ACT's outer suburbs to participate, so we (demCo) will carry out further recruitment this week with email invitations going to 1,500 Canberrans via the Vote Compass database.

Those who receive an invitation in their inbox will have until **midnight Friday 29 September** to respond. The composition of the jury will be finalised following this recruitment and the selected jurors notified.

---

Karen Stewart-Moore | Deputy Director, Strategic Engagement

**Phone: 02 6205 2855 | Mobile: 0419 212 642**

**Communications & Engagement** | Chief Minister Treasury and Economic Development Directorate |

**ACT Government**

Level 4, Canberra Nara Centre, 1 Constitution Avenue, Canberra City | GPO Box 158 Canberra City ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

**Hours: Mon/Tues & Thurs/Fri**

**Willis, Cecilia**

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**From:** Stewart-Moore, Karen  
**Sent:** Tuesday, 26 September 2017 12:08 AM  
**To:** Vivienne Lambert  
**Cc:** **Out of Scope** Emma Lawson  
**Subject:** Re: Finals for CTP recruitment

Hi **Out of Scope**

Please go ahead with the emails as soon as you are ready using the approved text sent to you by Vivienne. No need to wait for my approval.

Thanks

Karen

Apologies for typos or autocorrect. This was sent from my iPhone

# Out of Scope

# Out of Scope

## Willis, Cecilia

---

**From:** Willis, Cecilia  
**Sent:** Wednesday, 13 December 2017 1:21 PM  
**To:** Geoff Atkins; Holmes, Lisa; Smith, Charlotte  
**Subject:** comments on paper [SEC=UNCLASSIFIED]  
**Attachments:** R Model designs v4 20171211.docx

Many thanks Geoff.

Further to our discussion, here are some comments on your paper from the perspective of what we think is practical and workable in the ACT (note I haven't included comments about assessment of GDs and dispute resolution but please feel free to call me if you wanted to clarify that discussion further).

Kind regards

Cecilia Willis | Senior Manager  
Phone: +61 2 6207 0292 | Email: [cecilia.willis@act.gov.au](mailto:cecilia.willis@act.gov.au)  
Financial Framework Management and Insurance  
Chief Minister, Treasury and Economic Development Directorate | ACT Government  
Level 1 Canberra Nara Centre, Chief Minister, Treasury and Economic Development | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)

Please note that I do not work on Fridays.

**From:** Geoff Atkins [<mailto:Geoff.Atkins@finity.com.au>]  
**Sent:** Wednesday, 13 December 2017 12:48 PM  
**To:** Holmes, Lisa <[Lisa.Holmes@act.gov.au](mailto:Lisa.Holmes@act.gov.au)>; Willis, Cecilia <[Cecilia.Willis@act.gov.au](mailto:Cecilia.Willis@act.gov.au)>; Smith, Charlotte <[Charlotte.Smith@act.gov.au](mailto:Charlotte.Smith@act.gov.au)>  
**Subject:** First go at a flowchart

Regards  
Geoff Atkins

Ph +61 2 8252 3337  
Mobile +61 412 123 684  
Email [geoff.atkins@finity.com.au](mailto:geoff.atkins@finity.com.au)



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<Client Name>

- ▶ General damages to a maximum of \$500,000 with the amount being determined by the ISV score and a look-up table.
- Legal fees will be as per court scales with a maximum solicitor-client fee of 20% of the common law settlement in excess of \$50,000, and with disclosure to client and regulator.

**Commented [WC1]:** This kind of fee structure isn't allowed -- refer s285 of the Legal Profession Act 2006

### 2.3 Model C

	Available to all	Available to not-at-fault
<b>Coverage available?</b>	Up to 2/5 years	Additional Modified CL
<b>Treatment</b>	5 years	No time limit (CL)
<b>Domestic services</b>	2 years	No time limit (CL)
<b>Income benefits</b>	80% for 2 years; Serious injury to 5 yrs	80%, no time limit (CL); 5% WPI threshold?
<b>Quality of life</b>	Benefit up to \$350,000 using ISV or WPI	GDs up to \$500k based on ISV
<b>Death</b>	Funeral cost plus up to \$350,000	As per all with option of CL claim available
<b>Support</b>	Support service	Support service; legal at CL only
<b>Dispute resolution</b>	ACAT; medical examiners	ACAT, then Court
<b>Common law limitations?</b>		Use ISV threshold of 5 for GDs Gratuitous care limits Income loss at 80%

**Commented [WC2]:** Just a formatting comment for consistent information in the tables across models

#### 2.3.1 Model C Notes

The aim of Model C is to give similar benefits to all injured people, but with an additional common law lump sum for those who are seriously injured by the negligence of someone else.

Everyone starts off with the same entitlements. Treatment is available for 5 years, income loss and domestic services for 2 years.

For permanent impairment there is a lump sum payment determined using the ISV with a maximum of \$350,000 regardless of fault.

For those who can demonstrate that someone else was at fault:

- The insurer may at its discretion pay 'reasonable and necessary' treatment, domestic care and income loss until the common law claim is resolved <not needed because of times?>
- Under a common law claim the entitlements of the claimant are:
  - ▶ Past economic loss, to the extent that income loss has not been paid by the insurer along the way
  - ▶ Subject to a threshold of more than 5% WPI, future loss of earning capacity, with compensation based on 80% of the earning capacity that has been lost
  - ▶ Past and future treatment
  - ▶ Gratuitous care based on 6 hours/6 months rule



## 4 Support and dispute resolution

The Jury put a high priority on support in navigating the system. This links with dispute resolution processes that are needed for statutory and common law aspects of the scheme. In this section we also deal with medical determinations and disputes.

We think of the support in three categories:

- (i) Information – both general and personalised information to assist an injured person and their family to understand and navigate the system
- (ii) Advocacy – support and advice in obtaining evidence, dealing with the insurer and in lower level disputes (but not necessarily legal advice)
- (iii) Representation – legal representation of an injured person in respect of a claim, and particularly a dispute over a claim.

### 4.1 Information

The main options for providing information to assist an injured person to navigate the system include:

- provision of information in brochures and on-line
- requiring insurers to provide navigation assistance
- an information service attached to the regulator
- using an existing community service such as community law
- using solicitors.

#### 4.1.1 For all models – provision of information

A function of the regulator, with assistance from insurers, is to provide multiple sources of information that will enable injured people to begin to access the scheme at the earliest opportunity. This may include:

- System-triggered contacts after a first responder (ambulance or police) has responded to an accident
- Agreement with hospitals to provide information on discharge, whether from ED or admissions, along with any pastoral care or social worker functions
- Information available from GPs and physiotherapists, including the possibility of automatic triggers in practice management software such as Medical Director.

The initial notification of a claim can be on-line or by telephone, as well as by paper. If initial notification is not made within 28 days of the accident, a 'full and satisfactory' explanation is required and there may be limitations on the claim. In particular, benefits for income loss will only commence from the date the claim is notified to the insurer.

As well as initial information, there needs to be follow-up personalised information (such as a help-line) that can give the relevant information to the person taking into account what is known about their claim and the activities to date. 'What happens next, and what do I do?'

## Smith, Charlotte

---

**From:** Smith, Charlotte  
**Sent:** Wednesday, 24 January 2018 2:10 PM  
**To:** Geoff Atkins  
**Cc:** Sch 2.2(a)(ii) Holmes, Lisa; Sch 2.2(a)(ii) Willis, Cecilia; Sch 2.2(a)(ii) Rebecca Dalleywater  
**Subject:** Comments on v5 Paper [SEC=UNCLASSIFIED]  
**Attachments:** R Model designs v5 20171221\_unsecured - with comments 24.01.2018.pdf

Hi Geoff

Hope you had a nice holiday!

Some comments on your paper attached in preparation for your discussion with Lisa tomorrow.

Many thanks,

Charlotte Smith (nee Miles) | Senior Project Officer  
Phone: +61 2 6207 0254 | Email: [charlotte.smith@act.gov.au](mailto:charlotte.smith@act.gov.au)  
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Level 1 Canberra Nara Centre, Chief Minister, Treasury and Economic Development | GPO Box 158 Canberra ACT 2601 | [www.act.gov.au](http://www.act.gov.au)



- ▶ Gratuitous care (past and future)
- ▶ General damages to a maximum of \$500,000 with the court obliged to consider guidance relating to the quantum.
- Legal fees will be as per court scales and client legal services agreements, as at present. A modest fixed fee for statutory disputes will be set. See 4.5.1.



## 2.2 Model B

	Available to all	Available to not-at-fault
<b>Coverage available?</b>	Limited to 12 months	Additional modified common law
<b>Treatment</b>	12 months	No time limit (CL)
<b>Domestic services</b>	12 months (paid care only)	No time limit (CL)
<b>Income benefits</b>	80% for 12 months	100%, no time limit (CL)
<b>Quality of life</b>	n/a	Max \$500k, guidance on amount
<b>Death</b>	Funeral cost plus \$50,000 if there are dependants	Funeral cost plus CL for dependants
<b>Support</b>	Legal: Modest fixed fee	Legal: Court scales
<b>Dispute resolution</b>	Mag Court, IMEs	Court
<b>Common law limitations?</b>		Gratuitous care on 6/6 rule General damages lower for less severe injuries



### 2.2.1 Model B Notes

The aim of Model B is to give more generous benefits to at-fault people, the most significant savings coming from the scaling of general damages at lower injury severities.



Dispute resolution is n[on]tribunal rather than judicial, although it is attached to the Magistrate's Court for referral to appropriate dispute mechanism. For claimant support law firms can use a different client agreement as an alternative to legal advice.



Everyone starts off with the same entitlements, which will run for 12 months.

There should be ample time to determine whether someone else was at fault. If no agreement is reached the tribunal will make this decision.



For those who can demonstrate that someone else was at fault:

- The insurer is obliged to pay 'reasonable and necessary' treatment, domestic care and income loss until a common law claim is resolved, unless the insurer has reasonable cause to cease payments. This obligation continues for a maximum of three years from date of accident; after that time it is at the discretion of the insurer
- Under the common law claim (if it is brought) the entitlements of the claimant are:
  - ▶ Past economic loss (difference between actual loss and income benefits paid)
  - ▶ Future loss of earning capacity
  - ▶ Past and future treatment

# Summary of Comments on R Model designs v5 20171221\_unsecured - with comments 24.01.2018 (002).pdf

Page: 8

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Number: 1	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:45:41 PM +11'00'
insert green text			
Number: 2	Author: charlotte smith	Subject: Sticky Note	Date: 24/01/2018 9:06:01 AM +11'00'
Suggest a 6 month waiting period before accessing CL for Treatment, Domestic Services, Income Benefits and GDs			
Number: 3	Author: charlotte smith	Subject: Sticky Note	Date: 24/01/2018 12:56:13 PM +11'00'
Query - could CL income benefits be limited to 80% for the first 12 months?			
Number: 4	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:02:27 PM +11'00'
This is now potentially not as significant as anticipated			
Number: 5	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:44:40 PM +11'00'
insert green text			
Number: 6	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:02:59 PM +11'00'
Suggest deletion			
Number: 7	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:04:36 PM +11'00'
Replace with CTP Tribunal (see Section 4.5.3)			

- ▶ Gratuitous care based on 6 hours/6 months rule
- ▶ General damages to a maximum of \$500,000 with the amount being determined with a guidance table giving lower amounts than Model A at the less severe end of the scale.
- ① Legal fees will be as per court scales. The solicitor-client fee will have a cap equal to 20% of the amount of the common law settlement in excess of \$50,000 (sliding scale for larger amounts), and with disclosure to client and regulator ② for this purpose the 'common law settlement' is the amount in excess of statutory benefit entitlements. Modest set fees for statutory disputes - see 4.5.1 ③

### 2.3 Model C

	Available to all	Available to not-at-fault
<b>Coverage available?</b>	Up to 2/5 years	Additional Modified CL
<b>Treatment</b>	5 years	No time limit (CL) ④
<b>Domestic services</b>	2 years (paid care only)	No time limit (CL)
<b>Income benefits</b>	80% for 2 years; Over 10% WPI up to 5 yrs	80%, no time limit (CL) ⑤
<b>Quality of life</b>	Benefit up to \$250,000 using WPI; 5% threshold	GDs up to \$500k based on WPI with ranges; 10% WPI threshold ⑥
<b>Death</b>	Funeral cost plus up to \$250,000	As per all with option of CL claim available
<b>Support</b>	Legal, with modest event-based fees	Additional legal at CL only
<b>Dispute resolution</b>	Mag Court, IMEs	Court
<b>Common law limitations?</b>		Gratuitous care on 6/6 rule at minimum wage rate Income loss at 80% ⑦

#### 2.3.1 Model C Notes

The aim of Model C is to give similar benefits to all injured people, but with an additional common law lump sum for those who are seriously injured by the negligence of someone else.

Everyone starts off with the same entitlements. Treatment is available for 5 years, income loss and paid domestic services for 2 years.

For permanent impairment there is a lump sum payment determined using the WPI with a maximum of \$250,000 regardless of fault.

For those who can demonstrate that someone else was at fault:

- ① The insurer may at its discretion pay 'reasonable and necessary' treatment, domestic care and income loss until the common law claim is resolved, although with statutory benefits running for a long period this will be much less important
- ② Under a common law claim the entitlements of the claimant are:
  - ▶ Past economic loss, to the extent that income loss has not been paid by the insurer along the way
  - ▶ Future loss of earning capacity, with compensation based on 80% of the earning capacity that has been lost

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Number: 1	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:05:41 PM +11'00'
Limit fees as per NSW? Or for small claims as per ACTLS 2011 paper?			
Number: 2	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:47:13 PM +11'00'
for publication?			
Number: 3	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:46:35 PM +11'00'
insert green text			
Number: 4	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:49:27 PM +11'00'
We think there should be a waiting period eg 12-20 months before CL claim can be lodged if less than 10% WPI			
For Treatment, Domestic Services and Income Benefits			
Number: 5	Author: charlotte smith	Subject: Sticky Note	Date: 24/01/2018 12:58:53 PM +11'00'
Note on 80%90% question for income loss at common law: We agree with the limiting of CL income benefits to 80% for low level injuries to discourage lodging a CL claim just for a "top up". However, for more serious injuries where someone else was at fault, we think 100% of income loss is more in line with other schemes (noting contributory negligence will be taken into account as well).			
Number: 6	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:49:46 PM +11'00'
We assume the threshold WPI is the actual. The possibility of +3 points would only relate to GD scale?			
Number: 7	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:06:44 PM +11'00'
or 100% if over 10% WPI			

- ▶ Past and future treatment; some threshold conditions may be necessary
  - ▶ Future gratuitous care based on 6 hours/6 months rule
  - ▶ Subject to a threshold of more than 10% WPI, general damages to a maximum of \$500,000 with the amount being determined by the WPI score with ranges of discretion to allow for the impact on life.
- ⊕ Legal fees will be as per court scales with no solicitor-client fees (but with the relevant court scales increased by 25% from the current level). The full scale fee would be payable by the insurer, the intention being to have no solicitor-client fees at all.



## 2.4 Model D

	Available to all	Available to not-at-fault with serious injury
<b>Coverage available?</b>	Long term	Additional EL and GDs available
<b>Treatment</b>	5 years	Lifetime with commutation
<b>Domestic services</b>	5 years (paid care only)	Lifetime with commutation
<b>Income benefits</b>	80% for 5 years;	80%, no time limit (CL); 5% WPI threshold
<b>Quality of life</b>	Benefit up to \$350,000 based on WPI and scale; 5% threshold	GDs up to \$500,000 subject to 10% WPI threshold and scale
<b>Death</b>	Funeral cost plus up to \$350,000 if there are dependants	As per all with option of CL claim
<b>Support</b>	Legal; Modest event-based fees	Support service; legal at CL only
<b>Dispute resolution</b>	Mag Court, IMEs	Court
<b>Common law limitations?</b>		Gratuitous care only in exceptional cases Income loss at 80%

### 2.4.1 Model D notes

The aim of model D is to extend, as far as possible within the jury objectives, the same benefits to all injured people. The additional benefits available at common law to those who can prove someone else was at fault are limited to future economic loss and a higher amount for GDs.


Treatment and domestic services are available as needed for life, with the entitlements to be commuted after five years (or earlier if a common law claim is resolved). An option with no commutation could be explored in the future, but the practical solution with the current insurance market structure is to commute the future services at five years.

Income benefits are all at 80% with all claimants entitled to up to five years and not-at-fault people with greater than 5% WPI able to claim future economic loss as well.

Quality of life compensation will be available to all, based on WPI and a dollar scale. For at-fault the maximum is \$350,000 and the determination is made in the statutory (administrative) system. For not-at-fault, subject to a threshold of 10% WPI the determination may be made by the court if necessary, with a maximum of \$500,000 and scope to exceed the WPI formula in exceptional circumstances.

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Number: 1	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:06:58 PM +11'00'
For stat disputes see 4.5.1			
Number: 2	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:50:06 PM +11'00'
Waiting period of eg 12-20 months should apply if less than 10% WPI to discourage CL claims for minor injuries for lump sums			
Number: 3	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:07:40 PM +11'00'
100% for 10% WPI			
Number: 4	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:08:04 PM +11'00'
No commutation for stat benefits			

Modest scale fees will be available for support on statutory benefits and disputes  4.5.1). If a case proceeds to litigation, fees will be as per court scales with no solicitor-client fees (but with the relevant court scales increased by 25%).



DRAFT

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Number: 1 Author: charlotte smith Subject: Sticky Note Date: 16/01/2018 2:51:30 PM +11'00'  
insert green text

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Number: 2 Author: charlotte smith Subject: Sticky Note Date: 16/01/2018 2:09:45 PM +11'00'  
Note on 80%/90% question for income loss at common law:  
We agree with the limiting of CL income loss benefits to 80% for low level injuries to discourage lodging a CL claim just for a "top up".  
However, for more serious injuries where someone else was at fault, we think 100% of income loss is more in line with other schemes  
(noting contributory negligence will be taken into account as well).



### 3.3 Medical (aka Treatment)

	Model A	Model B	Model C	Model D
Available to all	6 Months	2 years	5 years	Lifetime <sup>1</sup> (a)
Not at fault	Unlimited	Unlimited	Unlimited	Lifetime (a)

(a) Commuted at 5 years

All models provide payment for treatment that is 'reasonable and necessary' for a condition arising from the accident, available to all injured persons. It includes ambulance, hospital, doctors, specialists, surgery, allied health (sometimes subject to limits), pharmaceuticals, aids and appliances.

The Clinical Framework for the Delivery of Health Services<sup>2</sup> Modified ACT version will be used. This framework is supported by the ACT Government and is based on five principles:

- (i) Measure and demonstrate the effectiveness of treatment
- (ii) Adopt a biopsychosocial approach
- (iii) Empower the injured person to manage their injury
- (iv) Implement goals focused on optimising function, participation and return to work
- (v) Base treatment on the best available research.

The treatment section will also include an obligation on the insurer to support rehabilitation.

Model D includes the commutation of future treatment costs at the end of five years for common law<sup>3</sup> earlier by agreement when a common law claim is settled).

#### 3.3.1 Deferred or delayed surgery

For model A in particular, and model B to a lesser extent, the time limits on medical treatment in the statutory benefits part of the scheme may give rise to anomalies. For example, if surgery is needed it often takes some time before doctors reach a decision about the need for and type of surgery. Even if surgery has been recommended it may take some months between the decision and the execution of the surgery.

This anomaly needs to be dealt with, and it is important to try to avoid incentives for surgery that is unnecessary or of marginal benefit.

The proposed way of dealing with this in models A and B is to make insurers liable for 'reasonable and necessary' surgery that is identified as being likely to take place within two years of the end of medical benefit entitlements and which, at time of surgery, is actually 'reasonable and necessary'.

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Number: 1      Author: charlotte smith      Subject: Sticky Note      Date: 16/01/2018 2:53:08 PM +11'00'  
we suggest 5 years as we don't agree that statutory benefits should be commuted

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Number: 2      Author: charlotte smith      Subject: Sticky Note      Date: 16/01/2018 2:53:41 PM +11'00'  
insert green words

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Number: 3      Author: charlotte smith      Subject: Sticky Note      Date: 24/01/2018 1:00:03 PM +11'00'  
suggest insert green text

One option not currently in use but that seems sensible to me is to compensate gratuitous care at a lower rate than commercial – say the minimum wage of about \$20 per hour – and I have used this in model C.

- Model A has no change – only those limits in the Civil Liability law
- Model B applies the 6/6 rule for GvK and SvG
- Model C applies the 6/6 rule for GvK based on the minimum wage, and has no provision for SvG
- Model D permits gratuitous care only in exceptional cases, with extensive paid care being the preferred alternative.




### 3.4.3 Balance between paid and unpaid care

As the common law was developed (and noting that both GvK and SvG are only a few decades old), these heads of damage have been relatively controversial. They developed in a time when it was routine for 'care' to be provided by family members on an unpaid basis. Payment for commercial care was unusual.

As statutory benefit schemes have evolved, the view has shifted towards a preference for the use of paid care. The thinking is that if the care is 'reasonable and necessary' then it should be provided and paid for as needed. The NDIS and all the NIIS schemes operate on this basis – the only care paid for is commercial care, with no provision for payment for care provided by family members or others.

The rationale for the further restrictions on gratuitous care in the common law part of the scheme in moving from Model A through to Model D is that the better the paid care provided by the statutory scheme becomes, the less need there is for common law damages.

### 3.5 Income loss


 1	Model A	Model B	Model C	Model D
<b>Available to all</b>	80% 6 months Max \$2,250	80% 1 year Max \$2,250	80% 2 years Max \$2,250	80% 2 years (5 years if Serious) Max \$2,250
<b>Not at fault</b>	100% no limit Max \$4,500	100% no limit Max \$4,500	80% no limit Max \$4,500  2	80% no limit WPI 5% threshold Max \$4,500  3

There are several dimensions to this part of the coverage that need to be specified.

#### 3.5.1 Percentage and step-downs

The most common percentage of income that is replaced by benefits is 80%. Sometimes there are step-downs such as:

- 95% for three months
- 80% after that.

For the four models I have only used 80% because it is simple and the most common figure in use.  4  
late thought from me is to use 90% and deem it to include super.>

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Number: 1	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:10:48 PM +11'00'
can we be clear that this is max earnings not max benefit			
Number: 2	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:54:19 PM +11'00'
incl 100% when over 10% WPI			
Number: 3	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:54:24 PM +11'00'
incl 100% when over 10% WPI			
Number: 4	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:11:41 PM +11'00'
Common law income loss - for models C & D is limited to 80% unless the person's injury is over 10% WPI			

#### 4.1.2 Navigation by insurers

Insurers have the obvious expertise to assist injured people with navigation, but they may not be perceived as trustworthy to undertake this task.

It would be possible to put an obligation on insurers to provide navigation support subject to certain standards. They could also be obliged to fund a consultation with an independent party or to make a referral to the regulator if an injured person is unclear or dissatisfied with the support provided.

#### 4.1.3 Complaints handling by the regulator

The regulator currently receives, and will in future receive, complaints from time to time. The role of the regulator is to be helpful with such complaints, confirm that correct processes have been followed and accurate information supplied. This also gives the regulator some visibility into the day-to-day operational performance of insurers and a lag indicator of the insurer's customer service culture. Complaints handling by the regulator is not a formal conciliation service and the regulator has no role as a decision-maker.

### 4.2 Advocacy

#### 4.2.1 Support by solicitors

Having considered the available options and the size of the ACT market, it is proposed that 'support and advocacy' be provided by law firms but under a fee arrangement that is not 'legal advice'. There would be a standard agreement, that is not a legal services agreement, setting out the services and limitations. The support could be provided by a para-legal or other person, not necessarily a solicitor, provided the overall services are under the supervision of a registered personal injury solicitor. Standard fees would be paid by insurers.

It will be necessary to ensure that this service fits with the legal services legislation and that it is covered by existing professional indemnity insurance arrangements.

#### 4.2.2 Support by any person

The scheme will explicitly allow an injured person to have support from anybody at, for example, a medical examination or a dispute conference. This could be family, friend, not-for-profit help service, lawyer or other support person. Only a solicitor (or their delegate) would be entitled to payment as per 4.2.1, although an insurer will have discretion to pay a different support person as long as any amount does not exceed the standard fee. Provision in the scheme for a support person without remuneration is low risk and 'the right thing to do'.

### 4.3 Process on making a CTP claim

#### 4.3.1 Early treatment and care

If a claim is made for statutory benefits then the claimant must provide a claim form and a medical report from the initial treating practitioner. The insurer will pay a standard fee for such a report.

The insurer will establish a claim file and advise the claim number which can then be used for medical and care providers to bill directly in permitted circumstances.

- 
- Number: 1 Author: charlotte smith Subject: Sticky Note Date: 16/01/2018 2:57:25 PM +11'00'  
we're unclear who this is
- 
- Number: 2 Author: charlotte smith Subject: Sticky Note Date: 16/01/2018 2:15:51 PM +11'00'  
We don't think we should specify what constitutes "legal advice". One service may roll into another and the main issue is cost containment, not service containment. If legal advice were given as part of the fixed fee service that would be ok (and sometimes necessary)
- 
- Number: 3 Author: charlotte smith Subject: Sticky Note Date: 16/01/2018 2:58:00 PM +11'00'  
insert green text
- 
- Number: 4 Author: charlotte smith Subject: Sticky Note Date: 16/01/2018 2:58:16 PM +11'00'  
suggest red underlined text is to be deleted

- (a) The CTP Law will nominate the Magistrates Court as the jurisdiction for statutory benefit and common law disputes (the latter subject to jurisdictional limits viz-a-viz the Supreme Court).
- (b) The CTP Law will define this jurisdiction as the 'CTP Tribunal' which may have its own rules, even though it is the Magistrates Court sitting as the CTP Tribunal (unless legal advice suggests otherwise).
- (d) The Magistrates Court will adopt specific rules for CTP matters that derive from the statutory benefits part of the scheme.

#### **Statutory benefit disputes**

- (a) A simple form outlining the nature of the dispute will be lodged with the Registrar; if a claimant is unrepresented then the insurer has an obligation to provide this form and relevant evidence, with the claimant having the opportunity to add to or correct any of this information. A brief submission from either side may be provided to the Registrar
- (e) The Registrar will have wide powers to case manage and seek resolution in several ways:
  - (i) Have an informal conference with one or both parties (whether legal representatives or not)
  - (ii) Make a summary decision on the dispute
  - (iii) Refer the dispute to a medical or legal expert for arbitration (or sometimes a medical and legal panel of two)
  - (iv) Receive a report from the expert(s) with their findings and decisions
  - (v) Receive submissions from the parties
  - (vi) Make a decision on the dispute based on expert report(s) and submissions
  - (vii) Refer the matter to a Magistrate in Chambers who may issue a decision
  - (viii) On review of the expert(s) report and the submissions the Magistrate may, if not satisfied, list the matter for hearing.
- (f) Legal costs will be an event-based schedule of fees, no more than a few thousand dollars, and subject to 'per claim' caps.

#### **4.5.2 Common law disputes**

If there is a common law dispute, the matter would just segue from one part of the law to the other; the reports of any expert(s) can be used for the common law dispute and the same procedures would be available to the Registrar for suitable cases. The decision making would, however, be subject to the relevant civil law provisions relating to personal injury cases.

If a claimant has a common law claim, then statutory benefit disputes may be left undecided and rolled into the common law claim.

#### **4.5.3 Judicial review and appeals**

It is likely that any dispute resolution system will remain subject to Judicial Review. It is my understanding that legislation cannot remove judicial oversight and so judicial review 'on matters of law' remains.


A decision of the Magistrate's Court on a statutory benefit dispute is binding. It may be subject to judicial review 'on an error of law', but may not be appealed on its merits. It is not always clear what is an 'error of law' compared with some other type of error. The regulator needs to maintain oversight of the judicial review processes and cases so that suitable intervention can be made if judicial reviews are becoming

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Number: 1 Author: charlotte smith Subject: Sticky Note Date: 16/01/2018 3:00:21 PM +11'00'

Can we model costs using NSW scheme as a base but increasing total amount that can be claimed according to how long stat benefits run e.g. NSW says \$6k per claim. For 5 years would \$12k be more appropriate?




 1 Subsequently dispute the resolution unless their circumstances have changed significantly after the offer was made.

#### 4.6.2 Common law negotiations

 2 The parties agree that an injury has stabilised sufficiently that a common law process can commence without undue waste then, by notice and acceptance, a common law negotiation process is commenced.

From that time a period of six months begins for the parties to obtain and swap evidence and negotiate in good faith. This negotiating period may be extended by mutual agreement for up to a further six months.

By the end of the negotiating period each party is obliged to make an offer of settlement that is open for at least one month. If agreement is not reached either party may initiate a common law claim with the Registrar. From that time costs follow the event and are subject to legal cost regulation. Prior to that time a claimant is entitled to a reasonable scale of costs relating to the settlement amount. The costs need to be sufficient that:



- A solicitor can recommend a claimant to accept a reasonable offer, even if it is well below their expectations, without feeling an imperative to continue the case just for the solicitor's costs 
- A solicitor can be satisfied that a fair settlement will achieve a fair fee for the solicitor without feeling an incentive to take the matter further.

#### 4.6.3 Existing civil law provisions

The Civil Law (Wrongs) Act contains extensive provisions about pre-trial procedures, negotiations, offers and the like. There are corresponding provisions regarding legal costs.

At this stage I have not reviewed those provisions and attempted to align them with the proposals above. This is a task that will need to be done, and can wait until drafting.

#### 4.7 Regulation of legal costs

 4 At this stage of the process we have no clear proposals for regulation of legal costs. While various suggestions are made in some sections they have not yet been thought through or considered as a package with other aspects. 

The SRG may be able to complete its work without getting too specific about legal cost regulation, although some reasonably clear principles would be needed to enable reasonable costings and to give the jury a sense of the outcomes.

#### 4.8 Transparency of legal and other costs

The objectives stated by the jury (value for money and efficiency) call for transparency of where the CTP dollar is spent.

Payment for referrals will be explicitly prohibited.

For all models the new scheme will require:

- Disclosure by insurers of their relevant finances, both in terms of annual totals and on a per-claim basis through the claims register (with enhanced data collection if needed)

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Number: 1	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 3:02:18 PM +11'00'
We don't agree with commuting statutory benefits			
Number: 2	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 3:02:36 PM +11'00'
Suggest for Models C&D there is a waiting period of eg 12-20 months before a CL process can commence if WPI less than 10%			
Number: 3	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:22:39 PM +11'00'
We're not sure what the difference between these two bullet points is			
Number: 4	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:23:08 PM +11'00'
Can we use NSW model and/or ACT Law Society suggestions from 2011? See separate docs/emails			
Number: 5	Author: charlotte smith	Subject: Sticky Note	Date: 16/01/2018 2:23:23 PM +11'00'
Based on PM's comments we may need more detail here			

### 7.3 Redemptions or commutations

This issue deals with the ability of an insurer and a claimant to agree to completion of a statutory benefit claim by way of an agreed lump sum payment. The two terms are used interchangeably and in this report the label 'commutations' is used.

In practice the use of commutations has, in many schemes, come to mimic the features of a common law scheme and defeated some of the goals of statutory benefits arrangements.

The models have the following provisions regarding commutation of statutory benefit entitlements:

- Model A – no commutation of statutory benefits permitted
- Model B – no commutation of statutory benefits permitted, except that small treatment costs (less than \$50 per month expected) may be commuted after 12 months
- Model C – commutation of statutory benefits may be completed by agreement after 18 months provided quality of life compensation has been agreed (see comments on early resolution below).
- Model D – commutation of income benefits may be completed by agreement after 18 months provided quality of life compensation has been agreed. Treatment and domestic services may only be commuted at or after that time if the amount is expected to be no more than \$50 per month. Commutation of lifetime entitlements at five years will need special provision.

#### 7.3.1 Early resolution

The jury emphasised the desire for early resolution of claims. At the very least the design needs to try to avoid barriers to early resolution and, at best, may include specific provisions to encourage (or even mandate) early resolution.

Most claims seem to be suited to a resolution between 12 and 24 months after the accident. Injuries have generally stabilised, employment patterns have settled and evidence is available. For most claims medical and income loss will have been paid regularly along the way, and part of the rationale of the design is that many people will not see the need or benefit of pursuing a common law claim since their needs have been met. (This may be a rose-coloured view.)

We need to give more thought to 'walk-throughs' of what happens to the course of a claim under each model, so that early resolution can be optimised.

### 7.4 Interstate claims

There are many permutations and combinations depending on:

- The location of the accident
- The jurisdiction in which the vehicle(s) are registered
- The residence of the injured person.

There are two principles that are (nearly) universally applied:

- (a) The entitlement to benefits depends on the location of the accident (for an accident in NSW you are entitled to a claim governed by NSW law)
- (g) The insurer responsible for the claim is the insurer of the vehicle most at fault regardless of where it is registered.

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Number: 1      Author: charlotte smith      Subject: Sticky Note      Date: 16/01/2018 3:08:17 PM +11'00'

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We do not agree with commutation of stat benefits

Smith, Charlotte

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**From:** Willis, Cecilia  
**Sent:** Thursday, 25 January 2018 5:08 PM  
**To:** Sch 2.2(a)(ii)  
**Cc:** Holmes, Lisa; Sch 2.2(a)(ii) Smith, Charlotte  
**Subject:** FW: DRAFT costing presentation for SRG [SEC=UNCLASSIFIED]  
**Attachments:** SRG meeting 20180129 - Costing Presentation DRAFT comments.pptx

Hi Lisa

Thanks for sending this through. I think the approach is good. A couple of minor comments in the attached and a suggestion to remove the appendix. I'll print final on Monday for handing out at the meeting – if you get it to me by 11.15-11.30am Monday we should be OK.

Have a great weekend  
Cecilia

# Out of Scope

# Out of Scope

# Proposed Models

## Approach to costing

### ► Example of Model A costing approach

Benefit Type	Model A		Common Law	
	AF	Defined benefits		NAF
General damages	n/a		n/a	Based on ISV scale with max of \$500k
Loss of Income	6 months @ 80%		6 months @ 80%	Post 6 months - CL with no time limit
Treatment	6 months (reasonable & necessary)		6 months (reasonable & necessary)	Post 6 months - CL with no time limit
Care	6 months (reasonable & necessary)		6 months (reasonable & necessary)	Post 6 months - CL with no time limit
Legal costs	Fixed fees		Fixed fees	Court scales
Death	Funeral cost		Funeral cost	Compensation for Dependents
<b>Total claims cost</b>				
Claims handling expenses				
Acquisition expenses				
Reinsurance				
Profit margin				
Nominal defendant levy				
Lifetime Care & Support Levy <b>WC1</b>				
CTP Regulator Levy				
GST				
<b>Average passenger vehicle CTP premium</b>				

**Slide 8**

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**WC1** please remove this line as it's not part of costings for this exercise  
Willis, Cecilia, 25/01/2018



## Smith, Charlotte

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**From:** Holmes, Lisa  
**Sent:** Tuesday, 30 January 2018 6:38 PM  
**To:** Geoff Atkins  
**Cc:** Willis, Cecilia; Smith, Charlotte  
**Subject:** Comments on version 5 of the CTP design paper [SEC=UNCLASSIFIED]

Hi Geoff

We really appreciate the time you put into updating the model design document in time for yesterday's SRG meeting. There are a two significant issues which arose from yesterday's conversation and updated models document that I want to raise.

### Quality of Life Benefits

I wanted to follow up on the discussion yesterday about Quality of Life benefits in Models A and B in your design document for the CTP scheme (version 5). It is my understanding that the use of some kind of guidance scale to manage the quantum of general damages is a necessary trade-off for statutory benefits to be affordable in these models. I understood that the more detailed discussions around the use of ISV and WPI were to find a suitable mechanism to use for the scale (as well as in Models C and D).

In an early draft of your version 4 document, the Quality of Life benefit available to all in Model A was described as "ISV basis, max \$500k linear" and in Model B "ISV basis, max \$500k, non-linear values table". In the version 4 document provided to the SRG under Model B it says, "General damages to a maximum of \$500,000 with the amount being determined by the WPI with a guidance table giving lower amounts than Model A at the less severe end of the scale." In version 5, the words "by the WPI" have been removed. What followed from these drafts was discussion at several SRG meetings on the comparative advantages and disadvantages of using ISV or WPI. I expressed a preference for WPI while Mark and Jaime (who acknowledge they are concentrating on model A) prefer ISV.

At the conclusion of the SRG discussion yesterday you suggested that neither of these scales would be necessary for models A and B. We sought clarification on this after the meeting and you noted that you were thinking about introducing alternative guidance material for models A and B. I understand you were still thinking what this alternative guidance might look like but that it is could be more narrative than an ISV or WPI scale.

I know the models are evolving as further discussions are held with the SRG and understand that there may have been some misunderstanding on the intention of your changes as the models developed. However, I have very strong concerns about introducing another guidance scale as an alternative to WPI or ISV at this late stage in the process. I would go so far as to say that I would prefer ISV for Model A, with all its implementation issues, to any new option for three reasons:

1. I am unconvinced that more narrative guidance would result in the trade-off savings necessary to pay for the statutory benefits in the models, and its ability to maintain those savings over time. Also, I understand from Peter yesterday that if there were no WPI or ISV scale then costings will be problematic and it would introduce uncertainty in the costings.
2. There has been substantial debate on ISV and WPI at the SRG and based on those discussions, I am of the view that SRG members support the use of either a modified WPI scale or the ISV.
3. There is precedent in Australia for the use of ISV or WPI (Qld uses ISV in a very similar way to what I understood was being proposed in Model A using ISV or WPI).

### Model D Treatment and Care benefits at Common Law

I note in the most recent version of your paper that you intend to limit treatment and care to 5 years at common law in Model D. In our earlier discussion I suggested that commutation of statutory benefits after 5 years was problematic (as did Fiona and Ian at the 18 December SRG meeting) and I support ending statutory benefits after 5 years, particularly given that Model D has a quality of life payment for those injured people who meet the threshold. However, I cannot support limiting common law treatment and care benefits for everyone at common law – I consider this to be too harsh. I would support a threshold level to access common law treatment and care benefits (e.g. 10% WPI in line with the other heads of damage) as there will be circumstances where a person who is seriously (but not catastrophically) injured

needs ongoing treatment and care. The distinguishing factor is that with common law, a limitation of the kind you suggest would remove existing rights for the more seriously injured, which I don't believe was the intention of the jury.

I thought I would send these comments in writing to give you time to consider them fully and given I know you are travelling. I hope it will not take too much to resolve these issues and would like to discuss them with you this week if possible.

Cecilia and I will be back in Sydney next Tuesday talking to EY about the costings. I thought given we are in Sydney, that if you were available (it would be after 3pm when the EY meeting finishes), it would be advantageous to meet again on a number of design and process (in the lead up to the jury weekend) items.

Kind regards

**Lisa Holmes | Director Financial Framework Management and Insurance**

Phone: 6207 0207 | [lisa.holmes@act.gov.au](mailto:lisa.holmes@act.gov.au)

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## Smith, Charlotte

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**From:** Holmes, Lisa  
**Sent:** Wednesday, 21 February 2018 12:20 AM  
**To:** Sch 2.2(a)(ii) Geoff Atkins (geoff.atkins@finity.com.au)  
**Cc:** Sch 2.2(a)(ii) Smith, Charlotte; Willis, Cecilia  
**Subject:** RE: Costing update

Sch 2.2(a)(ii) Geoff

Sch 2.2(a)(ii) thanks for sending through the updated costings. I'm not totally sure what the design changes are that have been made in the last week. Although there has been an email discussion between SRG members since the SRG meeting on 12 February on perhaps making some changes, particularly to model C, I was not aware that Geoff had made a call on what if any of those changes would go ahead, apart from the change to legal costs on 16 Feb. Sch 2.2(a)(ii) from your emails I think the following changes have now been made (putting side changes for hospital, interstate etc). Can you please confirm if I am correct:

- Income for models A, B and D all reflect 95% for the first 3 months then dropping to 80%. A similar change to the common law design for the first 12 months. (from the SRG meeting on 12 Feb)
- Changes to the legal costs in Models B, C & D (Geoff's email on 16 Feb)  
On common law for all of Models B, C and D, my suggestion is:

For claims with settlement under \$50,000 costs be limited to \$10,000 (excluding disbursements) as per the Civil Liability legislation now.

For claims with settlement over \$50,000 solicitor-client costs (including disbursements) be as per the client's legal services agreements but subject to a cap of:

- 25% of the settlement amount above \$50,000 and up to \$100,000
- For \$100,000 to \$200,000: \$12,500 plus 20% of the amount in excess of \$100,000
- For \$200,000 to \$500,000: \$32,500 plus 15% of the amount in excess of \$200,000
- For over \$500,000: \$77,500 plus 10% of the amount in excess of \$500,000
- As per the current paper, disclosure to the client and the regulator of the amount and make-up of the solicitor-client fees.
- The suggestions made by Suncorp for Model C (Geoff's email 16 Feb)
  - Dealing firstly with the statutory benefits, the suggestions are:
    - - Increase the maximum Quality of Life compensation to \$350,000 (same as Model D)
    - - Extend paid domestic services to five years
    - - Increase income benefits to 100% for one year and 80% thereafter.
  - On the common law, increase the dollars of GDs attaching to the ISV scores between 10% and 20%.
- Flow on changes to Model D for 100% income and changes to GDs to be consistent with Suncorp changes to Model C
- Changes to the GD scale for Model A to bring below current premium level

Sch 2.2(a)(ii) notice that the costing update has pulled out again the costing for solicitor-client fees rather than having this figure down the bottom for information as previously discussed. Is there a reason for this?

Clearly we need to talk through legal costs given these latest costings. What we are struggling to understand is how much of the legal cost change is due to the impact on the legal costs for estimated common law claims versus the impact due to potentially less common law claims (as a result of either the availability of statutory benefits or due to common law thresholds). Regardless of where we land tomorrow with legal costs, I think it would be helpful to obtain some further detail on these calculations.

A change to the legal costs could well affect the ability to include any of Suncorps' suggestions, if in fact that is the decision.

Geoff, I actually disagree with 100% income for 12 months in models C & D. I prefer the 95% for 3 months as discussed at the SRG meeting. I do not consider that 100% for 12 months provides the correct incentive for those injured who are able to return to work (given the recognised health benefits of working) and is out of step with compensation schemes around Australia.

Talk to you both tomorrow

**Lisa Holmes | Director Financial Framework Management and Insurance**

Phone: 6207 0207 | [lisa.holmes@act.gov.au](mailto:lisa.holmes@act.gov.au)

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# Out of Scope

# Out of Scope

## Smith, Charlotte

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**From:** Smith, Charlotte  
**Sent:** Friday, 23 February 2018 10:15 AM  
**To:** 'geoff.atkins@finty.com.au'  
**Cc:** Willis, Cecilia; Holmes, Lisa; Sadrani, Sonia  
**Subject:** Draft Proposed Dispute Resolution Process [SEC=UNCLASSIFIED]

Hi Geoff

As you have discussed with Cecilia this morning, following further consultation, please find below some updated draft works on the proposed dispute resolution process.

### Dispute resolution in the new scheme

The introduction of statutory benefits will result in a new category of disputes as a claimant and the insurer may not be in agreement about eligibility for, or level of, statutory benefits. Examples of the types of disputes include:

- The degree of permanent impairment of the injured person (some of the draft models)
- Reasonable and necessary treatment and care
- Whether a person is fit to return to work
- Disputes around quantum of weekly income benefits.

The same dispute resolution process is currently proposed for each of the models with a focus on a timely process. It is proposed that statutory disputes will be dealt primarily under the jurisdiction of the Magistrates Court. The Chief Magistrate's role managing the business of the court would not change. The Chief Magistrate may wish to direct the registrar of the Magistrates Court to take on the central role in case management of disputes, referring parties to alternative dispute resolution, where appropriate.

The use of ACAT for low value disputes is a possibility which will be considered in the broader context of bedding down processes for managing disputes, recognising this potentially provides faster resolution for low value disputes.

Common law disputes would continue to go through the Courts in the normal way, according to the size of the claim and jurisdictional limits.

Many thanks,

Charlotte Smith | Senior Project Officer

Phone: 02 6207 0254 | Email: [charlotte.smith@act.gov.au](mailto:charlotte.smith@act.gov.au)

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*Please consider the environment before printing this email. If printing is necessary, please print double-sided.*

## Smith, Charlotte

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**From:** Holmes, Lisa  
**Sent:** Friday, 23 February 2018 2:42 AM  
**To:** 'Geoff Atkins'  
**Cc:** 'Emma Lawson' (emma@democracyco.com.au); democracyCo (emily@democracyco.com.au); Sch 2.2(a)(ii) Smith, Charlotte; Willis, Cecilia  
**Subject:** RE: Draft model designs for jury  
**Attachments:** R Model designs for Jury 20180222\_unlinked track changes.docx

Hi Geoff

I have done an initial read through of the document up to the end of section 3. I have made some editorial suggestions in track changes and included a number of comments. While I agree that you should circulate the document up to where you are at as soon as possible, can you please have a look at my comments before you send. I think I have picked-up some inconsistencies in the way some of the design features are described in various parts of the document and / or design descriptions which need to be made clearer to avoid confusion. Addressing these before sending the document hopefully will assist the SRG members reading the document and for the meeting on Monday.

Can I also please check that Cecilia provided you more technically correct words for how to describe the proposed dispute mechanism, based on our further meeting with our justice colleagues on what is workable.

Thanks

Lisa Holmes

# Out of Scope

# Out of Scope



The methods used to assess QoL payments (whether in statutory benefits or common law) are often complex – the details are discussed in Section 3.7.

Limiting access to QoL payments to individuals who have suffered relatively minor injuries can be an effective way of controlling overall scheme costs.

**Commented [HL5]:** Or it an effective way to extend the scheme to cover at fault and blameless injured people and to focus on providing more benefits to those who are more severely injured?

### 2.1.5 Death

Payments may include reimbursement of funeral costs, and additional payments for individuals who were financially dependent on the claimant.

### 2.1.6 Thresholds

It is common for schemes to have 'thresholds' which apply to restrict access to some benefit types, or to limit the duration of payments; this draws a line between "more serious" claims and other claims. For example:

- There may be a threshold for access to QoL payments
- Access to long term income replacement may be subject to a threshold.

Introducing thresholds limits total scheme costs, while shifting the balance of scheme payments towards the more seriously injured.

### 2.1.7 Information and guidance

It is proposed that under each of the proposed models, better information about an individuals' entitlement to claim, the claim process, and benefit entitlements, will be available to all injured people.

### 2.1.8 Legal support

Many injured people will need support in making their claims. Under all four proposed models, support from a legal adviser is available to all (with varying degrees of regulation of legal costs).

Different levels of legal fees are reimbursed under the different models. One area which is addressed in some of the models is solicitor-client fees; under the current common law arrangements, these fees – payable by claimants to their solicitors – are paid from the settlement amount and may not be clearly disclosed.

**Commented [HL6]:** I think you need to be careful with this wording given I understand that solicitors have client agreements with their clients

### 2.1.9 Dispute resolution

The proposal is that, if the injured person and the insurer cannot reach a negotiated agreement, disputes would be resolved as follows:

- Defined benefits – in a CTP Tribunal established within the Magistrate's Court
- Common law – via the courts, as happens now.

**Commented [HL7]:** Geoff, you cannot use this terminology. If Cecilia has not sent through the technically correct description of what is proposed after further discussions with our justice colleagues then please ask Charlotte to send it through.

### 2.1.10 Determining fault

It is proposed that two changes will be made to the current scheme (in all models):

May 2018 February 2018

C:\USERS\LISA HOLMES\APPDATA\LOCAL\MICROSOFT\WINDOWS\TEMPORARY INTERNET FILES\CONTENT.OUTLOOK\B0TPSGQR MODEL DESIGNS FOR JURY 20180222 UNLINKED TRACK CHANGES (002).DOCX\THOR\DATA\2018\ACT\SCHEMES\4\ACT\SCHEME DESIGN\REPORT\TR MODEL DESIGNS FOR JURY 20180222.DOCX



**Smith, Charlotte**

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**From:** Holmes, Lisa  
**Sent:** Sunday, 4 March 2018 3:23 AM  
**To:** Sch 2.2(a)(ii)  
**Cc:** Smith, Charlotte; Willis, Cecilia; Sch 2.2(a)(ii)  
**Subject:** RE: ACT Costing Report - draft version for review  
**Attachments:** ACT Costing Report - DRAFT sent 20180302 Comments.docx

Hi all

Thank-you for all your hard work with this draft report. I have suggested some editorial changes (in track changes) as well included comments through-out the draft paper for your consideration.

I think the graphs in the results section are good and suspect that the information in the results section will be of most interest to jury members. Given this report is to the jury, perhaps look at the structure of the paper and see if you can bring forward those sections that the jury will likely to be most interested in and move the more technical sections such as section 3 further back in the report (I'll admit that reading through section 3 took a lot of concentration and cups of tea!).

Peter, feel free to contact me tomorrow afternoon if you need to when you are looking at the draft report. My mobile number is 0413 309 932.

Cheers

**Lisa Holmes | Director Financial Framework Management and Insurance**

Phone: 6207 0207 | [lisa.holmes@act.gov.au](mailto:lisa.holmes@act.gov.au)

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**Out of Scope**

# Out of Scope

The solicitor-client fees are subtracted from each head of damage pro rata in the ACT claims costs such that the overall claims cost aligns with the risk premium in the insurers premium filings.

**Commented [A15]:** I thought we were no longer doing this (except for maybe scheme efficiency)??

### 3.2.3 Insurer expenses, insurer profits and nominal defendant levy

Insurer expenses (including policy acquisition, claims handling and net reinsurance expenses) are an additional loading on top of the estimated claims cost per policy based on recent insurers' average filling assumptions. An industry profit margin of 9.5% of insurer premiums (excluding GST) has been adopted for the prospective underwriting period.

A nominal defendant levy of 4% has also been applied to the insurer premiums (excluding GST).

**Commented [A16]:** The 2017-18 nominal defendant levy is 4.5% (this was specified in the CTP Regulator's annual report released either Sept or Oct last year).

## 3.3 Proposed Model Scheme Designs

### 3.3.1 Approach to estimate cost per policy

The Victorian scheme design, using the TAC breakeven premium and claims data as inputs, is used as the basis for the costing of the proposed model designs. The TAC scheme is a defined benefit (hybrid) scheme with a similar design to the proposed models and has been operating for 30 years. Using the TAC scheme as a basis falls in line with the approach used by EY to cost the new NSW scheme, which now also has a similar hybrid structure.

To estimate the cost of defined benefits under the proposed model designs, we take the following approach to adjust the Victorian claims costs:

- ▶ Deduct the cost of claims which would fall under the Lifetime Care & Support Scheme in the ACT, as in Victoria these are still covered by the CTP scheme
- ▶ Allow for higher rates in the ACT for private medical and related services (based on a comparative analysis of fee rates and payments in each state)
- ▶ Allow for higher wage levels in the ACT compared to Victoria for economic loss benefits
- ▶ Allow for estimated differences in the distribution of claims frequency in the ACT compared to Victoria (i.e. number of casualties, claims and the proportion of at-fault and not-at-fault claimants in each state)

Under all models, the above approach using TAC data was used as in the costing of most defined benefits, except for general damages and the public hospital cost component of treatment benefits. The structure of general damages and public treatment is very different to their corresponding designs in the TAC scheme making it difficult to justify the use of TAC for costing purposes.

Table 3 provides a summary of costing approaches using the TAC breakeven premium and TAC claims data as the input. We have assumed that the TAC Scheme estimated breakeven premiums truly represent a central estimate of the TAC Scheme cost. Any under or over estimation of the TAC Scheme breakeven premium will lead to a corresponding under or over estimation of our costing results. This risk is partly mitigated because the TAC Scheme has been operating for almost 30 years and the claims cost per policy has been estimated by TAC Scheme actuaries who perform this analysis annually and are familiar with the features of the TAC Scheme. The adjustments mentioned in relation to medical fees, wage levels and claims frequency are applied to the TAC breakeven premium and are explained below.

Table 2: Defined benefit costing approaches – using TAC claims costs

Benefit type	Summary of defined benefit costing approaches
Loss of earnings for all claimants regardless of fault	<p>The risk premiums are estimated from the TAC breakeven premium as follows:</p> <ul style="list-style-type: none"> <li>▶ 6 months, 1 year and 5 years of payments data was used to determine the risk premium for Models A, B, C and D respectively <ul style="list-style-type: none"> <li>▶ An adjustment factor is applied in Model C after 2 years which accounts for the WPI threshold</li> </ul> </li> <li>▶ We used TAC's claim mix by fault status to estimate the at-fault proportion under the proposed model designs for ACT</li> <li>▶ Adjustments were made to align the pre-injury average weekly earnings to the ACT basis using the wage relativity discussed in section &lt;x&gt;</li> <li>▶ A maximum weekly past and future economic loss benefit of \$2,250 was also assumed</li> </ul>

## 4. Results

This section contains the results of our costing for the four model designs compared to current scheme premiums. In addition, this section illustrates the results of various metrics derived from the costings for the four models in response to the jury's objectives. As discussed in previous sections, our costings are based on a mature scheme environment where the motorists and the general public are fully aware of their rights under the selected model, relationships between insurers and medical and allied health providers are well established and the general infrastructure of the ACT regulator and insurers is fully setup.

Our estimated cost for the four model designs is not the actual premium that would be charged to individual vehicle owners due to various factors including a potential honeymoon period, competitive pricing, awareness of benefits, regulations, guidelines, etc. Refer to Section X for a full discussion on the difference between the estimated cost and the actual premium paid under any selected model.

More detailed results of the costing for each model design are contained in Appendix A.

### 4.1 Estimated premium by modelled scenario

The following chart summarises the results of our estimated costs for the four model designs compared to the current scheme premium. The results show:

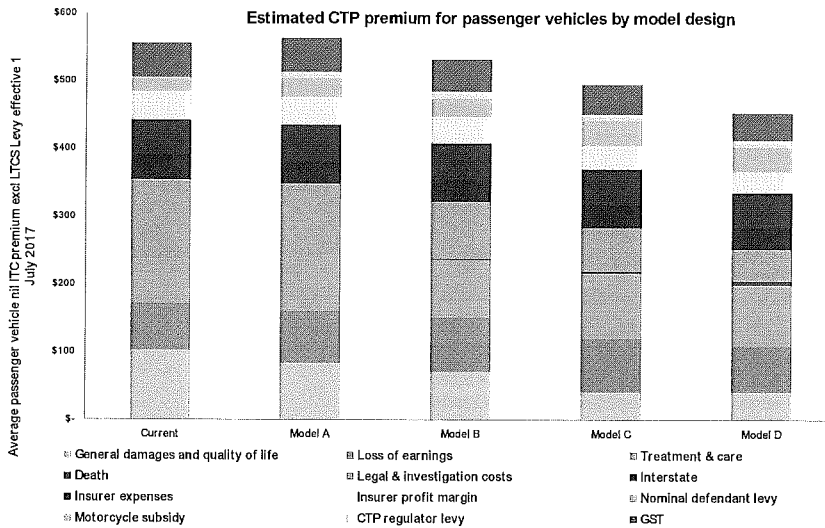
- ▶ Cost of claims broken up into five groups of benefits and costs which include defined benefits and common law awards plus legal costs for both not at-fault and at-fault claimants:
  - ▶ General damages and quality of life
  - ▶ Loss of earnings
  - ▶ Treatment and care which includes all medical, private and public hospital, allied health services (e.g. occupational therapy, physiotherapy, etc.) domestic and personal care. Note the public ambulance is excluded as these services are funded via a separate levy as part of vehicle registration fees
  - ▶ Death which includes funeral expenses and dependant benefits at common law and quality of life
  - ▶ Legal and investigation costs which include insurer and plaintiff legal costs and insurer investigation costs. Plaintiff legal costs include an estimate of the amount of solicitor-client legal costs based on data in the NSW CTP scheme
- ▶ Interstate claims costs are shown separately. These are claims ACT insurers are liable to pay where an ACT-registered vehicle causes an accident while travelling in another state. These costs are unaffected by any reforms to the ACT CTP scheme as the benefits of the state in which the accident occurs apply
- ▶ Insurer acquisition and claims handling costs
- ▶ Insurer profit margin included in premium filings to the ACT regulator
- ▶ Nominal defendant levy which is the cost of claims for uninsured vehicles or for unsighted vehicles that caused an injury to a person
- ▶ Motor cycle subsidy. For motor cycles the introduction of defined benefits for at-fault drivers results in a substantial increase in the CTP cost of motor cycle accidents. This arises because the data in ACT and other states shows that for every not at-fault motorcyclist injured in an accident there are around 10 at-fault injured motorcyclists (i.e. up to 10 times more at-fault motor cyclists). In addition the average claims size experience of motor cycle claims is about twice the amount for other claims. Consequently the premium that would need to be charged for motorcycles in each of the four model designs would need to increase significantly above current premiums for motorcyclists. To meet the government's objective of no increase in premiums we have estimated the size of the subsidy passenger vehicles would need to pay to cap motor cycle premiums at current levels. We expect the premiums in some commercial classes (e.g. big trucks, buses and taxis) to fall by more than the percentage reduction in passenger vehicles under each model

**Commented [A33]:** I think we need to be consistent on how solicitor-client legal costs are shown, that is HOD not be reduced in order to reflect solicitor-client in the premium, with the exception of the efficiency chart.

► Regulator levy and GST

Chart 1: Estimated CTP premium for passenger vehicles by model design compared to current scheme

Commented [A34]: As per previous comments in Exec Summary



More detailed results are set out in Appendix B including the split of claims costs between at-fault and not at-fault claimants and between defined benefits and common law claims costs. Note that the above premiums and costs exclude the LTCs levy.

Our key observations from the above chart in respect of passenger vehicles are:

- The estimated premiums all reduce from the current level of \$556 to \$547 (a reduction of \$9) in Model A, to \$518 (a reduction of \$39) in Model B, to \$491 (a reduction of \$65) in Model C and to \$449 (a reduction of \$107) in Model D. Across all models, the largest reduction in the estimated claims cost arises from a decrease in general damages and legal costs
- The differences in estimated costs in each model reflect:
  - More at-fault benefits going from Model A to Model D;
  - More defined benefits which partially replace common law from Model A to Model D;
  - Lower general damages at common law from Model A to D;
  - Lower common law benefits in Model D due to a threshold.
- The reduction in estimated legal costs from Model A to Model D reflects a reduction in the cost of claims paid at common law (replaced by defined benefits) and hence overall legal costs for the scheme reduce for both insurers and plaintiffs. Legal costs related to defined benefits are significantly lower than legal costs for common law awards
- The reduction in the cost of claims across the four models results in a reduction in the dollar cost of insurer profits and GST as these are a percentage of premiums

Commented [A35]: Please provide ranges for the estimates rather than the mid point

Commented [A36]: Perhaps say particularly for less severe injuries?

- ▶ Overall there is little change in insurer expenses. For claims handling costs there is more work for insurers managing defined benefit claims so this increases slightly for all models (despite the reduction in claims costs under all models). We have assumed there is no change in insurer acquisition expenses
- ▶ The cost of the nominal defendant levy reduces in line with the reduction in claims cost in each Model. For interstate claims we have included a reduction in all models of \$5 to allow for the lower claims costs in the NSW scheme (where most interstate claims are expected to arise). In addition the subsidy for motor cycles increases from \$7 to Models A and B to about \$16 in Models C and D. There is also an increase in the Regulator levy to \$10 in each model due to required additional functions and enhanced ICT requirements.

## 4.2 Detailed commentary on the drivers of change in claims costs under each model

The main drivers of the change in estimated costs for each model are set out in the following table (excluding interstate claims). The changes to the nominal defendant levy are reflective of the drivers in the table below and the overall reduction in claims costs. We have not referred to the reduction in legal costs in the table as they primarily reflect the changes in benefits paid at common law.

**Table 1: Main drivers for changes in cost of claims in each model**

Model	Main drivers of change in claims cost
A	<ul style="list-style-type: none"> <li>▶ The overall reduction in the estimated claims cost (excluding interstate) from \$354 in the current scheme to \$336 in Model A is a difference of \$18. General damages and legal costs are estimated to reduce by \$43 but this is offset by estimated increases to loss of earnings and treatment and care benefits. These increases are partly due to the inclusion of defined benefits for at-fault claimants (which amount to \$28)</li> <li>▶ The cost of common law benefits for not at-fault claimants is estimated to reduce from \$354 in the current scheme to \$267 in Model A or a reduction of \$87 due to the availability of defined benefits</li> <li>▶ A reduction in the amount of general damages at common law is due to the introduction of an ISV scale for general damages for less seriously injured claimants</li> <li>▶ There is a reduction in the cost of other head of damages at common law due to the availability of defined benefits for 6 months for not at-fault claimants and an expected reduction in the number of claims accessing common law</li> </ul>
B	<ul style="list-style-type: none"> <li>▶ The overall reduction in the estimated claims cost from \$354 in the current scheme to \$311 in Model B is a reduction of \$43. General damages and legal costs are estimated to reduce by \$74 but this is offset by increases to loss of earnings and treatment and care benefits. These increases are partly due to the inclusion of defined benefits for at-fault claimants (which amount to \$34)</li> <li>▶ The cost of common law benefits for not at-fault claimants is estimated to reduce from \$354 in the current scheme to \$229 in Model B or a reduction of \$125.87 due to the availability of defined benefits</li> <li>▶ A reduction in the amount of general damages at common law is due to the introduction of an ISV scale for less seriously injured claimants which is less generous than Model A</li> <li>▶ There is a reduction in the cost of other heads of damage at common law due to the availability of defined benefits for 12 months for not at-fault claimants and an expected reduction in the number of claims accessing common law (lower than in Model A)</li> </ul>
C	<ul style="list-style-type: none"> <li>▶ The overall reduction in the estimated claims cost from \$354 in the current scheme to \$280 in Model C is a reduction of \$73. General damages and legal costs are estimated to reduce by \$116 but this is offset by increases to loss of earnings and treatment and care. These increases are partly due to the inclusion of defined benefits for at-fault claimants including a quality of life statutory lump sum. (At-fault benefits amount to \$67 in total.)</li> </ul>

**Commented [A37]:** Use a range for the overall costs for the models

**Commented [A38]:** Does this figure include NAF defined benefits?

**Commented [A39]:** Is there an inconsistency in that you provide a figure for AF defined benefits, a figure for the reduction of NAF CL but there is not a figure for increase due to NAF defined benefits?

**Commented [A40]:** Is there an inconsistency in that you provide a figure for AF defined benefits, a figure for the reduction of NAF CL but there is not a figure for increase due to NAF defined benefits?

**Commented [A41]:** Same comments as Model B