



Motor Accident Insurance Commission (MAiC)

Compulsory Third Party Work Training Guidelines

March 2014

Compulsory Third Party Work Training Guidelines

These guidelines aim to assist licensed Compulsory Third Party insurers, providers, claimants and host employers develop work training programs.

The Motor Accident Insurance Commission (MAIC) provides personal accident, product and public liability insurance coverage for the duration of all MAIC approved work trials.

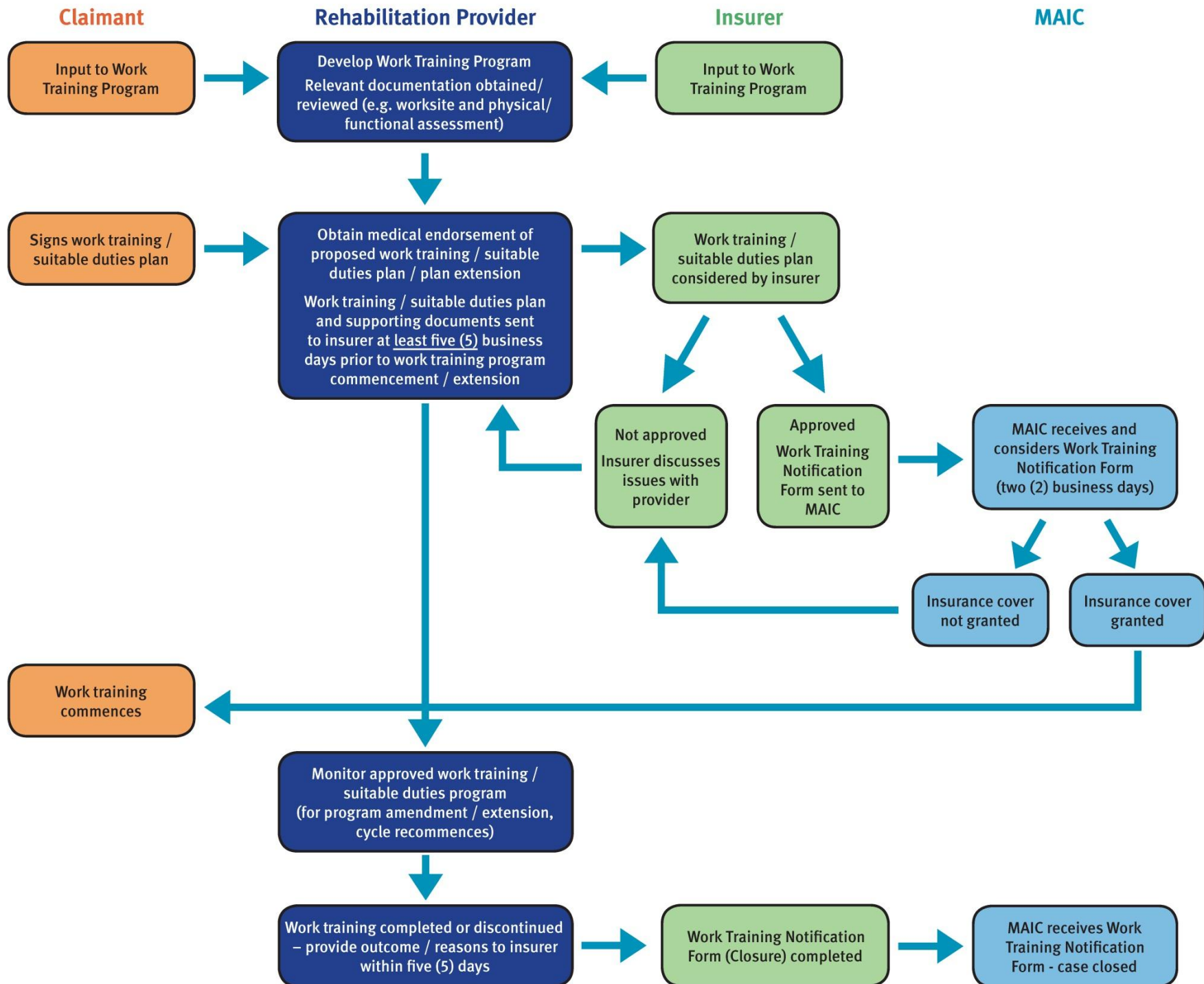
For additional copies of these guidelines or for enquiries regarding their use:

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Contents

| | | |
|-----|---|----|
| 1.0 | Introduction | 4 |
| 2.0 | Application | 4 |
| 3.0 | Requirements | 4 |
| 4.0 | Procedures | 6 |
| | Appendix 1 – CTP Work Training Responsibilities | 9 |
| | Appendix 2 – Checklist for Providers' Submissions for Work Training | 12 |
| | Appendix 3 – Host employer liability and insurance coverage information | 13 |

1.0 Introduction

Most people injured in motor vehicle accidents recover quickly and remain at work during the rehabilitation process.

Some people require more assistance to return to work due to the severity of their injury or the nature of their work.

Work training programs can help people injured in a motor vehicle accident maximise their recovery and return to employment.

This guideline aims to assist rehabilitation providers prepare documents for Compulsory Third Party (CTP) work training programs. These documents are necessary for CTP insurers to:

- consider whether the work training program is reasonable and appropriate to fund; and
- seek insurance coverage for the program from the Motor Accident Insurance Commission (MAIC).

2.0 Application

These guidelines apply when:

- the person has a claim for compensation:
 - in respect of a CTP insurance policy issued in Queensland, which is managed by an insurer licensed under the *Motor Accident Insurance Act 1994*, or
 - against the Queensland Nominal Defendant;
- the person is placed with a host employer within Australia for a specified period of time as part of their rehabilitation; and
- the employer pays no remuneration.

3.0 Requirements

The overall goal of the work training program must be the most direct route back into the labour market. The aims are to identify and improve the claimant's capacity for employment, increase their opportunity to obtain employment, and return to pre-injury earning status and job satisfaction in line with their interests, skills and post injury capabilities.

Work training programs may involve:

- graduated return to work in pre-injury job with pre-injury employer;
- training for alternate job with pre-injury employer;
- trial of pre-injury job with new employer; or
- training for new job with new employer.

Where possible, a realistic attempt must have been made to return the claimant to their previous or similar employment before proceeding to trial alternative work.

The duration of work training programs will usually range between two to eight weeks and up to 12 weeks in certain circumstances. If it is anticipated that the planned vocational goals will take longer than 12 weeks to achieve, other options such as voluntary employment should be considered.

It is only in exceptional circumstances and where further objective gains can be obtained that MAIC will consider extending insurance coverage past 12 weeks.

3.1 Medical evidence supporting the work training program

The CTP insurer or rehabilitation provider must obtain medical evidence to support the claimant's fitness for the proposed work training program in all cases (e.g. doctor's approval of the proposed work training / suitable duties plan).

3.2 Transferable skills have been assessed

Where existing transferable skills can be realistically used in the labour market, a work training program should be considered in preference to formal retraining. Exceptions may apply where pre-injury earnings cannot be matched or approximated.

3.3 Physical and intellectual capacity to undertake proposed employment has been confirmed

3.3.1 Physical/functional and worksite assessments are required to ensure a safe, appropriate and effective work training program.

3.3.2 A vocational assessment, outlining the results of a transferable skills analysis, history of education and employment experience, interests, and aptitude (including formal aptitude testing where necessary), must be provided if the person is being placed in a new vocational area. This is not required if the work training is being used to facilitate the claimant's return to their previous employment duties or similar.

3.4 Motivation and commitment to a work training program has been established

The injured person's condition must be relatively stable and he/she must have contributed to development of the work training program.

3.5 Availability of suitable employment prospects in the labour market has been identified

Employment prospects following work training should be reasonably positive, as evidenced by reference to relevant labour market information, the injured person's locality and/or willingness to move to a more favourable employment area.

3.6 Union consultation

The rehabilitation provider should determine, from discussion with the host employer, if union consultation is required when establishing the work training program.

3.7 Liability and insurance coverage

- 3.7.1 MAIC will advise the insurer whether insurance coverage will be authorised within two business days of receiving all relevant information from the insurer. It is important to note that MAIC will not provide retrospective insurance coverage. Insurance coverage does not commence until authorised in writing by MAIC.
- 3.7.2 When authorised by MAIC, a Personal Accident Insurance Policy will be provided for claimants whilst performing voluntary work for host employers for rehabilitation purposes, including travel to and from the host employment. The provision of this insurance coverage means that there is no necessity for host employers to provide workers compensation coverage in respect of the CTP claimant for the period of the approved work training program. For the Personal Accident Insurance Policy, compensation for an injury will be in accordance with and equivalent to the benefits that would be paid to the claimant had he or she been entitled to compensation under the *Workers' Compensation and Rehabilitation Act 2003* (WCR Act). Under this policy, injury has the same meaning as that defined in the WCR Act.
- 3.7.3 In addition to 3.7.2, MAIC will provide a **Product and Public Liability Insurance Policy** in respect of the claimant for the duration of the work training. The product and public liability insurance covers the legal liability to the public in respect of personal injury (including death) and/or property damage as a result of an occurrence and happening in connection with the insured's business including product liability. (The insured's business refers to the provision of voluntary employment positions by host employers to voluntary workers and the performance of work for host employers by voluntary workers). Appendix 1 contains information which should be provided to the claimant and the host employer by the provider. Appendix 3 provides insurance policy information for the host employer.
- 3.7.4 If the host employer requires evidence that the above policies have been activated or information about the terms of the policies, the provider should via the insurer, contact MAIC for a copy of the certificate of currency.

4.0 Procedures

- 4.1 The rehabilitation provider should develop an individualised work training program in consultation with the injured person and insurer, ensuring the considerations outlined in Appendix 2 have been addressed and the relevant documentation has been obtained /reviewed.
- 4.2 The claimant is to participate in the development of and sign the work training / suitable duties plan.

- 4.3 The rehabilitation provider is to forward to the insurer the following documentation at least five business days prior to the proposed work training commencement date:
- i. The work training / suitable duties plan signed by the treating doctor, claimant, host employer and rehabilitation provider.
 - ii. A worksite assessment report.
 - iii. Other relevant assessment reports as outlined in section 3.

When arranging a commencement date for the work training, the provider should take into account the time required to obtain insurer approval (five business days) and authorisation of insurance coverage from MAIC (two business days pending receipt of all relevant information).

- 4.4 The insurer considers the work training program and, if approved, the insurer completes the *Work Training Notification Form – Commencement section*. The completed form is forwarded to MAIC at least two business days before the work training commences, so insurance coverage for the worker and employer can be obtained.

The insurer must retain all relevant provider documentation to support the approved work training program and the request for MAIC to authorise insurance cover. These documents need to be readily available for audit purposes.

- 4.5 **MAIC authorisation of insurance coverage for the work training must be received by the insurer prior to the commencement of the work training program.** MAIC will advise the insurer whether insurance coverage is approved within two business days of receiving all relevant information from the insurer.

- 4.6 The rehabilitation provider is responsible for monitoring the approved work training program and for obtaining regular reports from the claimant and employer to ensure progress and training needs are met.

- 4.7 **When the work training is discontinued or completed**, the insurer must complete the *Work Training Notification Form – Closure section* and send to MAIC within five business days of completion of the work training.

If the work training program is extended (i.e. the program will extend by a number of additional weeks) **or amended** (start and/or end dates alter), the rehabilitation provider sends the revised work training / suitable duties plan, signed by all parties, and reason/s for the revision to the insurer. If approved, the insurer will complete the *Work Training Notification Form – Amendment / Extension section* and forward to MAIC. Written authorisation of insurance coverage by MAIC must be received by the insurer prior to the revised work training program commencing.

- 4.8 Procedures for payment/reimbursement of transport or related expenses are to be established with the insurer at the time of approval. In rare instances, specialised clothing or equipment or similar expenses may be considered. Under the terms of the insurance policy, the host employer must not pay the claimant for the duration of the work training.

- 4.9 In the event of an injury to the claimant whilst participating in the work training or the incurring of damage to the host employer's property or any other circumstances, which may give rise to a claim under the insurance cover organised by MAIC, the insurer is notified in the first instance. The insurer is then responsible for contacting MAIC.
- 4.10 If the claimant is in receipt of a Centrelink benefit, the claimant should notify Centrelink of the medically approved work training program to inform his/her benefit related obligations (activity test/participation requirements). The rehabilitation provider should give the claimant the details of the medically approved work training program for Centrelink notification.

*There is one *Work Training Notification Form* with three individual sections – Commencement, Amendment / Extension and Closure. Insurers need to ensure the relevant section is completed prior to MAIC submission.

Appendix 1 – CTP Work Training Responsibilities

A work training program is an agreement between a host employer, a claimant, a rehabilitation provider and the insurer. The work training can be full or part-time, and may include a graduated increase of hours and/or duties. The duration usually will range between two to eight weeks. The purpose of the placement is to provide a suitable work environment for increasing work skills and or work capacity, with a view to increasing the claimant's chances of gaining employment on the open labour market.

The Motor Accident Insurance Commission (MAIC) provides insurance coverage to the claimant and host employer for the nominated duration of the work training. MAIC can be contacted on 1800 CTP QLD (1800 287 753) or by email at maic@maic.qld.gov.au.

The insurer must forward the signed *Work Training Notification Form – Commencement section* to MAIC prior to the commencement of the work training program. MAIC's authorisation of insurance coverage must be received prior to the commencement of the work training program.

The role of each participant is set out below.

The Host Employer

Provides the workplace and the work. The host employer maintains its OH&S responsibilities under the relevant legislation.

The host employer agrees to:

- provide supervision and training to the claimant so he/she can learn the job or upgrade his/her capacity for work;
- provide induction training, including instruction in the policies and procedures of the workplace, advice on any specific workplace hazards, and the general OH&S policy and program of the organisation;
- consider the advice of the rehabilitation provider regarding the nature of the work for the purpose of monitoring the work training;
- provide feedback to the claimant at the end of the placement if applicable and available; and
- contact the rehabilitation provider if problems arise before terminating the training agreement.

The Claimant

Undertakes the placement to learn job skills or to increase work capacity to the best of his/her ability.

The claimant agrees to:

- comply with the work conditions, policy, and procedures of the workplace as advised by the host employer;
- consider the advice of the rehabilitation provider regarding the nature of the work to be carried out and any work restrictions;
- follow the directions of the host employer where these do not contradict the rehabilitation provider's advice;
- notify both the rehabilitation provider and the host employer (as per normal work practice) whenever leave from the work training is required i.e. due to illness, job interview, an aggravation of the injury etc; and

- contact the rehabilitation provider if problems arise, before terminating the work training agreement.

The Rehabilitation Provider

Locates, negotiates, and monitors the placement to ensure it meets the needs of the claimant and offers value to the claimant in terms of acquiring skills or improving work capacity. All costs need to be negotiated with the insurer.

The rehabilitation provider agrees to:

- advise the claimant of the terms and conditions of the work training e.g. no guarantee of continuing employment;
- determine the specific aims of the placement, training or upgrading schedule, and recommend the shortest time within which those aims can be met by the placement;
- assess the workplace to ensure that it is a suitable placement for the claimant;
- provide accurate advice to the host employer and claimant regarding the duties to be carried out and any applicable work restrictions;
- inform the claimant and the host employer about the liability and insurance coverage which is provided for the duration of an approved work training with reference to section 3.7 of these Guidelines;
- notify and obtain support for the work training from all relevant parties including the treating doctor, insurer, and relevant union (if applicable);
- send the signed work training / suitable duties plan and other supporting documents to the insurer before commencement of the work training;
- receive written approval for the commencement of the work training and confirmation of insurance coverage from the insurer before the work training commences;
- monitor the placement by visiting and/or telephoning regularly and assist with resolution of any problems;
- advise the insurer within five business days of completion or cessation of the work training, including outcomes/reasons for cessation; and
- assist the claimant with work placement when the work training is completed, provided: the claimant is work ready and no job is available with the host employer; and insurer approval has been given.

In the event of any circumstances which may give rise to a claim under this insurance policy, the provider must contact the insurer immediately who in turn must also immediately contact MAIC with full details of these circumstances.

The Insurer

Considers the work training program for approval.

The insurer agrees to:

- confirm there is sufficient evidence that:
 - the claimant is physically and mentally capable of undertaking the proposed program;
 - there is medical support for the program; and
 - the workplace has been assessed as suitable.

- retain all relevant provider information to support the work training program;
- obtain written confirmation from MAIC (*Work Training Notification Form – Commencement section*) that insurance cover has been activated prior to the commencement of the work training program and forward to the provider;
- consider any work training amendment or extension request and, if approved, forward the *Work Training Notification Form – Amendment / Extension* section to MAIC;
- establish any payment/reimbursement for transport etc at time of insurer approval;
- forward a completed *Work Training Notification Form- Closure section* to MAIC within five business days of completion/cessation of the program; and
- contact MAIC in the event of an injury to the claimant, damage to host employer's property or any circumstances which may indicate a claim being made under the insurance cover organised by MAIC.

Appendix 2 – Checklist for Providers’ Submissions for Work Training

Rehabilitation providers are requested to supply the following information to the insurer prior to organising work training:

- ☐ Return to work history: Brief summary of claimant’s attempt/s to return to paid employment or job seeking.
- ☐ Physical tolerance: Clear evidence of physical capacity to undertake proposed training including relevant medical information, physical/functional assessment results (as required), and medical clearance for work training.
- ☐ Workplace suitability: Evidence that the host employer’s workplace is suitable (e.g. accessible, safety issues considered).
- ☐ Vocational assessment (if required): Evidence of academic potential, previous or existing skills and interests, and pre and post MVA salary should be included. A statement detailing how the training program will assist to restore income should be included.
- ☐ Rationale for work placement and management processes: Include objectives of placement, employment prospects and monitoring arrangements such as review dates and any planned work-site visits.
- ☐ Any anticipated problems/special needs: Consider all factors likely to influence outcome including problems not directly related to this compensable injury and any special needs/equipment.
- ☐ Anticipated expenditure: Include actual costs for equipment, protective clothing, and travel.

Include details of expected financial support during period of training (e.g. benefit details, training / employment related expenses allowance).

(It should be noted only reasonable costs will be reimbursed for equipment and travel, and that these expenses will require validation. It is advisable to discuss this with the relevant insurer to determine the means/amount of reimbursement).

Appendix 3 – Host employer liability & insurance coverage

The Motor Accident Insurance Commission (MAIC) is the regulator of the Compulsory Third Party insurance scheme in Queensland.

MAIC provides a **Personal Accident Insurance Policy** for CTP claimants undertaking voluntary host employment program for rehabilitation purposes, where the program has been approved by MAIC. This cover includes travel to and from the host employment.

The provision of this insurance coverage means that there is no necessity for host employers to provide workers compensation coverage in respect of the CTP claimant for the period of the medically approved work training program.

Under the Personal Accident Insurance Policy, compensation for an injury will be in accordance with and equivalent to the benefits that would be paid to the claimant had he or she been entitled to compensation under the *Workers' Compensation and Rehabilitation Act 2003* (WCR Act). Under this policy, injury has the same meaning as that defined in the WCR Act.

MAIC also provides a **Product and Public Liability Insurance Policy** in respect of the claimant for the duration of the work training. The product and public liability insurance covers the legal liability to the public in respect of personal injury (including death) and/or property damage as a result of an occurrence and happening in connection with the insured's business including product liability. (The insured's business refers to the provision of voluntary employment positions by host employers to voluntary workers and the performance of work for host employers by voluntary workers).

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