

Foster Carers - limited coverage for property loss or damage, personal injury or third party damage or injury

Child Protection Services is committed to the support of foster carers who provide placements for children and young people who are at risk of abuse or neglect in the care of their families. This includes limited coverage for costs that arise from: (1) damage to or loss of property attributable to the wilful, intentional and negligent actions of a child placed in their care by Child Protection Services; (2) personal injury suffered or aggravated by carers while they are undertaking caring related activities on behalf of the Department; or (3) personal injury or property damage to a third party caused by a carer in the course of their work as a carer.

I. Damage to or loss of property owned by the carer

Child Protection Services will consider requests for reimbursement to carers for costs associated with damage or loss of their personal property that are directly attributable to the to the wilful, intentional and negligent actions of children or young people for whom they provide care on behalf of the Department of Health and Human Services. These requests will be considered on a case by case basis. Each claim is independently assessed by Marsh Pty Ltd and a decision by Marsh regarding whether a claim is accepted or not is considered final. Coverage for damage to or loss of property is limited to the cost to the Carer. Maintenance related damage and items on loan, for which there are no written agreements with the lessor, are not covered.

Responsibility of carers

As this coverage is limited, carers are advised to seek private insurance coverage for damage to their property not attributable to the wilful, intentional and negligent actions of children or young people placed with them by Child Protection Services. Carers must maintain adequate security arrangements for their personal property. Non-observance of reasonable levels of security may result in reimbursement being reduced or denied.

Claims must be received by the Department within 30 days of the damage occurring and carers should obtain two written, itemised quotes to support their claim and those quotes should accompany the claim form. The only exception to this is where emergency repairs are required to secure the property. Carers who use private motor vehicles in the course of caring for children or young people are advised to have them comprehensively insured (at their own cost).

Scope of Cover

Claims for reimbursement will be considered in the following situations provided they are directly attributable to the wilful, negligent and intentional actions of a children or young person in care and reasonable measures have been taken to safeguard property:

- Theft, vandalism and malicious damage to goods and property that is owned and/or the legal responsibility of the carer;
- Money, cheques and other negotiable instruments up to a total value of \$750, (note 4.3 and responsibility of carers to maintain adequate security arrangements, including limiting the amount of cash kept on premises);
- Breakage of fixed glass;
- If the key for the lock of any external door or window at the carer's address is stolen by the child in care, or there are reasonable grounds to believe that the key(s) have been duplicated by the child in care, cover will be provided for the cost of replacement of the lock(s) or cylinder(s) (with those of a similar quality) operated by the key(s) up to a maximum of \$500; and
- Leased equipment for items with written agreements only.

Procedure at the time of the incident

At the time of an incident or as soon as practicable after the incident (within 30 days), the carer must:

- record details of the incident, including the name of witnesses and their contact details if relevant; and
- contact Child Protection Services during business hours to report incident and complete Claim/Incident Report Form (see attached) with the assistance of their case manager.

Claims will be independently assessed by Marsh Pty Ltd on behalf of Child Protection Services. Marsh will advise the claimant whether or not the claim is accepted.

2. Personal Injury to Carers

Note: The arrangement between Child Protection Services and Marsh Pty Ltd to provide an assessment service for foster carer property damage claims is separate to Marsh's role as the Fund Administration Agent for the TRMF. As such, claims for personal injury and/or limited third party liability are dealt with under the established TRMF process. For more information visit the TRMF section of the Department of Treasury and Finance website accessible via <http://www.treasury.tas.gov.au/trmf>

Note that if the claim relates to an injury sustained by a carer, the Tasmanian Risk Management Fund Claim/Incident Report Form should be completed. **This form is available from the coordinator of Service Centre Operations or the TRMF website (www.treasury.tas.gov.au/trmf) – please do not use the form attached to this information sheet.**

Coverage

The Tasmanian Risk Management Fund is the Tasmanian Government's self insurance arrangement and provides the Department with personal accident cover for its authorised volunteers. Foster carers are considered to be authorised volunteers of the Department as they receive no payments other than reimbursements for costs associated with caring for children on behalf of the Department.

Personal accident covers carers for injuries suffered or aggravated while they are undertaking caring related activities on behalf of the Department. Personal accident cover also covers carers who contract a disease and the caring related activities undertaken on behalf of the Department was the major contributor. Personal accident cover provides reimbursement of reasonable medical expenses and the payment of other benefits as provided under the *Workers Rehabilitation and Compensation Act 1988*.

Limits to coverage

- Reimbursement of reasonable expenses including medical, hospital, ancillary, and out of pocket expenses is limited to costs that are not recoverable under Medicare or private health insurance.
- There is a two year limit on the benefits provided.
- Carers are not covered if they work for community sector organisations or provide care to children and young people who are not placed with them by Child Protection Services.
- Persons who suffer an injury as a direct result of a motor vehicle accident will generally be eligible for no-fault benefits provided by the Motor Accidents Insurance Board (MAIB). As a result, the TRMF does not provide cover for volunteers who suffer personal injury as a direct result of a motor vehicle accident.
- Benefits are not provided where a volunteer acts outside the scope of activities authorised by the agency, or is affected by alcohol/other drugs at the time of the incident.

Procedure relating to a personal injury

At the time of the injury or as soon as practicable after the injury (within 14 days), the carer must report the injury to Child Protection Services during business hours and complete a Claim/Incident Report Form with the assistance of their case manager. **The correct form is available from the coordinator of Service Centre Operations or the TRMF website (www.treasury.tas.gov.au/trmf) – please do not use the form attached to this information sheet.**

Where medical treatment has been sought, the carer must first be reimbursed by Medicare or their private insurance company for their costs and then provide Child Protection Services with a receipt that shows the amount charged by the medical practitioner, the amount refunded by Medicare or the private health insurance company and the amount paid by the claimant.

Note that in some cases the fund administration agent (Marsh Pty Ltd) will make arrangements with the carer to obtain a medical report from a medical practitioner that is appointed by the fund administration agent.

Further Information

For further information on personal accident cover and procedures for the reporting of claims please refer to the Tasmanian Risk Management Fund website accessible from <http://www.treasury.tas.gov.au/trmf>

3. Personal Injury or Property Damage to a Third Party

Coverage

Under the *Civil Liability Act 2002* individual volunteers acting in good faith are exempted from liability for his/her negligence. It is the organisation that is directing the volunteer that incurs the liability. Accordingly, the TRMF provides public liability cover to the Department where there is a personal injury or property damage claim made by a third party arising out of the activities of a carer acting on behalf of the Department.

Limits of cover

Liability cover is not provided for third party personal injury claims arising from the use of a registered motor vehicle. This is insured through the Motor Accidents Insurance Board which provide medical and income benefits on a no fault basis to persons injured in motor vehicle accidents.

The Department of Health and Human Services is not liable in circumstances where the carer:

- acts outside the scope of the activities authorised by Child and Family Services or contrary to its instructions;
- is affected by alcohol or certain other drugs at the time of the incident; and/or
- is involved in a motor vehicle accident.

Procedure relating to Personal Injury or Property Damage to a Third Party

At the time of the incident, the carer must:

- Take immediate action to minimise the extent of personal injury or damage to the property of a third party, but not at the expense of their own safety;
- Record details of the incident including the names and contact details of witnesses;
- Contact Tasmania Police if a crime has been committed; and
- Report the incident to Child Protection Services and complete a Claim/Incident Report Form (see attached) with the assistance of their case manager.

The carer must not:

- Admit liability either verbally or in writing; or
- Agree to pay or settle costs of the third party.

Further Information

For further information on liability and procedures for the reporting of claims please refer to the Tasmanian Risk Management Fund website accessible from <http://www.treasury.tas.gov.au/trmf>

FOSTER CARER CLAIM/INCIDENT REPORT FORM

An officer of Child Protection Services and the carer must complete this form when

- a carer seeks reimbursement for damage to or loss of property owned by carers and it is directly attributable to wilful, intentional and negligent actions of children or young people placed in their care by Child Protection Services; and/or
- a carer causes personal injury or property damage to a third party in the course of their work as a carer

Note that **if the claim relates to an injury sustained by a carer**, the *Tasmanian Risk Management Fund Claim/Incident Report Form* should be completed. This form is available from the coordinator of Service Centre Operations or the TRMF website (www.treasury.tas.gov.au/trmf).

Please forward the completed form (and supporting documentation) to Child Protection Services as soon as possible and practicable after an incident.

Please note: Claims are independently assessed by Marsh Pty Ltd and a decision by Marsh regarding whether a claim is accepted or not is considered final.

An incident is defined as “an occurrence giving rise to loss or damage to property or a potential liability [including an injury to a third party] which in total has the probability of exceeding the Agency excess for that particular risk”.

South

Child Protection Services
Woodhouse
St Johns Park
New Town Tas 7008
Facsimile: 6230 7653

North

Child Protection Services
PO Box 633
Launceston Tas 7250
Facsimile: (03) 636

North West

Child Protection Services
PO Box 158
Burnie Tas 7320
Facsimile: 6434 6330

1. Service Centre: _____

Address: _____

(2) Incident type: _____
(eg. fire, water, storm, theft, injury to a third party)

Date/time of incident: _____

(3) Name and address of carer

(4) When did the agency first become aware of the incident?

(5) Where did the incident occur?

(6) Description of incident:

(7) Estimated cost of incident (do not estimate the cost of injury):

\$ _____
\$ _____
\$ _____
\$ _____
Total: \$ _____

Note: please obtain and provide two (2) written quotes for the repair/replacement considered necessary following the incident.¹

(8) If injury, have you received any verbal/written demands?

Yes (please tick)
No

If yes, provide details:

(9) Was Tasmania Police notified?

¹ The only exception to this is if emergency repairs are required to secure the property
Foster Carer Claim/Incident Report Form

Yes (please tick)

No

If yes, provide details:

(10) Were there any witnesses to the incident?

Yes (please tick)

No

If yes, provide details:

Name	Address	Telephone	Relationship
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(11) Has a copy of this report or details of the incident been given to other agency staff or anyone else (including for insurance purposes)?

Yes (please tick)

No

If yes, provide details for example for remedial action, potential litigation:

(12) Name of person completing this incident report:

Name: _____

Position/Title: _____

Telephone: _____

Facsimile: _____

Signature: _____

Date: _____

Carer Declaration

- I/We solemnly and sincerely declare that this claim form has been completed in full and all required information and documentation as specified on this claim form is attached to this signed claim form.
- I/We solemnly and sincerely declare that the information given in this form is truthful, accurate and complete. No information that is likely to affect this claim has been withheld.
- I/We understand that this claim may be refused if information is untrue, inaccurate or concealed.
- I/We understand that if this claim is fraudulent, it will be reported to the relevant authorities.
- I/We consent to the collection, use and disclosure of personal information in order to handle my/our claim.
- I/We acknowledge that I/we will provide all necessary assistance as required to process this claim.

I make this solemn declaration under the *Oaths Act 2001*.

Carer Name (Please Print):

Carer Signature: Date:
.....

Declared at:

(place)

on: before me

(date)

.....
(Justice, commissioner for declarations
or authorised person)

NOTE: As this incident report may be subject to FREEDOM OF INFORMATION (FOI) please ensure that only factual information is recorded.