Framework for the Accredited Employers Programme Amendment 2024

This framework amendment is made by the Minister for ACC under section 183 of the Accident Compensation Act 2001 after being satisfied that the consultation requirement set out in section 183(3) of that Act has been met.

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Framework amendment

1 Title

This framework amendment is the Framework for the Accredited Employers Programme Amendment 2024.

2 Commencement

This framework amendment comes into force on 1 April 2025.

3 Principal framework

This framework amendment amends the Framework for the Accredited Employers Programme.

4 Transitional, savings, and related provisions

The transitional, savings, and related provisions set out in Schedule 1 have effect according to their terms.

5 Clause 1 replaced (Background)

Replace clause 1 with:

1 Background

This Framework is established under section 183 of the Act.

6 Clause 2 amended (Objectives)

(1) Replace clause 2.1 with:

2.1 The objectives of the Accredited Employers Programme are those set out in section 182 of the Act.

(2) Replace clause 2.2(a), with:

(a) an employer who meets the criteria set out in section 185(1) of the Act (*see* clause 11.2) and can provide the evidence referred to in clause 11 that it meets those criteria, may enter into an Accreditation Agreement with the Corporation that must be consistent with this Framework. However, to gain entry to the Accredited Employers Programme, an employer must show a commitment and an ability to deliver on the injury prevention and rehabilitation objectives in the Act.

(3) Replace clause 2.2(c) with:

(c) The 2 categories of plans under the Accredited Employers Programme are as follows:

(i) the Partnership Discount Plan under which the Accredited Employer assumes responsibility for managing and meeting work-related personal injury claims for a period of up to 4 years after each Cover Period but with no liability at the end of the Claim Management Period (other than for accrued obligations) (*see* Part 1); and

(ii) the Full Self Cover Plan under which the Accredited Employer assumes responsibility for managing and meeting work-related personal injury claims for a period of up to 4 years after each Cover Period and is required to pay to the Corporation an amount equivalent to the assessed ongoing liability in respect of claims handed back to the Corporation at the end of the Claim Management Period. In return, the Accredited Employer receives a significantly higher discount on the levy otherwise payable (*see* Part 2).

(4) Revoke clause 2.2(d) and (e).

7 Clause 3 amended (Definitions)

(1) In clause 3.1, revoke the definitions of **Act**, **Claim Management Period**, and **Manager**.

(2) In clause 3.1, replace the definition of **year** with:

year means,—

(a) in relation to Cover Periods,—

(i) unless subparagraph (ii) applies, a 12-month period ending on 31 March and, where appropriate, includes part of that period; or

(ii) where another date is specified in the Accreditation Agreement, a 12-month period ending on that date and, where appropriate, includes part of that period; and

(b) in relation to the Corporation,—

(i) unless subparagraph (ii) applies, a financial year; or

(ii) where another date is specified in the Accreditation Agreement, a period ending on that date.

(3) In clause 3.1, insert in their appropriate alphabetical order:

1998 Act means the Accident Insurance Act 1998

Act means the Accident Compensation Act 2001

group has the meaning given to it in section 5(1) of the Financial Reporting Act 2013

performance data means all information collected by the Corporation about an Accredited Employer's performance in the Accredited Employer's Programme including through the Corporation's ongoing monitoring and audit of the Accredited Employer under clauses 19 and 20

(4) Replace clause 3.2 with:

3.2 For the purposes of this Framework, a **Claim Management Period**, in respect of a work-related personal injury, commences on the date of the injury and expires, in relation to—

(a) a Partnership Discount Plan,—

(i) on the end date described in clause 4.2; or

(ii) on the end date as extended under clause 4.6; or

(b) a Full Self Cover Plan,—

(i) on the end date described in clause 7.2; or

(ii) on the end date as extended under clause 7.6.

(5) Revoke clause 3.3.

8 New clause 3A inserted (Standard form contractual provisions)

After clause 3, insert:

3A Standard form contractual provisions

3A.1 The Corporation may include in an Accreditation Agreement standard form contractual provisions relating to any matter that it determines should appropriately be included in the Accreditation Agreement.

3A.2 The Corporation may, in an exceptional case and in its absolute discretion, include in any Accreditation Agreement modifications to standard form contractual provisions.

9 Clause 4 amended (Outline of the Partnership Discount Plan)

(1) Replace clause 4.1 with:

4.1 The Partnership Discount Plan enables employers to enter into an Accreditation Agreement for Partnership Discount with the Corporation that provides for self-management by the Accredited Employer of all work-related personal injuries to their employees.

(2) In clause 4.2, replace "24" with "48".

(3) Revoke clause 4.3.

(4) After clause 4.6, insert:

4.6A For the purpose of agreeing to an extension under subclause 4.6, the Corporation may use performance data to assist it to decide whether an Accredited Employer remains eligible for a Partnership Discount Plan.

(5) Replace clause 4.7(b) with:

(b) the right of either party to cancel the Accreditation Agreement for breach by the other party; or

(c) the right of the Corporation to limit the agreement terms it offers to an Accredited Employer on the basis of the Corporation's assessment of the Accredited Employer's performance in the Accredited Employers Programme.

10 Clause 5 replaced (Eligibility of the employer)

Replace clause 5 with:

5 Application by the employer to enter Partnership Discount Plan

5.1 An employer may apply to the Corporation to be an Accredited Employer under a Partnership Discount Plan.

5.2 An application may be made in the manner and form approved by the Corporation.

5.3 If the Corporation forms the opinion that the employer meets the accreditation requirements set out in section 185(1) of the Act, it may enter into an Accreditation Agreement for Partnership Discount with the employer.

5.4 The decision to enter into an Accreditation Agreement for Partnership Discount with an employer is to be made by the Chief Executive of the Corporation.

11 Clause 6 amended (Premium)

(1) Replace the heading to clause 6 with "**Levy**".

(2) In clause 6.2, delete ", for periods subsequent to 31 March 2001,".

(3) In clause 6.2, item SMP of the formula, replace "as set out, from time to time, in the regulations, made under the Act (expressed as a percentage)" with "set out in regulations made under the Act (expressed as a percentage) or, if no regulations are in force, set at 0".

(4) Replace clause 6.4 with:

6.4 Although primary health costs incurred by employees as a result of work-related personal injuries are required to be met by the relevant individual Accredited Employer, it is recognised that it will at times be administratively difficult to properly identify whether the injury is a work-related injury or which Accredited Employer is liable, or to collect the cost from the correct Accredited Employer. These difficulties mean that some of those costs will be borne by the Corporation. In the formula in subclause 6.2, PHC—

(a) is intended to recover those costs across all Accredited Employers as well as the cost of administering the collection of primary health costs from Accredited Employers generally; and

(b) is to be fixed by the Corporation from year to year based on actual experience with the proposed cost being the subject of clause 21.

(5) In clause 6.6, replace "employers" with "employer".

(6) Replace clause 6.8 with:

6.8 An Accredited Employer may seek to have the levy payable under the Accredited Employers Programme, which is calculated under the Accreditation Agreement, reviewed under section 236 of the Act.

(7) Revoke clause 6.9.

12 Clause 7 amended (Outline of the Full Self Cover Plan)

(1) Replace clause 7.1 with:

7.1 The Full Self Cover Plan enables employers to enter into an Accreditation Agreement for Full Self Cover with the Corporation that provides for full self-management by the Accredited Employer of all work-related personal injuries to their employees.

(2) Revoke clause 7.3.

(3) Replace clause 7.4 with:

7.4 Subclause 7.4A applies if, at the expiry of the Claim Management Period provided in the Accreditation Agreement for Full Self Cover, an employee of the Accredited Employer who has suffered a work-related personal injury during the Cover Period still has or may have ongoing statutory entitlements in respect of that injury.

7.4A The management of the claim and responsibility for payment of all statutory entitlements arising after the expiry of the Claim Management Period passes to the Corporation, but the Accredited Employer is to be liable for the claim and

case management expenses of the claim, with the amount of that liability being determined under clause 10.

7.4B Subclauses 7.4 and 7.4A are subject to the Accreditation Agreement.

(4) After clause 7.6, insert:

7.6A For the purpose of agreeing to an extension under subclause 7.6, the Corporation may use performance data to assist it to decide whether an Accredited Employer remains eligible for a Full Self Cover Plan.

(5) Replace clause 7.7(b) with:

(b) the right of either party to cancel the Accreditation Agreement for breach by the other party; or

(c) the right of the Corporation to limit the agreement terms it offers to an Accredited Employer on the basis of the Corporation's assessment of the Accredited Employer's performance in the Accredited Employers Programme, including the right to offer an Accredited Employer the Partnership Discount Plan instead of the Full Self Cover Plan.

13 Clause 8 replaced (Eligibility of the employer)

Replace clause 8 with:

8 Application by the employer to enter Full Self Cover Plan

8.1 An employer may apply to the Corporation to be an Accredited Employer under a Full Self Cover Plan.

8.2 An application may be made in the manner and form approved by the Corporation.

8.3 If the Corporation forms the opinion that the employer meets the accreditation requirements set out in section 185(1) of the Act, it may enter into an Accreditation Agreement for Full Self Cover with the employer.

8.4 The decision to enter into an Accreditation Agreement for Full Self Cover with an employer is to be made by the Chief Executive of the Corporation.

14 Clause 9 amended (Premium)

(1) Replace the heading to clause 9 with "**Levy**".

(2) In clause 9.2, item SMP of the formula, replace "as set out, from time to time, in regulations, made under the Act (expressed as a percentage)" with "set out in regulations made under the Act (expressed as a percentage) or, if no regulations are in force, set at 0".

(3) Replace clause 9.4 with:

9.4 Although primary health costs incurred by employees as a result of work-related personal injuries are required to be met by the relevant individual Accredited Employer, it is recognised that it will be at times administratively difficult to properly identify whether the injury is a work-related injury or

which Accredited Employer is liable, or to collect the cost from the correct Accredited Employer. These difficulties mean that some of those costs will be borne by the Corporation. In the formula in subclause 9.2, PHC—

(a) is intended to recover those costs across all Accredited Employers as well as the cost of administering the collection of primary health costs from Accredited Employers generally; and

(b) is to be fixed by the Corporation from year to year based on actual experience with the proposed cost being the subject of clause 21.

(4) Replace clause 9.6 with:

9.6 An Accredited Employer under the Full Self Cover Plan must be protected by the employer's liability cap (as set out in clause 16). If so, F_{FSC} is to be a charge fixed by the Corporation in relation to that particular Accredited Employer having regard to the general risks associated with the employer, its size, the industry in which it operates, the applicable level of the Limit, and any High Cost Claim Cover excess level purchased under clause 10A.

(5) Replace clause 9.7 with:

9.7 An Accredited Employer may seek to have the levy payable under the Accredited Employers Programme, which is calculated under the Accreditation Agreement, reviewed under section 236 of the Act.

(6) Revoke clause 9.8.

15 Clause 10 amended (Transferred claims payment)

(1) Replace clause 10.1 with:

10.1 If, at the expiry of the Claim Management Period provided for in the Accreditation Agreement for Full Self Cover, an employee of the Accredited Employer who has suffered a work-related personal injury during the Cover Period still has or may have statutory entitlements related to that injury, then—

(a) responsibility for payments and the management of the claim transfers to the Corporation; and

(b) the Accredited Employer must—

(i) pay to the Corporation an amount in respect of the residual liability, calculated in accordance with subclauses 10.2 to 10.4; and

(ii) accept the liability under subclause 10.4.

10.1A The liability of the Accredited Employer under subclause 10.1(b) is not to exceed the Limit for the relevant Cover Period set out in clause 16.

(2) In clause 10.3(b), replace "409" with "331".

(3) Replace clause 10.4 with:

10.4 Subclauses 10.4A and 10.4B apply if, after the expiry of the Claim Management Period provided for in the Accreditation Agreement for Full Self Cover,

an employee of the Accredited Employer who has suffered a work-related personal injury during the Cover Period—

(a) makes a claim for that work-related personal injury for the first time (whether because it is a work-related gradual process, disease, or infection under section 30 of the Act or otherwise);

(b) suffers a subsequent injury (as defined in sections 294 to 297 of the Act as saved by section 342 of the Act); or

(c) reactivates a claim (not being a claim handed over under subclause 10.1 and for which an assessment was made under subclauses 10.2 and 10.3).

10.4A The Corporation is entitled to be paid the costs of a claim referred to in subclause 10.4 by the Accredited Employer.

10.4B The costs are to—

(a) include a proper contribution to case management expenses but, in relation to the statutory entitlements of the employee, are not to exceed the amount that the Accredited Employer would have had to pay if the Claim Management Period was still current; and

(b) be paid to the Corporation as they are incurred by the Corporation, unless the Accreditation Agreement provides for the Corporation to assume liability for some or all of the costs in return for an advance payment on account of the Accredited Employer's risk of future liability to pay costs to the Corporation.

(4) Revoke clause 10.5.

(5) In clause 10.6, delete "The date so stipulated may be up to 6 months before the end of the relevant Claim Management Period.".

16 Clause 11 amended (General eligibility)

(1) Replace clause 11.2 with:

11.2 Section 185(1) of the Act provides for accreditation requirements.

(2) In clause 11.3, replace "The Manager, in deciding whether an employer meets the statutory requirements set out in paragraph 11.2, must have regard to" with "The Corporation, in forming its opinion as to whether an employer meets the accreditation requirements set out in section 185(1) of the Act, must have regard to".

(3) In clause 11.3(a), replace—

(a) "s326E(1)(a)" with "section 185(1)(a) of the Act"; and

(b) "active" with "ongoing"; and

(c) "a proper employee information system in place" with "an appropriate system to inform its employees of the necessary arrangements for health and safety management".

(4) After clause 11.3(a)(iii), insert:

(iiia) it has an appropriate system to inform its employees of the necessary arrangements for the employer's hazard management plan;

(5) In clause 11.3(b), replace "s326E(1)(b)" with "section 185(1)(b) of the Act (as well as the requirements in paragraph (a))".

(6) Revoke clause 11.3(b)(i).

(7) Replace clause 11.3(b)(ii) with:

(ii) the occupational health and safety policies and procedures include an ongoing commitment to comply with all relevant legislation, regulations, codes of practice, and safe operating procedures;

(8) Revoke clause 11.3(b)(iii).

(9) Replace clause 11.3(b)(vi) and (vii) with:

(vi) the policies and procedures ensure that appropriate health and safety information is communicated to all employees;

(vii) there is appropriate induction training for new employees about the employer's health and safety management systems to ensure that the new employees are aware of the systems;

(10) Replace clause 11.3(b)(viii) with:

(viii) the policies and procedures provide for employee engagement and consultation on health and safety issues on an ongoing basis within each main business area;

(11) In clause 11.3(c), replace "s326E(1)(c)" with "section 185(1)(c) of the Act".

(12) Replace clause 11.3(d) with:

(d) In relation to section 185(1)(d) of the Act, in addition to the matters under paragraphs (a) and (b), it has ensured and will ensure that—

(i) all employees are regularly informed about, and understand, their responsibilities for the health and safety of themselves and others;

(ii) the development, implementation, and observance of healthy and safe systems of work is the overriding priority for the employer; and

(iii) the employee should not undertake the work if it cannot be done within agreed safe systems of work.

(13) In clause 11.3(e), replace "s326E(1)(e)" with "section 185(1)(e) of the Act".

(14) In clause 11.3(e)(iv), delete "and treatment providers".

(15) In clause 11.3(e)(vi), delete "and occupational health and safety".

(16) Replace clause 11.3(e)(vii) with:

(vii) there are senior managers with clear responsibility for these issues;

(17) Replace clause 11.3(e)(viii) with:

(viii) there are proper procedures in place for informing employees of their rights in relation to work-related injuries, next steps, and the options that will be available to them;

(viiia) there are proper procedures and policies in place to ensure representation of employees by their union or other nominated representative where requested; and

(18) In clause 11.3(f), replace—

(a) "s326E(1)(f)" with "section 185(1)(f) of the Act"; and

(b) "active" with "ongoing".

(19) Replace clause 11.3(f)(i) with:

(i) it has policies and procedures that ensure—

(A) accurate and timely assessments of immediate post-injury needs are carried out;

(B) planning for rehabilitation is undertaken;

(C) rehabilitation is undertaken in an open, consultative manner and in line with agreed procedures;

(D) an individual rehabilitation plan is prepared and updated in a timely manner;

(20) In clause 11.3(g), replace "s326E(1)(g)" with "section 185(1)(g) of the Act".

(21) Replace clause 11.3(g)(i) with:

(i) it has in place processes and procedures that ensure that all claims by employees who have suffered a work-related personal injury are recorded, including, in each case, full details of—

(A) the accident;

(B) the circumstances surrounding the accident;

(C) the nature of the injury;

(D) the severity of the injury;

(E) the known consequences of the injury;

(F) the nature and severity of the known consequences of the injury; and

(G) all decisions relating to the acceptance or otherwise of the claim.

(22) Replace clause 11.3(g)(ii) with:

(i) it has in place processes and procedures that ensure that there are full records of—

(A) all statutory entitlements claimed by employees;

(B) all decisions made as to the acceptance or otherwise of those claims and the treatment and rehabilitation of the employee concerned;

(C) all entitlements provided, and the manner of their provision;

(D) all payments made on account of statutory entitlements;

(E) all treatment and rehabilitation provided and other non-monetary steps taken;

(F) all relevant calculations; and

(G) all interactions with treatment providers.

(23) Replace clause 11.3(g)(iv) with:

(iv) the systems in place will allow that Accredited Employer to provide monthly reports to the Corporation as specified in the Accreditation Agreement.

(24) Replace clause 11.3(h) with:

(h) In relation to section 185(1)(h) of the Act,—

(i) it has substantial net worth (being total assets minus total liabilities);

(ii) its contingent liabilities are not excessive (details are to be provided including an evaluation as to likely crystallisation of those liabilities);

(iii) it has an appropriate working capital ratio based on current assets (being cash, marketable securities, and trade receivables) divided by current liabilities;

(iv) it has an appropriate equity to debt ratio (being net worth divided by total liabilities); and

(v) it has an appropriate return on equity (being net profit divided by total equity).

(ha) The figures in paragraph (h) should, where possible, be provided for the 3 financial periods preceding the application and include best estimates for at least the then current financial period and the next financial period.

(hb) For the purposes of paragraphs (h) and (ha), **period** will normally mean a year.

(25) In clause 11.3(i), replace "s326E(1)(i)" with "section 185(1)(i) of the Act".

(26) After clause 11.8, insert:

11.9 Once an employer becomes an Accredited Employer, the Corporation must comply with the confidentiality provisions contained in the relevant Accreditation Agreement. However, if there are no confidentiality provisions in the

Accreditation Agreement, subclause 11.8 will continue to apply to the Corporation.

17 Clause 12 replaced (More than 1 employer)

Replace clause 12 with:

12 More than 1 employer

12.1 The Corporation may enter into an Accreditation Agreement with 2 or more employers if—

(a) those employers are members of a group; and

(b) each of those employers undertakes, in the Accreditation Agreement, joint and several liability for all payments, liabilities, and obligations arising under the Accreditation Agreement (including in relation to employees of any of those employers).

12.2 In forming its opinion under clause 11 about an employer who wishes to enter an Accreditation Agreement referred to in subclause 12.1, the Corporation may have regard to whether the group as a whole meets—

(a) the accreditation requirements set out in section 185(1)(a) to (h) of the Act; and

(b) the tests set out in clause 11.3.

12.3 In forming its opinion under clause 27 about an Accredited Employer who wishes to extend or renew an Accreditation Agreement referred to in subclause 12.1, the Corporation may have regard to whether the group as a whole—

(a) meets the accreditation requirements set out in section 185(1)(a) to (h) of the Act;

(b) meets the tests set out in clause 11.3; and

(c) is able to comply with the requirements in the Accreditation Agreement (*see* clause 27.1).

12.4 Subclauses 12.5 and 12.6 apply if an Accredited Employer that is a member of a group to which this clause applies ceases to be a member of the group.

12.5 The Corporation may—

(a) review its opinion about the remaining Accredited Employers that are members of the group under clause 11 or 27 (as applicable); and

(b) for the purpose of that review, request information from those Accredited Employers that are remaining members of the group.

12.6 The minimum cover period required by clause 4.6 or 7.6 (as applicable) does not apply to any variation of the Accreditation Agreements between the Corporation and the remaining members of the group.

12.7 Subclauses 12.8 and 12.9 apply if an employer joins, or proposes to join, a group to which this clause applies and wishes to become an Accredited Employer.

12.8 The Corporation may, for the purpose of forming its opinion about the new employer member for the purposes of clause 11 or 27 (as applicable), request information from the other members of the group.

12.9 The minimum cover period required by clause 4.6 or 7.6 (as applicable) does not apply to the Accreditation Agreement between the Corporation and the new member of the group.

18 Clause 13 amended (Injured employees)

Replace clauses 13.2, 13.3, and 13.4 with:

13.2 During the Claim Management Period, the Accredited Employer must provide all statutory entitlements in relation to work-related personal injuries suffered by that Accredited Employer's employees and pay all the costs in relation to every claim by an employee for a work-related personal injury (including administration costs).

13.3 Subclause 13.2 does not apply—

(a) to the extent expressly agreed in the Accreditation Agreement for Partnership Discount (if a member of the Partnership Discount Plan);

(b) to the extent that the Accredited Employer and the Corporation from time to time agree under section 187(2) of the Act that the Corporation will assume some or all of the Accredited Employer's liability in relation to a particular employee on such terms as the Corporation thinks fit;

(c) to health related costs that are bulk funded by the Corporation (being public health acute services costs); and

(d) as provided for in clause 16 (if applicable).

13.4 For the purposes of subclause 13.2—

(a) the statutory entitlements are, during the Claim Management Period for that injury, to be met by the Accredited Employer except to the extent expressly stated in subclause 13.2;

(b) the Accredited Employer must pay (or reimburse to the Corporation if required by the Corporation) all obligations that have accrued at the date of expiry of the Claim Management Period;

(c) weekly compensation accrues from day to day;

(d) if an employee of that Accredited Employer suffers a work-related personal injury and incurs entitlement costs in respect of that injury the costs of which are borne by the Corporation, the Accredited Employer must reimburse those costs to the Corporation;

(e) the Accredited Employer is liable to the Corporation for any expenses incurred in respect of the claim by the Corporation (being expenses unreasonably deferred or not met by the Accredited Employer) after the end of the relevant Claim Management Period or on termination or cancellation of an Accreditation Agreement;

(f) nothing in this clause precludes the Accredited Employer from providing more assistance to the employee than the statutory minimum but the Accredited Employer must inform the employee that—

(i) more than the statutory minimum is being paid; and

(ii) the Corporation will not be liable to continue to pay more than the statutory minimum if responsibility for the claim passes to the Corporation; and

(g) if the Corporation has responsibilities and obligations under sections 48 to 68 of the Act that arise as a result of a work-related personal injury to an employee of the Accredited Employer, the Accredited Employer must accept those responsibilities and obligations unless the Act, this Framework, or the context requires otherwise.

19 New clause 13A inserted (Costs in relation to injured employees)

After clause 13, insert:

13A Costs in relation to injured employees

13A.1 This clause applies to a specified injury so that, if the Accredited Employer is the insurer (as defined in section 341(1) of the Act), it is to be entitled to recover a proportion of the costs of providing entitlements (and associated costs) to the employee under section 111(2) or 113 (as applicable) of the 1998 Act as saved by section 342 of the Act.

13A.2 The Accredited Employer must manage the claim and make the same payments of statutory entitlements as would be required if it were the Accredited Employer of the injured employee for the whole period of the work-related gradual process, disease, or infection or when the previous personal injury (as defined in section 112 of the 1998 Act as saved by section 342 of the Act) occurred (as applicable).

13A.3 The Accredited Employer may notify the Corporation of the circumstances of the claim and the basis for contending that, if it had been the insurer, it would have been entitled to recover a proportion of the costs of providing the statutory entitlements (and associated costs) referred to in subclause 13A.2.

13A.4 On receipt of notice under subclause 13A.3, the Corporation must—

(a) take all appropriate steps in a timely manner to check the validity of the claim; and

(b) act in accordance with subclause 13A.5, 13A.6, or 13A.7 (as applicable).

13A.5 If the claim is valid and the Corporation was the contributing insurer (as defined in section 109 or 112 (as applicable) of the 1998 Act as saved by section 342 of the Act), and the previous employer was not an Accredited Employer at the relevant time, the Corporation must pay to the Accredited Employer the appropriate amount (calculated under section 110(2), 111(2), or 113(2) (as applicable) of the 1998 Act as saved by section 342 of the Act).

13A.6 If the claim is valid and if the Corporation was not the contributing insurer or if the previous employer at the relevant time was an Accredited Employer, the Corporation must take reasonable steps to recover the appropriate amount (calculated under section 110(2), 111(2), or 113(2) (as applicable) of the 1998 Act as saved by section 342 of the Act) on behalf of the Accredited Employer and account to the Accredited Employer for all recoveries (after deduction of reasonable collection expenses).

13A.7 If the Corporation considers the claim not to be valid, the Corporation must promptly notify the Accredited Employer.

13A.8 For the purposes of this clause, **specified injury** means an injury that is—

(a) of the type defined in section 30 of the Act (a work-related gradual process, disease, or infection); or

(b) a subsequent injury (as defined in sections 294 to 297 of the Act as saved by section 342 of the Act).

20 Clause 14 amended (Processing of claims)

(1) Replace the heading to clause 14 with "**Claims**".

(2) Revoke clauses 14.3 and 14.4.

(3) Replace clause 14.5 with:

14.5 Subclause 14.5A applies, despite clause 13.2, and subclauses 14.1 and 14.2, if the Corporation, in its absolute discretion, considers, for a specified reason, that it is in a claimant's interests that the claim be managed by the Corporation rather than be self-managed by the Accredited Employer.

14.5A On receiving a claim referred to in subclause 14.5 directly from the claimant, or becoming aware that a claim has been received by an Accredited Employer, the Corporation will, for a period and on terms that the Corporation thinks fit,—

(a) assume some or all of the Accredited Employer's liability for the claim; and

(b) manage the claim.

14.5B For the purpose of this clause,—

serious ongoing injury includes—

(a) tetraplegia;

(b) paraplegia;

(c) an incomplete spinal cord injury where full recovery is not anticipated;

(d) a brain injury where full recovery is not anticipated; or

(e) any injury or combination of injuries that render it unlikely that a return to work will be achieved

specified reason means a reason—

(a) of a sensitive, personal nature related to—

(i) the affected employee; or

(ii) the circumstances giving rise to the claim; or

(b) related to the unusual nature or extent of the claimant's entitlements, including an entitlement relating to—

(i) a serious ongoing injury;

(ii) a treatment injury within the meaning of section 32 of the Act; or

(iii) a personal injury resulting from treatment for a work-related injury (*see* section 28(5) of the Act).

(4) Replace clause 14.6 with:

14.6 If, under subclause 14.5A, the Corporation is managing a claim, the Corporation must keep the Accredited Employer informed to the greatest extent practicable, consistent with the interests of the employee and the reasons giving rise to the Corporation managing the claim.

(5) Replace clause 14.7 with:

14.7 If, under subclause 14.5A, the Corporation is managing a claim, the Accredited Employer will reimburse the Corporation for all costs and expenses incurred by the Corporation in relation to the claim (including proper allowance for the case management expenses that would not have been incurred by the Corporation but for the decision to handle the claim).

(6) In clause 14.8, replace "32(7)" with "28(6)".

21 Clause 15 amended (Employee review rights)

(1) Replace the heading to clause 15 with "**Reviews**".

(2) In clause 15.1, replace "Part 6" with "Part 5".

(3) Replace clause 15.2 with:

15.2 For the purposes of a review under Part 5 of the Act,—

(a) the Corporation is to provide the reviewer under section 137 of the Act;

(b) the Accredited Employer is to be responsible for arguing the Corporation's interest in the review;

(c) the Accredited Employer is liable to pay the reasonable cost of conducting the review;

(d) the reasonable cost of conducting the review may be set out in the Accreditation Agreement; and

(e) for all other purposes, when the Corporation is referred to in Part 5, then, if the context permits, the Accredited Employer is to be treated as if it were the Corporation and is liable for the resulting expense as if it were the Corporation.

22 Clause 16 amended (Employer liability cap)

(1) Replace clause 16.3A with:

16.3A The election referred to in subclause 16.2 is to be contained in the Accreditation Agreement or, if not there, may be exercised by notice in writing to the Corporation—

(a) not less than 3 months before the commencement of the Cover Period to which it relates; or

(b) a shorter period agreed in the Accreditation Agreement.

16.3B The notice referred to in subclause 16.3A is irrevocable.

16.3C Despite subclause 16.3A, the Corporation may accept exercise of the election referred to in subclause 16.2 by notice in writing at a time outside the time periods specified in subclause 16.3A.

(2) Replace clause 16.4(b) with:

(b) the Risk covered is for the total of all statutory entitlements for which the Accredited Employer is liable arising from all work-related personal injuries of employees of the Accredited Employer in that Cover Period and—

(i) includes, if appropriate, liabilities arising under clause 10.1(b):

(ii) excludes case management expenses and expenses that would, in any event, be payable by an employer who is in the same situation but who is not an Accredited Employer (including the first week's compensation).

(3) Replace clause 16.5 with:

16.5 If, in respect of any Cover Period, an Accredited Employer will, or is likely to, exceed the Limit it must immediately notify the Corporation in writing of that together with full details of—

(a) claimants;

(b) payments made;

(c) payments anticipated to be made;

(d) the amount of earnings already paid in the Cover Period and the amount of earnings expected to be paid in the remainder of that Cover Period (being earnings that are used to calculate item B of the formula in subclause 16.4(a)); and

(e) any special circumstances giving rise to the Limit being, or being likely to be, exceeded.

16.5A In addition to the information referred to in subclause 16.5, the Accredited Employer must provide the Corporation with any further information that the Corporation requires.

(4) Revoke clause 16.8.

23 Clause 17 replaced (Incompatibility of private insurance)

Replace clause 17 with:

17 Incompatibility of private insurance

17.1 An Accredited Employer must not enter into any contract or arrangement which removes all or any part of the financial responsibility that the Accredited Employer has, to any of its employees who suffer a work-related personal injury during the Cover Period or to the Corporation, to meet the statutory entitlements of the employees and associated costs as provided for in the relevant Accreditation Agreement.

17.2 Nothing in subclause 17.1 prevents—

(a) an Accredited Employer from entering into an agreement with a provider of treatment or rehabilitation services (or both) for meeting the costs that the provider would otherwise charge to the claimant employee (as provided for in clauses 1 to 6 of Schedule 1 of the Act); or

(b) the requisite statutory entitlement being provided by another member of a group if an Accredited Employer is a member of that group.

24 Clause 18 amended (Delegations)

After clause 18.2, insert:

18.3 If an Accredited Employer proposes to utilise a different third party to provide claim and case management services, they must first obtain the consent of the Corporation and subclause 18.2(f) applies to the Corporation.

18.4 If an Accredited Employer proposes to stop utilising a third party to provide claim and case management services, they must first obtain the consent of the Corporation.

18.5 The Corporation must not unreasonably withhold its consent under subclause 18.3 or 18.4 if it is satisfied that the Accredited Employer itself has, or will have, the capacity to provide the claim and case management services required under the Accreditation Agreement.

25 Clause 19 replaced (Reporting and information)

Replace clause 19 with:

19 Reporting and information

19.1 Every Accredited Employer must regularly report to the Corporation on matters relating to the Accredited Employer's functions under this Framework and the Accreditation Agreement during the Cover Period and ensuing Claim Management Period.

19.2 The reports are—

(a) to be provided at the frequency specified in the Accreditation Agreement;

(b) to be in the form specified in the Accreditation Agreement; and

(c) to contain the information specified in the Accreditation Agreement.

19.3 Information created by the Accredited Employer for the purpose of managing a work-related personal injury claim made by an employee of that employer is the property of the Corporation and—

(a) the Corporation is entitled to access that information at all reasonable times; and

(b) if the employee has more than 1 employer, the Accredited Employer consents to the sharing of information with the other employer as the Corporation considers necessary to fulfil the obligations of the Corporation to the employee under the Act.

26 Clause 20 amended (Monitoring and audit framework)

(1) In clause 20.1, replace "active" with "ongoing".

(2) In clause 20.2, replace "active" with "ongoing" in each place.

(3) Replace clause 20.2(b) and (c) with:

(b) regular audits of individual Accredited Employer performance in relation to health and safety, claims management, and injury management (onsite when appropriate);

(c) regular meetings between the representative of the Corporation and the Accredited Employer (onsite when appropriate);

(4) In clause 20.2(d), replace "a claimant satisfaction survey to determine overall claimant" with "an employee experience survey to determine overall employee".

(5) Replace clause 20.3 with:

20.3 The following requirements apply to the ongoing monitoring and audit programme referred to in subclause 20.2:

(a) the Corporation must give representatives of the Accredited Employer, and representatives of employees of that Accredited Employer, an opportunity to be heard in relation to the audit before its completion;

(b) the Accreditation Agreement may specify the frequency, terms, and standards for audits; and

(c) the Corporation may—

(i) engage a third party to undertake an audit on its behalf; or

(ii) require the Accredited Employer that is being audited to provide and pay for the auditor who will report to the Corporation.

(6) In clause 20.4,—

(a) replace "communication forum" with "way"; and

(b) replace "the programme" with "the Accredited Employers Programme".

(7) Replace clause 20.5 with:

20.5 The Corporation must engage with Accredited Employers and their employees on an ongoing basis to facilitate employee and employer representative input and advice regarding the operation of the Accredited Employers Programme.

27 Clause 21 amended (Premium setting)

(1) Replace the heading to clause 21 with "**Levy setting**".

(2) In clause 21.1, delete "after 31 March 2001".

(3) Replace clause 21.2 with:

21.2 The Corporation must seek the views of Accredited Employers by giving notice of its proposals with supporting details to—

(a) the Accredited Employer reference group referred to in clause 20.4; and

(b) individual Accredited Employers by notice in writing, to the extent practical.

21.2A The notice must give the reference group and individual Accredited Employers at least 21 days to respond.

28 Clause 22 replaced (Payment to manager)

Replace clause 22 with:

22 Payment of liabilities

22.1 In this clause, **specified clause** means any of clauses 10.2, 10.3, 10.4, 13.4(b), 13.4(d), 13.4(e), 14.7, 15.2(c), and 23.1.

22.2 Any liability referred to under the specified clauses (*see* subclause 22.1) must be paid to the Corporation or another person entitled to the payment within 1 month after demand in writing is made by the Corporation or another person entitled to the payment.

22.3 Subclause 22.2 applies despite any dispute as to the assessment of the liability but without prejudice to the rights of the Accredited Employer or other person entitled to the payment in respect of the dispute.

22.4 Unless expressly otherwise stated in this Framework, demand may be made—

(a) by the Corporation by way of 1 or more of—

(i) a lump sum after assessment; or

(ii) as the expense is incurred; or

(iii) as an advance payment; or

(b) by another person entitled to the payment by 1 or both of—

(i) as the expense is incurred; or

(ii) as an advance payment.

22.5 Subclause 22.6 applies if an Accredited Employer has ceased to exist or fails or is unable to perform its obligations under an Accreditation Agreement or the Act.

22.6 For the purposes of section 187(3)(b) of the Act, the Corporation may make an actuarial assessment of the likely cost to the Corporation of performing the Accredited Employer's obligations under section 187(3)(a) of the Act, including under clause 10.4.

22.7 If the Corporation gives notice in writing to the Accredited Employer, or to any insolvency practitioner appointed to act in respect of the Accredited Employer, any amount determined under subclause 22.6 will be included in the debt due to the Corporation from the Accredited Employer under section 187(3)(b).

22.8 A certificate from the Corporation's auditors confirming or revising an amount determined under subclause 22.6 is conclusive evidence of the amount in the absence of manifest error.

22.9 For the purposes of subclause 22.7, **insolvency practitioner** has the meaning given to it in section 5(1) of the Insolvency Practitioners Regulation Act 2019.

29 Clause 23 amended (Cancellation or termination)

(1) Replace clause 23.1 with:

On cancellation or early termination of any Accreditation Agreement before the Claim Management Period has expired, the Accredited Employer is to be liable to the Corporation for—

(a) all unexpired obligations of the Accredited Employer under the Accreditation Agreement owed or due to employees who have suffered work-related personal injuries that have arisen or would have arisen but for the cancellation of the Accreditation Agreement; and

(b) an allowance for any further claims that may arise during any remainder of the Cover Period (had it continued).

(2) Replace clause 23.2 with:

23.2 The amount of the liability under subclause 23.1 is to be calculated by the Corporation using the same methodology as set out in clauses 10.2 and 10.3 but—

(a) taking into account the then known claimants together with provision for future possible claimants or reactivated claims;

(b) with full allowance for the risks the Corporation has been obliged to take over; and

(c) with full allowance for related administration costs, including under clause 10.4.

(3) Replace clause 23.2A with:

23.2A If subclause 23.1 applies, the amount payable under subclause 23.1(b) is in lieu of an additional levy for any remainder of the then Cover Period (had it continued). For that limited period, the Accredited Employer is not liable for the levy it would otherwise have had to pay if it was an employer outside the Accredited Employers Programme.

(4) Replace clause 23.3 with:

23.3 On the expiry of each Claim Management Period or the cancellation or termination for any reason of any Accreditation Agreement, any affected Accredited Employer must provide all information and any assistance and co-operation reasonably required by the Corporation to enable the Corporation to—

(a) promptly and efficiently take over the ongoing claims and case management of every employee of the Accredited Employer who has suffered a work-related personal injury during the Cover Period; and

(b) act in the interests of the employee and the Corporation in relation to the case management.

30 Clause 26 replaced (Amendments available at end of Cover Period)

Replace clause 26 with:

26 Amendments available at end of Cover Period

26.1 If an Accreditation Agreement for Partnership Discount or an Accreditation Agreement for Full Self Cover has at least 1 full Cover Period to run, the Accredited Employer under that Accreditation Agreement may, on giving the Corporation notice in writing, seek to—

(a) reduce the duration of the Accreditation Agreement by specifying the Cover Period (which may include the current Cover Period) at the close of which the Accreditation Agreement will terminate; or

(b) change from the existing plan to the other plan by specifying the Cover Period (which may include the current Cover Period) at the close of which the plan will change.

26.2 If an Accreditation Agreement for Partnership Discount or an Accreditation Agreement for Full Self Cover is in its final Cover Period, the Accredited Employer under that Accreditation Agreement may, on giving the Corporation notice in writing, seek to extend or renew the Accreditation Agreement for 1 or more Cover Periods.

26.3 For the purposes of subclause 26.2, the Corporation may, in its absolute discretion,—

(a) agree to extend or renew the Accreditation Agreement on the same terms;

(b) offer extension or renewal of the Accreditation Agreement on different terms to those requested by the Accredited Employer, including—

(i) the type of Accreditation Agreement; or

(ii) the length of Cover Periods; or

(iii) the length of the Claim Management Period; or

(c) decide not to extend or renew the Accreditation Agreement.

26.4 If the Accredited Employer accepts the Corporation's offer of extension or renewal of the Accreditation Agreement on the different terms set out in subclause 26.3(b)(i) or (iii), the extension or renewal will not affect any Cover Periods that have already begun or their related Claim Management Periods.

26.5 A notice under subclause 26.1 or 26.2 must be given 3 months before the start of the Cover Period for which the change is to take effect, unless a different time period is provided for in the Accreditation Agreement.

31 New clauses 27 to 29 inserted

After clause 26, insert:

27 Extension or renewal of Accreditation Agreement

27.1 The Corporation may, on application, grant an extension or a renewal of an Accreditation Agreement if it is satisfied, on the basis of performance data, that the Accredited Employer—

(a) meets the accreditation requirements in section 185(1)(a) to (h) of the Act;

(b) meets the tests in clause 11.3; and

(c) is able to comply with the requirements in the Accreditation Agreement.

27.2 The Corporation may develop and apply operational procedures for determining whether an Accredited Employer applying for an extension or a renewal meets the requirements and tests set out in subclause 27.1.

27.3 An Accredited Employer applying for an extension or a renewal of the Accreditation Agreement must provide the Corporation with any evidence that the Corporation requires to enable the Corporation to be satisfied that the Accredited Employer meets the requirements and tests set out in subclause 27.1.

27.4 The Corporation, in its absolute discretion, may require the Accredited Employer to provide further information about any aspect of the application.

27.5 An Accredited Employer must comply fully with the requirements under subclauses 27.3 and 27.4, including by disclosing all relevant details of the evidence and further information required by the Corporation.

27.6 The Corporation must promptly assess each application by an Accredited Employer to extend or renew an Accreditation Agreement (supported as required under subclauses 27.3 and 27.4 (as applicable)), according to its merits on the basis of section 185 of the Act and this Framework.

28 New or amended terms in Accreditation Agreements

28.1 Subclause 28.2 applies to an Accreditation Agreement that is 1 or more of the following:

(a) a new Accreditation Agreement:

(b) an extension of an existing Accreditation Agreement:

(c) a renewal of an existing Accreditation Agreement.

28.2 Despite clause 26.4, an Accreditation Agreement may include new or amended terms relating to requirements about claims management performance or monitoring and assessment of requirements for any of the Accredited Employer's Claim Management Periods if the Corporation considers that the new or amended terms will not significantly increase costs or risks for the Accredited Employer in relation to employee injuries that arose during past Cover Periods.

29 Employer ceasing to be an Accredited Employer

If an employer ceases to be an Accredited Employer as a result of reducing the duration of the Accreditation Agreement under clause 26.1(a), that employer may not become an Accredited Employer again unless,—

(a) before 2 years have elapsed since the date on which the employer ceased to be an Accredited Employer, the Corporation agrees to the employer becoming an Accredited Employer again; or

(b) 2 years have elapsed since the date on which the employer ceased to be an Accredited Employer.

Consequential amendments

32 Consequential amendments

Amend the Framework for the Accredited Employers Programme as set out in Schedule 2.

Schedule 1
Transitional, savings, and related provisions

cl 4

Part 1
Provisions relating to the Framework for the Accredited Employers Programme Amendment 2024 as made

1 Accreditation Agreement entered into before commencement of Framework for the Accredited Employers Programme Amendment 2024

The Framework for the Accredited Employers Programme continues to apply to an Accreditation Agreement entered into before the commencement of the Framework for the Accredited Employers Programme Amendment 2024 (the **framework amendment**).

2 Accreditation Agreement entered into, extended, or renewed after commencement of framework amendment

The Framework for the Accredited Employers Programme as amended by the framework amendment applies to—

(a) an Accreditation Agreement that is entered into after the framework amendment comes into force; and

(b) an existing Accreditation Agreement that is extended or renewed after the framework amendment comes into force.

Schedule 2
Consequential amendments

cl 32

Part 1
Replacing references to "Contract" with "Accreditation Agreement"

In clause 3.1, definition of **Accreditation Agreement**, replace "a Contract for" with "an Accreditation Agreement for" in each place.

In clause 3.1, definition of **Accredited Employer**, replace "a contract" with "an Accreditation Agreement".

In clause 3.1, definitions of **Full Self Cover Plan** and **Partnership Discount Plan**, replace "**Contract**" with "**Accreditation Agreement**".

In clause 4.2, 4.4, 4.6, and 4.8, replace "Contract" with "Accreditation Agreement" in each place.

In clause 6.1, replace "Contract" with "Accreditation Agreement".

In clause 7.2, 7.6, and 7.8, replace "Contract" with "Accreditation Agreement" in each place.

In clause 9.1, replace "Contract" with "Accreditation Agreement".

In clause 10A.2, replace "a Contract" with "an Accreditation Agreement".

In clause 11.1, replace "a Contract" with "an Accreditation Agreement" in each place.

Part 2
Replacing references to "Manager" with "Corporation"

In clause 3.1, definitions of **Accreditation Agreement**, **Accredited Employer**, **Full Self Cover Plan**, and **Partnership Discount Plan**, replace "Manager" with "Corporation".

In clause 4.4 and 4.7(a), replace "Manager" with "Corporation".

In clause 6.2, 6.5, 6.6, 6.7, and 6.7A, replace "Manager" with "Corporation" in each place.

In clause 7.7(a), replace "Manager" with "Corporation".

In clause 9.2, 9.3, and 9.5, replace "Manager" with "Corporation" in each place.

In clause 10.2, 10.3, and 10.6, replace "Manager" with "Corporation" in each place.

In clause 10A.2, 10A.3(c), and 10A.4, replace "Manager" with "Corporation".

In clause 11.4, 11.5, 11.6, 11.7, and 11.8, replace "Manager" with "Corporation" in each place.

In clause 14.2, replace "Manager" with "Corporation" in each place.

In clause 16.1(b), 16.4(a), and 16.7, replace "Manager" with "Corporation" in each place.

In clause 18.2, replace "Manager" with "Corporation" in each place.

In clause 20.1, 20.2, and 20.4, replace "Manager" with "Corporation" in each place.

In clause 21.1 and 21.3, replace "Manager" with "Corporation".

In clause 24, replace "Manager" with "Corporation".

Part 3
Replacing references to "premium" and "premiums" with "levy" and "levies"

In clause 2.2(b), replace "premiums" with "levies" in each place.

In clause 4.8, replace "premium" with "levy".

In clause 6.1, 6.2, 6.5, and 6.7A, replace "premium" with "levy" in each place.

In clause 6.7, replace "premiums" with "levies".

In clause 7.8, replace "premium" with "levy".

In clause 9.1, 9.2, 9.3, and 9.5, replace "premium" with "levy" in each place.

In clause 16.4(a), replace "premium" with "levy" in each place.

In clause 21.1, replace "premiums" with "levies".

In clause 21.1, 21.3, and 21.4, replace "premium" with "levy".

Dated at Wellington this 19th day of March 2024.

Hon M M Doocey,
Minister for ACC

Explanatory note

This note is not part of the framework amendment but is intended to indicate its general effect.

This framework amendment, which comes into force on 1 April 2025, amends the Framework for the Accredited Employers Programme (the **principal framework**).

The principal framework was made under the (now repealed) Accident Insurance Act 1998 (the **1998 Act**) and has not undergone any substantive changes since 2001. The principal framework is now made under the Accident Compensation Act 2001 (the **Act**). The framework amendment is intended to modernise the principal framework,

including by updating references to the 1998 Act with the equivalent provisions in the Act.

The amendments include—

- modifying the principal framework to simplify and clarify the requirements for, and obligations on, an employer who is seeking to join, or who is currently part of, the Accredited Employers Programme (an **Accredited Employer**):
- clarifying the basis on which the contract between the Accident Compensation Corporation (**ACC**) and the relevant Accredited Employer (**Accreditation Agreement**) can be extended or renewed by ACC, including reliance by ACC on information collected by it about the relevant Accredited Employer's performance in the Accredited Employers Programme:
- updating the eligibility requirements for participation in the Accredited Employers Programme:
- adding to the types of claims that ACC is able to self-manage instead of the Accredited Employer including, for example, serious ongoing claims:
- requiring an Accredited Employer to obtain ACC's consent before it uses a different third party to provide claim and case management services (or before it stops a utilisation):
- updating ACC's monitoring and audit programme of Accredited Employers:
- modifying the procedure for the payment of liabilities by an Accredited Employer:
- clarifying the procedure for amending an Accreditation Agreement.

Regulatory impact statement

The Ministry of Business, Innovation, and Employment produced a regulatory impact statement on 17 February 2023 to help inform the decisions taken by the Government relating to the contents of this instrument.

A copy of this regulatory impact statement can be found at—

- https://www.mbie.govt.nz/dmsdocument/27964-regulatory-impact-statement-for-proposed-changes-to-acc-accredited-employers-programme-pdf
- https://treasury.govt.nz/publications/informationreleases/ris

Issued under the authority of the Legislation Act 2019.
Date of notification in *Gazette*: 22 March 2024.
This framework amendment is administered by the Ministry for Business, Innovation, and Employment.

Wellington, New Zealand:
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