Submission No 22

INQUIRY INTO 2023 REVIEW OF THE WORKERS COMPENSATION SCHEME

Name: Supplementary submission - Miss Leah Redman

Date Received: 12 September 2023

Partially Confidential

Dear all,

Please find attached the supplementary information to be added to my previous submission.
As before, I give the committee permission to distribute as necessary, and to publish reformatted and redacted versions, at its discretion.

2023 09 11_Update to be added to initial 2022 submission by Leah Redman.pdf (168K)
2015 10 26_Injury File Note for Ensafe Report_Submitted By Acting Mgr JH.pdf (83K)
2017 05 15_TfNSW Injury Mgt Policy 2017.pdf (11,355K)
2023 06 23_One Page for SIRA Points.pdf (178K)

Furthermore, I am happy to be contacted to discuss any aspect of this submission, or provide additional supporting documentation.

Kind regards,

Leah Redman

ADDITIONAL INFORMATION TO BE ADDED TO LEAH REDMAN'S PREVIOUS SUBMISSION.

INTRODUCTION

There needs to be greater protection for NSW public servants too injured to argue their case at the Fair Work commission. In my initial submission, I provided an excerpt of the email correspondence between myself and QBE, that had been supplied to SIRA via LinkedIn, which included screen shots of the guidewire software QBE were using to mismanage my workplace injury.

1 in 10 employees in NSW work for the NSW state government. State government employees are held to a higher standard in their employment, as illustrated and demonstrated by ICAC. That's 1 in 10 employees left in free fall by a safety net that does not exist, a safety net built on an insurance phantasm, that allows statutory officers, who in their employment, act as the guardians of every citizen's personal information and the stewards of public money, to be subject to the worst kind of betrayal.

The fact is that QBE was deemed unsuitable for the delivery of workers compensation claims management services by the nominal insurer in April 2017. Other states, such as SA, recognised and sought to close the loophole that QBE could manipulate in NSW, vacillating between TMF scheme management and a provider in the self-insurer scheme to continue to provide mismanaged services to that state's public servants. In NSW, public servants are equated with the state's major assets, but treated like property. QBE has used me as a guinea pig to test their AI integration with claims management, forcing me to fall into every crack, then closing those gaps behind me without redress.

iCare has allowed QBE to record my injury as 'felt stressed at a meeting', when in reality, I had raised a number of concerns regarding the activity of senior transport executives in relation to the inappropriate handling of employee and NSW citizens personal data as a byproduct of the sNSW transition, had identified that my employment information had been repeatedly altered without the requisite advice or my consent, that I had been underpaid wage, super and leave entitlement accruals for years, and had demonstrated that the TfNSW HR & Procurement system known as TransEquip had deep flaws and systemic issues that would later be exploited by persons before ICAC.

It is difficult to describe the psychological impact of being responsible for having personally provided the sensitive and personal data of NSW citizens under licence to QBE, during and beyond the time that my workplace injury was deemed to have occurred, then having not just my statutory employer but that same insurer, mischaracterise my pre-injury employment in such a prolonged and egregious manner.

BACKGROUND

My employer abused the WC system to hide its failure to appropriately manage workplace injury, to limit and deny my fair work entitlements, to create and operate a detrimental individual workplace agreement in place of an RMS award and to sidestep the application of the FWC BOOT – (Better off overall test).

My workplace injury was borne of successively mismanaged reforms that overloaded me with work and responsibility far outside the initial role description, and repeatedly altered the basis of my employment resulting in an underpayment of my award pay, leave, and superannuation entitlements. It was through my efforts to resolve these issues that I became injured, and later

incapacitated for work. Following the deemed date of injury, I was directed to follow the medical advice for treatment in late 2015. My employer did not provide advice of my injury to their insurer instead electing to hide/delete records of the occurrence. In June 2016, when I requested re-imbursement for out-of-pocket treatment expenses totalling less than $1,400, I was directed by my manager to lodge a workers compensation claim. This claim was summarily rejected by QBE. QBE sited s74 (not enough information) and s11A (Reasonable action) as their defence, sparking a Verifact investigation costing over $4k and a psychiatric assessment costing almost $2k. I was medically unable to return to work, unable to seek federal government financial assistance, and forced to survive without pay for months until I could secure a date for review at the commission on 3rd of April 2017. I was being mismanaged by both QBE under the TMF insurance, and by Transport Shared Services under their Self-Insured scheme, but supported by neither.

At the WC commission, my employer encouraged me to withdraw the ARD from review and accept consent orders for outstanding medical treatment costs and a weekly amount for the period at less than 70% of my pre-injury salary until I could be returned to work. Afterwards, CEO Ken Kanofski created **the policy that applied to nobody. See attached**. The consent order arrangement fell outside of my employment award and the workers compensation regime. In May 2017, payment to these consent orders were treated as a settlement, and my employer clawed back deductions of over $30k, leaving me even further out-of-pocket.

Despite having withdrawn the ARD from review by the commission, QBE was allowed to retrofit my settlement into a WC claim, to act as a block to my return to work (RTW) pathway, and to limit a consent ordered settlement to a maximum five years, as proscribed by the WC 2012 changes. This allowed my pre-injury employer to fail to meet any of its RTW obligations whilst I had recovered partial work capacity and for Transport Shared Services to ultimately invade employer/insurer involved RTW medical case conferences in late 2017 to table reform related IR issues and to progress a retrenchment agenda, outside the purpose of the RTW objective, forcing me to again lose all recovered work capacity.

Internal investigations revealed that records of the injury where I lost consciousness twice **had been 'misplaced'**, and that I **did not have pending performance action** to support the 11A defence. I was dismissed via email from my pre-injury employer in 2018, and within a month, an AMA appointed psychiatrist judged that I had been "Rendered Unemployable", at which point QBE began to make payment to the consent orders. My pre-injury employer, with whom I had the consent orders for financial support, then ceased to exist in 2019.

QBE has refused to supply any notice that a claim has ever been accepted. QBE has repeatedly refused to supply authorisation for referred medical treatment, electing to spend iCare budget on multiple doctor shopping medical assessments, instead of providing treatment. During the statewide lockdown of 2021, QBE ceased payment to the consent orders, leaving me without financial support again, until I could secure the federal Disability Support Pension in April 2022.

As at the 7th of September 2023, QBE has formally exited me from the WC system, under section 59A. QBE issued formal notices on iCare letterhead via email that included the same inaccurate pre-injury employment and medical diagnosis information held in their Guidewire system. On this occasion, QBE elected to issue this notice as a provider of claims management services to the Self Insurer scheme as opposed to previous notices where QBE was masquerading as the claims agent for the TMF scheme. In this notice issued in 2023, QBE repeated inaccurate information held in Guidewire, and referenced 'WIRO' despite the organisation becoming IRO years earlier, at the inception of the personal injury commission which replaced the WC Commission.

CONCLUSION

My injury in 2015 coincided with great change to the operation of the WC system and I have been used as a guinea pig to close the gaps there too. My pre-injury employer psychologically profiled me during future leadership training in 2011, but used this information after 2015, for this purpose.

The WC Commission, WIRO, QBE and my employer were aware of the rapid rise of psychological claims against my employer, at the time my injury was being covered up. On and 2015 certificates of determination were lodged relating to two other employees, also within the **Safety and Compliance division**. On 26 Oct 2015 the lodgement of my injury within which noted that I had twice lost consciousness at work and had incurred physical injuries from these falls, should have triggered a Workcover investigation – but the insurer was not informed, and the new entity known as Safe Work did not act. Instead iCare awarded a $800k contract to to assist with TfNSW's coverup, as per RMS' Financial Report that year.

The past seven years of playing the guinea pig for QBE and the WC system, have been absolute torture. I have had no control over my finances, or autonomy over my medical treatment. I have countless documents to support that I was not being paid financial support correctly or on time. Never before my injury had I been forced to experience homelessness, but since this injury, I have found myself in that situation four times, requiring that I pay for prolonged periods of temporary accomodation out of my remaining superannuation. I have had to pay for what treatment I could afford, out-of-pocket.

Aware that I had been forced to cover my own treatment expenses, QBE advised that I was required to submit all treatment receipts for the last seven years for reimbursement by 7th of September 2023. As I have no capacity for work, and had repeatedly experienced homelessness in this period, I had no chance of completing this task and remain out-of-pocket.

This question should be asked – **Why would a claims agent allow an injured worker to pay for their own treatment for seven years?** An active claims manager should have been reimbursing these necessary treatment expenses as they were incurred - as a byproduct of their participation in the injury management plan (IMP). Instead, QBE's failure to do so was seen as a cost saving. Therefore, any funds QBE has accepted in the management of my injury should fall under the banner of 'fees for no service'.

Through no fault of my own, I am now relegated to a future of abject poverty. I am financially reliant on the federal disability support pension, and I am unable to better my situation with any kind of work because I have been judged by the state as 'unemployable'. **What was once a successful life of purpose pre-injury**, is now a career-less, hopeless financial mess, that I must now navigate without assistance whilst plagued with diagnosed Anxiety, Depression and Panic conditions.

I loved my job. All I wanted to do was return to work, but the psycho-social environment that awaited me at work was so toxic that I could not be medically cleared to return. Before I became injured at work in the employment of the NSW government, I was considered highly employable with sought after skills accumulated from years of private sector success. Once employed by the public service, I demonstrated capabilities that enabled tangible improvements to the efficient delivery of government services, winning myself placement in the Tops Steps Leadership program.

Now I am unemployed, and I have a 2018 AMA ruling that has deemed me as 'unemployable'.