

**Compliance Agreement**

Between

Victorian Equal Opportunity and Human Rights Commission

and

nib Travel Pty Ltd

## Parties

**Name** Victorian Equal Opportunity and Human Rights Commission (**Commission**)

**ABN** 23 158 288 152

**Address**

**Telephone**

**Email**

**Contact** Prue Elletson, Acting Head of Legal and Dispute Resolution

**Name** nib Travel Pty Ltd (WNG)

**ABN** 48 132 902 713

**Address** Governor Macquarie Tower, Level 18, 1 Farrer Place, Sydney NSW 2000

**Telephone**

**Email**

**Contact**

## Operative Provisions:

### 1 Preamble

- 1.1 In 2017, the Commission announced it had commenced an investigation under section 127 of the *Equal Opportunity Act 2010* (Vic) (**Equal Opportunity Act**) into potential unlawful discrimination in the travel insurance industry.
- 1.2 WNG was a party to that Investigation.
- 1.3 The Commission made findings regarding WNG's conduct and made recommendations to WNG to improve compliance under the Equal Opportunity Act. The findings and recommendations regarding WNG are set out in an Outcome Notice to WNG dated 28 May 2019.
- 1.4 By letter of 4 January 2019, the Commission proposed to WNG that WNG enter into an agreement with the Commission regarding the removal of terms, which the Commission considered to be discriminatory, from its insurance products.
- 1.5 By letter of 4 February 2019, WNG stated it agreed in-principle with the Commission's proposal that it enter into an agreement with the Commission concerning the expedited removal of the relevant exclusions from all WNG products.
- 1.6 WNG has of its own volition undertaken and completed a review of its relevant products and by 11 April 2019, WNG had removed relevant exclusions from its then existing products offered by WNG.
- 1.7 A review and the removal of relevant exclusions from products currently offered by WNG is ongoing and will be conducted and completed in accordance with this

agreement.

- 1.8 On 14 June 2019, the Commission and WNG agreed to enter into a Compliance Agreement as an opportunity to proactively support compliance with the Equal Opportunity Act.
- 1.9 The Parties agree as follows

## 2 Acknowledgements

- 2.1 The Commission acknowledges that WNG has been transparent and constructive in its dealings with the Commission and has engaged and cooperated with the Commission and the Investigation process.
- 2.2 WNG acknowledges that:
  - 2.2.1 It is obliged under section 15 of the Equal Opportunity Act take reasonable and proportionate measures to eliminate discrimination, sexual harassment or victimisation as far as possible.
  - 2.2.2 There are opportunities for continuous improvement in relation to WNG's compliance with the Equal Opportunity Act.
  - 2.2.3 The promises in this Compliance Agreement are reasonable in the circumstances.
  - 2.2.4 The Commission may make this Compliance Agreement publicly available, including by posting it to [humanrightscommission.vic.gov.au](http://humanrightscommission.vic.gov.au) and by referring publicly to this Compliance Deed.

## 3 Agreement

- 3.1 This Compliance Agreement is made pursuant to s 139(2)(b) of the *Equal Opportunity Act 2010* (Vic).
- 3.2 On a without prejudice, and on a non-admissions basis, WNG will by 20 August 2019:
  - 3.2.1. remove from its travel insurance policies, terms which contain blanket exclusions for any claim arising from a mental health condition; or alternatively,
  - 3.2.2. cease offering or selling travel insurance policies which contain blanket exclusions for any claim arising from a mental health condition.
- 3.3 On a without prejudice, and on a non-admissions basis, WNG will by 30 August 2019 provide the Commission with documents evidencing its performance of clause 3.2, including updated product disclosure statements confirming changes made to policies.

## 4 Enforceability

- 4.1 Any party to this Compliance Agreement may register it with the Victorian Civil and Administrative Tribunal (**Tribunal**) pursuant to section 140 of the Equal Opportunity Act.
- 4.2 Upon registration, the Compliance Agreement will, pursuant to section 140(4) of the Equal Opportunity Act, be taken to be an order of the Tribunal in accordance with its terms and may be enforced accordingly.

## 5 Timing

- 5.1 This Compliance Agreement comes into effect when both WNG and the Commission have executed this Compliance Agreement.
- 5.2 This Compliance Agreement will expire at the end of 12 months after the commencement

of this Compliance Agreement, unless terminated earlier in accordance with its terms.

## **6 Termination**

6.1 Without prejudice to any action the Commission may take, the Commission may by notice in writing terminate this Compliance Agreement, if WNG commits, in the opinion of the Commission, a serious breach or non-observance of terms of this Compliance Agreement.

6.2 No less than 28 days before serving a notice of termination pursuant to clause 6.1, the Commission will first serve a notice on WNG identifying its concerns in relation to any serious breach or non-observance of the terms of the Compliance Agreement, so as to enable WNG to address and remediate the stated concerns prior to service of the notice of termination.

6.2 The promises in Clause 2 survive termination of this Compliance Agreement.

## **7 Governing Law**

7.1 This Agreement is governed by the law of the State of Victoria, Australia.

## **8 Counterparts**

8.1 This Compliance Agreement may be executed in any number of counterparts. All counterparts taken together will be taken to constitute one instrument.

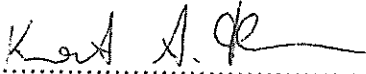
Executed as a DEED.

SIGNED SEALED and DELIVERED

Signed on behalf of the Victorian Equal Opportunity and Human Rights Commission

By

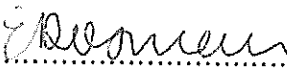
Kristen Hilton  
.....  
(Printed Name)

  
.....  
(Signature)

Commissioner  
.....  
(Title)

5/7/19  
.....  
(Date)

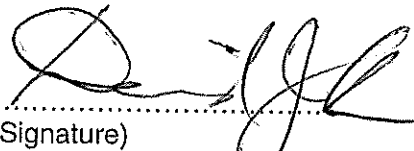
In the presence of:

  
.....  
(Witness)

Signed on behalf of nib Travel Pty Ltd

By


DAVID KAN  
.....  
(Printed Name)

  
.....  
(Signature)

Group Exec International  
.....  
(Title) & New Business

16/07/19  
.....  
(Date)

In the presence of:

  
.....  
(Witness)

