

Australian Capital Territory Employer Indemnity Policy

Australian Capital Territory

WHEREAS by virtue of the Workers' Compensation Act 1951 of the Australian Capital Territory (hereinafter called "the ACT") it is provided that every Employer (hereafter called "the Employer") shall obtain from an insurer approved under the Act, a policy of insurance for an unlimited amount in respect of any liability of the Employer that may arise

- (a) under the Act; and
- (b) independently of the Act;

in respect of any injury to, or death of, and of the Employer's employees, and shall maintain such Policy in force and whereas the Employer named in the Schedule attached hereto (hereinafter called the "Schedule") of the address and carrying on the business described therein, and no other for the purpose of this Policy, in the Australian Capital Territory, and has made to QBE INSURANCE (AUSTRALIA) LIMITED (A.B.N. 78 003 191 035) an Insurer approved under the Act (hereinafter called "the insurer") a written Proposal and Declaration, dated as set out in the Schedule containing certain particulars and statements which it is hereby agreed shall be the basis of this contract and be considered as incorporated herein;

NOW THIS POLICY WITNESSETH that in consideration of the payment by the Employer to the insurer of the Premium shown in the Schedule (which Premium is subject to adjustment as hereinafter provided) for the initial Period of Indemnity stated therein. If during the said initial Period or thereafter to four o'clock in the afternoon of the last day of any subsequent period in respect of which the Premium shall have been paid to and accepted by the insurer, the Employer shall be liable to pay compensation under the Act to or in respect of any person who is deemed by the Act to be a worker of such Employer or to pay any other amount in respect of the Employer's liability independently of the Act for any injury to such a person, then and in every such case, the insurer will indemnify the Employer against all such sums for which the Employer shall be so liable; the insurer will also pay all costs and expenses incurred with

the written consent of the insurer in connection with the defence of any legal proceeding in which such liability is alleged. PROVIDED that this Policy shall not extend to any business or occupation other than that described in the Schedule herein, unless and until particulars thereof shall have been supplied to and accepted by the insurer and the acceptance of such extension endorsed hereon by the insurer. AND it is hereby further agreed that the above indemnity is made subject to the due and proper observance and fulfilment by the Employer of the conditions hereunder. AND the insurer shall be (a) directly liable to any worker, and in the event of the worker's death to his or her dependants, to pay the compensation for which the Employer is liable and in respect of which the Employer is indemnified under this Policy, and (b) bound by and subject to any order, decision or award made against the Employer's liability and independently of the Act and in respect of which the Employer is indemnified under this Policy. PROVIDED lastly that this Policy shall be subject to the Act and the Rules and Regulations made thereunder, as in force from time to time, all of which shall be deemed to be incorporated in and form part of this Policy.

Conditions

Notices

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the office of the insurer from which the Policy has been issued.

Claims

2. The Employer shall give notice to the insurer of any personal injury by accident or disease sustained or suffered by a worker as soon as practicable after information as to the happening of such, or of any incapacity arising therefrom, comes to the knowledge of the Employer, or of the Employer's representative for the time being, and shall forward to the insurer forthwith after receipt thereof every written notice of claim or proceedings, and all information as to any verbal notice of claim or proceedings.



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Employer Not To Make Admissions

3. The Employer shall not, without written authority of the insurer, incur any expense of litigation, or make any payment, settlement, or admission of liability in respect of any injury to or claim made by any worker.

Defence Of Proceedings

4. The insurer shall in respect anything indemnified under this Policy, including the bringing, defending, enforcing or settling of legal proceedings for the benefit of the Insurer, be entitled to use the name of the Employer. The Employer shall give all necessary information and assistance and forward all documentation to enable the insurer to settle or resist any claim as the Insurer may think fit.

Subrogation

5. The insurer shall be entitled to use the name of the Employer in any proceedings to enforce, for the benefit of the insurer, any order made for costs or otherwise, and shall have the right of subrogation, in respect of all right which the Employer may have against any person or persons who may be responsible to the Employer or otherwise in respect of any claim for any accident or disease covered by this Policy, the purpose of vesting such rights in the insurer.

Precautions

6. The Employer shall take all reasonable precautions to prevent injuries or disease.

Injury

7. So far as reasonably practical no alteration or repair shall, without the consent of the Insurer, be made in ways, works, machinery or plant after any injury to a worker shall have occurred in connection herewith until the Insurer shall have had an opportunity of examining the same.

Inspection

8. The Insurer shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery and appliances used in the Employer's business.

Premium

9. The first and every subsequent premium that may be accepted shall be regulated by the amount of wages, salaries and all other forms or remuneration paid or allowed to workers during each period of indemnity.

Wages Book Must Be Kept

10. The name and earnings of every worker employed by the Employer shall be entered regularly in a proper Wages Book, so that a record may exist of such workers as are entitled to call upon the Employer for compensation.

Wages Inspection

11. The Employer shall at all times allow any officer duly authorised by the Insurer to inspect the Wages Book.

Assignment

12. No assignment of interest under this Policy shall bind the Insurer unless the written consent of the Insurer is endorsed hereon.

Cancellation Of Policy

13. The policy may only be cancelled in accordance with a protocol approved by the Minister

Employer Obligations

14. **Section 155 – Information for insurers on application or renewal of policies**

the Employer must give the insurer, with an application for renewal or issue of a policy a statement in relation to the proposed insurance period stating the Employer's estimate for the propose insurance period.

Employers estimate means:

- (a) the number of territory workers in each determined category to be employed by the Employer in the period;
- (b) the total wages to be paid to territory workers in each determined category in the period;
- (c) the number of paid and unpaid workers who will work for the employer in the period;
- (d) the approximate amount of time each paid and unpaid worker will work for the employer in the period.

15. **Section 156 – Information for insurers after renewal of policies**

The Employer must give the insurer within 30 days after the day the policy is renewed a statement of the total wages paid by the Employer to territory workers in the period from the day the policy was issued or last renewed to the day before the latest renewal.

16. **Section 157– Information for insurers after end or cancellation of policies**

Within 30 days after a policy ends or is cancelled, the Employer must give the insurer a statement of the total wages paid by the Employer to territory workers in the period during which the policy was in force from the day it was issued or last renewed.

17. **Section 158 – Information for new insurers after change of insurers**

Within 30 days after the current policy is issued, the Employer must give the current insurer a copy a statement mentioned in Section 157 in relation to the period from the day the previous policy was issued or last renewed to the day before the current policy was issued.

18. **Section 159 – Six monthly information for insurers**

If an Employer has a compulsory insurance policy for a period greater than six months the Employer must within 30 days after the end of each reporting period give the insurer a statement setting out:

- (a) the number of territory workers in each determined category to be employed by the Employer in the reporting period;
- (b) the total wages to be paid to territory workers in each determined category in the reporting period;
- (c) the number of paid and unpaid workers who will work for the Employer in the reporting period;
- (d) the approximate amount of time each paid and unpaid worker will work for the Employer in the reporting period.

In this section reporting period, in relation to a compulsory insurance policy means each of the following:

- (a) the period (the 1st period) of 6 months beginning on the 1st day of the policy
- (b) each successive period (a successive period) of 6 months following the 1st period during which the policy is in force, other than a successive period that ends when the policy ends.

Result Of Under-Reporting Of Wages

19. Should the stated amount of wages told by the Employer to obtain insurance be exceeded by more than 10%, the Employer must pay the insurer an amount equivalent to double the difference between the premium the Employer paid and the premium the Employer should have paid if the Employer had told the insurer the true amount of wages the Employer was paying.

Compliance With Act By Employer

20. The Employer must comply with Chapter 5 Injury Management and Chapter 126 Action in Relation to Claims.

No Waiver Of Conditions

21. No condition or provision of this Policy shall be waived or altered unless the consent of the insurer be previously obtained and signified by endorsement hereon, nor shall notice to any agent, nor shall knowledge possessed by an agent, or by any person be held to effect a waiver or alteration in this contract or any part of it.

GST Liability On Claim Payments

22. Where the insurer indemnifies the Employer under this Policy and the Employer is liable to pay tax under the A New Tax System (Goods and Services Tax) Act 1999 in relation to that indemnity payment, the insurer will cover the Employer for the cost of that tax.

Insurer To Notify Renewal

23. The insurer will notify the Employer that the policy will end at least 30 days before the policy is to end.



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