Tasmania
Employer Indemnity Policy

WHEREAS the Employer named in the Schedule (hereinafter called "the Employer") is carrying on the business stated therein and employs workers in the occupations stated therein and has made to QBE INSURANCE (AUSTRALIA) LIMITED (ACN 003191035), a licensed insurer (herein after called "the Company") a Proposal 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 WITNESSES that in consideration of the payment to the Company of the Premium shown in the Schedule (which Premium is subject to adjustment as hereafter provided)

IF, during the Period of Insurance stated in the Schedule or any subsequent period for which the Premium shall have been paid to and accepted by the Company, in any employment by the Employer.

(a) a worker suffers an injury, not being a disease, arising out of or in the course of his employment; or

(b) a worker suffers an injury, which is a disease, arising out of or in the course of his employment and to which his employment contributed to a substantial degree;

AND the Employer is, except as is otherwise provided by the Workers Rehabilitation and Compensation Act 1988 (hereinafter called "the Act"), liable to pay compensation in accordance with the Act, or to pay any sum independently of the Act in respect of an, injury suffered by a worker employed by him and in respect of which the Employer is liable under Section 25 of the Act to pay compensation, or if any worker employed by the Employer is liable to pay any sum in respect of an injury suffered by a worker employed by the Employer for which injury the Employer is liable under Section 25 of the Act to pay compensation;

THEN, in every such case the Company will indemnify the Employer and each worker employed by him against all such sums for which the Employer and every worker shall be so liable; the Company will also pay all costs and expenses incurred with the written consent of the Company in connection with the defence of any legal proceedings which such liability is alleged, PROVIDED ALWAYS THAT the indemnity granted by this Policy is subject to the due observance and fulfilment of the Conditions of this Policy and any Memorandum endorsed hereon or attached hereto which Conditions and Memoranda are to be read as part of this Policy and shall be Conditions precedent to any liability of the Company under this Policy.

PROVIDED FURTHER THAT this Policy shall be subject to the Act and any Rules and Regulations made thereunder, all of which shall be deemed to be incorporated in and form part of this Policy.

Conditions

Nature of risk

1. Notice in writing shall be given to the Company as soon as possible of every change materially altering the business or occupation of the Employer or his workers or affecting the nature or extent of the risk hereby insured.

Additional premium

2. Should any change materially altering the business or occupation of the Employer or his workers or affecting the nature or extent of the risk hereby insured occur during the Period of Insurance granted by this Policy or any renewal thereof or should the cover for which insurance is required by the Workers Compensation Act 1988 or any amendment thereto be altered during such period or renewal then in any or all such cases the Employer shall pay to the Company such further or additional Premium as the Company shall impose for the balance of such Period of Insurance or renewal and such further or additional Premium shall be subject to adjustment under the succeeding provisions of these Conditions as if it had been originally imposed.

Notices

3. Every notice or communication to be given or made under this Policy shall be delivered in writing at the office of the Company from which the Policy was issued and shall whenever appropriate comply with the requirements of the Act.

POLICY

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Notice of claim

4. The Employer shall give notice to the Company in the manner above set forth of any injury to a worker or claim for compensation 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 any representative of the Employer for the time being and shall forward to the Company forthwith every written or verbal notice of claim and all proceedings or information relating to such injury or claim, and in the case where the claim is for compensation under the Act, no later than the period stated in Section 36 of the Act.

Employer not to make admissions

5. The Employer shall not incur any expense, litigation or otherwise, or make any payment settlement or admission of liability in respect of any injury or claim for which the Company may be liable under this Policy without the written authority of the Company. This Condition does not apply to the Employer's obligation to pay weekly payments under Section 81 of the Act, provided that the Employer has complied with Condition 4 above.

Subrogation

6. The Company shall be entitled to use the name of the Employer and any worker of the Employer in respect of anything indemnified under this Policy including the bringing, defending, enforcing or settling of legal proceedings for the benefit of the Company; The Employer and any worker shall give all necessary information and assistance and forward all documents to enable the Company to settle or resist any claim as the Company may think fit. The Company shall be entitled to use the name of the Employer and any worker in any proceedings to enforce for the benefit of the Company any order made for costs or otherwise and shall have the right of subrogation in respect of all rights which the Employer and any worker may have against any person or persons who may be responsible to the Employer or otherwise in respect of any claim covered by this Policy and the Employer and any worker shall as and when required, execute any necessary documents for the purpose of vesting such rights in the Company.

Safety and rehabilitation

7. The Employer shall take all reasonable precautions to prevent injuries and shall comply with all statutory obligations. The Company shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery and appliances used in the Employer's business. The Employer will co-operate with the Company in devising and implementing any reasonable rehabilitation program for and on behalf of the Employer's workers.

Alterations and repair

8. As far as reasonably practicable and subject to any lawful order made under any statute, no alteration or repair shall, without the consent of the Company, be made in any ways, works, machinery or plant after any accident has occurred in connection therewith until the Company has been notified and had an opportunity of examining the same.

Premium

9. Subject to the Act, the first and every subsequent Premium that may be accepted shall be regulated by the amount of wages, salaries and all other forms of remuneration paid or allowed and/or the number of workers engaged in each class of employment during each Period of Insurance. Wages salaries, means wages, salaries," bonuses, commissions, holiday pay, all payments for sick leave and long service leave, value of board and lodging and all other forms of remuneration paid.

Employment records

10. A record of the name, class of employment and earnings of every worker shall be kept by the Employer and the Employer shall at all times allow the Company or any officer duly authorised by the Company to inspect such records.

Earnings record

11. The Employer shall supply the Company with a correct classified account of all wages, salaries and other forms of remuneration paid or allowed and the number of workers engaged during any Period of Insurance within 21 days of the expiry of such Period of Insurance and at such other time or times during any Period of Insurance that the Employer may in writing nominate and if the amount so paid or the number of workers engaged in each classification shall differ from that on which the Premium and any further or additional Premium has been paid, the difference in Premiums shall be met by a further payment to or a refund by the Company as the case may be provided that the amount to be retained by the Company shall in no case be less than such minimum Premium as may be prescribed.

Sub-contracting

12. The Employer shall immediately notify the Company in the event of his letting any contract during the Period of Insurance and shall give the Company all such particulars of such contract as the Company may require and shall pay to the Company forthwith on demand, the Premium required to cover his liability with respect thereto.

Double insurance

13. If at any time during the currency of this Policy or any renewal thereof there be any other insurance or indemnity subsisting covering the same liabilities as those covered by this Policy, whether effected by the Employer or any other person, the Company shall not be liable to pay or contribute more than a rateable proportion of the liability in respect of any claim.

Assignment

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

No waiver of conditions

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

Cancellation of policy

16. The Company may, at any time, by giving written notice to the Employer, cancel this Policy. The Notice of Cancellation shall be posted to the Employer at the address noted in the Policy and the cancellation of the Policy shall be effective on the expiration of seven clear days from the date of posting the notice. Notwithstanding the cancellation of the Policy as aforesaid, the Employer shall furnish a statement of wages showing the amount paid up to the time of cancellation in respect to the various classifications of its workers, and the Premium for the Period of Insurance prior to cancellation shall be adjusted accordingly.

GST liability on claim payments

17. Where the Company 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 Company will cover the Employer for the cost of that tax.

Terrorism exclusion endorsement - casualty (insurance)

18. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by,resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

For the purpose of this endorsement Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

QBE Insurance (Australia) Limited
ABN 78 003 191 035, AFS Licence No. 239545

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