



QBE Insurance (Australia) Limited

Tasmania Employer Indemnity Policy

Insurance Policy Wording

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Introduction

1. Under Workers Rehabilitation and Compensation Act 1988 ("the Act") an employer must maintain in force with a licenced insurer a policy of insurance that indemnifies the employer in respect of the full amount of the employer's liabilities to pay compensation under the Act and arising independently of the Act in respect of an injury and that also indemnifies each person employed by the employer in respect of liabilities incurred by that person in respect of an injury to a worker arising out of and in the course of that worker's employment.
2. The words "we", "us", and "our" in this document refer to QBE Insurance (Australia) Limited (ACN 003 191 035) which is a licenced insurer.
3. The words "you" and "your" in this document refer to the Employer named in the Schedule to this document.
4. You have applied in writing and requested us to issue this Policy to indemnify you during the Policy Period on the following terms.
5. You have completed a Proposal and Declaration and provided the proposal to us.
6. The Proposal contains statements and particulars upon which we have relied for the purposes of issuing this Policy. In particular the nature of the business carried on by you, the occupations of your workers and the salaries and wages paid to your workers.
7. You have agreed to pay the Premium to us in consideration of the Policy.

Definitions

8. The following definitions apply to the words used in this document. As a reminder, the first letters of the words are printed in upper case.

Act means the Workers Rehabilitation and Compensation Act 1988 (Tas) as amended from time to time and includes any regulations and subordinate legislation.

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.

Business means the business, occupation, trade or profession described in the Schedule.

Common Law Liability means:

- (a) your liability to a worker for Damages;
- (b) your liability under the Fatal Accidents Act 1934 (Tas) as amended for an injury causing death to a Worker; and
- (c) the liability of persons employed by you for Damages.

Contractor means any person(s) employed by you under a contract for service.

Damages means damages due, claimed and payable by you and each person employed by you:

- (d) for any liability arising independently of the Act in respect of an injury suffered by a worker arising out of the course of their employment; and
- (e) for any liability arising independently of the Act in respect of a disease suffered by a worker to which their employment contributed to a substantial degree with the meaning given to that term in the Act.

Injury means injury as defined by the Act.

Policy means this document, the Schedule, any endorsement, the Proposal and Declaration and any Remuneration declaration or estimate applying to the Policy Period.

Policy Period means the period of insurance commencing at 4.00 pm on the start date shown in the Schedule and ceasing at 4.00 pm on the end date shown in the Schedule and any subsequent period for which the Policy is renewed.

Premium means the premium set out in the Schedule and includes all taxes, duties and charges.

Proposal and Declaration means our proposal and declaration form provided by you to us setting out your Business and Remuneration.

Remuneration means all wages, salaries, commissions, bonuses, overtime, allowances and the like, directors fees, superannuation contributions (except those made by force of law), fringe benefits and all other benefits paid (whether paid in cash or non-cash benefits such as vehicles, equipment, mortgage payments, travel, school fees etc) to or in relation to a Worker (including working directors as declared to us in the Proposal and Declaration) or to Contractors, before the deduction of income tax.

Schedule means the document applying to this policy and titled "Policy Schedule".

Worker means a worker as defined by the Act or a worker who is deemed to be your worker by reason of s29 of the Act.

Insuring Clause

9. If during the Policy Period:
 - (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, and to which his employment contributed to a substantial degree within the meaning of that phrase in the Act;

and you are liable to pay compensation in accordance with the Act or you or your employees are liable to pay Damages then we will indemnify you and your employees against all such payments and in addition we will also pay all costs and expenses incurred with our written consent in connection with the defence of any legal proceedings which such liability is alleged.

Conditions

10. The insurance cover and indemnity provided by this Policy is subject to observance and fulfilment of all the conditions of this Policy and are conditions precedent to our liability to indemnify you under this Policy
 - (a) **Misrepresentation and Reliance:** The Proposal and Declaration for this insurance and any other information supplied to us by you or on your behalf has been relied on by us and forms the basis of this Policy and must contain no misrepresentations whether innocent or otherwise.
 - (b) **Nature of risk:** Notice in writing shall be given to us as soon as possible of every change materially altering the Business or affecting the nature or extent of the risk hereby insured.

- (c) **Additional premium:** Should any change materially altering the Business or affecting the nature or extent of the risk hereby insured occur during the Policy Period or should the cover for which insurance is required by the Act be altered during the Policy Period then you shall pay to us such further or additional Premium we shall impose for the balance of the Policy Period 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.
- (d) **Notice of Injury:** You must notify us of any Injury as soon as practicable after the information as to the happening of the Injury or any incapacity arising from the Injury comes to your knowledge and shall forward to us every written or verbal notice of Injury.
- (e) **Notice of claim:** You must:
- (i) forward to us a completed copy of every claim for compensation within 5 working days after receiving the claim; and
 - (ii) forward to us as soon as practicable and no later than 5 working days after receiving any other written or verbal claim of any proceedings in respect any claim or demand by which we have agreed to indemnify you under this Policy.
- (f) **You must not make admissions:** You must not incur any expense, litigation or otherwise, or make any payment, settlement or admission of liability in respect of any Injury or claim for Damages made by any person without our written consent. This Condition does not apply to your obligation to pay weekly payments under s81 of the Act, provided you have complied with Condition 5 Notice of claim.
- (g) **Use of your name:** Once we agree that you are entitled to be indemnified by us under this Policy we are entitled to use your name in any legal proceedings and to exercise any rights that you might have against anyone to recover any payments that we make on your behalf. When we require it, you must execute any necessary documents to assist us in taking action in your name. We may bring, defend enforce or settle any proceedings and you must provide all necessary cooperation, assistance and information we request to allow us to do so. You also agree that production of this policy to any person, court or Tribunal is sufficient proof of our entitlement to exercise these rights.
- (h) **Safety and Rehabilitation:** You shall take all reasonable precautions to prevent Injury to Workers and Contractors and shall comply with all statutory obligations. We shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery and appliances used in your business. You will co-operate with us devising and implementing any reasonable rehabilitation program for and on behalf of your Workers.
- (i) **Notices:** Every notice or communication to be given or made under this Policy shall be delivered in writing at our office from which the Policy was issued and shall whenever appropriate comply with the requirements of the Act.
- (j) **Alterations and repair:** As far as reasonably practicable and subject to any lawful order made under any statute, no alteration or repair shall, without our consent, be made in any ways, works, machinery or plant after any accident has occurred in connection therewith until we have been notified and had an opportunity of examining the way work machinery or plant.
- (k) **Premium:** The first and every subsequent Premium payable to us will be calculated by the amount of Remuneration estimated, paid or allowed and/or the number of Workers and Contractors engaged in each class of employment during each Policy Period.
- (l) **Employment records:** You must keep accurate and up to date records of the names of, amounts of and dates of payments to your Workers and Contractors (Remuneration Records). You must also keep accurate record of the dates of engagement termination and classification (s) of each and every Worker or Contractor.
- (m) **Earnings records:** You must supply us with the Remuneration Records for any Policy Period within 21 days of the expiry of such Policy Period and at such other time or times during any Policy Period that we may nominate. If the amount of Remuneration paid or the number of Workers or Contractors 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 us or a refund by us as the case may be. The amount to be retained by the us shall never be less than such minimum Premium as may be prescribed by us.
- (n) **Sub-contracting:** You must immediately notify us in the event of you subcontracting any contract during the Policy Period and give us all particulars of such contract as we may require and shall if requested by us pay to us the Premium required to cover you with respect to such subcontracting.
- (o) **Double insurance:** If, at any time during the Policy period there is another insurance or indemnity covering the same liabilities as those covered by this Policy, whether taken out by you or not then we shall not be liable to pay or contribute more than a rateable proportion of the liability in respect of any claim.
- (p) **Assignment:** You must not assign your interest in this Policy without our written consent.
- (q) **No waiver of conditions:** You must not rely on any waiver of any provision of this Policy unless we have confirmed the waiver to you in writing.
- (r) **Cancellation of policy:** We may, at any time, by giving written notice to you, cancel this Policy. Such notice shall be posted to you 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. If the Policy is cancelled, you shall furnish a statement of Remuneration paid up to the time of cancellation and the Premium for the Policy Period to cancellation shall be adjusted accordingly.
- (s) **GST liability on claim payments:** When we indemnify you under this Policy and you are liable to pay tax under the A New Tax System (Goods and Services Tax) Act 1999 in relation to that indemnity payment, we will indemnify you for the amount of your GST liability.
- (t) **Terrorism exclusion endorsement:** It is agreed that this Policy 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 or 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.

