



QBE Insurance (Australia) Limited

# Employer Indemnity Policy

Northern Territory



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## Northern Territory

The *Return to Work Act 1986* (the *Act*) requires that every employer obtain a Policy of Insurance or Indemnity from an insurer approved by the Work Health Authority (the *Authority*). The cover must be for the full amount of the employer's liability under the Act and not less than \$2,000,000 in respect of the employer's liability independently of the Act for an injury to one of the employer's workers.

QBE Insurance (Australia) Limited (ACN 003 191 035) (the *Insurer*) is an insurer approved by the Authority.

The Insured (the *Employer*) described in the Schedule to this Policy is carrying on business in the Northern Territory. The Employer has made a written proposal and declaration to the Insurer. That proposal and declaration contain the particulars and statements which the Employer and Insurer agree are the basis of this Policy and form part of this Policy.

This Policy covers only the business or occupation described in the Schedule unless details of another business or occupation have been supplied to the Insurer and the Insurer has confirmed its acceptance of the extension of the Policy by endorsing the Schedule accordingly.

The premium that the Employer must pay the Insurer and the policy period are set out in the Schedule. The premium is subject to adjustment as set out in the Conditions below.

If the Employer is liable during the policy period to pay compensation to or in respect of one of the Employer's workers (or a person who is deemed by the Act to be one of the Employer's workers) for an injury to the worker in his or her employ, the Insurer will indemnify the Employer for:

- (a) the full amount of the Employer's liability under the Act; and
- (b) the full amount of the Employer's liability independently of the Act up to \$2,000,000; and
- (c) any costs and expenses incurred with the Insurer's written consent in connection with the defence of legal proceedings in which that liability is alleged.

The Employer's right to indemnity is subject to:

- (a) the provisions of the Act and its subordinate Rules and Regulations, all of which are deemed to form part of the Policy; and
- (b) the fulfilment by the Employer of the Conditions set out below.

## Conditions

### 1. Notices

Every notice or communication to be given or made under this Policy must be delivered in writing at the office of the Insurer from which the Policy was issued.

### 2. Claims

The Employer must give notice to the Insurer of any injury to which the policy relates as soon as the Employer (or of the Employer's representative) receives information about the happening of an injury or about any incapacity arising from an injury. The Employer must also immediately send to the Insurer every written notice of claim, conferences or proceedings and all information about any verbal notice of claim, conferences or proceedings.

### 3. Employer not to make admissions

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

### 4. Defence of proceedings

The Insurer is entitled to use the name 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 Insurer. The Employer must give all information and assistance, and forward all documents, to enable the Insurer to settle or resist a claim as the Insurer thinks fit.

### 5. Subrogation

The Insurer is entitled to use the name of the Employer in proceedings to enforce, for the benefit of the Insurer, an order for costs or other remedy. The Insurer is entitled to be subrogated to all rights that the Employer may have against any persons who may be responsible in relation to a claim for an injury covered by the Policy. The Employer must execute all necessary documents for the purpose of vesting such rights in the Insurer.

### 6. Precautions

The Employer must take all reasonable precautions to prevent injuries.

### 7. Injury

If a worker is injured in connection with ways, works, machinery or plant, then so far as practicable, no alteration or repair may be made without the consent of the Insurer until the Insurer has had an opportunity of examining them.

### 8. Inspection

The Insurer has the right and opportunity at all reasonable time to inspect the works, machinery, plant and appliances used in the Employer's business.

### 9. Premium

Premiums will be regulated by the amount of wages, salaries and all other forms of remuneration paid or allowed to workers during each policy period.

### 10. Wages books must be kept

The name and earnings of every worker employed by the Employer must be entered regularly in a proper wages book so that a record exists of the Employer's workers.

### **11. Adjustment of premium**

The Employer must at all times allow a person authorised by the Insurer to inspect the wages book. Within 28 days after the end of a policy period, the Employer must also supply the Insurer with a correct account of all wages, salaries and other forms of remuneration paid or allowed during that policy period. If the total amount differs from the amount on which premium has been paid, the difference in premium will be met by either further payment to the Insurer or a refund by the Insurer, subject to the Insurer's retention of the minimum premium as stated in the Proposal.

### **12. Assignment**

No assignment of interest under this Policy will bind the Insurer unless the written consent of the Insurer is endorsed on the policy.

### **13. Cancellation of policy**

The Insurer may, at the request of the Employer, cancel the Policy by giving written notice to the Employer if the Insurer is satisfied that the Employer does not require this Policy for any of the following circumstances:

- (a) the Employer is no longer employing a worker as defined by the Act;
- (b) there are no Territory workers required to be covered by the Act;
- (c) the employer has another Policy with an Approved Insurer covering the same liability.

The notice of cancellation must be posted to the Employer and cancellation will be effective from the date of the request of the cancellation or the date specified for cancellation (if that date is a later date) or the date from which another Policy with an Approved Insurer is incepted; whichever occurs first.

In any other circumstance cancellation will not be effective unless prior consent of the Authority is obtained.

Despite the cancellation of the Policy, the Employer must give the Insurer a statement of wages showing the amount paid up to the time of cancellation. The premium for the period of insurance prior to the cancellation will be adjusted on a pro rata basis in the manner set out in condition 11 of this Policy.

### **14. No waiver of conditions**

A condition or provision of this Policy cannot be waived or altered except with the prior consent of the Insurer as endorsed on the Policy. Notice to an agent, or knowledge of an agent or any other person, will not be taken to effect a waiver or alteration of a condition in this policy.

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