

Employers' Indemnity Policy

Australian Capital Territory Workers' Compensation Act 1951, as amended



Workers Compensation Policy (Employers' Indemnity) ACT

Information About your Policy

- A. The Australian Capital Territory (ACT) *Workers Compensation Act 1951* (the Act) requires every employer to have a current insurance policy for liability under the Act or independently of the Act for an injury to or death of any of its ACT employees.
- B. You carry on the business specified in the Schedule in the ACT and have, by a written proposal and declaration, asked Allianz Australia Insurance Limited to provide you with insurance required by the Act.
- C. Allianz Australia Insurance Limited is an insurer approved under the Act and has agreed to provide such insurance for the specified business.
- D. This document is your insurance policy. It tells you what you are covered for, and tells you your rights and obligations.
- E. In this policy, words and phrases will have the same meaning as those words and phrases have in the Act and Regulations, unless a different meaning is stated.
- F. This policy is subject to the Act, the Regulations and the Rules made under the Act, as in force from time to time.

The Policy

1. Defined words

- 1.1 In this document unless the context does not permit:

'ACT' means the Australian Capital Territory.

'Act' means the *Workers Compensation Act 1951* of the ACT as amended from time to time.

'compensation' means the amount you are legally responsible for paying under the Act or arising independently of the Act.

'employee' means a *Territory worker* as defined by the Act employed by you.

'period of insurance' means the period we insure you for under this policy. The dates next to period of insurance in the Schedule show the length of the period of insurance.

'premium' means the amount shown in the Schedule adjusted under clause 3, (including any government charges and the DI Fund Levy) which you must pay for the insurance we provide.

'Regulations' means the *ACT Workers Compensation Regulations 2002* as amended from time to time.

'Rules' means the *ACT Workers Compensation Rules 2002* as amended from time to time.

'policy' includes this document and:

- (i) the attached Schedule;
- (ii) the particulars and statements made in your proposal and statutory declaration;
- (iii) *the Act, the Regulations and the Rules*; and
- (iv) any attached additional conditions.

'wages' include but is not limited to all benefits (before tax) received by your employees whether in money or money's worth and include wages, salary, overtime, shift allowance, other allowances (if FBT applicable), over-award payments, bonuses, commissions, directors

payments, sick leave and holiday leave payments, superannuation in excess of SGL payments, trust disbursements in lieu of wages and grossed up fringe benefits payments.

'we' or 'our' or 'us' means Allianz Australia Insurance Limited.

'you' or 'your' means the employer named in the Schedule.

2. Indemnity

- 2.1 In return for you paying and us accepting the premium, for the period of insurance:
 - (a) we will indemnify you against any compensation you are liable to pay;
 - (b) we will also pay all legal fees and expenses incurred with our written consent to defend any legal proceedings for compensation; but
 - (c) we will not indemnify you for any amount for which the Act expressly states that you are not to be indemnified or for any penalty imposed under the Act.
- 2.2 The indemnity will only extend to the business specified in the Schedule.
- 2.3 We will inform you at least 30 days before the end of the period of insurance of the day on which the policy will end.

3. Premium

- 3.1 The premium for the period of insurance will be determined by the assessed risk of the business and the amount of wages received by your employees during that period of insurance, but such premium will be adjusted if:
 - (a) for the period of insurance, the total amount of wages paid by you differs from the amount on which the premium has been paid – then the difference in premium will give rise to a further proportionate payment to us, or by a refund by us, as the case may be, except that we will keep any minimum premium stated in the Schedule.
 - (b) the amount of wages you have paid is at least 10% more than what you told us in your proposal or statutory declaration – then you must pay us double the difference between the premium paid and the premium you would have paid if you had told us the true amount of wages, and the difference will be payable by you as soon as we notify you of the amount.

Policy Conditions

Obligations

4. Statutory compliance

- 4.1 You must comply with the Act, chapter 5 (injury management process) and section 126 (action by you in relation to claims) of the Act and take all reasonable care to reduce or prevent workplace injuries.
- 4.2 You must inform us of all injuries within 48 hours of you or your representative becoming aware of the injury.
- 4.3 You must as soon as you can and within 7 days
 - (a) forward to us all documents relating to any injury, claim or proceedings;
 - (b) answer any written request from us for further information or tell us in writing if you do not have or cannot reasonably obtain that information.
- 4.4 Your obligations under sections 155 to 159 of the Act are set out in clause 9.
- 4.5 We will meet our obligations under the Act and Regulations, including those about injury management and claims handling.

5. No admissions

- 5.1 You must not, without our agreement, incur any expense or make any payment, settlement, or admission in respect of any injury to your employees or any claim made under the Act.

6. Inspection

- 6.1 We may at any reasonable time have our employees or agents inspect any sites, materials or equipment used in your business. We may do so after the completion of any period of insurance for the purpose of any ongoing claim or proceedings about an injury to or death of a worker.
- 6.2 To the extent that you are able to, you or anyone on your behalf must not, without our agreement, modify or repair any works, machinery or plant, connected with an injury or death until we have had an opportunity to inspect it.

7. Legal Action and Cooperation

- 7.1 You must give us all necessary information, assistance, and documents to enable us to settle or defend any claim or proceedings.
- 7.2 We can use any of the legal rights you have against someone else and you must if required, sign any necessary documents and cooperate with us in our attempts to recover or defend any claim,

which we may do using your name. Cooperating with us includes you and your employees going to court to give evidence if we ask.

8. Wage & employee records

- 8.1 You must keep proper wage and employee records, for a minimum of five (5) years after the day the record is made, and allow us to inspect those records on reasonable notice to determine the wages and the numbers and categories of paid and unpaid employees for any period of insurance.

9. Information you must give us

- 9.1 Clauses 9.2 to 9.5 do not apply to you if you are a non-business employer.
- 9.2 When you apply to renew this policy, you must give us, for the period since the most recent issue or renewal of insurance by us:
- (a) A statement signed by you stating the total wages paid in that period by you to your employees; and
 - (b) A statement signed by you setting out:
 - (i) the categories of your employees during the period of insurance, those categories being determined under the Act; and
 - (ii) the total wages paid to each category in the period of insurance; and
 - (iii) the number of your paid and unpaid employees during the period of insurance;
 - (iv) the approximate amount of time each paid and unpaid employee worked for you in the period of insurance;
 - (v) projected figures and information for the next 12 months corresponding to the information sought in paragraphs (i) to (iv).
- 9.3 Within 30 days of the end of the period of insurance you must give us a statement signed by you with the information described in 9.2(a) and 9.2(b)(i) to 9.2(b)(iv), but in each case for the full period of insurance.
- 9.4 Within 30 days of the end of every 6 months from the beginning of the period of insurance and within 30 days of this policy being cancelled or ended at another time, you must give us a statement signed by you with the information described in 9.2(b)(i) to 9.2(b)(iv), for the previous 6 months or for the final period of insurance since the last report under this provision.

- 9.5 You must, within 30 days after we cancel this policy, give us a statement signed by you stating the total wages paid by you to your employees between the start of this policy and its cancellation.

General Conditions

10. No waiver of conditions

- 10.1 A provision of this policy may only be waived or altered if we endorse our consent to that on this policy.

11. Cancellation of policy

- 11.1 We may at any time, by written notice to you, cancel this policy, but only by following a protocol approved by the *Minister*.
- 11.2 If we cancel this policy, we will refund to you any premium for the unexpired period of insurance, except that we may retain any applicable minimum premium.

12. Assignment

- 12.1 You may not assign any interest under this policy unless if we endorse our consent to that on this policy.

13. Service of notices

- 13.1 Every notice or communication which you must give or make under this policy must be delivered in writing to our office, unless we have agreed in writing to accept it by telephone, email or other electronic means.

Employers' Indemnity Policy
See attached Schedule

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