

Employers' Indemnity Policy

Return to Work Act.



Allianz 

Return to Work Act

Employers' Indemnity Policy

Whereas by virtue of the Return to Work Act (hereinafter called the Act) it is provided that every employer shall obtain from an insurer approved by the Work Health Authority (hereinafter called the Authority) for the purposes of the Act, a policy of insurance or indemnity for the full amount of his or her liability under the Act to all workers employed by him and for an amount of not less than \$2,000,000 in respect of his or her liability independently of the Act for an injury to a worker in his or her employ and shall maintain such policy in force; and

Whereas the Insured (hereinafter called the employer) named in the Policy Schedule attached hereto (hereinafter called the "Schedule") is carrying on the Business described in the Schedule and no other for the purpose of this indemnity in the Northern Territory of Australia, and has made to the Allianz Australia Insurance Limited an Insurer Approved by the Authority for the purposes of the Act (hereinafter called the Insurer) a written proposal and declaration containing certain particular and statements which 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 attached hereto (which Premium is subject to adjustment as hereinafter provided) for the period of Insurance stated therein and thereafter to 4 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, or is deemed by the Act to be a worker of such Employer, or to pay an amount not exceeding \$2,000,000

in respect of his or her liability independently of the Act for any injury to a worker in his or her employ.

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 proceedings in which such liability is alleged.

Provided that this Policy shall not extend to any business or occupation other than that described herein unless and until such 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.

Provided lastly that this Policy shall be subject to the Act and the Rules and Regulations made thereunder, all of which shall be deemed to be incorporated in and form part of this Policy.

Conditions

1. Notices

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.

2. Claims

The Employer shall give notice to the Insurer of any injury to which the policy relates as soon as practicable after information as to the happening of the injury, 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, conferences or proceedings and all information as to any verbal notice of claim, conferences or proceedings.

3. Employer not to make Admissions

The Employer shall not, without the written authority of the Insurer, incur any expense of litigation, 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 shall in respect of 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 documents to enable the Insurer to settle or resist a claim as the Insurer may think fit.

5. Subrogation

The Insurer shall be entitled to use the name of the Employer in proceedings to enforce, for the benefit of the Insurer, an order made for costs or otherwise and shall have the right of subrogation, in respect of all rights which the Employer may have against a person or persons who may be responsible to the Employer or otherwise in respect of a claim for an injury covered by this Policy, and the Employer shall as and when required execute the necessary documents for the purpose of vesting such rights in the Insurer.

6. Precautions

The Employer shall take all reasonable precautions to prevent injury.

7. Injuries

So far as practicable, no alteration or repair shall, without the consent of the Insurer, be made in any ways, works, machinery or plant after an injury to a worker occurring in connection therewith until the Insurer has had an opportunity of examining them.

8. Inspection

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

9. Premium

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 to workers during each period of indemnity.

10. Wages Books must be kept

The names 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.

11. Adjustment of Premium

The Employer shall at all times allow a person duly authorised by the Insurer to inspect the wages book, and shall supply the Insurer with the correct account of all wages, salaries and other forms of remuneration paid or allowed during a period of indemnity within 28 days after the expiry of such period of indemnity, and if the total amount differs from the amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer, as the case may be, subject always to the retention by the Insurer of the minimum premium stated in the proposal.

12. Assignment

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

13. Cancellation of Policy

The Insurer may at any time, by giving written notice to the Employer, cancel or lapse this policy. The notice of cancellation shall be posted to the Employer at the Employers' address shown in this Policy, and the cancellation of the policy shall be effective on the expiration of 7 days after the date of posting the notice. Notwithstanding the cancellation of the policy, the Employer shall furnish a statement of wages showing the amount paid up to the time of cancellation, and the premium for the period of insurance prior to the cancellation shall be adjusted on a pro rata basis in the manner provided by Condition II of this policy; provided that the policy may not be cancelled without the prior consent of the Authority.

14. No Waiver of Conditions

No condition or provision of this policy shall be waived or altered except with the prior consent of the Insurer endorsed hereon, nor shall notice to an 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.

This Policy is an important document protecting your interests.

Please read this Policy, so that you are aware of the terms, conditions (and endorsements if any) with which you are required to comply.

If incorrect return it immediately to the issuing office for alteration.

For your own protection any change of address should be notified to the Company immediately.

Signed for and on behalf of the Company.

This page has been left blank intentionally.

This page has been left blank intentionally.

allianz.com.au

Allianz Australia Insurance Limited
ABN 15 000 122 850
Registered Office:
2 Market Street, Sydney NSW 2000
Northern Territory Branch:
Level 6, 24 Mitchell Street
Darwin NT 0800

WCNT0001 08/15

