

# Employers' Indemnity Policy

Tasmanian Workers' Rehabilitation and Compensation Act 1988.

**Allianz** 



# Employers' Indemnity Policy

The Proposal, Policy and any Certificates and Schedules annexed or attached thereto, and the Workers' Rehabilitation and Compensation Act 1988 and any Rules and Regulations, issued thereunder shall be read together, and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear unless otherwise specifically indicated.

Whereas by virtue of the Workers' Rehabilitation and Compensation Act 1988 (hereinafter called "the Act", which term shall include any Rules and Regulations issued thereunder) it is provided that every employer who is not a self insurer shall maintain in force with a licensed insurer a Policy of Insurance that indemnifies him in respect to the matters referred to in Section 97 of the Act and:

Whereas the Employer named in this Policy (hereinafter called "the Employer") is carrying on the business stated herein and employs workers in the occupations stated herein and has made to Allianz Australia Insurance Limited a licensed insurer (hereinafter called "the Insurer") a written Proposal and Declaration 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 by the Employer to the Insurer of the Premium shown on the Schedule hereto (which Premium is subject to adjustment as hereinafter provided).

If during the period stated in the Schedule hereto 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, in any employment by the Employer

- (a) a worker suffers an injury, not being a disease, arising out of and in the course of his employment; or
- (b) a worker suffers an injury, which is a disease, arising out of and 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 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 person 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 Insurer will indemnify the Employer and each person employed by him against all such sums for which the Employer and every Employee 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 always that the indemnity granted by this Policy is subject to the due observance and fulfilment of the Conditions of the Policy and any memorandum endorsed hereon or attached hereto which Conditions and Memorandums are to be read as part of this Policy and shall be Conditions precedent to any liability of the Insurer 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**

### **1. Nature of Risk**

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

### **2. Additional Premium**

Should any change materially altering the business or occupation of the Employer or his Employees 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' Rehabilitation and Compensation Act 1988 or any amendment thereto be altered during such period of renewal then in any or all such cases the Employer shall pay to the Insurer such further or additional Premium as the Insurer 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.

### **3. Earnings Records**

The Employer shall supply the Insurer with a correct classified account of all wages, salaries and other forms of remuneration paid or allowed and the number of employees engaged during any period of indemnity within 21 days of the expiry of such period of indemnity and at such other time or times during any period of

indemnity that the Insured may in writing nominate and if the amount so paid or the number of employees 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 Insurer as the case may be provided that the amount to be retained by the Insurer shall in no case be less than such minimum Premium as may be prescribed.

#### **4. 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, and shall wherever appropriate, comply with the requirements of the Act.

#### **5. Notice of Claim**

The Employer shall give notice to the Insurer in the manner above set forth of any injury to an Employee or claim for compensation by an Employee 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 Insurer 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.

#### **6. Employer not to make Admissions**

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 Insurer 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 5 above.

## **7. Subrogation**

The Insurer shall be entitled to use the name of the Employer and any Employees 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 and any Employee shall give all necessary information and assistance and forward all documents to enable the Insurer to settle or resist any claim as the Insurer may think fit. The Insurer shall be entitled to use the name of the Employer and any Employee in any proceedings to enforce for the benefit of the Insurer, any order made for costs or otherwise shall have the right of subrogation in respect of all rights which the Employer and any Employee 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 Employee shall as and when required, execute any necessary documents for the purpose of vesting such rights in the Insurer.

## **8. Safety and Rehabilitation**

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 Insurer in devising and implementing any reasonable rehabilitation programme for and on behalf of the Employer's workers.

## **9. Alterations and Repair**

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

## **10. Premium**

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 Employees engaged in each class of employment during each period of indemnity to all persons included in the indemnity. Wages salaries, means wages, salaries, bonuses, commissions, holiday pay, superannuation payments (if salary sacrifice), allowances, value of board and lodging and all other forms of remuneration paid.

## **11. Employment Records**

A record of the name, class of employment and earnings of every person included in this indemnity shall be kept by the Employer and the Employer shall at all times allow the Insurer or any officer duly authorised by the Insurer to inspect such records.

## **12. Sub-Contracting**

The Insured shall immediately notify the Insurer in the event of his letting any Contract during the period of indemnity and shall give the Insurer all such particulars with respect to such Contract as the Insurer may require and shall pay to the Insurer forthwith on demand, the Premium required to cover his liability with respect thereto.



### **13. Double Insurance**

If at any time during the currency of the Policy or any renewal thereof there be any other indemnity or indemnities subsisting whether effected by the Employer or any other person covering the same the Insurer shall not be liable to pay or contribute more than a rateable proportion or the liability in respect of any claim.

### **14. Assignment**

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

### **15. No waiver of Conditions**

No Condition or provision of this Policy shall be waived or altered unless the consent of the Insurer be previously obtained and signed 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.

### **16. Cancellation of Policy**

The Insurer 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 Employees, and the Premium for the period of Insurance prior to cancellation shall be adjusted on a pro rata basis.

**Note:**

## **17. Self Assessment Audit**

It is a requirement of your Policy that should you employ more than **50 workers** you should carry out an Annual Self Assessment Safety Risk Audit using Safety Map or a suitable Equivalent.

Your Failure to do so may effect your Premium on Renewal.

Signed for and on behalf of the Company

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