

# **GIO WORKERS COMPENSATION**

Northern Territory Policy



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# Introduction

1. Under the Act (defined below) employers must obtain from an approved insurance office, a Policy of insurance for the full amount of their liability, to pay compensation under the Act to any Worker employed by them.
2. The words “we”, “us” and “our” in this document refer to GIO which is an approved insurance office.
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 to be covered by this Policy upon payment of an agreed premium.
5. We have therefore agreed to issue this Policy to cover you for the Policy Period, on the following terms.

# Definitions

6. 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 Return to Work Act 1986 as amended, including any subordinate rules and regulations.

**“Acts of Terrorism”** means any 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.

**“Injury”** means injury as defined by the Act.

**“Policy”** means this document, the Schedule, any endorsement, the proposal for this policy, and any Wages declaration or estimate for the Business pertaining to the Policy Period.

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

**“Schedule”** means the document pertaining to this Policy and titled “Policy Schedule”.

**“Wages”** means all wages, salaries, remuneration, commissions, bonuses, overtime, allowances and the like, directors’ fees, fringe benefits, and all other benefits paid (whether paid in cash or non cash benefits such as accommodation, meals, vehicles, equipment, mortgage payments, travel, school fees etc.), an over-award payment, climate allowance, district allowance, leading hand allowance, qualification allowance, shift allowance (where shift work is worked in accordance with a regular and established pattern), overtime (where overtime is worked in accordance with a regular and established pattern), over award or service payments, to or in relation to a Worker (including members of an employer’s immediate family and working directors declared as such to us) before deduction of income tax.

**“Wages”** does not include superannuation, termination payments, retirement pay, retrenchment, pay in lieu of notice, pensions, “golden handshakes”, or weekly payments of workers’ compensation.

**“Worker”** means:

- a. person who is defined as a worker by the Act and who is employed or engaged by you;
- b. person in respect of whom you are deemed by the Act to be an employer.

## Workers’ compensation insurance

7. If during the policy period a worker suffers an injury and you are liable under the Act to make any payment in respect of the injury, we will indemnify you for the full amount of your liability under the Act to all workers employed by you and for an amount not exceeding \$2,000,000 in respect of your liability independently of the Act for an injury to a worker in your employ.

## Insurance for liability independently of the Act

8. If:
  - a. you incur liability independently of the Act for an Injury during the Policy Period; and
  - b. you are entitled to indemnity from us under this Policy for that workers’ compensation liability (or would be so entitled if a claim were made), then we will indemnify you against any damages you are liable to pay, and reasonable legal costs you incur with our written consent, for the liability independently of the Act subject to the policy limit of the liability independently of the Act and the Exclusions and Conditions of this Policy.

## Policy limit of liability independently of the Act

9. We will not pay more than \$2,000,000 in respect of your liability independent of the Act for an injury to a worker in your employ.

# Northern Territory Employer's Indemnity Policy

Whereas by virtue of the Return to Work Act 1986 (hereinafter called the Act) it is provided that every employer shall obtain from an insurer approved by NT Worksafe 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 or her 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 Employer named in the Schedule hereto (hereinafter called the Employer) is carrying on the business described in the Schedule and no other for the purpose of this Indemnity at the address shown in the Schedule in the Northern Territory of Australia, and has made to GIO, an insurer approved by NT Worksafe for the purposes of the Act (hereinafter called the Insurer), a written proposal and declaration, dated as set out in the Schedule, 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 witnesseth that in consideration of the payment by the Employer to the Insurer of the premium shown in the schedule (which premium is subject to adjustment 1 as hereinafter provided) if, during the initial insured period shown in the Schedule and thereafter to four o'clock in the afternoon of the last day of any subsequent period in respect of which the premium has 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 an 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

## Notices

1. 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.

## Claims

2. 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.

## Employer not to make admissions

3. 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.

## Defence of proceedings

4. 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.

## Subrogation

5. 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.

## Precautions

6. The Employer shall take all reasonable precautions to prevent injuries.

## Injuries

7. 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.

## Inspection

8. 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.

## Premium

9. 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.

## Wages books must be kept

10. 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.

## Adjustment of premium

11. The Employer shall at all times allow a person duly authorized by the Insurer to inspect the wages book, and shall supply the Insurer with a 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 a 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.

## Assignment

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

## Cancellation of policy

13. 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 Employer's 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 11 of this policy; provided that the policy may not be cancelled without the prior consent of NT Worksafe.

## No waiver of conditions

14. 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.

## KNOW NOW



- Phone **13 10 10**
- Web **gio.com.au** hours a day – every day
- Email **wcpoliciesnt@gio.com.au**
- Fax **1300 684 467**
- Post **NT Policies, GPO Box 377 Darwin NT 0801**

### Who we are

This insurance issued by

AAI Limited

ABN 48 005 297 807

AFSL No. 230859 trading as GIO

