

GIO Workers Compensation

Australian Capital Territory
Policy



WORKERS COMPENSATION

Under the Act it is compulsory for every employer to hold workers compensation insurance.

You should read this policy carefully. It provides workers compensation cover as required by the Act and contains a number of conditions and exclusions.

Definitions

For the purposes of this policy:

“Act” means the Workers Compensation Act 1951 of the Australian Capital Territory

“Business” means the business described in the policy schedule

“Employer” means the employer named in the policy schedule

“GIO” means AAI Limited ABN 48 005 297 807 trading as GIO, an approved insurer under the Act.

“Period of insurance” means the period shown in the policy schedule and expiring at 4.00 pm on the expiry date.

“Policy schedule” means the record of the particulars of the insurance most recently issued to the employer.

“Proposal” means the proposal for insurance made by the employer to GIO in respect of which this policy is issued.

“Territory worker” means a worker of the Australian Capital Territory as defined in the Act.

Indemnity

1. Cover provided by this policy

In consideration of the payment by the employer to GIO of the premium stated in the policy schedule (which premium is subject to adjustment as set out in this policy) if, during the period of insurance, the employer is 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 Territory worker of the employer; or
- ▶ to pay any other amount in respect of the employer’s liability independently of the Act for an injury to any Territory worker of the employer, but excluding a liability in respect of any person who has entered into or works under a contract for services with the employer, and in respect of which the employer is indemnified by another policy of insurance.

GIO will indemnify the employer for an unlimited amount for any such liability for any injury to, or the death of, each Territory worker sustained during the currency of the policy.

2. Proposal and schedule form part of policy

The written proposal and declaration (dated as shown in the policy schedule) containing certain particulars and statements and the policy schedule shall be incorporated in and form part of this policy.

3. Business activities to which policy applies

This policy shall not extend to any business occupation other than that described in the policy schedule, unless details have been supplied to and accepted by GIO in writing.

4. GIO is directly liable to workers and bound by court orders against the employer

GIO shall be:

- ▶ directly liable to any worker, and in the event of the worker's death to his or her dependants, to pay the compensation for which the employer is liable and in respect of which the employer is indemnified under this policy; and
- ▶ bound by and subject to any order, decision or award made against the employer of any such worker under the provisions of the Act or in respect of the employer's liability independently of the Act and in respect of which the employer is indemnified under this policy.

5. Policy subject to the Act

This policy shall be subject to the Act, including any rules and regulations made under it, as in force from time to time, all of which shall be deemed to be incorporated in and form part of this policy.

Exclusions

GIO will not pay for:

- ▶ Any amount for which the Act expressly states that the employer is not to be indemnified.
- ▶ Amounts for which the employer is liable due to a failure to give notice of an injury pursuant to section 95 of the Act.
- ▶ Any liability in relation to which the employer is indemnified by another policy of insurance.
- ▶ Fines or penalties imposed upon the employer under the Act.
- ▶ Aggravated, punitive or exemplary damages.
- ▶ Any liability imposed upon the employer pursuant to the provisions of any workers compensation legislation or any accident compensation legislation in another State or Territory.

Conditions

1. Cover conditional on employer complying with this policy, the Act and regulations

The indemnity provided by this policy is conditional on compliance by the employer with the provisions of this policy, the Act and any regulations made under the Act.

2. Employer obligations – injury management

The employer must comply with chapter 5 of the Act. In particular, the employer must:

- ▶ Report all injuries in the time permitted by the Act.
- ▶ Comply with any obligations imposed on the employer in GIO's injury management program.
- ▶ Provide suitable work for full time, part time, casual and contract workers as required by the Act.

3. Employer obligations – claims

The employer must comply with sections 93 and 126 of the Act. In particular, the employer must:

- ▶ Give the insurer notice of the injury (an **injury notice**) under section 94 within 48 hours after becoming aware that the worker has received a workplace injury.
- ▶ Forward claims for compensation or any other document in relation to a claim to GIO within 7 days.
- ▶ Pay immediately upon receipt to the person entitled to compensation any monetary compensation received from GIO.

4. Employer obligations – policy issue and renewal

The Act imposes obligations on the employer in respect of the issue or renewal of a Policy of Insurance. GIO is required to advise an employer of those obligations within 14 days after the policy is issued. Those obligations are set out below.

4.1 Result of under-reporting of wages by employer

If, pursuant to an application for insurance:

- ▶ the employer has told GIO that the employer is paying a stated amount of wages; and
- ▶ the amount of wages the employer is paying is at least 10% more than the amount the employer told GIO, the employer must pay to GIO an amount equal to double the difference between the premium the employer paid and the premium the employer would have paid if the employer had told GIO the true amount of wages the employer was paying.

4.2 Employer to provide information to insurer for issue of a policy

For the proposed insurance period the employer must give to the insurer a statement setting out the employer's estimates of the following:

- ▶ the number of workers in each determined category to be employed by the employer in the period;
- ▶ total wages to be paid to each category of workers during that period;
- ▶ total numbers of paid and unpaid workers who will work for the employer in the period; and
- ▶ the approximate amount of time each paid and unpaid worker will work for the employer in the period.

4.3 Employer to provide information to insurer during the term of the policy

Within 30 days of the end of each successive 6 month period beginning on the commencement of the policy and until the end of the policy, the employer shall provide to GIO a statement in respect of workers employed by the employer during the preceding 6 month period, setting out:

- ▶ the number of workers in each determined category employed during that period;
- ▶ total wages paid to each category of workers during that period;
- ▶ total numbers of paid and unpaid workers during that period; and
- ▶ the approximate amount of time worked by each paid and unpaid worker during that period.

4.4 Employer to provide information to insurer after renewal of policy

Within 30 days after the day the policy is renewed the employer is to provide a statement in respect of workers employed by the employer setting out:

- ▶ the categories and number of workers employed during the previous and proposed insurance period;
- ▶ total wages paid to each category of workers during the previous insurance period, and an estimate of total wages to be paid to each category of workers for the proposed insurance period;
- ▶ total numbers of paid and unpaid workers during the previous insurance period and an estimate of total numbers of paid and unpaid workers for the proposed insurance period; and
- ▶ the approximate amount of time worked by each paid and unpaid worker during the previous and proposed insurance period.

4.5 Employer to provide information to insurer after end or cancellation of policy

Within 30 days after the end or cancellation of the policy, the employer must provide to GIO a statement in respect of workers employed by the employer setting out:

- ▶ the categories of workers employed during the period covered by the policy;
- ▶ total wages paid to each category of workers during the period covered by the policy;
- ▶ total numbers of paid and unpaid workers during the period covered by the policy; and
- ▶ the approximate amount of time worked by each paid and unpaid worker during the period covered by the policy.

4.6 Information for new insurers after change of insurers

Within 30 days after the day the current policy is issued, the employer must give GIO a statement in respect of workers employed by the employer in relation to the period from the day the previous policy was issued or (if it had been renewed) last renewed to the day before the current policy was issued setting out:

- ▶ the categories of workers employed during the period covered by the policy;
- ▶ total wages paid to each category of workers during the period covered by the policy;
- ▶ total numbers of paid and unpaid workers during the period covered by the policy; and
- ▶ the approximate amount of time worked by each paid and unpaid worker during the period covered by the policy.

4.7 False information causing lower premium

An employer will commit an offence under the s162 of the Act where the employer provides a statement to GIO knowing that the information in the statement:

- ▶ is false or misleading; or
- ▶ omits anything without which the information is misleading; and
- ▶ GIO relied on this information to work out the premium for a compulsory insurance policy for the employer; and
- ▶ the premium worked out by GIO for the policy is less than the premium would be if the employer gave the correct information.

5. Defence of proceedings

GIO shall in respect of anything indemnified under this policy, including the bringing, defending, enforcing, or settling of legal proceedings for the benefit of GIO, be entitled to use the name of the employer. The employer shall give all necessary information and assistance, and forward all documents to enable GIO to settle or resist any claim as GIO may think fit.

6. Subrogation

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

7. Precautions

The employer shall take all reasonable precautions to prevent injuries and shall comply with any obligations imposed under relevant law in respect of occupational health and safety.

8. Plant and equipment

So far as reasonably practicable no alteration or repair shall, without the consent of GIO, be made to any, works, machinery, or plant connected with an injury to a worker until GIO has had an opportunity of examining the same.

9. Inspection

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

10. Adjustment of premium

The employer must furnish all information required by GIO from time to time for the adjustment of premium in accordance with the provisions of this policy.

You must pay premium when it is due. The employer agrees that in addition to GIO's entitlement to cancel this policy for any breach by the employer, including non-payment of premium, GIO shall be entitled to recover in addition to premium due and payable, costs (including legal costs), expenses and interest in respect of premium which is overdue.

11. Assignment

No assignment of interest under this policy shall bind GIO without its written consent.

12. Policy cancellation protocol

12.1 Cancellation by the employer

The employer may cancel this policy at anytime by notifying GIO in writing. In that event:

- ▶ cancellation takes place when GIO receives the notice of cancellation; and
- ▶ GIO will be entitled to premium for the period during which the policy was in force, based on GIO's normal reduced period rates.

12.2 Cancellation by insurer

GIO may cancel the policy if the employer is in breach of any of the policy terms and conditions, including the non payment of premium, or for any other reason available at law. In that event:

- ▶ GIO will first notify the employer in writing of any breach and will provide a reasonable opportunity for the employer to rectify the breach before the policy will be cancelled; and
- ▶ cancellation will take place at the time the employer enters into another contract of insurance intended to replace this policy, or at 4pm on the 30th day after delivery of the notice of cancellation to the employer, whichever is the earlier; and
- ▶ GIO will refund the premium paid for the unexpired period of insurance.

GIO reserves the right to cancel the policy as permitted by the Act, the rules and regulations from time to time. The policy may only be cancelled by GIO in accordance with a protocol approved by the minister.

13. Notices

Notices to be given under this policy to GIO shall be delivered, posted or transmitted electronically to the address of GIO last notified to the person giving the notice.

14. No waiver of conditions

No condition or provision of this policy shall be waived or altered unless the consent of GIO has been obtained and signified by endorsement on the policy schedule, 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 contract or any part of it.

15. Insurer to comply with Act

GIO agrees to meet its obligations as an approved insurer under the Act, regulations and rules, and to provide the services as set out in published policy information as at the commencement of this policy and contained in GIO's injury management program.

16. Non business employers

Where the employer is a non business employer as defined in the Act, this policy should not be construed as imposing any greater obligation upon the non business employer than the obligations contained in the Act. In particular, a non business employer is not required to provide GIO with the information referred to in clauses 4.2 - 4.6 of the conditions to this policy.

17. Notification of renewal

The insurer must notify the employer at least 30 days before the policy is to end.

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How to contact us

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Who we are

This insurance is issued by
AAI Limited
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trading as GIO

