

# GIO WORKERS COMPENSATION

TASMANIA EMPLOYER INDEMNITY POLICY



WORKERS COMPENSATION

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# GIO WORKERS COMPENSATION POLICY

In summary, this policy insures you for your liability as an employer to pay compensation to your workers or their dependants under Tasmanian workers compensation law (being the *Workers Rehabilitation & Compensation Act* (Tas) 1988).

## You should read all of this policy carefully

- We offer workers compensation cover as required by Tasmanian law
- There are lower limits on the cover provided
- There are some conditions
- You have a number of obligations
- There are some definitions of terms in paragraph 32.

## What does your policy consist of?

1. Your policy consists of:
  - a. this document (the policy terms and conditions); and
  - b. the most recent schedule of insurance sent to you as your schedule; and
  - c. the most recent certificate(s) of insurance sent to you; and
  - d. the representation and promises you make in the proposal for this policy; and
  - e. our renewal or new business quotation.

## We cover workers compensation

called “workers compensation cover”

2. We cover you against legal liability to pay workers compensation to your workers or their dependents under the *Workers Rehabilitation & Compensation Act* (Tas) 1988 (“the Act”) in respect of injury that occurs:
  - a. during the period of insurance (see your schedule for what period this is); and
  - b. during such further period after the date in the schedule unless and until we give you at least 28 days notice of the impending expiry of this policy; and
  - c. in a business specified in your schedule (“your business”).

## Additional cover for common law liability

called “common law cover”

3. We also cover you against legal liability to pay compensation at common law in respect of damage by way of personal injury other than exemplary, punitive or aggravated damages that occurs to one of your workers:
  - a. during the period of insurance (see your schedule for what this is); and
  - b. during such further period after the date in the schedule unless and until we give you at least 28 days notice of the impending expiry of your policy; and
  - c. in your businessbut only if the workers compensation cover under this policy also applies to that personal injury.

## Workers compensation cover and common law cover also applies to your workers

4. The common law cover also applies to any liability your employees may have in respect of damage by way of personal injury other than exemplary, punitive or aggravated damages that occurs to one of your workers:
  - a. during the period of insurance (see your schedule for what this is); and
  - b. during such further period after the date in the schedule unless and until we give you at least 28 days notice of the impending expiry of your policy; and
  - c. in your businessbut only if the workers compensation cover under this policy also applies to that injury.

## We cover associated costs

5. We will also cover you against all costs and expenses in connection with a liability to which either the workers compensation cover or the common law cover applies, but only if we have agreed to do so prior to you incurring the liability or making the payment.

## We do not cover you for motor vehicle accidents

6. The workers compensation cover and the common law cover do not apply to liability in respect of an injury one of your workers suffers in an accident that involves the use of a motor vehicle and occurs while the worker is travelling between his or her residence and place of employment (unless compensation is due for that journey pursuant to the Act).

## We do not cover you for Acts of Terrorism

7. Unless the Minister makes a contrary order under s131B (1) *Workers Rehabilitation and Compensation Act 1988 (Tas)*, the workers compensation cover and the common law cover under this policy will not apply to your legal liability to pay:
  - a. compensation for your workers under Tasmanian workers compensation law;
  - b. compensation under the general law;in respect of an injury one of your workers suffers that is directly or indirectly attributable to or in consequence of any Act of Terrorism.

## Paying the premium

8. The premium is deemed to be paid when we actually receive it or a broker receives it on our behalf, not when you send it. If a cheque or similar instrument you use to pay is dishonoured, the premium is taken not to have been made.

If you do not pay the premium when it is due, you must reimburse us for our costs and expenses (including legal costs) in recovering the unpaid premium from you.

## Non payment of premium

9. This policy will not take any effect until the premium payable in respect of the period of cover is paid in full or if we agree that the premium can be paid in instalments we may upon giving to you 10 days notice to cancel the policy if any instalment remains unpaid.

## The GST

10. You must pay any GST payable in respect of this policy and any renewal. The amount of the “annual premium” shown in your schedule includes our estimate of GST.

Workers compensation cover and common law cover payments under this policy are inclusive of GST.

This policy does not cover you for any GST you may be liable to pay on payments we make under this policy.

## Precautions and rehabilitation

11. You must take all reasonable precautions to prevent incidents that may give rise to claims under this policy.
12. This includes complying with your obligations as an employer under all relevant occupational health and safety laws.
13. You are required to co-operate with us in devising and implementing any reasonable rehabilitation program for and on behalf of your workers.

## Right of inspection

14. You must let us, if we ask, inspect any of the plant, works, machinery or appliances used in your business, at any reasonable time.
15. If one of your workers dies, or suffers an injury, you must not change any ways, works, machinery or plant used in your business unless we agree first. This does not stop you making changes you have to make for health or safety reasons, or to comply with the law.

## You must keep records

16. You must keep, and keep up to date, records (called “wages and contracts records”) of:
  - a. the names and wages of all your workers – so that we can see at any time who could call on you to pay compensation under the Act; and
  - b. all contacts and sub-contracts you enter into, with separate values for labour, plant and materials.

## We can inspect your records

17. You must, if we ask, let us inspect your wages and contracts records at any time. If you keep these records electronically, you must give us a complete print out if we ask you for one.

## Adjusting the premium when the period of insurance ends

18. You must give us a complete account of all the wages you paid during the period of insurance, how many workers you had during the period of insurance and the value of all your contracts and sub-contracts during the period of insurance.
19. You have two months after the end of the period of insurance to do this.
20. We will then adjust the premium payable if this policy ended before the end of the period of insurance or if this information is different to the information we used to fix the premium when this policy started. We will tell you what the adjusted premium is, and refund you any excess premium you paid. However, if the adjusted premium is more than you actually paid, you must pay us the difference, and you have one month to do this. In any case, you must pay at least the minimum premium outlined in your policy terms for the applicable period of insurance.

## Sub-contracting

21.
  - a. If you make a contract with a person to do work worth more than \$100.00 and that work is work which that person does not normally carry on, then you must tell us at the time of making that contract.
  - b. In these circumstances you must also ensure that the contractor has a current policy of personal accident insurance for the full term of the contract including any extensions.

## Lending workers

22. You must, as soon is reasonably practicable, also tell us when you lend to any person or borrow from any person any workers and give us the details of that contract.

## You must give us notice of injuries, claims etc.

23. You must give us written notice as soon as practicable after you become aware and in any event within 5 working days after the event:

- a. that any of your workers has died or suffered an injury;
- b. of a claim or contemplated claim against you for workers compensation or common law covered by this policy;
- c. of any continuing claim for weekly compensation including medical certificates or the cost of medical, hospital or other services.

If you receive a written claim, or written notice of a claim, against you for compensation or damages covered by this policy, you must give it to us at once and in any case within 5 working days of receipt.

## You must not accept liability

24. Unless we agree in writing first, you must not:

- a. accept liability for any claim or potential claim for workers compensation or common law; or
- b. other than in compliance with Section 81A of the Act provided you have complied with Condition 23, pay any weekly compensation; or
- c. pay any medical, hospital or account for other services where a claim for compensation is lodged;
- d. pay any other expense, claim or cost arising out of or in connection with a claim for compensation.

If you receive any claim for compensation, an account, or a medical certificate, you must notify GIO immediately.

## Court cases, making admissions and payments

25. Unless we agree, in writing first, you must not in respect to workers compensation or common law:

- a. start a court case; or
- b. take a step in a court case; or
- c. incur legal or other expenses in relation to a court case; or
- d. settle, try to settle or make a payment whether in settlement of a court case or not; or
- e. admit anything to do with a court case; or
- f. make any payment on a claim or potential claim without referral and approval from GIO.

## We may take court action etc.

26. Once we agree to cover you under this policy in relation to a particular event, we can enforce any rights you may have arising out of that event, and we can use your name to do so. We can enforce these rights even if we have not yet paid you. You must do whatever we reasonably ask (for example, giving us information, signing documents and giving evidence in court cases) to help us enforce these rights.

## Agency

27. You appoint us as your agents and authorise us to make any application that you, as employer, could make or do any act, and to allow us to provide a copy of this policy and any schedules and certificates to any person which will conclusively prove that we are your agents. However, just because we may act as your agent, it does not mean that we are bound to accept any claim, nor that we are your agents for any purposes other than those we choose, nor that we agree to indemnify you in respect to a claim.

## You must give notice if your circumstances change

28. You must give us written notice as soon as practicable and in any event, no later than ten (10) days after you become aware that there has been a material change in any of the information you gave us in the application for this policy.

## Variation and cancellation

29. We can vary or cancel this policy, by writing to you, at any time, but only if the law or this policy allows us to. You can cancel this policy at any time, by writing to us. Neither you nor we can cancel this policy unless at least 10 working days written notice of cancellation has been given.

## Waiver of rights

30. We can waive our rights under this policy, but only by doing so expressly and in writing. The fact that we do not exercise, or delay in exercising, or only partly exercise a right or power we have does not mean that we have given it up or waived it, or that we cannot exercise it, or other rights and powers, later.

## No representations or warranties by us

31. We make no promises or representations, and there are no conditions or warranties in this policy, except those expressly written in this policy and any conditions and warranties that the *Trade Practices Act 1974* (Cth), the *Australian Securities and Investments Commission Act 2001* (Cth) Part 2 Division 2 and the *Fair Trading Act 1990* (Tas) say cannot be excluded from or are implied within this policy.



## Giving notices

32. The only way to give a notice under this policy is to send it by fax or by mail/e-mail, to the correct fax number or address in your schedule. It is deemed to be received by you, in either case, on the day we send it.

## Assignment

33. No assignment of any interest under this policy shall bind us unless you have our written consent.

## Double insurance

34. If at any time during the currency of this policy there are any other policy of insurance held by you or any other person which covers you, then we are not liable to pay or contribute to any claim more than a rateable proportion of our liability in respect of any claim.

## What law applies and how disputes are settled

35. Tasmanian law governs this policy. Any dispute over the policy that goes into court must go to a Tasmanian court.

## Interpretation

36. This is what the following words and phrases mean in this policy:

**Act** – the Workers Rehabilitation & Compensation Act (Tas) 1988 as in force at the relevant time, and all subordinate legislation (such as regulations, orders and proclamations) made under or for the purposes of the Act.

**Act of Terrorism** – an act including but not limited to use of force or violence and/or a 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 put the public, or any section of the public, in fear.

**common law cover** – see paragraph 3.

**Motor vehicle** – has the meaning given to that term by the Motor Accidents (Liabilities & Compensation) Act 1973.

**we or us or our** – AAI Limited ABN 48 005 297 807.

**wages and contract records** – see paragraph 16.

**working day** – a day on which banks are open for general banking business in Hobart.

**you** – each person named as an insured in your schedule.

**your business** – see paragraph 2(c).

Other words and expressions mean what they mean in the Act.

37. In this policy, unless the context calls for another meaning:
- a. the singular includes the plural and vice versa; and
  - b. a reference to one gender is also a reference to the other gender; and
  - c. a reference to currency is to Australian currency.
38. Headings and notes in this document are not part of this policy. They are for convenience only and do not affect interpretation.

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## KNOW NOW



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- Find us on the web at [gio.com.au](http://gio.com.au)
- Email [giopolicy@gio.com.au](mailto:giopolicy@gio.com.au)
- Post **TAS Policies, GPO Box 52, Woden, ACT 2606**

### Who we are

This insurance issued by

AAI Limited

ABN 48 005 297 807

AFSL No. 230859 trading as GIO



WORKERS COMPENSATION