

employers' indemnity policy

Workers Rehabilitation and Compensation Act of The Northern Territory of Australia

The attention of policyholders is particularly directed to Condition No. 2 of the Policy. It is essential that this Condition be explained to all Supervisors, Department Heads etc., as it is important that the Company's medical officer should have an immediate opportunity to examine injuries arising out of and in the course of employment.

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 or proceedings, and all information as to any verbal notice of claims, 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 payment, settlement or admission of liability in respect of any injury to or claim made by any 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 any 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 any 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 any necessary documents for the purpose of vesting such rights in the Insurer.
6. **Precautions:** The Employer shall take all reasonable precautions to prevent injuries.
7. **Injury:** So far as reasonably 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 conjunction 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 book must be kept:** The name and earnings of every worker employed by the Employer shall be entered regularly in a proper Wage 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 any office duly authorised 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 any period of indemnity and if the total amount differs from the amount on which the 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 or quotation terms.
12. **Assignment:** No assignment of interest under this Policy shall bind the Insurer unless the written consent of the Insurer is endorsed onto the Policy.

13. **Cancellation of policy:** The Insurer may at any time, by giving written notice to the Employer, cancel the 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 seven 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 cancellation shall be adjusted on a pro rata basis in the manner provided by Condition 11 of the 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.

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By virtue of the Workers Rehabilitation and Compensation 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/her liability under the Act (other than Part IV of 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.

The Insured described in the Schedule (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 in the Schedule in the Northern Territory of Australia. The Employer has made to CGU Workers Compensation (hereinafter called the Insurer), an Insurer approved by the Authority, a written proposal and declaration, as described 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.

In consideration of the payment of the Employer to the Insurer of the above mentioned premium (which premium is subject to adjustment) if, during the period of indemnity described in the Schedule 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. The Employer is liable to pay any other 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.

This Policy shall not extend to any business or occupation other than that described in the Schedule, unless and until particulars shall have been supplied to and accepted by the Insurer, and the acceptance of such extension endorsed in the Schedule by the Insurer. It is further agreed that the above indemnity is made subject to the due and proper observance and fulfilment by the Employer of the Conditions hereunder.

This Policy shall be subject to the Act and the Rules and Regulations made, all of which are deemed to be incorporated into, and form part of this Policy.

