GIO Workers Compensation

Western Australia Employer Indemnity Policy

Contents

1. Preamble

1. Under the Workers Compensation and Injury Management Act 2023 an employer must obtain from a licensed insurer a workers compensation policy for the full amount of the following liabilities of the employer that arise in respect of employment during the period of insurance —

a. any liability of the employer that arises under the Act to pay compensation or make any other payment in respect of an injury to or the death of a worker;

b. any liability of the employer to pay damages in respect of an injury to or the death of a worker if the employer is liable to pay compensation under the Act in respect of the injury or death, other than an injury to or the death of a deemed worker (as defined in section 200 of the Act) of the employer.

2. The words "we", "us" and "our" in this document refer to GIO, a licensed insurer.

3. The words "you" and "your" in this document refer to the employer named in the Schedule to this document.

4. You (the employer) described in the Schedule to this policy have applied for the issue or renewal of a policy and provided the required information to be covered by this policy upon payment of an agreed premium. That application and the supporting information including the remuneration declaration contain the particulars and statements which the Employer and Insurer agree are the basis of this policy and form part of this policy.

5. This policy covers only the employer entity described in the Schedule unless details of another entity have been supplied to us and we have confirmed its acceptance of the extension of the policy.

6. We have agreed to issue this policy to cover you for the policy period, on the following terms. The premium that you must pay us, and the policy period are set out in the Schedule. The premium is subject to adjustment as set out in the Conditions below.

2. Definitions

The following definitions apply to the words used in this policy.

"Act" means the Workers Compensation and Injury Management Act 2023 as amended from time to time, including any subordinate rules and regulations.

"Act of Terrorism" has the meaning given in section 287(1) of the Act.

"Contractor" means any individuals contracted by you for the performance of work of a kind described in the Act, Section 12(2)(c).

"Damages" means 'damages' as defined in the Act, Section 200.

"Injury" means 'injury' as defined in the Act, Section 6.

"Policy"

a. means a workers compensation policy as defined in section 202(1) of the Act; and

b. includes —

   i. this policy; and

ii. the Schedule to this policy; and

iii. the policy application; and

iv. the cover note; and

v. any endorsement, whether specified in the Schedule or in a separate document; and

vi. any remuneration estimate, declaration or supporting information required by the Act pertaining to the policy or the policy period.

"Policy period" means

a. a period of insurance beginning on the start date shown in the Schedule and ending on the end date shown in the Schedule; and

b. any period for which the policy is renewed.

"Remuneration" has the meaning given in —

a. section 200 of the Act; and

b. any regulations, rules or guidelines issued by WorkCover WA.

"Schedule" means the document pertaining to this policy and titled "Policy Schedule".

"Worker" —

a. has the meaning given in sections 12(2) and 13 to 15 of the Act; and

b. means a working director, as defined in section 16 of the Act, if the issue or renewal of this policy under Part 5 of the Act is on the basis that the working director is a worker; and

c. means a person who —

i. under section 215 of the Act is a worker for whom the principal and the contractor are taken to be the employers; or

ii. it has been determined works for you under an avoidance arrangement within the meaning of section 222 of the Act.

3. Liabilty for compensation

If you are liable under the Act to pay compensation or any other payment in respect of an injury or death to a worker from employment during the period of insurance, we will indemnify you against that payment and in addition, will pay all reasonable costs and expenses you incur with our written consent.

4. Liability for damages

We will indemnify you against any damages you are liable to pay, and any reasonable costs and expenses you incur for that liability with our written consent, subject to any limits and exclusions authorised under the Act and the conditions of this policy if —

a. you are liable to pay damages in respect of an injury or death to a worker from employment during the period of insurance;

b. the worker is entitled to receive compensation under the Act and recover damages (subject to Part 7 Division 3 of the Act) from you in respect of the injury or would have been entitled to so recover from you in respect of the injury if the worker had not died.

5. Policy limit on liability to pay damages

We will not pay more than the agreed amount specified in the Schedule for liability to pay damages (an amount that is not less than an aggregate amount of damages exceeding $50,000,000) arising out of all claims in respect of a single event, regardless of how many workers are injured.

6. Exclusions to our requirement to indemnify employer against liability to pay compensation or damages

We will not indemnify you for any liability to pay compensation or damages in respect of —

a. a declared act of terrorism (see section 289 of the Act); or

b. a claim directly or indirectly occasioned by any event happening through or in consequence of war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection or military or usurped power (see regulation 100(2)); or

c. any circumstance provided for in section 241 of the Act that permits us to refuse to indemnify you against liability for compensation or damages, or both.

7. Exclusion to insurer's requirement to indemnify employer against liability to pay damages

In addition to the exclusions listed in clause 6, we will not indemnify you against liability to pay damages —

a. to a person other than the worker who suffered the injury, unless the person is a person to whom damages are due and payable, or may be claimed, in respect of the definition of damages in section 200 of the Act; or

b. in relation to a claim brought in respect of an injury occurring outside Australia (see regulation 100(3)(a)); or

c. in relation to a claim brought against you outside Australia (see regulation 100(3)(b)); or

d. to a person who —

   i. under section 215 of the Act, you, as the principal, are taken to be the employer of; or

ii. is found to work for you under an avoidance arrangement, within the meaning of section 222 of the Act; or

e. that are exemplary or punitive damages (see regulation 100(4)(a)).

8. Policy conditions

The following conditions apply to the insurance cover provided by this policy —

a. misrepresentation — subject to section 240 of the Act, the proposal for the insurance, and any other information supplied to us by you or on your behalf, form the basis of this policy and must contain no misrepresentations, whether unintentional or otherwise;

b. written notice — every notice or communication given to us under this policy must be delivered in writing, which may be in electronic form, to the office from which the policy was issued;

c. notice of injury —

i. you must notify us of any injury as soon as practicable after you (or your representative) receive information about the occurrence of an injury or about any incapacity arising from an injury; and

ii. you must give us every written notice of claim or legal proceedings, and information as to any verbal notice of claim or legal proceedings, immediately after it is received by you;

d. litigation, settlement or admission of liability — you must not, without our written authority, incur any litigation expense, or make any payment, settlement or admission of liability, in respect of an injury to, or claim made by, a worker;

e. defence of proceedings, subrogation and use of your name —

i. we are entitled to use your name in any legal proceedings in respect of anything indemnified under this policy and to exercise any rights you may have against anyone to recover any payments that we make on your behalf; and

ii. we are entitled to be subrogated to all rights that you may have against any persons who may be responsible in relation to a claim for an injury covered by this policy and, when we require it, you must execute any necessary documents to assist us in taking action in your name;

f. assistance — in respect of any injury, you must give us any information, documents and assistance we request and otherwise cooperate with us in the management, defence or settlement of any claim;

g. right of inspection —

i. after an injury to a worker, you must not, as far as reasonably practicable, alter, repair or dispose of any works, machinery, plant, tools or equipment involved in the injury, or documents pertaining to the injury, without our consent, which will not be unreasonably withheld; and

ii. we may, at all reasonable times, inspect the works, machinery, plant, tools, equipment and documents pertaining to the injury;

h. premium calculation — unless you have an adjustable premium policy, the first premium and every renewal premium payable to us will be calculated on the amount of the remuneration you estimate you will pay or be liable to pay during the year following the issue or renewal of the policy, including all amounts you estimate you will pay contractors;adjustment of premium —

   i. within 1 month after the expiry of the policy period you must provide us with a statement of the aggregate amount of all remuneration paid or payable by you in that year (including remuneration paid to contractors) and, if required, the number of workers and contractors you employed or engaged in that year; and

   ii. unless you have an adjustable premium policy, if the amount of the remuneration, the number of workers and contractors or the type of business in which they were engaged differs from the information on which the premium for that year was calculated, the premium will be adjusted and you must pay a further premium to us or we will refund part of the premium to you, subject to our retaining a customary minimum premium;

i. remuneration records — you must keep current and accurate records (remuneration record) of the names of, amounts paid to and dates of payments to, your workers and contractors unless —

   i. you are a principal with respect to remuneration paid to contract workers employed by a contractor and the contractor holds a workers compensation policy that extends to indemnifying the principal; and

   ii. at the issue or renewal of a policy you provide details of the workers compensation policy under which the principal is indemnified (see section 221 of the Act);

j. inspection or audit of remuneration record — at any time, not limited to the policy period, you must allow an officer authorised by us to inspect your remuneration record and any other record given to us that is relevant to the calculation of your premium or to arrange for an audit of those records;

k. assignment — you must not assign your interest in this policy without our written consent;

l. waiver — you must not rely on any waiver of any provision of this policy unless we have confirmed the waiver to you in writing;

m. cancellation — if permitted by WorkCover WA to do so, we may cancel this policy and, in that event —

   i. you must provide us with an account of the remuneration you have paid in the most recent year of the policy period up to the day of cancellation; and

   ii. we will adjust the premium as described above and refund any unearned premium.

Contact us

- Phone **13 10 10**
- Find us on the web at **gio.com.au**
- Email **giopolicy@gio.com.au**
- Post **WA Policies, GPO Box B50 Perth WA 6838**

Who we are
This insurance issued by
AAI Limited ABN 48 005 297 807 AFSL 230859
trading as GIO.
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WORKERS COMPENSATION

GIO WORKERS COMPENSATION PRIVACY STATEMENT

ACT, NT, TAS and WA

Privacy is Important….

…especially when you consider the number of ways we communicate and interact these days. That's why we've put together this statement. It explains how we collect, hold, use and disclose your personal information and who we share it with.

And because it's guided by privacy laws, you can be sure it takes your rights seriously.

Above all, this statement is your assurance that we never take your privacy for granted and always take the utmost care in protecting your personal information.

AAI Limited trading as GIO, is the insurer and issuer of your workers compensation insurance product and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;
- assess and investigate any claims you make under one or more of our products;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies;
- manage and administer workers compensation insurance cover requirements; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.

What happens if you don't give us your personal information?

If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you. They may also use your personal information to help them provide products and services to other customers, but they'll never disclose your personal information to another customer without your consent.

Under various laws we will be (or may be) authorised or required to collect your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Workers Rehabilitation and Compensation Act 1988 (TAS), Workers Compensation and Injury Management Act 2023 (WA), Return to Work Act 1986 (NT), Workers Compensation Act 1951 (ACT), Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Taxation Administration Act 1953, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations.

We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;

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- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example:
  - information technology providers,
  - administration or business management services, consultancy firms, auditors and business management consultants,
  - marketing agencies and other marketing service providers,
  - claims management service providers
  - print/mail/digital service providers, and
  - imaging and document management services;
- any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;
- a third party claimant or witnesses in a claim;
- accounting or finance professionals and advisers;
- government, statutory or regulatory bodies and enforcement bodies;
- policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- the Australian Financial Complaints Authority or any other external dispute resolution body;
- credit reporting agencies;
- other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- legal and any other professional advisers or consultants;
- hospitals and, medical, health or wellbeing professionals;
- debt collection agencies;
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.gio.com.au/privacy, or you can call us for a copy.

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

Your personal information and our marketing practices

Every now and then, we and any related companies that use the GIO brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services (you can see the full list of persons and organisations under 'How we handle your personal information'). We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you. We may also use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

How to access and correct your personal information or make a complaint

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.

The Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in Contact Us.

Contact us

For more information about our privacy practices including accessing or correcting your personal information, making a complaint or obtaining a list of overseas countries, you can:

- Visit www.gio.com.au/privacy.
- Speak to us directly by phoning 13 10 10 or by
- Email us at WC.Complaints@suncorp.com.au