

EMPLOYERS' INDEMNITY

INSURANCE APPLICATION

I/we request CGU Workers Compensation issue to me/us in respect of the business, trade, work or occupation described below ("Business") whether carried on at the situation set out below or elsewhere a policy indemnifying me/us (subject to the exclusions described in the policy) against my/our legal liability to pay:

- a) to or in respect of any "worker" within the meaning of the Workers' Compensation and Injury Management Act 1981 ("Act"), compensation under the Act arising from injury suffered by the worker; and
- b) damages at Common Law and under the Fatal Accidents Act 1959, the Law Reform (Miscellaneous Provisions) Act 1941, and the Law Reform (Contributory Negligence and Tortfeasors Contribution) Act 1947, arising from injury sustained by a "worker" during the course of their employment in the Business.

The limits at Common Law and Territorial limits are more particularly described in the Employers' Indemnity Policy.

PRIVACY AND YOUR INFORMATION

We use information provided to us so we can offer our products and services as well as to manage claims. This means we may need to collect personal information, and sometimes sensitive information (for example, health information for workers compensation insurance). We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

CGU will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. If the information is sensitive information, we will only use the information for the purposes it was initially collected, other directly related purposes, or purposes to which you otherwise consent. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover or may delay the assessment of your claim.

We may share this information with companies within our group, government and law enforcement bodies if required by law and others who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact us at privacy@cgu.com.au or 13 15 32 and we will send you a copy. We recommend that you obtain a copy of this policy and read it carefully.

If you are providing information about someone else, you must not provide us with the information unless you have clear consent from that person to do so and let them know about our Privacy Policy and where to find it.

By providing us with information, you agree to this information being collected, held, used and disclosed as set out in our Privacy Policy.

Our Privacy Policy also contains information about how you can access and seek correction of your information; complain about a breach of the privacy law, and how we will deal with your complaint.

WHEN COMPLETE, PLEASE FORWARD THIS APPLICATION TO:

CGU Workers Compensation
46 Colin Street West Perth WA 6005
GPO Box 929 Perth WA 6843
Tel 1300 307 952 or (08) 9264 2238
Fax (08) 9264 2899

Please Note: If insufficient space in any section, provide details on a separate page

Period of Insurance

The date you would like your policy to start

D	D	/	M	M	/	Y	Y
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The expiry date of your policy will be 4.00 p.m. on

D	D	/	M	M	/	Y	Y
---	---	---	---	---	---	---	---

CGU Workers Compensation use only

Policy no.

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Business details

Full name of employer (legal entity)

ABN

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Workcover number (if known)

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Business email address

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Are you registered or required to be registered for GST purposes?

No

☐

Yes

☐

Please provide us the entitlement to Input Tax Credit

%

Business or trading name

Postal address

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Postcode

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Private telephone no.

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Business activities

Please list **all** of your business activities including any that are undertaken at or from other locations. Include the estimated total gross Wages (as defined in 2 of "Important Notices") paid for each activity and for all workers, family members, working directors, contractors, subcontractors and workers engaged by subcontractors.

For Example: Business Activities	Situation Address	Estimated Gross Wages (as defined)
1. Building Boats	1. As above	\$100,000
2. Retailing Boats and Boating Accessories	2. As above	\$50,000
3. Retailing Boats and Boating Accessories	3. 121 Shop Street, Workville	\$50,000

Business Activities	Location/Situation Address	Estimated Gross Wages (as defined)

1. Direct employees (including family members employed in the business)

Business Activities	Number of Workers	Total Gross Wages (as defined)

2. Working Directors (Insuring Working Directors is optional. See explanation 3 under “Important Notices”.)

If a Director works for or on behalf of the company and their earnings are in substance for personal manual labour or services, then they can be covered for statutory benefits at the option of the Insured. If cover is required, the name and total Wages (as defined) paid to each Working Director must be shown below.

Please note that Working Directors of public companies are not considered workers under the Act.

Is cover for Working Directors required? No ☐ Yes ☐ Please provide details

Full name	Wages or salary component	All other remuneration (see Wages definition)	Total

3. Working Contractors (See explanation 5 under “Important Notices”)

If the engagement of working contractors is in substance a return for their manual labour or services and the contract is for the purpose of your trade or business then these working contractors **must** be insured.

Do you expect to engage any such Contractors? No ☐ Yes ☐ Please provide details

Category	Type of work performed	Total value payments to contractors	% use to estimate labour component	Value of labour component
Individual Contractors providing their own labour & light plant or hand tools e.g. a labourer for a bricklayer.			Multiply by 90%	
Individual Contractors providing their own Labour and Heavy Plant e.g. a road-making contractor.			Multiply by 50%	
Individual Contractors providing Labour and Substantial Amount of Materials e.g. a carpenter supplying timber.			Multiply by 40%	
Individual Contractors who have been paid a Total Contract Price to carry out a Complete Contract including Labour, Plant and Materials e.g. a contract to landscape a park.			Multiply by 30%	

4. SECTION 175 Workers of Contractors (See explanation 6 under “Important Notices”)

Do you engage contractors who employ workers to work on your premises or on premises under your control or management?

No ☐ Yes ☐ Please provide details

Nature of Contract and Type of Work Performed	Total Value of Contract	Estimated Wages (as defined) component of Contract Value

5. Related/Associated Companies

Do you have any Parent and or Subsidiary Companies that operate at or from the above or any other location(s)?

No ☐ Yes ☐ Please provide details

Please note if you require a quote for any of the above a separate quotation request for each entity will be required.

Full Name of Parent and or Subsidiary	Company Business Activities

6. Contractual Obligations (See explanation 7 under “Important Notices”)

Have you entered into or do you intend to enter into any contractual arrangements under which you agree to indemnify or hold harmless any Principal or any other person?

No ☐ Yes ☐  Please provide details

It should be understood when completing this section that cover will not necessarily be granted by CGU Workers Compensation.

General Questions (Please answer all questions where applicable)

1. Have you any policy of insurance with any other insurer covering any portion of your liability under the Act?

No ☐ Yes ☐  Please provide details

2. Have you previously held any Employers' Indemnity Insurance Policy with any other insurer for this business or any other business?

No ☐ Yes ☐  Please provide details

Name of Insurer	Policy Period

3. Please supply details of your claims history over the past five years. Refer to previous insurer for this information.

Insurer	Period of Insurance	No of Claims	Amount Paid	Outstanding	Total

4. Has any employee made any claim for common law damages on you within the last 5 years?

No ☐ Yes ☐  Please provide details

5. Have you engaged any employees in Western Australia to perform work outside Western Australia or overseas?
(See explanations 8 and 9 under "Important Notices")

No ☐ Yes ☐  Please provide details

Name the State, Territory or Country	State number of employees	How long with they be employed outside WA?

Risk Management (Please answer all questions)

- | | | | | |
|--|----|--------------------------|-----|--------------------------|
| 1. Do you have an injury management system in accordance with the Injury Management Code of Practice? | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |
| 2. Do you assess the physical capabilities of all new employees by having them complete a pre-employment form? | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |
| 3. Do you require all new employees to undertake pre-employment medical examination? | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |
| 4. Do you have induction and training records for each employee and are they regularly updated? | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |
| 5. Are regular documented hazard inspections carried out in each workplace? | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |
| 6. Do you have written job procedures for potentially hazardous tasks? | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |
| 7. Are all accidents and potentially serious incidents investigated to establish and eliminate the causes? | No | <input type="checkbox"/> | Yes | <input type="checkbox"/> |

Declaration

I/We request CGU Workers Compensation to issue me/us with an Employers' Indemnity policy.

I/We declare and warrant that all the statements in this application are true.

I/We have not suppressed, misrepresented or misstated any material fact.

I/We have fairly estimated my/our expenditure for gross Wages (as defined) during the period of insurance for which cover is requested.

I/We have read and acknowledge the "Privacy and your information" section of this form.

If you **want to** receive marketing information regarding other products and services (of ours or of a third party) which we believe may be of interest to you, please tick this box. ☐

Signature of Employer

Date

DD / MM / YY

Signature of Employer

Date

DD / MM / YY



Insurer
Insurance Australia Limited
ABN 11 000 016 722
trading as CGU Workers Compensation

Please detach and retain 'Important Notices' notice for your information.

Important Notices

The information referred to in the Important Notices to the Employers' Indemnity Application Form ("Form") is intended only as a guide to assist in the completion of the Form.

INTRODUCTION

Employers' Indemnity Insurance is, by law, a compulsory insurance required by any person or company employing workers as defined in the Workers' Compensation and Injury Management Act 1981 ("Act").

The policy provides indemnity for your legal liability under the Act to make any payment in respect of an injury suffered by any of your workers including indemnity for your Common Law Liability to those workers.

To arrange cover please complete this Form making sure that you understand the notes set out below.

1. Business Description

You are requesting cover for a policy to indemnify you for your liability described above in the business declared on the Form. Unless advised to and agreed by the Insurer, you will not be indemnified for claims by your workers if they are engaged in activities not declared on this Form.

2. Wages Definition

This means all wages, salaries, remuneration, commissions, bonuses, overtime, allowances and the like, director's fees, superannuation contributions (except those made by force of law such as the Superannuation Guarantee), fringe benefits, and all other benefits paid (whether paid in cash or non-cash benefits such as vehicles, equipment, mortgage payments, travel, school fees, etc.) to or in relation to a Worker (including working directors declared as such to us) or to contractors, before deduction of income tax.

Wages do not include termination payments, retirement pay, retrenchment pay in lieu of notice, pensions, "golden handshakes", or weekly payments of workers compensation.

3. Working Directors

Companies (excluding public companies) have the option of covering their working directors under Section 10A of the Act. In relation to such companies, a working director means a director of a company who:

1. executes work for or on behalf of a company; and
2. whose earnings as a director of the company by whatever means are in substance for personal manual labour or services.

To obtain cover, a working director(s) must be named on the Policy and their total Wages (as defined) must be declared.

Companies must also provide supporting particulars to verify the aggregate amount paid to their working director(s) with the actual wages declaration and you may also be required to verify the amount in the event of a claim.

Statutory benefits cover is provided for named working directors. Common law cover may not be provided for claims by working directors unless, amongst other things, they can establish they were working under a contract of service for the company.

Note: Working directors of public companies cannot "opt in" under Section 10A and are not considered to be workers under the Act.

4. Obligation of Principals to Working Directors (avoidance arrangements)

Principals engaging contractors need to be aware that they will be in breach of the Act if they enter into arrangements that are designed to avoid their liability to a worker under the Act.

This situation is known as an 'avoidance arrangement' under Section 175AA of the Act.

Principals are advised to seek advice on their contractual arrangements with their contractors to ensure they are not in breach of the Act as penalties apply.

5. Working Contractors and Sub-Contractors

Contractors and sub-contractors who have been engaged by you for the purpose of your trade or business under a contract for service (i.e. not direct workers) and whose remuneration by whatever means is in substance a return for their personal manual labour or services, are considered to be your 'workers' under the Act.

Premium is assessed on the labour component of contractor payments and varies according to the type of work undertaken. Please show details for such contractors or sub-contractors under Section 3 of the Form.

6. Workers engaged by Contractors and Sub-Contractors

Section 175 of the Act makes you jointly and severally liable for injury to the workers of any of your contractors or sub-contractors. It is therefore important that you satisfy yourself that all contractors and sub-contractors have insurance covering their own workers.

Please note, however, that by obtaining a Certificate of Currency for such Contractors and Sub-contractors you do not take away your obligation to declare them on your insurance declaration. You will only be protected against claims made against you by persons engaged by Contractors and Sub-contractors under a contract of service for the Act benefits. No cover is provided for common law.

7. Contractual Obligations

The Employers' Indemnity policy does not provide cover for any contractual arrangements whereby you agree to indemnify and/or hold harmless any Principal or any other person.

If you have entered into or intend to enter into any contractual arrangements whereby you agree to indemnify and/or hold harmless any Principal or any other person it is necessary to declare complete details with any request for extension of cover. Please note, however, that a request for such an extension of cover will not necessarily be granted.

8. Workers Employed Across State Boundaries

The Workers' Compensation and Rehabilitation Amendment (Cross Border) Act 2004 is designed to clarify the workers' compensation coverage of workers who work in different states. The new "cross border" provisions reflect nationally agreed principles which are being progressively adopted by all workers' compensation jurisdictions to clarify which state or territory individual workers are connected to.

State of Connection

To make it simpler for employers to determine the appropriate "State of Connection" in which to insure workers, a sequential three-step process is involved.

1. The State or Territory in which the worker usually works in that employment and therefore spends the greatest proportion of their working time.
2. If no jurisdiction is identified in step 1, the State or Territory in which the worker is usually based for the purposes of that employment. To help determine this, consideration would be given to the work location specified in the worker's contract, the location the worker routinely attends, the location from which the workers wages are paid.
3. If steps 1 or 2 don't apply it becomes the jurisdiction in which the employer's principal place of business in Australia is located. This can be determined from the Australian Business Register or the Australian Securities and Investment Commission's National Names Index.

If a State of Connection cannot be determined for an injured worker and the worker is not entitled to compensation under laws of a place outside Australia, a State of Connection exists in the State the worker is in when the injury occurred.

Temporary Work Arrangements

In deciding whether a worker usually works in a particular State, an employer must have regard for any temporary working arrangements. Periods of not more than six months working interstate may be considered temporary. This removes the need to have two workers' compensation policies for workers temporarily working interstate. Should an interstate working arrangement be planned for or continue beyond six months, the State of Connection will need to be reconsidered to determine if it remains temporary, or is a permanent arrangement.

It is important to note that a claim will not be accepted under this policy unless the State of Connection "test" for Western Australia is met.

9. Employees Working Overseas

If a worker who usually works for you in WA is required to temporarily perform work overseas, then the worker will be covered for the benefits of the Act for a period of up to six months, which may be extended upon request.

Although this cover is automatic, we do need to know in which country your workers will be engaged.

NO COVER is provided for claims made against you for damages under the Fatal Accidents Act 1959, the Law Reform (Miscellaneous Provisions) Act and the Law Reform (Contributory Negligence and Tortfeasors Contribution) Act 1947 and at common law for employees working overseas.

10. Policy Limit for Common Law Liability

The Policy has a \$50 million limit for common law liability and costs in respect to any one event regardless of how many workers are injured by that event.

11. Mining Risks

The Policy does not provide cover for industrial disease (i.e. the diseases of pneumoconiosis, mesothelioma and/or lung cancer) arising from employment on the site of a Prescribed mine. All employers who have workers engaged on the site of a Prescribed mine are required to effect cover for industrial disease with the Insurance Commission of WA.

12. Renewal Procedure

The premium will be calculated on the amount of Wages (as defined) you estimate you will pay during the period of insurance. After the expiry of the period, the correct amount of Wages actually paid by you must be provided to us. If the amount of Wages declared to us differs from the estimated amount, the premium will be adjusted and you must pay a further premium to us or we will refund premium to you, subject to our retaining a customary minimum premium. Except for declared working directors, the calculation of premium is unrelated to the rate of weekly payments of compensation prescribed by the Act.

13. Injury Management System and Return to Work Programs

All employers are required to have an Injury Management System (IMS) in place in accordance with the Injury Management Code of Practice. The purpose of the IMS is to ensure that employers are able to respond to workers' compensation claims quickly and properly, so that injured workers can remain at work or return to work at the earliest appropriate time.

Additionally, all employers are required to have a Return to Work Program (RTWP) established in accordance with this Code as soon as practicable following an injury to a worker. Alternatively, you are able to transfer your obligation to establish a RTWP to CGU Workers Compensation as your insurer by putting that request in writing when you submit the claim, however you must still cooperate in the process.

Should you require assistance in implementing an IMS, establishing and monitoring a RTWP or would like a copy of the Injury Management Code of Practice, please contact a CGU Injury Claims Consultant or our Injury Management Advisors.

Information on IMS or a copy of the Code of Practice can also be obtained by contacting WorkCover on 1300 794 744 or by accessing their website at <http://www.workcover.wa.gov.au>.

Please note that penalties apply under the Act to employers for not having an IMS in place which is in accordance with the Code of Practice and/or for non-compliance with a RTWP.



Insurer
Insurance Australia Limited
ABN 11 000 016 722
trading as CGU Workers Compensation

CONTACT DETAILS

Enquiries 13 24 81
Claims 13 24 80

Mailing address

GPO Box 9902 in your capital city

Sydney

388 George Street
Sydney NSW 2000

Perth

46 Colin Street
West Perth WA 6005

Melbourne

181 William Street
Melbourne VIC 3000

Adelaide

80 Flinders Street
Adelaide SA 5000

Brisbane

189 Grey Street
South Bank QLD 4101



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