



Employers' Indemnity Proposal Workers Rehabilitation and Compensation Act of The Northern Territory of Australia

Proposal, Agreement And Declaration In Respect Of Employers' Indemnity Policy

I/We hereby request that you issue to me/us a Policy indemnifying me/us against my/our liability in respect of claims for personal injury or disease sustained by "Workers" as defined by the Workers Rehabilitation and Compensation Act of the Northern Territory.

- a) to pay compensation under the Workers Rehabilitation and Compensation Act of the Northern Territory in force at the commencement of the indemnity, and
- b) to pay an amount not exceeding \$2,000,000 in respect of liability, independently of the Workers Rehabilitation and Compensation Act, for an injury to a worker in my/our employment.

including all costs and expenses incurred with the consent of CGU Workers Compensation (the Company) in connection with any claim which is the subject of indemnity granted in terms of this proposal.

Period of Indemnity

The date you would like your policy to start

The expiry date of your policy will be 4.00 p.m. on

and thereafter to four o'clock in the afternoon of the last day of any subsequent period in respect of which premium has been paid to the Company and the Company has agreed to accept the sum for the continuation of the indemnity.

CGU Workers Compensation use only

Policy no.

Broker/Agent name

The Business

Employer name*

Trading name of business

Employer's postal address
Postcode

Business postal address
Postcode

Telephone Number Facsimile Number

Employer's business or trade (description)

Location of business

Australian Business Number (ABN) Input Tax Credit Entitlement %

*for the purposes of this proposal, Employer includes a reference to each and every member of a partnership.

Please tick (✓) Yes or No and give details as requested.

7. a) Do you expect to engage contractors who will supply you with an ABN to carry out any work in respect of the business to be insured? Yes No
- b) Do you expect any of those contractors will employ any persons who will not supply an ABN or with whom the contractor will agree in writing that an ABN will not apply to the work or service performed by that person? Yes No
- c) If Yes to 7(b), do you undertake to satisfy yourself on every occasion that the contractor with whom you have contracted holds a current policy of insurance indemnifying that contractor in respect of that contractor's obligations pursuant to the Workers Rehabilitation and Compensation Act? Yes No
- d) Alternatively, do you desire indemnity under the Workers Rehabilitation and Compensation Act against your liability to the employees of contractors pursuant to s.127 of the Workers Rehabilitation and Compensation Act? Yes No
- If Yes, full particulars should be provided in section E.**

8. In respect of your liability as an employer, has any insurer:

- a) Permitted withdrawal of or declined any proposal?

If Yes, state name/s of insurer/s.

- b) Cancelled or refused to renew a policy?

If Yes, state name/s of insurer/s.

9. Have you during the past 5 years held a policy in respect of your liability as an employer?

If Yes, State:

- a) Name of insurer/s.

- b) Particulars of claims.

Description of employees and the estimated amount of wages, salaries and other earnings to be paid or allowed during the period of indemnity.

Section A – Wages or Salaried Employees

Estimate of Payments for Future Period		
Occupation	No. of Employees	Estimated Future Payments

Section B – Immediate Family Members

Complete for those family members who are to be covered in the next period.

Estimate of Payments for Future Period			
Name of Member	Relationship to Employer	Occupation	Gross Payments

Declaration

I/We hereby declare and warrant that all the above statements together with particulars supplied in any attachments, which I/we have read over and checked, are true; that I/we have not suppressed, misrepresented, or misstated any material fact; that I/we have fairly estimated my/our total wages, salaries and other relevant expenditure. I/we agree that the name of every worker and/or person to be included in the Indemnity together with the amount of wages or salary or other earnings paid or allowed to him/her shall be entered regularly in the proper Wages Book and such Wages Book shall be submitted to the inspection of the Company or of an officer duly authorised by it whenever required for the purpose of verifying the total amount paid or the correctness of a claim. I/we agree to supply to the Company at the expiration of the current term for which this Policy is issued or any renewal thereof, a correct statement of all such wages, salaries and other earnings paid or allowed, or when required the number of employees engaged during the period of indemnity concerned, and I/we agree that the first Premium and all Renewal Premiums that may be accepted are to be regulated by the amount of wages, salaries and other forms of remuneration paid or allowed and/or the number of employees engaged in Agreement and Declaration (which includes anything written or printed on the back hereof) shall be the basis of the contract between me/us and the Company, and I/we agree that this Proposal, Agreement and Declaration (which includes anything written or printed on the back hereof) shall be the basis of the contract between me/us and the Company, and I/we agree to accept the Policy issued by the Company subject to the terms and conditions and memoranda contained therein, endorsed thereon or attached thereto. I/We have read the "Collection, Use and Disclosure of Personal Information" section of this form and I/we consent to Insurance Australia Limited trading as CGU Workers Compensation handling my/our personal information in the manner described in that section.

Signature of Employer

Date

Your duty of disclosure

Before you enter into a contract of general insurance with an insured, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- ◆ that diminishes the risk to be undertaken by the insurer
- ◆ that is of common knowledge
- ◆ that your insurer knows, or, in the ordinary course of his business, ought to know.

Non disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its beginning.

NOTES

Gross Payments Include:

For Wage and Salary Earners, Family Members and Company Directors

- i) Wages, salaries, bonuses, allowances, commission and all other remuneration paid, including pays in respect of holidays, sickness and long service leave.
- ii) Overtime.

For Other Persons or Contractors

- i) all payments made including payments for labour, materials, hire of tools, equipment and the like.

Incorrect completion of this form could void your insurance policy and make you responsible for payment of any workers' compensation claims plus other penalties.

Office Use Only	
Premium as per Section A,B,C,D	
Stamp Duty	
TOTAL	

Privacy and Your Information

Collection Use and Disclosure of Personal Information

We need to collect, use and disclose personal information about you and anyone else to be insured under this policy. The Workers Rehabilitation and Compensation Act authorises us to collect this information. You can choose not to provide us with some of the information requested but this may affect our ability to assess your application and determine the premium.

1. By providing your personal information to us, you consent to us –
 - (a) collecting and using that personal information for the purposes of –
 - (i) assessing, underwriting and issuing this or any subsequent policy;
 - (ii) providing the cover and administering this or any subsequent policy;
 - (iii) assessing, investigating and otherwise dealing with any claim under this or any subsequent policy; and
 - (iv) offering any discount or benefit.
 - (b) for the purposes in (a), disclosing personal information (on a confidential basis) to and collecting personal information from -
 - (i) related entities, investigators, mercantile agents, wage auditors, medical providers or any other party providing services to us;
 - (ii) other insurers, insurance intermediaries, government regulators or insurance reference bureaux; or
 - (iii) lawyers and law enforcement agencies.
2. By providing personal information about anyone else, you acknowledge that you are authorised to provide that personal information and that you will inform the other person(s) -
 - (a) who we are;
 - (b) that we will use and disclose that personal information in the same manner as detailed in 1 above; and
 - (c) that they can gain access to that personal information (from 21 December 2001).

Marketing Purposes

We may also use your personal information to make you aware of other products and services which may be of benefit to you.

1. Unless we are informed otherwise, you consent to us –
 - (a) using your personal information for the purposes of us -
 - (i) contacting you by mail, phone or e-mail to provide to you any offer, product or service available from us or any other organisation; or
 - (ii) undertaking planning, market research or product development; (“Marketing Purposes”) and
 - (b) disclosing your personal information for Marketing Purposes to our related entities or any party providing services to us.
2. If you do not want your personal information used or disclosed for Marketing Purposes you must inform us as explained in our Privacy Charter. If you have already informed us you will not need to do so again.

Please note: If you have taken this policy out through an **insurance broker or agent**, we will not use your personal information for Marketing Purposes.

Our Privacy Charter

Further information on how handle your personal information is explained in our Privacy Charter including:

- how to contact us regarding Privacy
- how to inform us to change, cancel or reactivate your marketing consent
- how to access your personal information.

A copy of our Privacy Charter is available by phoning 1300 666 506.