Be part of something bigger.

Employers' Indemnity Insurance
Workers Compensation Policy
Western Australia



Guild INSURANCE

Don't go it alone

Making the choice that's better for you.

Guild Insurance Workers Compensation insurance gives you the confidence you're protected by a leading Australian insurer.

This policy booklet details everything you need to know about your policy, including any exclusions or limitations that apply.

Please read it carefully and keep it in a safe place with your policy schedule.

The value of insurance to a business is undeniable.

Welcome to Guild Insurance

Thank you for insuring with Guild Insurance. We are pleased to provide you with your policy documentation.

Your business is in good company.

Just ask the tens of thousands of Australian businesses we've been protecting for over 60 years.

Since being established in 1963, the ethics of honesty, integrity and professional excellence is what has continued to drive our success.

Our boutique approach to Workers Compensation insurance allows our team to work closely with you to ensure your legal requirements are fulfilled.

So if the time comes to make a claim, you can enjoy the confidence and peace-of-mind that comes with insuring with one of Australia's leading insurance providers.

Cover you can rely on

You and your business are exposed to a number of risks each day, and worrying about them is the last thing you need.

With Guild Insurance you've got peace-of-mind knowing our comprehensive, Workers Compensation insurance is helping to protect you, your staff and your business so you can get on with doing what you do best.

About Guild Insurance

This Policy is underwritten by Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence number 233791, of 171 Collins Street, Melbourne, Victoria 3000. Guild Insurance Limited (hereafter referred to as We, Us or Our). Guild Insurance is 100% Australian-owned and privately held.

If you have any questions, feel free to call Guild Insurance on **1800 810 213**.

Table of Contents

Important Notices	4
Preamble	5
Definitions	6
Liability for compensation	7
Liability for Damages	7
Policy limit on liability to pay damages	8
Exclusions to insurer's requirement to indemnify employer against liability to pay compensation or damages	9
Policy Conditions	10

Important Notices

GST – Goods and Services Tax

This Policy has a GST provision in relation to premiums payable for this Policy.

Your Privacy

We take the security and privacy of Your personal information seriously. We are committed to complying with privacy laws and protecting Your personal information.

We collect personal information directly from You where possible, or from Your representative and/or Your insurance intermediary. We only collect what We need to evaluate, provide and administer insurance products and services, process claims and improve our services. We will seek Your consent before collecting sensitive information unless the law allows otherwise.

We may disclose Your personal information:

- to overseas recipients where relevant, such as offshoring operational and administrative functions to the Philippines under locally incorporated subsidiary Guild Solutions Inc (GSI), some of Our global reinsurers and Fiji for debt recovery administrative services;
- to a person, regulatory bodies or other entities if We are required or permitted to do so by law;
- to a third party which may include Your employer, our distribution partners (including Your professional association where applicable), and Our service providers (including but not limited to Your insurance intermediary, other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance Policy or a claim under this Policy; and
- to inform You of other products and services offered by Us, Our related entities or Your representative.

We take reasonable steps to ensure Your information is handled in line with Australian privacy requirements.

If You choose not to provide the information We request, We may not be able to provide or administer Your insurance or assess and process a claim.

Our Privacy Policy explains how We handle Your personal information, how information is used and disclosed, how information is stored and how You can access or correct it. Our Privacy Policy also informs You on how to make a privacy complaint.

You can read our Privacy Policy at **guildinsurance.com.au/privacy-policy**, call **1800 810 213**, or write to Guild Insurance Limited, Locked Bag 32010, Collins Street East VIC 8003.

Complaints and Disputes Resolution

When a complaint or dispute arises our objective is to resolve any disagreement as amicably and quickly as possible.

If you would like to make a complaint please call us during office hours and speak to one of our staff who will assist you.

In those instances where we and you cannot resolve your complaint to your satisfaction we have a formal complaints and dispute resolution process that is fair, efficient and accessible to all our customers.

You may request that the matter be referred to our internal dispute resolution process. This service is free of cost to you. You can view our complaints resolution procedures at **guildinsurance.com.au/dispute-resolution-process**

If our internal dispute resolution facility is unable to resolve your dispute and you wish to take the matter further we will advise you of any other options including you seeking independent legal advice at your own expense.

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 policy refer to Guild Insurance Ltd, which is a licensed insurer.

3. The words “you” and “your” in this policy refer to the employer named in the Schedule to this policy.

4. You 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.

Definitions

The following definitions apply in this policy —

Act

means the *Workers Compensation and Injury Management Act 2023* as amended from time to time, including any rules and regulations under the Act;

Act of terrorism

has the meaning given in section 287(1) of the Act;

Contractor

means any individual contracted by you for the performance of work of a kind described in section 12(2)(c) of the Act;

Damages

has the meaning given in section 200 of the Act;

Injury

has the meaning given in section 6 of the Act;

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 renumeration 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 attached to this policy 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.

Liability 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.

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; or

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.

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 million) arising out of all claims in respect of a single event, regardless of how many workers are injured.

Exclusions to insurer's 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.

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)).

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;

i. 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;

j. 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);

k. 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;

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

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

n. 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.

Who is the Insurer?

This Policy is issued by Guild Insurance Limited ABN 55 004 538 863,
AFS Licence No. 233791 of 171 Collins Street, Melbourne, Victoria 3000.

Effective date 31 October, 2026.

1800 810 213
guildinsurance.com.au

Guild INSURANCE

Don't go it alone

WRK383800 Employers Indemnity Workers Comp WA Policy 10/2026