# 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**.

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# Important Notices

## Employers Injury Management Obligations, under the Workers Compensation and Injury Management Act 1981

The WA Act:

- authorises WorkCover WA to use a code of practice (injury management) and WorkCover WA will issue, and provide upon request, a copy of the code
- requires the employer to establish and implement an injury management system in accordance with the code; and
- requires the employer to establish and implement a return to work program in accordance with the code.

## 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**, 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.

# Introduction

1. Under the Act (defined below) an employer must obtain from an approved insurance office a Policy of insurance for the full amount of its liability to pay compensation under the Act, or Damages to any Worker employed by it.
2. The words ‘We’, ‘Us’ and ‘Our’ in this document refer to Guild Insurance Limited ACN 004 538 863, which is an approved insurance office.
3. The words ‘You’ and ‘Your’ in this document refer to the Insured named in the Schedule to this document.
4. You have applied in writing to be covered by this Policy upon payment of an agreed premium.
5. We have therefore agreed to issue this Policy to cover you for the Period of Cover, on the following terms.

# Definitions

6. The following definitions apply to the words used in this document. As a reminder, the first letters of the words are printed in upper case.

## Act

means the Workers' Compensation & Injury Management Act 1981 as amended and replaced from time to time, including any subordinate rules and regulations.

## Acts of Terrorism

means any act (on or before the final day referred to in the Workers' Compensation and Injury Management (Acts of Terrorism) Act 2001) including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Business

means the business, occupation, trade or profession described in the Schedule.

## Common Law Liability

means Your liability:

a. to a Worker for Damages;

b. under the Fatal Accidents Act 1959 as amended for an Injury causing the death of a Worker;

c. under the Law Reform (Miscellaneous Provisions) Act 1941 as amended for an Injury causing the death of a Worker; and

d. under the Law Reform (Contributory Negligence and Tortfeasors' Contribution) Act 1947 as amended for an Injury to a Worker.

## Contractors

means any person(s) engaged by You under a contract for service.

## Damages

means damages due, claimed or paid independently of the Act.

## Injury

means injury as defined by the Act.

## Policy

means this document, the Schedule, any endorsement, the application for this policy, and any wages declaration or estimate pertaining to the Period of Cover.

## Period of Cover

means the period of insurance commencing at 4.00pm on the start date shown in the Schedule and ceasing at 4.00pm on the end date shown in the Schedule, and any subsequent period for which the Policy is renewed. 'Period of Cover' has the same meaning as 'Policy Period' in the Act.

## Wages

means 'Remuneration' as defined by the Act and includes all wages, salaries, remuneration, commissions, bonuses, overtime, allowances and the like, directors' fees, superannuation contributions (except those made by force of law), 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' Does not include termination payments, retirement pay, retrenchment pay in lieu of notice, pensions, 'golden handshakes', or weekly payments of workers compensation.

## Schedule

means the document pertaining to this Policy and titled 'Policy Schedule'.

## Worker

means:

a. person who is defined as a worker by the Act;

b. person in respect of whom You are deemed to be an employer pursuant to Section 175 of the Act;

c. person deemed to be Your Worker pursuant to Section 175AA of the Act;

d. a working director as defined in Section 10A of the Act if You have complied with Section 160 of the Act in respect of that working director.

'Worker' has the same meaning as 'Employee' in the Policy.

# Workers' Compensation Insurance

7. If during the Period of Cover a Worker suffers an Injury and You are liable under the Act to make any payment in respect of the Injury, We will indemnify You against that payment and in addition, will pay all reasonable costs and expenses You incur with Our written consent.

# Common Law Insurance

8. If:

   a. You incur Common Law Liability for an Injury during the Period of Cover;

   b. the injured Worker is entitled to recover from You in respect of the Injury both workers' compensation under the Act and Damages at common law (subject to section 92 of the Act), or would have been entitled to≈so recover from You in respect of the Injury if he or she had not died; and

   c. You are entitled to indemnity from Us under this Policy for that workers' compensation liability (or would be so entitled if a claim were made), then We will indemnify You against any Damages You are liable to pay, and reasonable legal costs You incur with Our written consent, for the Common Law Liability subject to the policy limit of the Common Law Insurance and the Exclusions and Conditions of this Policy.

# Policy Limit of the Common Law Insurance

9. We will not pay more than $50,000,000 for Common Law Liability and costs (as specified in the schedule) in respect of any one event, regardless of how many Workers are injured by that event.

# Exclusions

1. The following exclusions apply to the Workers' Compensation Insurance provided at paragraph 7 and the Common Law Insurance provided at paragraph 8.

   We will not indemnify You against:

   a. claims directly or indirectly occasioned by any happening through or in consequence of war, invasion, acts of foreign enemies, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, or Acts of Terrorism;

   b. claims for pneumoconiosis, mesothelioma, lung cancer or diffuse pleural fibrosis arising from employment in any mine or mining operation or claims in respect of other industrial diseases as may be specified by the Minister from time to time, under Section 151(a)(iii) of the Act, as amended and replaced.

2. The following exclusions apply to the Common Law Insurance provided at paragraph 8.

   We will not indemnify You against liability:

   a. to anyone other than the Worker who suffered the Injury, except for liability under the Acts mentioned in the definition of "Common Law Liability";

   b. in respect of an Injury which occurs outside the Commonwealth of Australia or in respect of a claim brought against You outside the Commonwealth of Australia;

   c. to:

      i. a person of whom You are an employer only by virtue of Section 175 of the Act; and

      ii. a person who is Your Worker only by virtue of Section 175AA of the Act;

   d. in respect of exemplary or punitive damages;

   e. against which (at the time of the Injury) You were required by any law to insure Yourself, even if You did not comply with that law. We will, however, indemnify You against such liability to the extent that it exceeds the amount which is or would have been payable under the compulsory Policy, subject to the terms and conditions of this Policy.

# Conditions

The insurance cover under this Policy is provided upon the following additional terms:

## 1. Misrepresentation

1.1 The application for this 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 innocent or otherwise.

## 2. Notices

2.1 Every notice or communication given or made to Us under this Policy must be delivered in writing to Our office from which the Policy was issued. Delivery in writing may be electronic.

## 3. Notice of Injuries

3.1 You must notify Us of any Injury as soon as practicable and You must send Us every written notice of claim, or legal proceedings and information as to any verbal notice of claim or legal proceedings, immediately after You receive it. When a worker completes and provides to you a Workers' Compensation Claim Form accompanied by a First Certificate of Capacity, You have five working days to provide Us the documents.

## 4. Litigation, Settlement or Admission of Liability

4.1 You must not incur any expense of litigation or make any payment (including weekly payments and medical expenses), settlement or admission of liability in respect of any Injury to or claim made by any Worker, without Our written consent.

## 5. Use of your name

5.1 Once We agree that You are entitled to be indemnified by Us, We are entitled to use Your name in any legal proceedings and to exercise any rights You may have against anyone to recover any payments that We make on your behalf. When We require it, You must execute any necessary documents to assist Us in taking action in Your name.

## 6. Your assistance

6.1 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.

## 7. Reasonable Precautions

7.1 You must take all reasonable precautions to prevent Injury to Workers and must comply with all relevant laws, including the Occupational Safety and Health Act 1984 as amended and replaced, and Regulations.

## 8. Right of Inspection

8.1 After an Injury to a Worker, You must (as far as reasonably practicable), not 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). We may, at all reasonable times, inspect the works, machinery, plant, tools, equipment and documents pertaining to the Injury.

## 9. Premium Calculation

9.1 The first premium and every renewal premium payable to Us will be calculated on the amount of the Wages (as defined above) You estimate You will pay or be liable to pay during the year following the inception or renewal of the Policy. Your estimate must include all amounts You estimate You will pay to Contractors, and to nominated directors and or family members You must provide to Us within one month after the expiry of each year of the Period of Cover, a statement of the aggregate amount of all Wages paid or payable by You in that year, and when required, the number of Workers and Contractors You employed or engaged in that year. The Wages You declare must include all payments You made to Contractors. If the amount of the Wages, 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 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.

## 10. Remuneration Record

You must keep accurate and up-to-date records ("Your Remuneration record") of the names of, amounts you pay to, and dates of payments to your Workers and Contractors.

## 11. Inspection of Remuneration Record

11.1 You must at all times (not limited to the Period of Cover) allow any officer authorised by Us to inspect Your Remuneration record.

## 12. Assignment

12.1 You must not assign Your interest in this Policy without Our written consent.

## 13. Waiver

13.1 You must not rely on any waiver of any provision of this Policy unless We have confirmed the waiver to You, in writing.

## 14. Cancellation

14.1 Subject to Our being permitted by WorkCover WA to do so, We may cancel this Policy and, in that event, You must supply us with a correct account of all Wages You have paid in the most recent year of the Period of Cover up to the cancellation. 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

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