

04/07/2024



WA Workers Compensation and Injury Management Act, 1981

Certificate of Currency

STATEMENT OF COVERAGE

The following insurance policy covers the employers' liability under the WA Workers Compensation and Injury Management Act, 1981.

Common Law limited to \$200M in respect of any one event, regardless of how many Workers are injured by that event

This certificate is valid from: 30/06/2024 to 30/06/2025

The information provided in this certificate is correct at: 04/07/2024

EMPLOYER'S INFORMATION

Policy Number

Policy number: WWH0107341

WCN Number

WC00010533

Legal Name

EDITH COWAN UNIVERSITY

Trading Name

Edith Cowan University

ABN

54-361-485-361

ACN/ARBN

Premium (Industry) Classifications

810200 Higher Education

IMPORTANT INFORMATION

This policy does not indemnify the insured for any liability arising directly or indirectly out of Acts of Terrorism.

This policy commences and finishes at 4:00pm on the dates specified above.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Noel Catchpole".

Noel Catchpole

Manager Western Region

Allianz Australia Insurance Limited ACN 000 122 850 ABN 15 000 122 850

Perth Branch
PO BOX K772, Perth, WA 6842, Australia
905 Hay Street, Perth, WA 6000, Australia
Phone 1300 130 664 Fax +0061 (08) 6461 4744

Employers are required to ensure a valid certificate of currency is available for inspection at their principal office or place of business.

Policy No: WWH0107341

04/07/2024



Overseas Common Law

Endorsement attaching to and forming part of Workers' Compensation Policy Number: WWH0107341

Insured: Edith Cowan University

Period of Insurance: 30/06/2024 to 30/06/2025

1. Exclusion 2(b) of the Policy is deleted and replaced with:

(b) relating to:

(i) the enforcement or recognition of a judgment, award or settlement obtained outside the Commonwealth of Australia;

(ii) a claim or legal proceeding brought against you outside the Commonwealth of Australia; or

(iii) an injury for which there is settlement for compensation under an equivalent statutory workers compensation scheme or other applicable compulsory insurance required to be effected by or under a law of a State outside the Commonwealth of Australia.

Terms and Conditions

1. This endorsement does not apply where at any time during the period of travel the country or city or region travelled to has an alert level "Do not travel" or "Reconsider your need to travel" as listed on the Department of Foreign Affairs and Trade website "www.smartraveller.gov.au".

SPECIFIED DATE OF COMMENCEMENT: On and from 4.00pm on the 30/06/2024

Subject otherwise to the Terms, Conditions, Limitation and Exclusion of this Policy.

Principals' Indemnity Version 4

PRINCIPAL'S INDEMNITY ENDORSEMENT

Endorsement attaching to and forming part of Workers' Compensation Policy Number: WWH0107341

The Insured: means the Insured named in the current Schedule or Certificate of Insurance

The Principal :

All Principals as per Terms & Conditions for the period 30/06/2024 - 30/06/2025

Definition of "Principal"

The Principal: means any party with whom The Insured has contracted directly and for whom The Insured has agreed to provide services pursuant to a written contract but excludes any party who does not have a contract directly with The Insured.

The policy is extended as follows:

Notwithstanding Exclusion 2(a) of the Employer Indemnity Policy wording and subject to the terms and conditions of this endorsement, we will indemnify the Principal against Common Law Liability for a personal injury sustained by any person employed by you under a contract of service or apprenticeship if you would be liable under the Workers Compensation and Injury Management Act 1981 (WA) to pay compensation in respect of the injury and you would be entitled to indemnity under the Employer Indemnity Policy in respect of any compensation so recovered, provided that such indemnity:

(a) shall not apply with respect to personal injury occurring outside a State or Territory of the Commonwealth of Australia nor with respect to claims brought against the Principal outside a State or Territory of Australia;

(b) except in the case of the Principal's liability under the Fatal Accidents Act 1959, the Law Reform (Miscellaneous Provisions) Act 1941, the Law Reform (Contributory Negligence and Tortfeasors' Contribution) Act 1947, and any amendments of such Acts, shall apply only to the Principal's liability to the injured worker and shall not apply to the Principal's liability to any other person arising from the worker's injury; and

(c) shall not apply to exemplary or punitive damages.

Terms and Conditions

04/07/2024

1 The indemnity provided by this endorsement only applies where you have a contractual obligation to the Principal to obtain employers indemnity insurance that extends cover to the Principal in respect of the Principal's liability for personal injury sustained by any person employed by you under a contract of service or apprenticeship.

2 The indemnity provided by this endorsement and under the Policy in respect of personal injury sustained by any person is limited to the amount of the Principal's legal liability to such person for damages for negligence or breach of statutory duty only.

3 The indemnity provided by this endorsement and under the Policy shall be limited, in the aggregate, to the amount specified in the Policy to any one person or number of persons arising out of one event.

4 It is a condition precedent to our liability under this endorsement that you comply with the conditions of the Policy.

5 It is a condition precedent to our liability under this endorsement that the Principal complies with the conditions 1 - 8, 12 and 13 of the Policy, as though references in those conditions to "you" and "your" were read as references to "the Principal" or "the Principal's".

6 Where the Principal is entitled to indemnity under this endorsement, we waive any rights of subrogation against the Principal

SPECIFIED DATE OF COMMENCEMENT: On and from 4.00pm on the 30/06/2024.

Subject otherwise to the Terms, Conditions, Limitation and Exclusion of this Policy.

Signed:

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know which may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If You Do Not Tell Us Something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.