

Western Australia Workers Compensation and Injury Management Act, 2023

Certificate of Currency

STATEMENT OF COVERAGE

The following insurance policy covers the employers' liability under the Western Australia Workers Compensation and Injury Management Act, 2023.

Policy limit on liability to pay damages is \$50,000,000 all claims in respect of a single event, regardless of how many workers are injured.

This certificate is valid from: 01/10/2024 to 30/09/2025

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

The information provided in this certificate is correct at: 27/09/2024

EMPLOYER'S INFORMATION

Policy Number: WCN

WWH0108184 WC09281847

Legal Name: ABN ACN/ARBN

GASTECH AUSTRALIA PTY LTD 64-087-801-634

Trading Name: Gastech Australia Pty Ltd

Premium (Industry) Classifications:

942200 Electronic (ex Domestic Appliance) and Precision Equipment Repair or Maintenance

Yours sincerely,



Noel Catchpole

Manager Western Region

Allianz Australia Insurance Limited AFS Licence Number 234708 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 www.allianz.com.au

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

Principals' Indemnity Version 5

PRINCIPAL'S INDEMNITY ENDORSEMENT

Endorsement attaching to and forming part of Workers' Compensation Policy Number: WWH0108184

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

The Principal :

All Principals as per terms and conditions for the period 01/10/2024 - 30/09/2025

Definition

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 and including any subsidiary or related entity of the party with whom the Insured has contracted directly, but otherwise excluding any party who does not have a contract directly with The Insured.

Common Law Liability: means a liability to pay 'damages' as defined in section 200 of the Workers Compensation and Injury Management Act 2023 (WA).

The policy is extended as follows:

Notwithstanding Exclusion 7(a) of the Schedule 3 workers compensation policy 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 2023 (WA) to pay compensation in respect of the injury and you would be entitled to indemnity under the workers compensation policy in respect of any compensation so recovered, provided that such indemnity:

(a) shall not apply in relation to a claim brought in respect of an injury occurring outside Australia (see regulation 100(3)(a)); and

(b) except in the case of the Principal's liability to the dependants or estate of a deceased worker 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

1 The indemnity provided by this endorsement only applies where an Insured entity has 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 one or more of the entities in the Insured group 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 Policy Conditions at clause 8 of the Schedule 3 workers compensation policy, as though references in those conditions to "you" and "your" were read as references to "the Principal" or "the Principals".

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 01/10/2024.

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, may affect our decision to insure you and on what terms.

Policy No: WWH0108184

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.