

LEVEL 15, QBE HOUSE, 200 ST GEORGES TERRACE PERTH WA 6000
 PO BOX 7656 CLOISTERS SQUARE 6850
 Phone: (08) 9466 8600 Fax: (08) 9466 8601



Policy Number: 860638
 EFT Reference No.: 904219593
 Period of Insurance:
 From: 01/04/15
 To: 01/10/15

EXCLUSIVE STRATA MANAGEMENT SERVICE
 PO BOX 779
 VICTORIA PARK WA 6979

The Insured & Situation
 THE OWNERS OF S P 5629
 147 - 159 CHARLES STREET
 WEST PERTH
 WA 6005

RESIDENTIAL STRATA INSURANCE PLAN

INVITATION TO RENEW

Cover Selected	Current	Suggested
POLICY 1 INSURED PROPERTY (Building) Loss of Rent/Temp Accommodation (15%) INSURED PROPERTY (Common Area Contents) Excess 5 Any event of any kind. \$500	8,908,640 1,336,296 36,000	9,264,986 1,389,748 37,440
POLICY 2 PUBLIC OR LEGAL LIABILITY	10,000,000	10,000,000
POLICY 3 VOLUNTARY WORKERS	200,000/2,000	200,000/2,000
POLICY 4 WORKERS COMPENSATION (NSW, ACT, TAS & WA ONLY)	Selected	Selected
POLICY 5 FIDELITY GUARANTEE	100,000	100,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	2,000,000	2,000,000
POLICY 7 MACHINERY BREAKDOWN	Not selected	Not selected
POLICY 8 CATASTROPHE INSURANCE (Insured Property) Extended cover – Rent/Temp Accommodation Escalation in Cost of Temp Accommodation Cost of Storage and Evacuation	Not selected Not selected Not selected Not selected	Not selected Not selected Not selected Not selected
POLICY 9 Government Audit Costs Appeal expenses - common property health & safety breaches Legal Defence Expenses	25,000 100,000 50,000	25,000 100,000 50,000
POLICY 10 LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot) FLOOD Excess Flood excess \$500 Exclusion 1a does not apply.	250,000 Selected	250,000 Selected

Base Premium:	5,372.42	Base Premium:	5,520.29
Levies:	0.00	Levies:	0.00
GST:	543.25	GST:	558.04
Stamp Duty:	582.73	Stamp Duty:	598.98
CHU Admin Fee:	60.00	CHU Admin Fee:	60.00
TOTAL:	6,558.40	TOTAL:	6,737.31
THE OWNERS OF S P 5629 Authorised Rep Comm Authorised Rep Comm GST	1,059.48 105.95 6,558.40	THE OWNERS OF S P 5629 Suggested Authorised Rep Comm Suggested Authorised Rep Comm GST	1,089.06 108.91 6,737.31

Refer to Important Information for Duty of Disclosure and Excess Descriptions.
 Please refer to Product Disclosure Statement and Policy Wording QM562-0912 and Supplementary Product Disclosure Statement QM3495-0613

Date of Issue: 01/04/15

Our Ref: 0109183

Over/...

Your current cover expires at 4.00 pm on 01/04/15.

To ensure continuation of cover, payment must be made before this date. Our recommendations are based on general trends and information. We have not considered your particular circumstances. Before taking out this insurance, consider whether our recommendation is appropriate to your needs, objectives and financial situation and consult the Product Disclosure Statement. This document becomes a Tax Invoice if paid in full.

Over/...

IMPORTANT INFORMATION

insurers

Policies issued by CHU Underwriting Agencies Pty Ltd ABN 18 001 580 070 AFS Licence No: 243261 on behalf of the insurers:-
QBE Insurance (Australia) Limited ABN 78 003 191 035 of 82 Pitt Street Sydney NSW 2000 (AFS Licence No: 239545)
QBE Workers Compensation (NSW) Limited ABN 95 003 195 604 - Agent for the NSW WorkCover Scheme ABN 83 564 379 108

your duty of disclosure

The law requires you to tell us everything you know (or could reasonably be expected to know in the circumstances) which is relevant to our decision to insure you and the terms on which we insure you. You must also honestly answer any questions we ask of you.

This duty applies before you enter into a contract with us, that is, before we accept your application and also before each time you alter or renew your policy. Each person named as the Insured has the same duty. Also be sure to notify us of any changes that affect your policy.

penalty for non-disclosure

If you do not tell us everything that is relevant, we may:

- ◆ reduce or refuse to pay a claim;
- ◆ cancel your policy; or
- ◆ if you act fraudulently, avoid the policy from its beginning.

you don't need to tell us anything which:

- ◆ reduces the risk;
- ◆ is common knowledge;
- ◆ we already know, or ought to know in the ordinary course of our business; or
- ◆ we indicate we do not want to know.

If you are not sure that something is relevant, it is best to disclose it anyway.

excesses - explanatory notes

Whenever an Excess Number and amount is shown in the Schedule, You have to pay or contribute the stated amount for each loss arising out of or consequent upon that numbered Event.

The Event to which the number refers is:

1. Damage by water or liquid, including exploratory costs incurred in locating the source of damage, caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.
2. Damage by water or liquid, other than that caused by the bursting, leaking, discharging or overflowing of tanks, apparatus or pipes.
3. Breakage of or damage to glass or mirrors.
4. Storm and/or tempest.
5. Any Event of any kind.
6. Damage to electric motors.
7. Malicious acts, vandalism, graffiti.
8. Impact caused by road Vehicles or animals.
9. Burglary or theft or any attempt thereof.



Workers compensation wages declaration - (applicable in NSW, WA, TAS and ACT only)

Number of employees: _____ Total wages paid (not including those paid to contractors): \$ _____

Signed: _____ Date: _____

Policy No: 860638 Plan No: THE OWNERS OF S P 5629

RESIDENTIAL STRATA INSURANCE PLAN

EXCLUSIVE STRATA MANAGEMENT SERVICE
PO BOX 779
VICTORIA PARK WA 6979

Date: 01/04/15
EFT Reference No.: 904219593

RENEWAL INVITATION thank you for choosing CHU

Pay in 3 easy steps

1 Please check

- All documents.
- Refer to 'Important Information' overleaf.
- Advise us if anything needs changing.

2 To make changes

- Please call 08 9466 8600 or
- Email info_WA@chu.com.au

3 To pay

- Please follow the 'How to Pay' instructions
For more information please visit
www.chu.com.au. Thank you.

How to Pay - convenience of 5 options



EFT / DIRECT DEPOSIT
Macquarie Bank BSB: 182-222
Account No.: 301926960
Reference No.: 904219593



Billers Code: 667154
BPAY Reference: 30192696000904219593

Pay this bill online via internet banking.



CHEQUE Send your cheque, together with the Payment Slip below
Payable to: **CHU Underwriting Agencies Pty Ltd**
Mail to: **GPO Box 4571 Sydney NSW 2001**



CREDIT CARD at www.chu.com.au
Please quote reference 30192696000904219593
Payments by credit card may attract a surcharge



POST OFFICE Present the payment slip below with
your payment at any Australia Post outlet or agent.



CHU PAYMENT SLIP

Please complete this slip for cheque
and post office payments ONLY



THE OWNERS OF S P 5629
147 - 159 CHARLES STREET
WEST PERTH WA 6005

Please choose and tick box

PREMIUM			
Current Cover		Suggested Cover	
<input type="checkbox"/>	\$6,558.40	<input type="checkbox"/>	\$6,737.31

Amount Paid

\$

Please add amount and turn over
for further instructions



*453 301926960 00904219593

CHU Underwriting Agencies Pty Ltd

Claims History

Strata Plan: THE OWNERS OF S P 5629
Policy Number: 860638
Situation of Risk: 147 - 159 CHARLES STREET
 WEST PERTH
 WA 6005

Date of Occurrence	Claim Number	Claim Type	Outstanding Claim Estimate	Excess	Amount Paid	Date Reported
Outstanding Claims						
03/03/2015	WHU201501043	6 GLASS	1,000.00		0.00	04/03/2015
Paid Claims						
20/04/2014	WHU201401516	5B WATER DAMAGE	4,272.99	500	3,772.99	
23/08/2013	WHU201301779	5B2 WATER FROM SHOWER BASE	748.00	500	180.00	
04/07/2013	WH201305658	5B2 WATER FROM SHOWER BASE	1,078.00	500	480.00	
21/03/2013	WH201303770	9 ACCIDENTAL DAMAGE	395.00	300	59.09	
17/12/2012	WH201300303	7G MAL DAM ; GRAFFITI	506.00	300	160.00	
12/12/2012	WH201302165	3 STORM	1,061.50	300	665.00	
08/12/2012	WH201300031	3A STORM DAMAGE TO FENCES	847.00	300	470.00	
31/07/2012	WH201207531	5B WATER DAMAGE	297.00	100	170.00	
12/05/2012	WH201203692	5B WATER DAMAGE	258.50	100	135.00	
03/05/2012	WH201203792	4 IMPACT	847.00	100	670.00	
02/12/2011	WH201110028	7 MALICIOUS DAMAGE/VANDALISM/B&E DAMAGE	729.25	100	562.95	
12/09/2011	WH201108211	5B WATER DAMAGE	1,320.00	100	1,100.00	
12/09/2011	WH201108210	6 GLASS	781.00	100	610.00	
01/07/2011	WH201106452	3 STORM	198.00	100	80.00	
10/06/2011	WH201105065	9 ACCIDENTAL DAMAGE	803.00	100	630.00	
19/05/2011	WH201103649	7 MALICIOUS DAMAGE/VANDALISM/B&E DAMAGE	451.00	100	310.00	
20/03/2011	WH201102897	9 ACCIDENTAL DAMAGE	440.00	100	300.00	
05/01/2011	WH201100933	5B WATER DAMAGE	165.00	100	50.00	
05/12/2010	WH201012055	8 BREAK & ENTER/THEFT	759.00	100	590.00	
10/11/2010	WH201011889	5A BURST PIPE (EXPLORATORY COSTS)	6,880.50	100	6,780.50	
26/10/2010	WH201011486	5B WATER DAMAGE	319.00	100	190.00	
22/03/2010	WH201007883	0638 Perth Storms 22-24 March 2010	2,418.00	100	2,098.18	
13/02/2010	WH201004768	5B WATER DAMAGE	385.00	100	250.00	
24/11/2009	WH200909528	5B1 WATER FROM ROOF	242.00	0	220.00	
04/11/2009	WH201000159	5A BURST PIPE (EXPLORATORY COSTS)	546.70	100	397.00	
20/03/2009	WH200903842	6 GLASS	319.00	50	240.00	
13/10/2008	WH200807848	4 IMPACT	289.50	50	213.18	
25/03/2008	WH200802472	6 GLASS	327.48	50	247.71	
21/01/2008	WH200803640	5B WATER DAMAGE	635.00	50	527.27	
22/10/2007	WH200706978	5B WATER DAMAGE	250.91	50	180.00	
30/07/2007	WH200704480	6 GLASS	534.16	50	435.60	
02/01/2007	WH200703338	4 IMPACT	1,709.55	50	1,504.14	
31/10/2006	WH200700198	8 BREAK & ENTER/THEFT	591.50	50	487.73	
29/05/2006	WH200603011	6 GLASS	500.00	50	404.55	
20/02/2006	WH200601280	2 FUSION	500.00	50	404.55	
16/08/2005	WH200505713	6 GLASS	400.28	50	313.89	
20/07/2005	WH200504475	6 GLASS	183.89	50	117.17	
11/06/2005	WH200504809	3 STORM	352.50	50	270.45	
07/04/2005	WH200502189	6 GLASS	207.50	50	138.64	
04/02/2005	WH200500730	6 GLASS	398.46	100	262.24	
15/08/2004	WH200405364	5B WATER DAMAGE	753.50	50	635.00	
07/04/2004	WH200402574	6 GLASS	186.65	50	119.68	
03/11/2003	WH200307141	7 MALICIOUS DAMAGE/VANDALISM/B&E DAMAGE	88.00	50	30.00	
20/02/2002	151746	2 FUSION	414.36	0	378.33	
23/12/2001	150937	5A BURST PIPE (EXPLORATORY COSTS)	127.60	20	96.00	
01/07/2001	146766	8C BREAK & ENTER/THEFT COMMON CONTENTS	1,072.00	0	974.55	
18/06/2001	147016	5B3 WATER FROM H.W.S.	1,996.50	0	1,996.50	
23/04/2001	145260	7 MALICIOUS DAMAGE/VANDALISM/B&E DAMAGE	55.00	0	50.00	
23/01/2001	144621	9 ACCIDENTAL DAMAGE	165.00	0	150.00	
15/11/1999	135372	6 GLASS	268.00	0	268.00	
10/09/1999	134924	5B WATER DAMAGE	720.00	0	720.00	
10/09/1999	134093	5B WATER DAMAGE	65.00	0	65.00	
20/05/1999	131327	6 GLASS	191.30	0	191.30	
18/05/1999	131326	6 GLASS	243.23	0	243.23	
12/11/1998	128636	7 MALICIOUS DAMAGE/VANDALISM/B&E DAMAGE	88.90	0	88.90	
22/01/1998	123238	6 GLASS	122.38	0	122.38	
11/11/1997	122324	6 GLASS	296.00	0	296.00	
23/06/1997	120669	6 GLASS	153.76	0	153.76	
22/05/1997	119943	4 IMPACT	90.00	0	90.00	
22/11/1996	117542	9 ACCIDENTAL DAMAGE	76.12	0	76.12	
15/11/1996	118027	2 FUSION	156.00	0	156.00	
04/07/1996	115081	6 GLASS	160.07	0	160.07	

Date of Issue: 01/04/15

22/05/1995	110716	6 GLASS	167.00	0	167.00
15/02/1995	109787	6 GLASS	167.00	0	167.00
08/02/1995	109557	6 GLASS	110.00	0	110.00
16/01/1995	109782	6 GLASS	109.00	0	109.00
06/12/1994	109045	6 GLASS	105.00	0	105.00
23/05/1994	107601	3 STORM	90.00	0	90.00
23/05/1994	106591	3 STORM	260.00	0	260.00
12/04/1994	105819	2 FUSION	406.00	0	406.00
08/03/1994	105807	6 GLASS	163.90	0	163.90
29/11/1993	104864	7 MALICIOUS DAMAGE/VANDALISM/B&E DAMAGE	75.00	0	75.00
01/08/1993	105677	6 GLASS	166.06	0	166.06
22/07/1993	104232	7 MALICIOUS DAMAGE/VANDALISM/B&E DAMAGE	340.00	0	340.00
02/03/1992	1013518	6 GLASS	74.74	0	74.74
08/02/1992	1013347	13 ASSESSMENT FEE	40.00	0	40.00
13/11/1991	1012957	3 STORM	372.50	0	372.50
08/10/1991	1012682	6 GLASS	367.88	0	367.88
18/06/1991	1012641	6 GLASS	155.90	0	155.90
31/05/1991	101156	6 GLASS	145.00	0	145.00
29/04/1991	100740	9 ACCIDENTAL DAMAGE	250.00	0	250.00
24/04/1991	100786	6 GLASS	145.00	0	145.00
22/12/1990	100198	8C BREAK & ENTER/THEFT COMMON CONTENTS	914.70	0	914.70
19/11/1990	100138	4 IMPACT	505.00	0	505.00
25/08/1990	99641	8 BREAK & ENTER/THEFT	76.00	0	76.00
26/07/1990	99507	3 STORM	96.00	0	96.00
10/07/1990	993695	3 STORM	112.00	0	112.00
28/05/1990	99204-860638	3 STORM	72.00	0	72.00
04/04/1990	98942-860638	9 ACCIDENTAL DAMAGE	130.00	0	130.00
24/01/1990	98880-860638	8 BREAK & ENTER/THEFT	162.50	0	162.50
05/10/1989	98420-860638	5A BURST PIPE (EXPLORATORY COSTS)	311.00	20	291.00
22/08/1989	98132-860638	6 GLASS	256.00	0	256.00
01/08/1989	97949	3 STORM	394.00	0	394.00
31/07/1989	98073-860638	3 STORM	269.00	0	269.00
22/07/1989	97932	3 STORM	180.00	0	180.00
26/04/1989	97688	8 BREAK & ENTER/THEFT	72.00	0	72.00
01/03/1989	97647	6 GLASS	130.00	0	130.00
15/02/1989	97579	6 GLASS	220.00	0	220.00
13/01/1989	87550-860638	6 GLASS	40.00	0	40.00
29/12/1988	97466	6 GLASS	70.00	0	70.00
29/10/1988	97425	8 BREAK & ENTER/THEFT	90.00	0	90.00
22/09/1988	96202-860638	3 STORM	158.00	0	158.00
02/09/1988	96073-860638	4 IMPACT	118.00	0	118.00
28/08/1988	96239-860638	8 BREAK & ENTER/THEFT	50.00	0	50.00
24/08/1988	96033-860638	3 STORM	80.00	0	80.00
16/06/1988	95873-860638	5B WATER DAMAGE	105.00	0	105.00
12/06/1988	96007-860638	3 STORM	47.00	0	47.00
12/06/1988	86007-860638	3 STORM	77.00	0	77.00
07/05/1988	95807-860638	6 GLASS	115.00	0	115.00
12/12/1987	95593-860638	6 GLASS	300.00	0	300.00
04/11/1987	95445-860638	5A BURST PIPE (EXPLORATORY COSTS)	196.00	20	176.00
08/04/1971	100687-860638	6 GLASS	105.00	0	105.00



CHU Underwriting Agencies Pty Ltd
ABN 18 001 580 070

Renewal of your policy is invited subject to completion of this form and its return to us.

Employer's
Name and
Address

THE OWNERS OF S P 5629
147 - 159 CHARLES STREET
WEST PERTH
WA 6005

Policy No: 860638

A/C No:

Area:

Expiry Date: 01/04/15

Workers' Compensation Return-Wages and Salary

DECLARATION/ESTIMATION OF WAGES

Period of Insurance to which this return relates: Actual to 01/04/15
Estimate 01/04/15 to 01/10/15

As your policy is due for renewal in the near future, under Section 160(2) of the Act you are required to supply to QBE Insurance (Australia) Limited, within four weeks of the expiry date of your policy; a declaration of actual wages for the expired period and, an estimate of wages for the ensuing period.

Please complete the schedules applicable to your workplace.

SCHEDULE 1	(a)	Do you, or do you expect to, contract out any of the work in connection with the business?	Yes	No
CONTRACTORS/ SUBCONTRACTORS	(b)	If the answer to (a) is 'Yes', will you satisfy yourself that contractors/subcontractors are insured for workers' compensation by obtaining letters of indemnity from them? If the answer to this question is 'No', please complete (c) below.	Yes	No
	(c)	Alternatively, do you wish to include such indemnity in the insurance now proposed? If 'Yes', please complete the following	Yes	No

	Name of contractor/subcontractor and nature of work	Actual \$	Estimated \$
Labour Only and/or			
Labour and Plant and/or			
Labour and Materials and/or			
Labour, Plant and Materials			

SCHEDULE 2

Complete this section to include cover for Directors and Relatives

DIRECTORS AND RELATIVES

NOTE: ANY DIRECTORS OR RELATIVES NOT INCLUDED ARE **NOT** INSURED

Name in Full	Age	Relationship	Occupation	Actual \$	Estimate \$

SCHEDULE 3

GENERAL EMPLOYEES, FULL TIME, PART TIME OR CASUAL

Details of Wages Give details of actual wages paid during the period expiring and estimated wages for the proposed period of insurance Note: "Wages" means ALL amounts paid in money or money's worth and includes overtime, bonuses, allowances, commissions and the value of cash substitutes	Please state all locations, industry, and activities performed		Average number of workers for each description		Wages of workers of each description	
	Location:		Actual	Estimated	Actual \$	Estimated \$
	Industry:					

Total wages as indicated in	Actual number of employees	Actual Wages	Estimated number of employees	Estimate Wages
Schedule 1, 2 and 3				

DECLARATION

Signed Dated

The above information is correct and may be verified by inspection of my wages books and other relevant records

Western Australia Employer Indemnity Policy

► 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 QBE Insurance (Australia) Limited, ABN 78 003 191 035, which is an approved insurance office.
3. The words “you” and “your” in this document refer to the employer 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 Policy Period, 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 proposal for this policy, and any Remuneration declaration or estimate pertaining to the Policy Period.

“**Policy Period**” 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.

“**Remuneration**” 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.

“Remuneration” 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) a person who is defined as a worker by the Act;
- (b) a person in respect of whom you are deemed to be an employer pursuant to Section 175 of the Act;
- (c) a 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.

► **Workers’ Compensation Insurance**

7. If during the Policy Period 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 Policy Period;
 - (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 the agreed amount specified in the Schedule (an amount that is not less than \$50,000,000) for Common Law Liability and costs 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 provided by this Policy is provided upon the following additional terms:

1. **Misrepresentation:** The proposal 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:** 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:** 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.
4. **Litigation, Settlement or Admission of Liability:** 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:** 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:** 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:** 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:** 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:** The first premium and every renewal premium payable to us will be calculated on the amount of the Remuneration (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 Contractors.

You must provide to us within one month after the expiry of each year of the Policy Period, a statement of the aggregate amount of all Remuneration paid or payable by you in fact in that year, and when required, the number of Workers and Contractors you employed or engaged in that year. The Remuneration you declare must include all payments you made to Contractors. 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 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:** You must at all times (not limited to the Policy Period) allow any officer authorised by us to inspect Your Remuneration record.
12. **Assignment:** You must not assign your interest in this Policy without our written consent.
13. **Waiver:** 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:** 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 Remuneration you have paid in the most recent year of the Policy Period up to the cancellation. We will adjust the premium as described above and refund any unearned premium.



CHU

**The Specialists in Strata and
Community Title Insurance**

www.chu.com.au