



22/06/2022

**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: 30/06/2022 to 30/06/2023

**The information provided in this certificate is correct at:** 22/06/2022

**EMPLOYER'S INFORMATION**

**Policy Number** WWH0096784      **WorkCover Number** WC09302140

**Legal Name**  
Southern Cross Protection Pty Ltd

**Trading Name**  
Southern Cross Protection Pty Ltd

**ABN** 96094077255      **ACN/ARBN** 094077255

**Premium (Industry) Classifications**  
771200 Investigation and Security Services

**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 "Michael Berg", with a horizontal line underneath.

Michael Berg  
Underwriting Manager - Corporate WC

**Allianz Australia Insurance Limited ACN 000 122 850 ABN 15 000 122 850**  
National Accounts, GPO Box 5429, Sydney, NSW 2001, Australia  
Ph: 1300 130 664, Fax: +61 (02) 92667463

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

### **Industrial Disease Common Law**

Endorsement attaching to and forming part of Workers' Compensation Policy Number WWH0096784

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

(b)(i) This Policy does not indemnify you in respect of any liability under the Act in respect of claims for pneumoconiosis, mesothelioma or lung cancer 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 (collectively referred to as "Prescribed Industrial Diseases").

(ii) However, subject to the provisos and conditions of this Policy, we will indemnify you against legal liability to pay damages (and in addition will pay legal costs and expenses incurred with our written consent) at Common Law for any Prescribed Industrial Disease sustained as a result of an event (whether continuous or sudden) first occurring during the Policy Period by any person employed by you under a contract of service or apprenticeship if such Prescribed Industrial Disease is one in respect of which such person is entitled to recover from you both compensation under the Act and (subject to section 92 of the Act) damages independently thereof.

(iii) The maximum amount for which we will be liable to indemnify you under this Policy or any prior policy of insurance during which the Employer had a policy of insurance with us which contained an endorsement substantially identical to this clause (collectively referred to as "the Relevant Policies") is for all Relevant Policies combined \$50 million in the aggregate.

(iv) The aggregate limit of indemnity under this endorsement is not in addition to the aggregate limit of indemnity set out in the section of this Policy headed "Policy Limit of Common Law Insurance".

(v) The Prescribed Industrial Disease must be one in respect of which such person is entitled to recover from you both compensation under the Act and (subject to section 92 of the Act) Damages.

SPECIFIED DATE OF COMMENCEMENT: On and from 30/06/2022

Subject otherwise to the Terms, Conditions, Limitations and Exclusions of this Policy.

## Principals' Indemnity

Endorsement attaching to and forming part of Workers' Compensation Policy Number: WWH0096784

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

- 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<sup>th</sup> day of June 2022.

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.

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 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.