

# Fair work cover employment advice and practice indemnity policy

**QBE Insurance (Australia) Limited**



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## About this booklet

This booklet is a Product Disclosure Statement (PDS) and is also the Policy Wording. Other documents may comprise the PDS and we will tell you if this is the case in the relevant document.

This booklet has two (2) parts: Important Information to help you understand the insurance, and the Policy Wording, which sets out terms and condition of the cover provided. It is up to you to choose the cover you need. Any advice in this booklet is general in nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it is right for you.

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide insurance solutions that are focused on the needs of policyholders.

QBE is a respected name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

### About Employsure

Emloysure Pty Ltd is ABN 40 145 676 026 an authorised agent of QBE. Employsure is a market leading workplace relations consultancy, providing employers across Australia with advice and assistance on workplace relations issues arising in their business. Employsure is part of the Peninsula Group of Companies, the largest provider of employment law consultancy services in the United Kingdom. The Peninsula Group has over 30,000 clients worldwide.

## Important Information

The information provided in this section includes high level information about this Policy including your duty of disclosure, privacy, how to make a claim, our dispute resolution process and other relevant information. This section may also set out other information such as options in cover you can choose from, factors that affect the cost and any cooling off rights.

The Policy Wording section sets out the detailed terms, conditions and exclusions relating to the insurance.

If we issue you with a Policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Wording.

The Policy Wording and Policy Schedule form your legal contract with us so please keep them in a safe place for future reference. You should check the Policy Schedule, or renewal schedule if you are issued one, when you receive it to ensure it accurately states what you have insured.

## Duty of disclosure

### New business

#### What you must tell us

When answering our questions, you must be honest and you have a duty under the law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the questions. We will use the answers in deciding whether to insure you and anyone else to be insured under this insurance and on what terms.

#### Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else who is an insured under this insurance.

#### If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel your insurance. If you answer our questions fraudulently, we may refuse to pay a claim and treat the insurance as never having worked.

### Renewals, variations, extensions and reinstatements

Once your insurance is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your insurance, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under this insurance, and if so, on what terms.

You do not have to tell us about any matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or should know or, in the ordinary course of our business, we ought to know;
- as to which compliance with your duty is waived by us.

### Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the insurance in respect of a claim or may cancel the insurance.

If your non-disclosure is fraudulent, we may also have the option of avoiding the insurance from its beginning.

### You must disclose to us all previous claims

You are asked at the time you take out this insurance to give us full and correct details concerning any:

- renewal or insurance policy declined, cancelled or refused, or where any excess was imposed;
- claim refused by an insurer;
- claim made;
- criminal conviction or finding of guilt for an offence,

in relation to you and your family because any of these may affect the premium and extent of insurance.

For example, we may be entitled to:

- charge you an additional premium;
- impose (back-dated) restrictions including declining your insurance back to when this information should have been provided;
- decline to insure your building, contents or valuables;
- refuse a claim.

When renewing your Policy with us you must also advise us of any changes to your:

- claims;
- insurance; or
- criminal history.

We will notify you in writing of the effect a change may have on your renewal.

## Privacy

All companies in the QBE Group are committed to safeguarding your privacy and the confidentiality of your personal information. QBE collects only that personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claim made by you. QBE will only use and disclose your personal information for a purpose you would reasonably expect. We will request your consent for any other purpose.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim. Our aim is to always have accurate and up-to-date information. When you receive a Policy Schedule, Certificate of Insurance, Renewal or other document from us, you should contact us if the information is not correct.

QBE uses the services of a related company located in the Philippines to provide Call Centre sales and claims handling, accounting and administration services to QBE in Australia.

QBE or our authorised agent may collect or disclose your personal information from or to:

- any person authorised by you;
- a mail house, records management company or technology services provider (for printing and/or delivery of mail and email, including secure storage and management of our records). These companies may be located or the records stored using 'Cloud' technology overseas, including in India, Ireland, USA or the Netherlands;
- a financier whose name appears on your Policy Schedule (for the purpose of confirming the currency of your Policy or when you have a claim and the insured property is a total loss, to confirm if the financier has a current interest);
- an organisation that provides you with banking facilities (for the purpose of arranging direct debit or other payment transactions or confirming payments made by you to us);
- a financial services provider or our agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- another person named as a co-insured on your Policy (for the purpose of confirming if full disclosure has been made to us);
- another insurer (to obtain confirmation of your no claim bonus or to assess insurance risks or to assist with an investigation);
- our reinsurer that may be located overseas (for the purpose of seeking recovery from them);

- a dispute resolution organisation such as the Financial Ombudsman Service (for the purpose of resolving disputes between QBE and you or between QBE and a third party);
- a company to conduct surveys on our behalf for the purpose of improved customer services; and
- an insurance reference bureau (to record any claims you may make upon us).

In addition to the above, in the event of a claim, QBE or our authorised agent may disclose your personal information:

- to a repairer or supplier (for the purpose of repairing or replacing your insured items);
- to an investigator, assessor (for the purpose of investigating or assessing your claim);
- to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or recovering our costs including your excess or seeking a legal opinion regarding the acceptance of a claim);
- to a witness to a claim (for the purpose of obtaining a witness statement);
- to another party to a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party).

Personal information (about you) may also be obtained from the above people or organisations.

In addition we will:

- give you the opportunity to find out what personal information we hold about you and when necessary, correct any errors in this information. Generally we will do this without restriction or charge; and
- provide our dispute resolution procedures to you, should you wish to complain about how we handle your personal information.

To obtain further information about our Privacy Policy, to request access to or correct your personal information, or to make a complaint please email: [complaints@qbe.com](mailto:complaints@qbe.com).

## How to make a claim

Full details of what you must do for us to consider your claim are provided in the 'Claims' section at the end of this booklet. To make a claim under this Policy please contact:

The Claims Manager  
Professional Liability Claims Division  
QBE Australia  
60 Station Street, Parramatta, NSW, 2150

Or by email to [piclaims@qbe.com](mailto:piclaims@qbe.com)

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## Resolving complaints & disputes

### Our commitment to you

At QBE we're committed to providing you with quality products and delivering the highest quality of service.

We also know that sometimes there might be something about our products or service that you're not totally happy about.

### Step 1 - Talk to us

If there's something you want to talk to us about, or if you would like to make a complaint, our staff are there to work with you to try and resolve your issue.

If you're not happy with our staff, or if you're unhappy with how our staff have responded to your complaint you can ask to speak to their Manager.

You can also make your complaint directly to our Customer Care Unit.

Phone	1300 650 503 (Office Hours Mon-Fri: 8:30-18:00)
Email	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a>
Post	Customer Care GPO Box 219 PARRAMATTA NSW 2124

### Step 2 - Escalate your complaint

Whenever you make a complaint we will try and resolve it within 15 business days. If this hasn't happened, or if you're not happy with how our staff tried to resolve it, you can ask that your complaint be escalated to one of our Dispute Resolution Specialists.

Our Dispute Resolution Specialists will contact you with our final decision within 15 business days of your complaint being escalated.

### Step 3 - Still not resolved?

If you're not satisfied with our decision, you may wish to seek independent legal advice.

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035, AFS Licence No. 239545 of Level 5, 2 Park Street,  
Sydney NSW 2000.

## Our agreement with you

Your Policy is an agreement between you and us, made up of:

- this Policy Wording; and
- your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- conditions and exclusions which apply to specific covers or sections;
- general exclusions, which apply to any claim you make;
- general conditions, which set out your responsibilities under this Policy;
- claims conditions, which set out our rights and your responsibilities when you make a claim; and
- other terms, which set out how this Policy operates.

### Excesses

If you make a claim, you must pay the excess set out in the Policy Schedule for every claim you make which applies to that cover or section.

### How much we will pay

The most we will pay for a claim is the sum insured set out in the Policy Schedule for the cover or section you are claiming under, less any excess.

### Claims made and notified

This Policy operates on a 'claims made and notified' basis. This means that the Policy covers you for claims made against you and notified to us during the period of insurance.

The Policy does not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if such a date is specified);
2. claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
3. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
4. claims made, threatened or intimated against you prior to the commencement of the period of insurance;
5. facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this Policy; and
6. claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

Where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practical after you become aware of those facts but before the expiry of the period of insurance, you may have rights under section 40(3) of the *Insurance Contracts Act 1984 (Cth)* to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that you are not covered for claims made against you after the expiry of the period of insurance.

## Paying your premium

### Paying your premium annually

If you are paying your premium in one annual payment, you must pay your premium, GST and other amounts charged for this Policy by the due date. If we do not receive the premium by this date, or your payment is dishonoured, this Policy will not operate and there will be no cover.

### Paying your premium by instalments

If you are paying your premium for the first time by instalments, we will deduct instalments each month on the day of the month that you nominate as your payment date. If this is a replacement Policy and you paid your previous Policy by instalments, we will continue to deduct instalments for your replacement Policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise. If you have nominated the 29th, 30th or 31st of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

We will not pay a claim under this Policy if, at the time the claim occurred, any instalment of premium has remained unpaid for (14) fourteen days or more. If any instalment of premium has remained unpaid for (1) one month, we may cancel this Policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

### Tell us if your payment details change

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than seven days before your next instalment is due.

## Definitions

Some key words and terms used in this Policy have a special meaning. If words and terms are only used in one (1) section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Definitions	Meaning
Back-pay	any back-pay arising from an order of reinstatement or re-employment but limited to the amount you are legally obligated to pay an employee for the period between the time of termination of the employee's employment and the time the employee is reinstated or re-employed.
Claim	the receipt by you of any written notice of demand for compensation made by an employee against you, including any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice.
Defence costs	all reasonable legal costs, charges, fees, expenses and advances in respect of the same (other than regular or overtime salaries, wages, commissions, expenses or other benefits of any employee or any office overheads, travel expenses, or administration costs unrelated to a claim), incurred in appealing, defending, investigating or settling any employment claim and your reasonable costs and expenses.
Employee	any past, present or future natural person (including part-time, casual, seasonal, temporary, voluntary and work experience), but only while the natural person is acting in such capacity. Employee will also include an independent contractor who is engaged by you pursuant to an independent contractor services agreement who makes an employment claim.

Definitions	Meaning
	Employee does not include any of your partners, principals or directors or any agent, receiver or external auditor.
Employment claim	any claim brought or maintained against you by or on behalf of an employee for any actual or alleged: <ol style="list-style-type: none"> <li>wrongful, constructive or unfair dismissal, discharge or termination of an employment;</li> <li>breach of any oral, written or implied employment contract or contractual obligation arising out of any personnel manual, employee handbook, policy statement or representation;</li> <li>discrimination on the basis of an employee's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference, sexual and/or workplace harassment or other status protected under Australian law; and/or</li> <li>retaliatory treatment for that employee exercising their rights under Australian employment laws, and/or supporting the rights of another employee filing or pursuing any claim against you under any 'whistle blower' legislation.</li> </ol>
Employure	Employure Pty Limited ABN 40 145 676 026.
Incident	the issue that starts a train of events that leads to a matter which becomes the subject of a claim.
Loss	the total amount which you becomes legally obligated to pay from an employment claim and includes: <ol style="list-style-type: none"> <li>damages, judgement or settlements;</li> <li>legal costs and expenses awarded against you;</li> <li>defence costs; and/or</li> <li>back-pay.</li> </ol> <p>Loss does not include any amount for which we are prohibited from paying by law in the jurisdiction applicable.</p>
Named insured	the insured named in the Policy Schedule.
Period of insurance	the period specified in the Policy Schedule.
Policy	this Policy, the Policy Schedule and any endorsement schedule(s).
Policy Schedule	the schedule of insurance, including any renewal or endorsements schedules, to this Policy.
Receiver	<ol style="list-style-type: none"> <li>a receiver, or receiver and manager, of any of your property;</li> <li>an administrator appointed to you;</li> <li>an administrator appointed pursuant to a deed of company arrangement executed by you;</li> <li>a provisional liquidator or liquidator appointed to you;</li> <li>a trustee or other person administering a compromise or arrangement made between you and someone else; or</li> <li>any other external administrator appointed to you.</li> </ol>
Subsidiary company	Any entity in respect of which the named insured: <ol style="list-style-type: none"> <li>controls the composition of the board of directors;</li> </ol>

Definitions	Meaning
	<ol style="list-style-type: none"> <li>is in a position to cast, or control the casting of, more than 50% of the issued voting shares; or</li> <li>holds more than 50% of the issued share capital, and includes any entity which is deemed to be a subsidiary of the named insured by virtue of any legislation or law.</li> </ol>
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035.
You, your	<ol style="list-style-type: none"> <li>the named insured, and</li> <li>all subsidiary companies (now or hereafter constituted) of the named insured whose place of incorporation is within Australia.</li> </ol>

## Section 1 - Insuring clause

We will pay, on your behalf, any loss:

- brought against you in the Fair Work Commission; or
- arising out of an employment claim;

where such a claim is first made against you during the period of insurance, and which you notify to us during the period of insurance, provided that:

- this Policy will not provide indemnity for any claim made against you by any partner, principal or director, unless brought in the capacity of an employee; and
- the total aggregate limit of indemnity will only apply to that part of each loss (including defence costs) in respect of each employment claim.

### Limit of indemnity

The total aggregate limit of indemnity in respect of all loss (including defence costs) under this insuring clause will not exceed \$200,000 (including defence costs) in any one claim and \$2,000,000 (including defence costs) in the aggregate.

## Section 2 - General exclusions

We will not be liable under this Policy to make any payment for loss arising from any employment claim made against you arising:

- Advice not sought**  
directly or indirectly out of, based upon, attributable to, or in consequence of any fact or circumstance if you have not:
  - sought and followed advice from Employure as soon as the incident that gave rise to the employment claim arose or became reasonably apparent; and
  - continued to seek and follow advice from Employure until the conclusion of the employment claim.
- Breach of employer obligations**  
directly or indirectly out of, based upon, attributable to, or in consequence of a breach of your express obligations:
  - to make any contractual payment (including the provision of non-cash benefits); or
  - pursuant to any procedural or legal notification requirement in the event of termination or cessation of employment;

whether such obligation arises under statute, regulation, award, contract of employment (including any arrangement or agreement collateral to any contract of employment), or any industrial, workplace or enterprise agreement or otherwise. However, this exclusion will not apply to back-pay arising from such employment claim.

- Bodily injury or property damage**  
directly or indirectly out of, based upon, attributable to, or in consequence of any employment claim for actual or alleged bodily

or psychological injury, sickness, disease or death of any employee or damage to or destruction of any tangible property, including the loss of use thereof, except that this exclusion will not apply to emotional distress or mental anguish brought as part of any employment claim.

(d) **Building modifications**

directly or indirectly out of, based upon, attributable to, or in consequence of any employment claim which constitutes any costs incurred by the insured to modify any building, premises, fixtures, fittings, plants, equipment or other property in order to make the same more accessible or accommodating to any disabled person.

(e) **Fines and penalties**

directly or indirectly out of, based upon, attributable to, or in consequence of any employment claim which constitutes a punitive, aggravated or exemplary damage or fine or penalty imposed by law, including but not limited to, any civil penalty or penalties.

(f) **Future earnings**

directly or indirectly out of, based upon, attributable to, or in consequence of any future earnings, wages, commissions, damages or economic loss, if the insured is ordered, pursuant to a judgement, determination or final adjudication of a court or tribunal, but fails to employ, promote or reinstate the claimant as an employee, provided that this exclusion will not apply to defence costs.

(g) **No in force contract**

if the named insured no longer has a contract for services with Employure and/or this Policy is not in force at the time of the employment claim for which the loss is being claimed.

(h) **Non-pecuniary relief**

directly or indirectly out of, based upon, attributable to, or in consequence of any employment claim which constitutes the costs of compliance with any order of a court or tribunal for the grant of or agreement to provide injunctive or non-pecuniary relief, however, this exclusion will not apply to defence costs arising from such employment claim.

(i) **Securities offering**

directly or indirectly out of, based upon, attributable to, or in consequence of any public or private offering, solicitation, sale, distribution, or issuance of stock or securities, or the ownership of stock or securities of the insured, whether or not a prospectus document has been issued.

(j) **Prior or pending**

- (i) directly or indirectly out of, based upon, attributable to, or in consequence of any employment claim made against you prior to the period of insurance; or
- (ii) any actual or alleged incident committed prior to the retroactive date of the Policy (if such a date is specified); or
- (iii) claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance; or
- (iv) claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy; or
- (v) claims made, threatened or intimated against you prior to the commencement of the period of insurance; or
- (vi) facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this Policy; or
- (vii) claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

## Section 3 - General conditions

There are conditions set out in these general conditions, in the claims section and under each particular cover and section. If any of these conditions are not met, we may refuse to pay a claim, reduce the amount we pay for a claim or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of this Policy. Any person covered by this Policy, or claiming under it, must also comply with these conditions.

If you, or a person covered under this Policy, don't meet these conditions or make a fraudulent claim we may:

- (a) refuse to pay your claim or reduce what we pay for your claim;
- (b) cancel your Policy.

### Assistance and co-operation

You must provide us with all reasonable assistance we require when you deal with us and you will:

- be truthful and frank;
- not behave in a way that is abusive, dangerous, hostile, improper or threatening;
- co-operate fully with us, even after we have paid a claim.

### Confidentiality

You must not disclose the existence of this Policy, the nature of the liability indemnified, the limit of indemnity or the amount of the premium paid, to any third party, except to the extent that:

- (a) such disclosure is made to Employure;
- (b) they are required by law to do so; or
- (c) we consent, in writing, to such disclosure.

### Non-disclosure

We may reduce our liability under this Policy to nil in the case of fraudulent non-disclosure or misrepresentation. We waive any other statutory right to avoid this Policy, except for the non-payment of premium.

### Territorial limitations

The coverage for which an employment claim may arise will only be in relation to Australia.

### Other insurance

If there is any other more specific valid and collectible insurance that is available to the insured in respect of a claim, other than insurance that is specifically stated to be in excess of this Policy, then the insurance afforded by this Policy will be in excess of and will not contribute to such other insurance.

### Your obligations

The due and proper observance of terms, conditions and endorsements of this Policy by you, any employee and any other person insured under this Policy, insofar as they relate to anything to be done or complied with, will be a condition precedent to our liability.

## Section 4 - Claims

This section describes what you must do, as well as conditions which apply, when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim

You must

- (a) give us written notice as soon as practicable of any claim; and
- (b) at any time during the period of insurance, give us written notice of any circumstance that might reasonably be expected to give rise to a claim.

Notice of any claim should be given in writing to:

The Claims Manager  
Professional Liability Claims Division  
QBE Australia  
60 Station Street, Parramatta, NSW, 2150

Or by email to [piclaims@qbe.com](mailto:piclaims@qbe.com)

Notice given of a circumstance must include reasons for the anticipation of a claim, with full particulars of the circumstances, dates and persons involved. Any subsequent claim arising out of such circumstance will be deemed to have been made during the period of insurance.

### **Admission and settlement**

You must not admit liability, or attempt to settle or make any admission with respect of any claim without our written consent.

### **Incurring defence costs**

You must seek our express written consent to pay defence costs before they are incurred.

### **Information and assistance**

You must disclose to us at your own expense all relevant information and provide assistance we may reasonably require to enable us or our agents to investigate any claim or circumstance notified. You must also allow us to effectively associate in the defence, mitigation of settlement of any claim.

### **Multiple claims**

All causally connected or interrelated employment claims jointly constitute a single employment claim under this Policy and will be deemed to have occurred on the date of the earliest employment claim. Where a single employment claim or series of causally connected or interrelated employment claims give rise to more than one claim, all such claims will jointly constitute one claim which will be deemed to have been made at the time the first claim was made.

### **Preventing our right of recovery**

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this Policy, we will not cover you under this Policy for that loss, damage or liability.

### **Subrogation**

You must not waive any rights of recourse or recovery against any other person relating to a covered employment claim under this Policy and you must assist us in all aspects in exercising such rights if requested to do so. In the event of any payment under this Policy, we will be subrogated to the extent of such payment to all your rights of recovery, and you must execute all papers required and will do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable us to effectively bring proceedings in your name.

### **Taxation implications**

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

## **Section 5 - Other terms**

These other terms apply to how your Policy operates, including what you must do once you've taken out this Policy and when you make a claim.

### **Alteration or assignment of interest**

No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement to this Policy and agreed to in writing by us.

### **Cancellation**

The named insured may cancel this Policy at any time by notifying Employure or us in writing (30) thirty days prior to cancellation. We will pay you a pro-rata refund of the premium for the unexpired period of insurance.

Such cancellation will not prejudice your rights under this Policy in respect of any employment claim occurring prior to the date of cancellation, provided that the employment claim is notified within (3) three calendar months after the loss reasonably became apparent.

### **Jurisdiction**

This Policy will be governed by and interpreted in accordance with the laws of the Commonwealth of Australia and the jurisdiction of the courts in the State or Territory where this Policy was issued.

**QBE Insurance (Australia) Limited**

2 Park Street  
Sydney NSW 2000 Australia  
[www.qbe.com.au](http://www.qbe.com.au)

This policy is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035, AFSL 239545, of 2 Park Street, Sydney.