

Policy Schedule
Workers compensation insurance

Jurisdiction

Western Australia

Policy number

WWH0095383

Insured

Legal Name:

WESTLINK LOGISTICS PTY LTD

ABN

25-058-919-305

ACN/ARBN

058-919-305

Trading Name:

Situation address:

Westlink Logistics Pty Ltd

SUITE, LEVEL 3, 190 ST GEORGES TCE, PERTH, WA
6000, AUSTRALIA

WCN:

Registered for GST?

ITC%:

WC06594231

Yes

100

If you register, or are registered for GST, you are required to tell us your entitlement to an input tax credit on your premium at the beginning of the policy and immediately there is any subsequent change. If you fail to disclose or understate your entitlement, you may be liable for GST on a claim we may pay. This policy does not cover you for this GST liability, or for any fine, penalty or charge for which you may be liable.

Business description:

Management And Execution Of Logistics Services

Policy Period of insurance:

Effective date

Expiry date

31/10/2025 04:00PM

31/10/2026 04:00PM

Policy wording:

Western Australia Workers Compensation and Injury
Management Act, 2023.

Endorsements Any endorsements applying to this policy are shown in the Additional Endorsements section of this Policy Schedule

(WA ONLY) Policy limit on liability to pay damages is \$100,000,000 all claims in respect of a single event, regardless of how many workers are injured.

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This policy is subject to a non-refundable minimum premium outlined above

Declared parties

Not applicable

Additional endorsements

The following additional notice(s), condition(s) and/or endorsement(s) apply to this insurance policy.

Common Law

Policy limit on liability to pay damages is \$100,000,000 all claims in respect of a single event, regardless of how many workers are injured.

Principals' Indemnity Version 5

PRINCIPAL'S INDEMNITY ENDORSEMENT

Endorsement attaching to and forming part of Workers' Compensation Policy Number: WWH0095383

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

The Principal :

All Principal as per terms and conditions for the period 31/10/2025 - 31/10/2026

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 31/10/2025.

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 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.