



## Online Insurance - Terms and Conditions

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### 1. **Definitions**

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**Approval** means the permission granted to the Customer to access Online Insurance pursuant to clause 2.1.

**Business Day** means a day, not being a Saturday, Sunday, or public holiday, on which Financial Institutions are open for general banking business in Western Australia.

**Commissioner** means the Commissioner of State Revenue appointed in accordance with section 6 of the Taxation Administration Act, and includes Persons acting as the Commissioner in accordance with the Commissioner's written delegation under section 10 of the Taxation Administration Act.

**Customer** means, as the case requires:

- the Person applying for approval to lodge monthly insurance duty returns by way of electronic return through Online Insurance Facility and to pay insurance duty through an electronic payment system approved by the Commissioner; and
- the Person so approved.

**Duties Act** means the *Duties Act 2008* (WA).

**Electronic Payment System** means Electronic Funds Transfer (EFT).

**Electronic Transactions Act** means the *Electronic Transactions Act 2003*.

**Financial Institution** means an institution that is a "financial institution" for the purposes of the *Cheques Act 1986* (Cth).

**General Insurance** has the same meaning as stated in section 209 of the Duties Act.

**General Insurer** has the same meaning as stated in section 214 of the Duties Act.

**Insurer** has the same meaning as stated in section 206 of the Duties Act.

The phrase '**An insurer that is not a general insurer**' has the same meaning as its use in section 225(1) of the Duties Act.

**Intermediary** has the same meaning as stated in section 206 of the Duties Act.

The phrase '**An intermediary of an insurer that is not a general insurer**' has the same meaning as its use in section 225(2) of the Duties Act.

**Insured person** has the same meaning as an "insured person" under section 213(b) of the Duties Act.

**Monthly Insurance Duty Returns** means a declaration of an assessable amount in each of the following circumstances using Online Insurance Facility:

**A monthly return by an Insurer** is required under section 219 (a) of the Duties Act.

**Insured persons to lodge statements.** A Person liable to pay duty on a premium under section 213(b)(an "insured person") must lodge a statement in the approved form on or before the 21st day after the end of the month, or each month, in which the Person paid the premium, or an instalment of the premium.

**A modified notice requirement** under a special tax return arrangement. A modified notice requirement has been established for the following two Customers:

1. An Insurer that is not a General Insurer that has entered in to a special tax return arrangement must, for each month in which the insurer is paid a premium or an instalment of a premium in respect of a contract of insurance entered into by or on behalf of the insurer, notify the Commissioner through Online Insurance Facility each such contract of insurance for which the insurer has been paid a premium or an instalment of a premium in that month; and the amount of those premiums or instalments on or before the 21st day after the end of the month, and
2. An Intermediary of an Insurer that is not a General Insurer that has entered in to a special tax return arrangement must, for each month in which the intermediary receives a premium or an instalment of a premium in respect of a contract of insurance entered into by or on behalf of the insurer, notify the Commissioner in the approved form of each such contract of insurance for which the intermediary has received a premium or an instalment of a premium on behalf of the insurer and the amounts of those premiums or instalments, on or before the 21st day after the end of the month.

**Online Insurance Facility** means the electronic insurance duty lodgment and payment facility maintained by RevenueWA.

**Penalty Tax** has the same meaning as in the Taxation Administration Act.

**Person** has the same meaning as in the *Interpretation Act 1984* (WA).

**Revenue Online** means the electronic lodgment and payment facility maintained by RevenueWA.

**Special Tax Return Arrangement** means an arrangement in force under section 49 of the Taxation Administration Act.

**Taxation Administration Act** means the *Taxation Administration Act 2003* (WA).

**Terms and Conditions** means these Terms and Conditions.

## 2. Approval

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- 2.1 Subject to clause 2.3, the Commissioner grants to the Customer permission to:
- a) access Online Insurance Facility until such time (if any) as that permission is cancelled and
  - b) lodge Monthly Insurance Duty Returns through Online Insurance Facility until such time (if any) as that permission is cancelled.
- 2.2 A Monthly Insurance Duty Return lodged through Online Insurance Facility is an approved form for the purpose of Chapter 4 of the Duties Act.
- 2.3 Approval is subject to the Customer agreeing to all Terms and Conditions contained herein and is subject to the [Disclaimer](#).
- 2.4 Approval is granted to the Customer only. This Approval is not transferable and shall not pass by operation of law or otherwise to any successors in title of the Customer.
- 2.5 If the Customer is a trustee of a named trust or fund:
- a) a reference to the Customer is a reference to the Customer in its personal capacity and in its capacity as trustee for that named trust or fund and
  - b) the Customer agrees to these Terms and Conditions in its personal capacity and in its capacity as trustee for the named trust or fund

## 3. Authority of customer

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- 3.1 The Customer if not itself:
- a General Insurer
  - an Insurer (that is not a General Insurer)
  - an Intermediary (where the insurer is not a General Insurer) or
  - the Insured person (where the insurer is not a General Insurer)
- is taken to give to the Commissioner and the State of Western Australia the warranty set out in clause 3.2, each time the Customer accesses and uses Online Insurance Facility.
- 3.2 The Customer warrants that the Customer has the authority, on behalf of either
- a General Insurer
  - an Insurer (that is not a General Insurer)
  - an Intermediary (where the insurer is not a General Insurer) or
  - the Insured Person (where the insurer is not a General Insurer)
- to access Online Insurance Facility, lodge Monthly Returns, pay Insurance Duty and do all other things necessary or convenient for use of Online Insurance Facility on behalf of whom it acts.

## 4. Payment of insurance duty

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- 4.1 The Customer must use the Electronic Payment System to pay insurance duty if the Customer lodges a Monthly Return through Online Insurance Facility.
- 4.2 All applications for a refund of any amount of insurance duty that has been paid by the Customer should be made to the Commissioner in writing.

## **5. Modifying electronically lodged monthly returns**

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- 5.1 The Customer can use Online Insurance Facility to revise insurance premium details already lodged. If the Customer makes any adjustments to insurance premiums paid in relation to a contract of insurance previously declared in a monthly return the Commissioner will treat those online adjustments as an application for reassessment of the liability and any duty adjustment will be notified by correspondence.

## **6. Alterations to the details of the customer**

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- 6.1 The Customer must, by notice in writing, notify the Commissioner of a change in any of the following details:
- 6.1.1 the business premises of the Customer
  - 6.1.2 the registered business name of the Customer
  - 6.1.3 the ownership of the registered business name currently used by the Customer
  - 6.1.4 the name or names under which Customer carries on business or is otherwise known
  - 6.1.5 if the Customer is a corporation, any change in the name of that corporation
  - 6.1.6 if the Customer is a partnership, a change in any of the partners of that partnership
  - 6.1.7 if the Customer is a trust, any change in the name of the trust and/or trustee and
  - 6.1.8 any change in the control of the Customer.
- 6.2 The Customer must notify the Commissioner of any of the changes referred to in paragraph 6.1 above within seven (7) business days of the change occurring.

## **7. Usernames and passwords**

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- 7.1 Except as provided in this clause, the Customer must ensure that all Persons authorised by the Customer to use Online Insurance Facility keep all their usernames and passwords confidential and do not disclose those usernames and passwords to any other Person.
- 7.2 The Customer must ensure that all Persons they give access to Online Insurance Facility read, understand, and comply with these Terms and Conditions.
- 7.3 The Customer must ensure that all Persons authorised by it to use Online Insurance Facility exit the Customer's Revenue Online account at the end of each session using the designated EXIT or Secure Log Off buttons.
- 7.4 The Customer must ensure that any Person who leaves the employment of the Customer, or who no longer requires access to Online Insurance Facility, has their authority to use Online Insurance Facility revoked.
- 7.5 The Customer is responsible for all entries and any other activities that occur under the Customer's Revenue Online account, whether or not by a Person authorised by the Customer to use Revenue Online or Online Insurance Facility.
- 7.6 The Customer must immediately notify the Commissioner of any unauthorised use of usernames and/or passwords or any other breach of security.
- 7.7 The Customer shall ensure that the details provided to the Commissioner regarding the Persons authorised by it to use Online Insurance Facility and their user access rights are correct and are updated when required.

## **8. Cancellation of an approval by the Commissioner**

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- 8.1 The Commissioner may, by written notice to the Customer, cancel the Approval.
- 8.2 Any cancellation of an Approval shall take effect on the date specified in the notice of cancellation given under clause 8.1.
- 8.3 A decision to cancel the Approval is made at the Commissioner's absolute discretion.
- 8.4 A decision by the Commissioner to cancel the Approval does not affect any of the Customer's obligations or liabilities that arise on or before the date of cancellation.
- 8.5 A decision by the Commissioner to cancel the Customer's Approval does not alter any obligations or requirements imposed on the Customer by the Taxation Administration Act, the Duties Act or any other law.

## **9. Notification of cancellation of an approval by the customer**

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- 9.1 The Customer must, by giving 7 Business Days written notice, notify the Commissioner if the Customer intends to cease using the Online Insurance Facility.

## **10. Amendment of these terms and conditions**

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- 10.1 The Commissioner may, by written notice, amend these Terms and Conditions.
- 10.2 A decision to amend these Terms and Conditions is made at the Commissioner's absolute discretion.
- 10.3 Any amendment of these Terms and Conditions will take effect when published on Revenue Online.

## **11. Liability of the Commissioner and the State of Western Australia**

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- 11.1 Without limiting the generality of the [Disclaimer](#), the Commissioner, the State of Western Australia, its agents, officers, and employees accept no liability for any loss, damage cost or expense (whether direct or indirect) incurred by any Person as a result of or in connection with:
  - 11.1.1 any error, omission, or misrepresentation in any information on Revenue Online or Online Insurance Facility
  - 11.1.2 any transactions undertaken by Persons who access and use Online Insurance Facility
  - 11.1.3 the unauthorised use of logins and passwords
  - 11.1.4 any interference or damage to computer systems, hardware, or software occurring as a result of access to and use of Revenue Online and Online Insurance Facility
  - 11.1.5 access to and use of Revenue Online or Online Insurance Facility in general
  - 11.1.6 any failure or delay of Revenue Online or Online Insurance Facility to provide information or perform operations as required
  - 11.1.7 the unavailability or disruption of Revenue Online or Online Insurance Facility and any other events beyond the control of the Commissioner and
  - 11.1.8 any other event, which affects the operation of Revenue Online or Online Insurance Facility.

## **12. Obligations under statutes**

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12.1 Nothing in these Terms and Conditions alters any obligations or requirements imposed on the Customer by the Taxation Administration Act and the Duties Act or any other law.

## **13. Notices**

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13.1 Sections 115 - 118 of the Taxation Administration Act apply to every notice or other communication referred to in these Terms and Conditions.

13.2 Unless otherwise stated, every notice or other communication from the Commissioner to the Customer referred to in these Terms and Conditions may be served on the Customer by electronic mail through Revenue Online.

13.3 Unless otherwise stated, every notice or other communication from the Customer to the Commissioner referred to in these Terms and Conditions may be served on the Commissioner by electronic mail through Online Insurance Facility.

## **14. Governing law**

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14.1 These Terms and Conditions are governed by the law in force in Western Australia.

The Commissioner and the Customer irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them. The Commissioner and Customer waive any right either has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

14.2 All rights not expressly granted herein are reserved.