

Policy Schedule

Students Liabilities Insurance Master Policy

This Policy Schedule, together with the Policy Wording, form Your contract of insurance with Us. The Policy Schedule replaces all previous Policies Schedules issued to You.

Policy Number	P00087115
Policy Type	Students Liabilities Insurance Master Policy
Policy Wording	GLD71251 06/2024
Date of Issue	15/01/2025
Period of Cover	01/02/2025 – 01/02/2026 at 4:00pm
Insured	Nominated Members of Australian Chiropractors Association Limited
Association	Australian Chiropractors Association Limited
Professional Services	The professional business services provided by You or on Your behalf whilst taking part in a course or program of study approved by the Council on Chiropractic Education Australasia Limited, its agents, legal predecessors or successors and where such course or program of study leads to a chiropractic qualification required for practice and registration as a chiropractor in Australia.
Business	The activities provided by You or on Your behalf whilst taking part in a course or program of study approved by the Council on Chiropractic Education Australasia Limited, its agents, legal predecessors or successors and where such course or program of study leads to a chiropractic qualification required for practice and registration as a chiropractor in Australia.
Premium Amount	
Base Premium	\$0
GST	\$0
Stamp Duty	\$0
Total Amount Payable	\$0
Professional Indemnity	
Limit of Liability	\$10,000,000 any one Claim per Nominated Member \$10,000,000 in the aggregate any one Period of Cover per Nominated Member \$75,000 Abuse and/or Molestation Defence Costs sub-limit \$250,000 Loss of Documents sub-limit \$100,000 Inquiries and Proceedings sub-limit
Excess (Costs Inclusive)	\$1,000 Loss of Documents
Public and Products Liability	
Public Liability Limit of Liability	\$10,000,000 any one Claim per Nominated Member \$10,000,000 in the aggregate any one Period of Cover per Nominated Member
Products Liability Limit of Liability	\$10,000,000 any one Claim per Nominated Member \$10,000,000 in the aggregate any one Period of Cover per Nominated Member

Basis of Cover	Claims made
Retroactive Date	31/12/1985
Territorial Limitation	Australia
Jurisdiction Limitation	Australia
Excess (Costs Inclusive)	Nil unless otherwise stated
Cover Commencement	Cover provided to the Nominated Member under this Policy does not commence until the Australian Chiropractors Association Limited has accepted the Application for student membership. The Australian Chiropractors Association Limited is responsible for advising Guild Insurance Limited of all Nominated Members.

Changes to Your standard Cover

The following Additional Benefit is added to Section – Professional Indemnity:

Private Student Placement – Clinical Training

Notwithstanding exclusion:

> 'Non-student Activities':

We will Cover You for Your civil liability in respect of any Claim as a result of a breach of professional duty by You in the provision of the Professional Services provided by You whilst participating in clinical training as part of a private student placement:

Provided that:

- i. such Claim is first made against You and notified to Us during the Period of Cover; and
- ii. You are enrolled in a course of study relevant to the Professional Services You are providing; and
- iii. the Professional Services are within the scope of training provided by Your course of study; and
- iv. You are not being paid a fee or any other remuneration to provide the Professional Services; and
- v. You are, at all times, under the direct supervision and control of a registered practitioner who is qualified in the same discipline as Your course of study; and
- vi. the registered practitioner has current and unconditional registration in the same discipline as Your course of study, as required under any legislation in Australia; and
- vii. You have taken all reasonable steps to ensure that the registered practitioner has current and adequate professional indemnity insurance in place that meets Australian regulatory requirements, and which includes vicarious liability cover for the acts, errors, omissions or conduct of any student practitioners they supervise.

Important notice about your policy renewal.

Students Liabilities Insurance

Important information – Please read carefully

We have recently made changes to our Students Liabilities Insurance Master Policy Wording which forms part of your insurance contract with us. The information below outlines the changes to your policy. Please read the enclosed Policy Wording, together with your schedule and any addendum. Please do not hesitate to contact your Guild Insurance representative if you do not understand these changes or wish to discuss your policy.

What's changed	What does this mean for you	Section applicable
Clarification:	<ul style="list-style-type: none"> > The language and/or structure of some clauses have been changed. > We continuously change our policy wordings to remove ambiguity and make them easier to understand. > Any such changes do not impact the scope of cover provided. 	Throughout your policy wording
Clarification: Alteration of Risk	<ul style="list-style-type: none"> > We have added some clauses to highlight that you need to advise us if your membership status of the association named in the schedule changes and that we are entitled to cancel your participation in this policy if you are no longer a nominated member. > If this happens, please contact us. 	Important Notices Conditions/Alteration of Risk Conditions/Available to Nominated Members Only
Reduced Cover: Abuse and Molestation	<ul style="list-style-type: none"> > We will not cover claims related to actual or alleged abuse and/or molestation. > We will not cover any compensation you are liable for. > We will provide limited cover for 'Abuse and/or Molestation Defence Costs'. > The limit of cover we will provide you for 'Abuse and/or Molestation Defence Costs' and any applicable excess is stated in your schedule. 	General Definitions/Abuse and/or Molestation General Exclusions/Abuse and/or Molestation Professional Indemnity/ Additional Benefits/Abuse and/or Molestation Defence Costs
Reduced Cover: Cyber Events	<p>We have introduced a 'Cyber Event' exclusion that impacts the scope of cover provided under certain sections of the policy.</p> <p>Professional Indemnity</p> <ul style="list-style-type: none"> > Cover is provided for a 'Cyber Incident' – e.g. accidental loss, damage or misuse of data. > Cover is not provided for a 'Cyber Act' – e.g. criminal or malicious cyber-attack. <p>Public and Products Liability</p> <ul style="list-style-type: none"> > Cover is provided for your liability for physical damage to a computer caused by a 'Cyber Incident' – e.g. accidental loss or damage to a computer. > Cover is not provided for your liability for any other property damage, or bodily injury, including mental anguish, resulting from a 'Cyber Incident' – e.g. emotional distress caused by accidental loss, damage or misuse of data. > Cover is not provided in relation to a 'Cyber Act'. 	Definitions/Computer; Computer Virus; Cyber Act; Cyber Event; Cyber Incident; Malware; Social Engineering Fraud Exclusions/Cyber Event

Important notices

Available to Nominated Members only

This Policy is only available to student Nominated Members of the Australian Chiropractors Association Limited. If You cease to be a Nominated Member or, Your membership status otherwise changes or You are no longer a student, You must tell Us as soon as reasonably possible.

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.

Claims Made and Notified Cover

This Policy operates on a 'claims made' basis of Cover.

A 'claims made' basis of Cover means that We only Cover Claims first made against You during the Period of Cover. You must advise Us during the Period of Cover of any Claim first made against You by another party. If You do not notify Us during the Period of Cover You may not be Covered under this Policy.

You should refer to the policy-booklet for the full description of the 'claims made' Cover provided.

This Policy does not provide Cover in relation to:

- > acts, errors, omissions or conduct occurring or committed by You prior to the Retroactive Date of the Policy Section Cover as stated in the Schedule (if such a date is actually specified in the Schedule);
- > a Claim made after the expiry of the Period of Cover even though the act, error, omission or conduct giving rise to the Claim may have occurred during the Period of Cover;

- > Claims made, threatened or intimated against You prior to the commencement of the Period of Cover;
- > facts or circumstances of which You first became aware prior to the Period of Cover and which You knew or ought reasonably to have known had the potential to give rise to a Claim or other claim Covered under this Policy; or
- > any Claim, fact or circumstance that may give rise to a Claim or Inquiry disclosed or reported to Us or any other insurer under any insurance policy prior to the Period of Cover.
- > Where You have given notice in writing to Us of any facts or circumstances that might give rise to a Claim against You as soon as reasonably practicable after You become aware of those facts or circumstances but before the expiry of the Period of Cover You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) or any subordinate legislation, subsequent amendment, re-enactment, replacement or successor legislation to be indemnified in respect of any Claim subsequently made against You arising from those facts or circumstances notwithstanding that the Claim is made after the expiry of the Period of Cover.

Any such rights arise under the Insurance Contracts Act 1984 (Cth) or any subordinate legislation, subsequent amendment, re-enactment, replacement or successor legislation only. The terms and effect of this Policy are that You are not Covered for Claims made against You after the expiry of the Period of Cover.

Privacy

We are committed to complying with privacy laws and protecting Your personal information. By entering into a contract with Us, You agree to:

- > the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;
- > the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representative;
- > the use and disclosure of Your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- > the collection from, and/or disclosure of, Your personal information to a third party which may include Your Professional Association, Your employer and Our service providers (including but not limited to other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance policy or a claim under this Policy;

- > the disclosure of Your personal information to overseas recipients, where relevant, such as offshoring operational and administrative functions to the Philippines under locally incorporated subsidiary Guild Solutions Inc (GSI), some of Our global reinsurers and Fiji for debt recovery administrative services; and
- > the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If You do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You may access personal information We hold about You by contacting Us.

If You would like to make a complaint about how We have handled Your personal information please contact Us and speak to one of Our staff who will assist You.

Our privacy policy contains further information on access, correction and complaints handling procedures and can be accessed online at guildinsurance.com.au/privacy-policy. Alternatively, You can write to Us at Locked Bag 32010, Collins Street East VIC 8003 or contact Us during office hours and We will arrange for a copy of the privacy policy to be provided to You.

Guild Insurance

171 Collins St, Melbourne VIC 3000

Postal: Locked Bag 32010, Collins Street East VIC 8003

Telephone: 1800 810 213

Facsimile: (03) 9810 9810



Underwritten by

