

## 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.

<b>Policy Number</b>	P00087115
<b>Policy Type</b>	Students Liabilities Insurance Master Policy
<b>Policy Wording</b>	GLD71251 06/2024
<b>Date of Issue</b>	15/01/2026
<b>Period of Cover</b>	01/02/2026 – 01/02/2027 at 4:00pm
<b>Insured</b>	Nominated Members of Australian Chiropractors Association Limited
<b>Association</b>	Australian Chiropractors Association Limited
<b>Professional Services</b>	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.
<b>Business</b>	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.
<b>Premium Amount</b>	
Base Premium	\$0
GST	\$0
Stamp Duty	\$0
<b>Total Amount Payable</b>	\$0
<b>Professional Indemnity</b>	
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
<b>Public and Products Liability</b>	
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

<b>Basis of Cover</b>	Claims made
<b>Retroactive Date</b>	31/12/1985
<b>Territorial Limitation</b>	Australia
<b>Jurisdiction Limitation</b>	Australia
<b>Excess (Costs Inclusive)</b>	Nil unless otherwise stated
<b>Cover Commencement</b>	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 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](https://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

