Be part of something bigger.

Employers' Indemnity Insurance
Workers Compensation Policy
Tasmania



Guild INSURANCE

Don't go it alone

Making the choice that's better for you.

Guild Insurance Workers Compensation insurance gives you the confidence you're protected by a leading Australian insurer.

This policy booklet details everything you need to know about your policy, including any exclusions or limitations that apply.

Please read it carefully and keep it in a safe place with your policy schedule.

The value of insurance to a business is undeniable.

Welcome to Guild Insurance

Thank you for insuring with Guild Insurance. We are pleased to provide you with your policy documentation.

Your business is in good company.

Just ask the tens of thousands of Australian businesses we've been protecting for over 60 years.

Since being established in 1963, the ethics of honesty, integrity and professional excellence is what has continued to drive our success.

Our boutique approach to Workers Compensation insurance allows our team to work closely with you to ensure your legal requirements are fulfilled.

So if the time comes to make a claim, you can enjoy the confidence and peace-of-mind that comes with insuring with one of Australia's leading insurance providers.

Cover you can rely on

You and your business are exposed to a number of risks each day, and worrying about them is the last thing you need.

With Guild Insurance you've got peace-of-mind knowing our comprehensive, Workers Compensation insurance is helping to protect you, your staff and your business so you can get on with doing what you do best.

About Guild Insurance

This Policy is underwritten by Guild Insurance Limited, ABN 55 004 538 863 and AFS Licence number 233791, of 171 Collins Street, Melbourne, Victoria 3000. Guild Insurance Limited (hereafter referred to as We, Us or Our). Guild Insurance is 100% Australian-owned and privately held.

If you have any questions, feel free to call Guild Insurance on **1800 810 213**.

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Important Notices

GST – Goods and Services Tax

This Policy has a GST provision in relation to premiums payable for this Policy.

Your Privacy

We take the security and privacy of Your personal information seriously. We are committed to complying with privacy laws and protecting Your personal information.

We collect personal information directly from You where possible, or from Your representative and/or Your insurance intermediary. We only collect what We need to evaluate, provide and administer insurance products and services, process claims and improve our services. We will seek Your consent before collecting sensitive information unless the law allows otherwise.

We may disclose 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;
- to a person, regulatory bodies or other entities if We are required or permitted to do so by law;
- to a third party which may include Your employer, our distribution partners (including Your professional association where applicable), and Our service providers (including but not limited to Your insurance intermediary, 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; and
- to inform You of other products and services offered by Us, Our related entities or Your representative.

We take reasonable steps to ensure Your information is handled in line with Australian privacy requirements.

If You choose not to provide the information We request, We may not be able to provide or administer Your insurance or assess and process a claim.

Our Privacy Policy explains how We handle Your personal information, how information is used and disclosed, how information is stored and how You can access or correct it. Our Privacy Policy also informs You on how to make a privacy complaint.

You can read our Privacy Policy at **guildinsurance.com.au/privacy-policy**, call **1800 810 213**, or write to Guild Insurance Limited, Locked Bag 32010, Collins Street East VIC 8003.

Complaints and Disputes Resolution

When a complaint or dispute arises our objective is to resolve any disagreement as amicably and quickly as possible.

If you would like to make a complaint please call us during office hours and speak to one of our staff who will assist you.

In those instances where we and you cannot resolve your complaint to your satisfaction we have a formal complaints and dispute resolution process that is fair, efficient and accessible to all our customers.

You may request that the matter be referred to our internal dispute resolution process. This service is free of cost to you. You can view our complaints resolution procedures at **guildinsurance.com.au/dispute-resolution-process**

If our internal dispute resolution facility is unable to resolve your dispute and you wish to take the matter further we will advise you of any other options including you seeking independent legal advice at your own expense.

Preamble

The application, Policy and any certificates and Schedules annexed or attached thereto, and the Workers Rehabilitation and Compensation Act 1988 (as amended) and any rules and regulations issued thereunder shall be read together, and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear unless otherwise specifically indicated.

Whereas by virtue of the Workers Rehabilitation and Compensation Act 1988 (hereinafter called “the Act”, which term shall include any rules and regulations issued thereunder) it is provided that every employer who is not a self-insurer shall maintain in force with a licensed insurer a Policy of Insurance that indemnifies the Employer in respect of the matters referred to in section 97 of the Act.

And whereas the Insured named in this Policy (hereinafter called “the Employer”) is carrying on the business stated in the Schedule and has made to Guild Insurance Limited, a licensed insurer (hereinafter called “the Insurer”) a written application and wages declaration containing certain particulars and statements which it is hereby agreed shall be the basis of this contract and be considered as incorporated herein.

Now this Policy witnesses that in consideration of the payment by the Employer to the Insurer of the premium shown in the Schedule (which premium is subject to adjustment as hereinafter provided), if during the period stated in the Schedule hereto or to 4 o’clock in the afternoon of the last day of any subsequent period in respect of which the premium shall have been paid to and accepted by the Insurer, subject always to the provisions of Section 97AA of the Act, in any employment by the Employer.

Definitions

This Policy has words and terms with special meanings. We explain their meaning in the following definitions. These defined words or terms are shown with a capital letter at the start of each word. Please read all definitions carefully.

Insurer

means Guild Insurance Limited ABN 55 004 538 863.

Period of Cover

means the Period of Cover stated in the Schedule. 'Period of Cover' has the same meaning as 'Period of Insurance' in the Act.

Policy

means:

a. the Policy wording;

b. the Schedule and any addendum attached to the Schedule; and

c. any endorsement.

Schedule

means the current Schedule issued by the Insurer which forms part of this Policy and shows the Policy number together with the details of the cover and premium.

Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Wages

means all gross salary plus holiday pay and loading, public holidays, value of board and lodging, bonuses, car allowance, clothing allowance, commission, industry allowance, payment to working directors, over award payments, overtime, penalty rates, superannuation payments (if salary sacrificed) and third party remuneration (if salary sacrificed).

Worker

means a worker as defined in the Act.

Basis of cover

If in any employment:

a. a Worker suffers an injury, not being a disease, arising out of and in the course of his or her employment; or

b. a Worker suffers an injury, which is a disease arising out of and in the course of his or her employment and to which such employment contributed to a substantial degree; and the Employer is, except as is otherwise provided by the Act, liable to pay compensation in accordance with the Act, or to pay any sum independently of the Act in respect of an injury suffered by a Worker and in respect of which the Employer is liable under Section 25 of the Act to pay compensation, or if any person employed by the Employer is liable to pay any sum in respect of an injury suffered by a Worker for which injury the Employer is liable under Section 25 of the Act to pay compensation, then, in every such case the Insurer will indemnify the Employer and each Worker against all sums for which the Employer and every Worker shall be so liable; the Insurer will also pay all costs and expenses incurred with the written consent of the Insurer in connection with the defence of any legal proceedings in which such liability is alleged.

Provided always that the indemnity granted by this Policy is subject to the due observance and fulfilment of the Conditions of this Policy and any provisions endorsed hereon or attached hereto which Conditions and provisions are to be read as part of this Policy and shall be Conditions precedent to any liability of the Insurer under this Policy.

Provided further that this Policy shall be subject to the Act and any rules and regulations made thereunder, all of which shall be deemed to be incorporated in and form part of this Policy.

Exclusions

1. Terrorism

1.1 This Policy does not cover and the Insurer will not be liable for any claim under this Policy for, directly or indirectly arising out of or in any way connected with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss, Damage, Bodily Injury or liability or for any cost or expense including any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

Any claim for compensation in respect to an act of Terrorism is subject to the provisions contained in the Act.

Conditions

1. Alteration of Risk

1.1 Notice in writing shall be given to the Insurer as soon as possible of every change materially altering the business or occupation of the Employer or any Workers or affecting the nature or extent of the risk hereby insured.

2. Additional Premium

2.1 Should any change materially altering the business or occupation of the Employer or any Workers or affecting the nature or extent of the risk hereby insured occur during the Period of Cover granted by this Policy or any renewal thereof or should the cover for which insurance is required by the Workers' Rehabilitation & Compensation Act 1988 or any amendment thereto be altered during such period of renewal, the Employer shall pay to the Insurer such further or additional premium as the Insurer shall impose for the balance of such Period of Cover or renewal and such further or additional premium shall be subject to adjustment under the succeeding provisions of these Conditions as if it had been originally imposed.

3. Wages Records

3.1 The Employer shall supply the Insurer with a correct classified account of all Wages, salaries and other forms of remuneration paid or allowed and the number of Workers engaged during any Period of Cover within 21 days of the expiry of such Period of Cover and at such other time or times during any Period of Cover that the Insurer may in writing nominate and if the amount paid or the number of Workers engaged in each classification shall differ from that on which the premium has been paid, the difference in premiums shall be met by a further payment to, or a refund by, the Insurer as the case may be, provided that the amount to be retained by the Insurer shall in no case be less than such minimum premium as may be prescribed.

4. Notices

4.1 Every notice or communication to be given or made under this Policy shall be delivered in writing at the office of the Insurer from which the Policy has been issued and shall, wherever appropriate, comply with the requirements of the Act.

5. Notice of Injury and Claim

5.1 The Employer shall give notice to the Insurer of any injury to a Worker or claim for compensation by a Worker as soon as practicable after information as to the happening of such or of any incapacity arising therefrom comes to the knowledge of the Employer or of any representative of the Employer and shall forward to the Insurer forthwith every written or verbal notice of claim and all proceedings or information relating to such injury or claim, and in the case where the claim is for compensation under the Act, no later than the period stated in Section 36 of the Act (within 3 working days).

6. Employer not to make Admissions

6.1 The Employer shall not incur any expense, litigation or otherwise, or make any payment settlement or admission of liability in respect of any injury or claim for which the Insurer may be liable under this Policy without the written authority of the Insurer. This Condition does not apply to the Employer's obligation to pay weekly payments under Section 81 of the Act, provided that the Employer has complied with Condition 5 above.

7. Subrogation

7.1 The Insurer shall be entitled to use the name of the Employer and any Workers of the Employer in respect of anything indemnified under this Policy including the bringing, defending, enforcing or settling of legal proceedings for the benefit of the Insurer. The Employer and any Worker shall give all necessary information and assistance and forward all documents to enable the Insurer to settle or resist any claim as the Insurer may think fit. The Insurer shall be entitled to use the name of the Employer and any Worker in any proceedings to enforce for the benefit of the Insurer, any order made for costs or otherwise shall have the right of subrogation in respect of all rights which the Employer and any Worker may have against any person or persons who may be responsible to the Employer or otherwise in respect of any claim covered by this Policy and the Employer and any Worker shall as and when required, execute any necessary documents for the purpose of vesting rights in the Insurer.

8. Safety and Rehabilitation

8.1 The Employer shall take all reasonable precautions to prevent injuries and shall comply with all statutory obligations. The Insurer shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery and appliances used in the Employer's business. The Employer will cooperate with the Insurer in devising and implementing any reasonable rehabilitation program for and on behalf of the Employer's Workers.

9. Alterations and Repair

9.1 So far as is reasonably practicable and subject to any lawful order made under any statute, no alteration or repair shall without the consent of the Insurer be made in any way to works, machinery or plant after any accident shall have occurred in connection therewith until the Insurer shall be notified and shall have had an opportunity of examining the same.

10. Premium

10.1 Subject to the Act, the first and every subsequent premium that may be accepted shall be regulated by the amount of Wages paid or allowed and/or the number of Workers engaged in each class of employment during each Period of Cover to all persons included in the indemnity.

11. Employment records

11.1 A record of the name, class of employment and earnings of every person included in this indemnity shall be kept by the Employer and the Workers shall at all times allow the Insurer or any officer duly authorised by the Insurer to inspect such records.

12. Sub-contracting

12.1 The Employer shall immediately notify the Insurer in the event of the letting of any contract during the Period of Cover and shall give the Insurer all such particulars with respect to such contract as the Insurer may require and shall pay to the Insurer forthwith on demand, the premium required to cover the liability with respect thereto.

13. Other Insurance

13.1 If at any time during the currency of the Policy or any renewal thereof there be any other indemnity or indemnities subsisting whether effected by the Employer or any other person covering the same, the Insurer shall not be liable to pay or contribute more than a rateable proportion of the liability in respect of any claim.

14. Assignment

14.1 No assignment of interest under this Policy shall bind the Insurer unless the written consent of the Insurer is endorsed hereon.

15. No Waiver of Conditions

15.1 No Condition or provision of this Policy shall be waived or altered unless the consent of the Insurer has been previously obtained and signed by endorsement hereon nor shall notice to any agent nor shall knowledge possessed by any agent or by any person be held to effect a waiver of alteration in this Policy or any part of it.

16. Cancellation of Policy

16.1 The Insurer may, at any time, by giving written notice to the Employer, cancel this Policy. The notice of cancellation shall be posted to the Employer at the address noted in the Policy and the cancellation of the Policy shall be effective on the expiration of seven clear days from the date of posting the notice. Notwithstanding the cancellation of the Policy as aforesaid, the Employer shall furnish a wages declaration showing the amount paid up to the time of cancellation in respect to the various classifications of its Workers, and the premium for the Period of Cover prior to cancellation shall be adjusted on a pro rata basis.

Who is the Insurer?

This Policy is issued by Guild Insurance Limited ABN 55 004 538 863,
AFS Licence No. 233791 of 171 Collins Street, Melbourne, Victoria 3000.

Effective date 31 October, 2026.

1800 810 213
guildinsurance.com.au

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