Be part of something bigger.

Employers' Indemnity Insurance
Workers Compensation Policy
Australian Capital Territory

Guild INSURANCE

Don't go it alone

Making the choice that's better for you.

Guild Insurance Workers Compensation cover 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 50 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) is part of the Guild Group of Companies, a wholly owned subsidiary of the Pharmacy Guild of Australia.

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

Table of Contents

Important Notices	4
Information About Your Policy	5
Definitions	6
The Policy	7
Conditions	8

Important Notices

GST – Goods and Services Tax

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

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 some of our reinsurers; 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

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/privacypolicy**.

Alternatively, you can write to us at Locked Bag 32010 Melbourne VIC 3001 or contact us during office hours and we will arrange for a copy of the privacy policy to be provided to you.

Complaints and Disputes Resolution

We work hard at building strong relationships with our clients. However, complaints and disputes may still arise and when that happens our objective is to resolve any disagreement as amicably and quickly as possible.

We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all our clients. This service is free of charge to you. Please do not hesitate to contact us should you have any matter which you feel has not been satisfactorily resolved.

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.

If your complaint cannot be resolved you can request that the matter be referred to our Dispute Resolution Manager who will endeavour to resolve it through our internal 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 provide you with information regarding a free external and independent dispute resolution service or other external dispute resolution options (if any) that may be available to you. Alternatively you may seek independent legal advice at your own expense.

You can view our complaints resolution procedures at **guildinsurance.com.au**.

Information About Your Policy

The Australian Capital Territory (ACT) Workers Compensation Act 1951 (the Act) requires every Employer to have a current compulsory insurance Policy to indemnify You for liability under the Act or independently of the Act for an injury to, or death of, each of its Workers.

If you fail to maintain a compulsory insurance Policy with an approved insurer You will be taken to have committed an offence under the Act, unless You are a non-business employer.

You carry on the business specified in the Schedule of this Policy within the ACT and have, by a written application and wages declaration, asked Guild Insurance Limited to provide You with insurance required by the Act.

Guild Insurance Limited is an insurer approved under the Act and has agreed to provide such insurance for the specified business.

This document is your compulsory insurance Policy. It tells You what You are covered for and outlines Your rights and obligations under the Policy.

The words and phrases used in this Policy have the same meaning as those words and phrases have in the Act, unless a different meaning is stated.

We will remind You at least 30 days before the end of the Period of Cover of the date on which the Policy will end.

The Premium for this Policy is set out in the Schedule to your policy. A proportion of the Premium is required to be paid by Us to the Default Insurance Fund (DI Fund). This proportion will be shown in the Schedule. The DI Fund commenced on 1st July, 2006. The DI Fund is established under section 166 of the Act. The DI Fund provides a safety net to meet the cost of workers compensation claims made by Workers if an employer does not have a compulsory insurance Policy as required by the Act; or an insurer collapses or is unable to meet the cost of claims against the workers compensation policies it has issued.

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.

Act

means the Workers Compensation Act 1951 of the Australian Capital Territory as amended from time to time, including any subordinate rules and regulations.

Employer

means the person or entity named in the Schedule as the Insured, as defined by the Act.

Period of Cover

means the period for which We insure You under this Policy, as stated in the Schedule. 'Period of Cover' has the same meaning as 'Period of Insurance' in the Act.

Policy

means:

a. the application;

b. the Policy wording;

c. wages declaration;

d. the Act;

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

f. any endorsement.

Premium

means the amount shown in the Schedule adjusted under clause 3 (including any government charges) which You must pay for the insurance We provide.

Schedule

means the Schedule issued by Us containing details of cover specific to You including but not limited to Your Policy number, the Period of Cover and any endorsements which attach to and form part of this Policy.

Wages

means all benefits (before tax is deducted) paid or allowed by You to Your Workers whether in money or money's worth including wages, salaries, remunerations, overtime, shift and other allowances, over-award payments, bonuses, commissions, directors fees, sick leave, holiday leave and long service leave payments, voluntary superannuation payments, termination pay, and fringe benefit payments.

We, Our, Us

means Guild Insurance Limited (ACN 004 538 863) AFS Licence No. 233791, of 171 Collins Street, Melbourne, Victoria 3000. 'We, Our, Us' has the same meaning as 'Insurer' in the Act.

Worker

means a Worker as defined by the Act and employed by You. 'Worker' has the same meaning as 'Employee' in the Policy.

You, Your, Yours

means the Insured named in the Schedule.

The Policy

1. Indemnity

1.1 Subject to Your payment of the Premium for the Period of Cover:

a. We will indemnify You for an unlimited amount against any compensation You are liable to pay;

b. We will pay all legal fees and expenses incurred, with our written consent, to defend any legal proceedings for compensation; but

c. We will not indemnify You for any amount for which the Act expressly states that You are not to be indemnified; and

d. We will not indemnify You for any penalty imposed under the Act.

1.2 The indemnity will only extend to the business specified in the Schedule.

This Policy is subject to the Act, as in force from time to time.

2. Premium

2.1 The Premium for the Period of Cover will be determined consistent with the Act taking into account the amount of Wages paid or allowed by You to Your Workers during each Period of Cover, but such Premium will be adjusted if:

a. for a 6 month period or the Period of Cover, the total amount of Wages paid by You differs from the amount on which the Premium has been paid – then the difference in Premium will give rise to a further proportionate payment to Us, or a refund by Us, as the case may be, except that We will keep any minimum Premium stated in the Schedule;

Conditions

3. Statutory compliance

3.1 You must comply with the Act and take all reasonable care to prevent and reduce the likelihood of workplace injuries. You must understand Your obligations under the Act especially chapter 5 (Injury Management Process) and chapter 6 (Claims) - section 126 (Action by Employer in relation to claims) in particular.

3.2 You must notify Us of any and all injuries within 48 hours of You or Your representative becoming aware of an injury, otherwise You may be liable to pay weekly compensation to Your Workers from the date of injury until the date You notify Us.

3.3 Upon receipt of notice of injury from Your Worker You may be liable to make weekly compensation payments to Your Worker.

3.4 As soon as You can but within 7 days of receipt of a claim for compensation with accompanying medical certificate or any document relating to a claim You must:

a. forward to Us all documents relating to any injury, claim or proceedings; and

b. answer any written request from Us for further information or tell Us in writing if You do not have or cannot reasonably obtain that information.

3.5 If Your Worker is capable of making a claim for compensation within 7 days of the date of notice of injury but has failed to do so then You must cease making payments of weekly compensation from the 8th day following receipt of the notice of injury. But if and when a claim for compensation is made You must recommence making weekly compensation payments to Your Worker.

3.6 Your obligation is to provide Us with information in accordance with the Act as set out in condition 8 (Information You must give Us) of this Policy.

3.7 We will meet our obligations under the Act, including those about injury management and claims handling.

4. No Admissions

4.1 You must not, without Our written agreement, incur any expense or make any payment, settlement or admission in respect of any injury to or claim made by any Worker.

5. Inspection

5.1 We may at any reasonable time have Our employees or agents inspect any sites, materials or equipment used in Your business. We may do so after the completion of any Period of Cover for the purpose of any ongoing claim or proceedings about an injury to, or death of, a Worker.

5.2 To the extent that You are able to, You or Your representative/s must not, without Our agreement, modify or repair any works, machinery or plant, connected with an injury to, or death of, a Worker until We have had an opportunity to inspect it.

5.3 We may at any reasonable time have Our employees or agents inspect You cords to determine the Wages and the numbers and categories of paid and unpaid Workers for any Period of Cover.

6. Legal Action and Cooperation

6.1 You must give Us all necessary information, documents and assistance to enable Us to settle or defend any claim or proceedings.

6.2 We can use any of the legal rights You have against someone else and You must if required, sign any necessary documents and cooperate with Us in Our attempts to settle, defend or recover from any claim, which We may do using Your name. Cooperating with Us may include You and/or Your Workers attending court to give evidence.

7. Wage and Worker records

7.1 You must keep up to date records of the names and Wages of each of Your Workers.

8. Information You must give Us

8.1 Section 62(3) of the Act requires that You provide Required Information.

8.2 Conditions 8.3 and 8.4 do not apply to You if You are a non-business employer.

8.3 When You apply for or renew this Policy, You must immediately notify us in writing of any changes you know of which materially alter any of the facts or circumstances that existed at the commencement of this Policy, including a change in your Business operations. You must give Us the application or renewal together with a statement, in relation to the proposed insurance period, setting out the following employer's estimate information:

a. the number of Your Workers in each determined category (those categories being determined under the Act) to be employed by You in the Period of Cover;

b. the total Wages to be paid to Your Workers in each category in the Period of Cover;

c. the number of paid and unpaid Workers who will work for You during the Period of Cover;

d. the approximate amount of time each paid and unpaid Worker will work for You during the Period of Cover.

8.4 Within 30 days after the date the Policy is renewed You must give Us a statement of the total Wages paid by You to Workers in the period from the day the Policy was issued or last renewed to the day before the latest renewal.

8.5 Within 30 days after the day the Policy ends or is cancelled You must give Us a statement of the total Wages paid by You to Workers in the period during which the Policy was in force from the day it was issued or last renewed.

8.6 If immediately before You were issued with this Policy You were insured by a different insurer, within 30 days after the day this Policy was issued You must give Us a copy of the statement of the total Wages paid by You to Workers for the previous period of cover.

8.7 It is an offence to knowingly give information in a statement that is false or misleading or omits anything without which the information is misleading.

9. Information You must give to an inspector

9.1 You must provide information about this Policy to an inspector, appointed by the director-general under the Act, within 3 days of receipt of a written notice from such an inspector.

10. No waiver of conditions

10.1 A provision of this Policy may only be waived or altered if We give and endorse our consent to that on this Policy.

11. Cancellation of Policy

11.1 We may at any time, by written notice to You, cancel this Policy, but only by following a protocol approved by the Minister. If You ask for a copy of any approved protocol We will provide You with one. Any cancellation will be effective 7 days after We post the notice to You at the address stated in the Schedule.

11.2 If We cancel this Policy, We will refund to You any Premium for the remainder of the Period of Cover, except that We may retain any minimum Premium notified in the Schedule.

11.3 You may at any time, by written notice to Us, cancel this Policy. Cancellation will be effective from the date We receive Your written notice. We will refund to You any Premium for the remainder of the Period of Cover, except that We may retain any minimum Premium notified in the Schedule.

11.4 Any cancellation of this Policy, by You or by Us, will require a wages declaration to be completed.

12. Transfer of Policy

12.1 You may not transfer any interest under this Policy unless We endorse our consent to that on this Policy. You must provide Us with notice of any change to the structure of Your business, including changes to partnerships, in order that We may consider transferring this existing Policy or issuing a new Policy to take account of such change.

13. Service of notices

13.1 Every notice or communication which You must give or make under this Policy must be delivered in writing to Our office, unless We have agreed in writing to accept it by telephone, email or other electronic means.

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 1 January 2017

1800 810 213
guildinsurance.com.au

Guild INSURANCE

Don't go it alone

GLD3637 Employers Indemnity Insurance Workers Compensation ACT PDS 04/2025.