

Early Learning Business Insurance

Supplementary Product Disclosure Statement

Preparation Date – 15 August 2025

This is a Supplementary Product Disclosure Statement (SPDS) for the Early Learning Business Insurance Policy GLD71787 12/2024 issued by Guild Insurance Limited ABN 55 004 538 863, AFS Licence No 233791, 171 Collins Street, Melbourne Vic 3000.

This SPDS supplements the Product Disclosure Statement (PDS) and Policy Wording Early Learning Business Insurance GLD71787 12/2024 Effective date on or after 1 December 2024 and must be read together with this document and any other SPDS we may give you for the PDS.

The purpose of this SPDS is to:

- Amend the Additional Benefit – Abuse and/or Molestation Cover in Section - Public and Products Liability and Additional Benefit - Fraud and Dishonesty in Section - Professional Indemnity to clarify how the additional benefits will operate in certain situations.

Changes to the PDS

Your PDS is amended by the following:

1. On page 104 of the PDS and Policy Wording, the additional benefit – ‘Abuse and/or Molestation Cover’ is deleted and replaced with the following:

Abuse and/or Molestation Cover

We will Cover You for Your civil liability in respect of any Claim in respect of Abuse and/or Molestation which arises directly as a result of an Occurrence happening in connection with Your Business:

Provided that the Claim is first made against You and notified to Us during the Period of Cover.

We will not Cover a person or entity if:

- i. You are not an Approved Provider of the relevant Business insured under this Policy; or
 - ii. that person or entity has not complied with all relevant statutory requirements, published professional and government protocols, including but not limited to all relevant approved training, standards and directives, and all guidelines on child safety; or
 - iii. by any act or omission, that person or entity has committed, condoned or consented to such Abuse and/or Molestation; or
 - iv. it is found by way of an admission or final adjudication that that person or entity perpetrated such Abuse and/or Molestation.
- For the purpose of cover under this additional benefit:
- i. each event of Abuse and/or Molestation of an individual person is the event, and only event, for the purpose of an Occurrence.
 - ii. where there are multiple events over time against the same individual person involving the same perpetrator and/or a Connected Perpetrator it will be deemed to be a series of events.
 - iii. events against different individual persons are to be separate and distinct events which are not deemed a series of events, even if the same perpetrator and/or a Connected Perpetrator is involved, such that there will be a separate Occurrence for each affected individual person.
 - iv. the date of the first event of Abuse and/or Molestation of an individual person is deemed as the date of the Occurrence for that individual person.
 - v. all Claims directly or indirectly arising out of or in any way connected with the Abuse and/or Molestation of the same individual person, irrespective of the number of events or Occurrences, will be deemed to jointly constitute one Claim and one Limit of Liability and one Excess will apply in accordance with the condition – Multiple Claims in this Section.

vi. all Claims directly or indirectly arising out of or in any way connected with the Abuse and/or Molestation involving the same perpetrator, or Connected Perpetrators irrespective of whether different individual persons are Abused and/or Molested, will be deemed to be first made against You at the time the first Claim involving that perpetrator or Connected Perpetrators was notified to Us.

Our maximum liability under this additional benefit for any one Claim and all Claims in the aggregate during the Period of Cover will be limited to the Abuse and/or Molestation Cover sub-limit stated in the Schedule.

An Excess may apply to this additional benefit. The amount of any applicable Excess is stated in the Schedule.

If there is a conflict between this additional benefit and exclusions – 'Fraudulent, Dishonest, Criminal, Malicious, Wilful or Intentional Acts', 'Abuse and/or Molestation' or 'Professional Liability', the provisions of this additional benefit will apply to the extent of any inconsistency.

For the purpose of this additional benefit 'Connected Perpetrator' means a person who has:

- a. committed, concealed, encouraged, aided or assisted in the commission of the same or related acts of Abuse and/or Molestation which involves the same individual person(s); or
- b. unlawfully created, shared or disseminated information in relation to the same or related acts of Abuse and/or Molestation which involves the same individual person(s).

2. On page 95 of the PDS and Policy Wording, the additional benefit- 'Fraud and Dishonesty' is amended by the addition to paragraph ii. of the words '> Abuse and/or Molestation'.

Fraud and Dishonesty

We will Cover You and Your:

- > Student Practitioners; and
- > Voluntary Workers;

for Your or their civil liability in respect of any Claim as a result of any fraudulent, dishonest, criminal or malicious act, error, omission or conduct in the provision of the Professional Services where the Claim was first made against You or them and notified to Us during the Period of Cover:

Provided that:

We will not Cover:

- i. any of You or them who committed or condoned the act, error, omission or conduct excluded under exclusion 'Fraudulent, Dishonest, Criminal, Malicious, Wilful or Intentional Acts'; or
- ii. any Claim relating to:
 - > Money or electronic funds or records of electronic funds;
 - > the unauthorised or illegal transfer of Money, land or other property by any means; or
 - > Abuse and/or Molestation.

If there is a conflict between this additional benefit and exclusions - 'Fraudulent, Dishonest, Criminal, Malicious, Wilful or Intentional Acts' the provisions of this additional benefit will apply to the extent of any inconsistency.

1800 810 213
guildinsurance.com.au



Don't go it alone