Be part of something bigger.

Guild Early learning
Employers' Indemnity Insurance
Workers Compensation Policy
New South Wales



Guild
early learning

Don't go it alone

Making the choice that's better for you.

It's important you and your Workers feel safe, healthy and supported when caring for the children in your centre – one of the most vital jobs in our community. Guild Early Learning Workers Compensation gives you the confidence you and your employees are protected.

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 Early Learning

Guild Early Learning Pty Limited ACN 618 589 370, ABN 516 185 893 70 is an authorised representative of Guild Insurance Limited ABN 55 004 538 863, AFSL 233791 (the policy issuer). Guild Early Learning (GEL) has an arrangement with Guild Insurance to distribute the Guild Early Learning Workers Compensation Policy issued by Guild Insurance (the insurer). We are pleased to provide you with your policy documentation.

Your business is in good company

For more than 60 years, Guild Insurance (GIL) has been insuring early learning and childcare centres across Australia. And for the last 40 years, GIL has been helping businesses with their Workers Compensation needs. So it makes perfect sense that we combine the two to offer you Guild Early Learning (GEL).

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 being with one of Australia's leading insurance providers – Guild Insurance.

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 Early Learning you've got peace-of-mind knowing our approach to Workers Compensation is helping to protect you, your employees and your business so you can get on with doing what you do best.

About Guild Early Learning

Guild Early Learning is an authorised representative of Guild Insurance Limited (hereafter referred to as the insurer) of 171 Collins Street, Melbourne, Victoria, 3000. Guild Insurance is 100% Australian-owned and privately held.

If you have any questions, feel free to call us 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.

Claim Excess

An excess will be applied to a claim where weekly entitlements are paid.

The prescribed excess amount for the 1987 Act, section 160(1) is the total of the amounts an insurer must pay as weekly compensation payments for—

(a) the first week of the Worker's injury in which the Worker's entitlement to weekly compensation is more than $0, and

(b) the week immediately after the week specified in paragraph (a).

Part 1 Preliminary

1 Definitions

In this Policy:

Employer

means the person or entity named as the employer in the schedule insured under this Policy, being the person named as the Employer in the Schedule.

Insurer

means the insurer of the Employer under this Policy, being the person named as the Insurer in the Schedule.

Period of Cover

means the period specified in the Schedule as the period during which this Policy is in force, and any subsequent period in respect of which this Policy is duly renewed. 'Period of Cover' has the same meaning as 'period of insurance' in the Act.

Schedule

means the schedule most recently issued by the Insurer to the Employer as the schedule in respect of this Policy. 'Schedule' has the same meaning as 'Schedule of Employer Particulars' in the Act.

the Act

means the *Workers Compensation Act 1987* and includes the *Workplace Injury Management and Workers Compensation Act 1998*.

the Proposal

means the proposal for insurance in respect of which this Policy is issued (made by the Employer to the Insurer).

Worker

has the same meaning as in the Act (including the extended meaning it has because of Schedule 1 (Deemed employment of Workers) to the Act).

2 Proposal and Schedule form part of your Policy

The Proposal is the basis of this contract of insurance. Both the Proposal and the Schedule are considered to form part of this Policy.

Part 2 Cover Provided By This Policy

3 What the Insurer is liable for

The Insurer will indemnify the Employer against all of the following sums for which the Employer becomes liable during or in respect of the Period of Cover:

(a) compensation that the Employer becomes liable to pay under the Act to or in respect of any person who is a Worker of the Employer (including any person to whom the Employer is liable under section 20 of the *Workers Compensation Act 1987*),

(b) any other amount that the Employer becomes liable to pay independently of the Act (but not including a liability for compensation in the nature of Workers compensation arising under any Act or other law of another State, a Territory or the Commonwealth or a liability arising under the law of another country) for any injury to any such person (not including liability in respect of an injury, suffered by a person other than such a Worker, arising out of any rescue or attempted rescue),

(c) costs and expenses incurred with the written consent of the Insurer in connection with the defence of any legal proceeding in which any such liability is alleged.

The Insurer will not indemnify the Employer for the Employer's liability for GST payable on the settlement of a claim.

4 Businesses and industrial activities to which Policy applies

This Policy applies to a business or industrial activity described in the Schedule. The Employer can change the businesses or industrial activities to which this Policy applies by giving notice of the change in writing to the Insurer. The Schedule is taken to have been changed to give effect to any such notice given by the Employer. The premium payable for this Policy is to be adjusted in accordance with any change in the businesses or industrial activities to which this Policy applies.

5 Insurer is directly liable to Workers

The Insurer (as well as the Employer) is directly liable to any Worker and (if the Worker dies) to the Worker's dependants or other persons to pay the compensation under the Act or other amount independently of the Act for which the Employer is liable and indemnified under this Policy. This means that a claim can be made and action taken directly against the Insurer.

6 Insurer is bound by judgments etc against Employer

The Insurer is bound by and subject to any judgment, order, decision or award given or made against the Employer, in respect of any liability for which the Insurer is liable to indemnify the Employer under this Policy.

7 Premium

The premium for this Policy is calculated in accordance with the Workers Compensation Market Practice and Premiums Guidelines.

Part 3 Conditions of Policy

8 Employer must give Insurer or the Nominal Insurer notice of injury to Worker

The Employer must notify the Insurer or the Nominal Insurer within 48 hours after becoming aware that a Worker has received a workplace injury.

9 How notices are to be given

(1) Notices to be given under this Policy to the Insurer are to be given by being delivered, posted or transmitted electronically to the address of the Insurer last notified to the person giving the notice.

(2) Notices to be given under this Policy to the Employer are to be given by being delivered, posted or transmitted electronically to the address of the Employer last known to the Insurer.

(3) The notification of injury required by clause 8 is to be given to the Insurer in the manner required by subclause (1) or in such other manner as the Insurer indicates to the Employer that the Insurer will accept.

10 Employer not to make admissions etc

The Employer must not, without the written authority of the Insurer, incur any expense of litigation, or make any payment, settlement or admission of liability in respect of any injury to or claim made by any Worker.

11 Defence of proceedings

The Insurer can use the name 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 must comply with all reasonable requests by the Insurer for information, assistance and documents to enable the Insurer to settle or resist a claim.

12 Subrogation

The Insurer can use the name of the Employer in any proceedings to enforce, for the benefit of the Insurer, any order made for costs or otherwise. The Insurer has the right of subrogation in respect of all rights which the Employer may have against any person or persons who may be responsible to the Employer or otherwise in respect of any claim for any injury covered by this Policy. The Employer must execute such documents as may be necessary for the purpose of vesting any of those rights in the Insurer, as and when required to do so by the Insurer.

13 Precautions to prevent injury

The Employer must take all reasonable precautions to prevent injury.

14 Alterations and repairs following injury

So far as is reasonably practicable, the Employer must not alter or repair any work, machinery, plant, way or appliance after an injury to a Worker occurs in connection with it, until the Insurer has had an opportunity to examine it or has consented to the alteration or repair being made.

15 Insurer's right of inspection

The Insurer is entitled to inspect at any reasonable time any work, machinery, plant, way or appliance used in the Employer's business or industrial activity.

16 Assignment

An assignment of interest under this Policy does not bind the Insurer unless the written consent of the Insurer to the assignment has been obtained.

17 Renewal of Policy

This Policy is renewed on the expiration of the current Period of Cover to which it applies, except where:

(a) the Employer has given written notice to the Insurer (before the expiration of the current Period of Cover) that renewal is not required, or

(b) the Insurer has given the Employer notice in writing not less than 14 days before the expiration of the current Period of Cover that the Insurer refuses to renew the Policy, but the Insurer cannot refuse to renew this Policy unless the Authority has given its prior consent in writing to the refusal.

The period of each renewal is 12 months, or such shorter period as the Insurer and the Employer agree to before renewal.

18 Cancellation of Policy

(1) The Insurer may cancel this Policy at any time if the Insurer has first obtained the written consent of the Authority.

(2) The Insurer cannot cancel this Policy without that consent except in any circumstances approved by the Authority and specified in this Policy.

Part 3 Conditions of Policy (cont.)

(3) The Insurer cancels this Policy by giving notice of cancellation in writing to the Employer.

(4) The cancellation takes effect on the cancellation day notified in the notice of cancellation but that day must not be less than 7 days after the notice of cancellation is given to the Employer.

(5) Section 184 of the 1987 Act applies as if the Policy had been cancelled under that section.

19 No waiver or alteration

A provision of this Policy cannot be waived or altered unless the consent of the Insurer has been previously obtained and signified by endorsement on this Policy.

20 Employer must tell Insurer if unable to give suitable work requested by injured Worker

If a Worker employed by the Employer is partially incapacitated for work as a result of an injury and requests the Employer to provide suitable employment for him or her and the Employer does not immediately provide suitable employment, the Employer must promptly notify the Insurer of the following:

(a) the fact of the Worker's request and that the Employer has not provided suitable employment,

(b) any proposal to provide or arrange for suitable employment for the Worker, having regard to the certificate of capacity which the Worker supplies and to the Employer's return-to-work program (if any) or otherwise.

21 Employer must advise change of business or industry

The Employer must notify the Insurer, as soon as practicable, of any change in the business or industrial activity carried on by the Employer.

22 Records to be kept of wages

The Employer agrees to allow the Insurer to inspect the records kept by the Employer under section 174 of the 1987 Act.

Note. Section 174 of the 1987 Act requires the Employer to keep certain records (such as records of wages paid to Workers) and requires the Employer to keep those records for at least 5 years. The section gives the Authority certain rights to inspect those records.

23 Cover conditional on Employer complying with Policy, Act and regulations

The indemnity provided by this Policy is conditional on compliance by the Employer with the provisions of this Policy, the Act and the regulations under the Act.

24 Act and regulations form part of Policy

This Policy is subject to the provisions of the Act and the regulations under the Act and those provisions are taken to form part of this Policy.

Notes

1. Recovery of excess from Employer

Under section 160 of the 1987 Act, the Employer is required to repay the prescribed excess amount, as specified by the Workers Compensation Market Practice and Premiums Guidelines, in respect of each claim for weekly compensation paid by the Insurer.

An Employer is not required to make the repayment to the extent that the Insurer either offsets the amount against compensation duly advanced by the Employer to the claimant Worker or makes an appropriate debit against any amount standing to the Employer's credit for premiums.

2. Domestic Workers

If this Policy is issued for domestic or similar Workers (including when this Policy forms part of a household insurance package) it is to be read as if:

(a) the reference to the Employer carrying on business were a reference to the Employer employing domestic or similar Workers, and

(b) the provisions in clause 4 for the Employer to notify a change of business or industrial activity were omitted, and the provisions of clauses 17 (Renewal of Policy) and 21 (Employer must advise change of business or industry) were omitted.

3. Workplace injury management

The Employer of an injured Worker who has been totally or partially incapacitated for work has certain obligations under Chapter 3 of the *Workplace Injury Management and Workers Compensation Act 1998*, including an obligation under section 49 to provide suitable employment if the Worker is able to return to work. It is a condition of this Policy that the Employer must comply with the requirements of that Chapter, but only if the Insurer has taken appropriate steps to ensure that the Employer is made aware of those obligations.

Who is the Insurer?

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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.

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guildinsurance.com.au/gel

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GLD3612 GEL Employers Indemnity Insurance Workers Compensation Policy 10/2026.