

## 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>Date of Issue:</b>         | 01/06/2025   |
| <b>Policy Number</b>          | P00122395  |
| <b>Policy Type</b>            | Students Liabilities Insurance Master Policy   |
| <b>Policy Wording</b>         | GLD71251 06/2024   |
| <b>Period of Cover</b>        | 30/06/2025 – 30/06/2026 at 4pm   |
| <b>Insured</b>                | Nominated Members of the Australian Veterinary Association Ltd   |
| <b>Association</b>            | Australian Veterinary Association Ltd  |
| <b>Professional Services</b>  | The professional business services provided by You whilst taking part in a course or program of study approved by the Australasian Veterinary Boards Council Incorporated, its agents, legal predecessors or successors and where such course or program of study leads to a qualification in veterinary science or medicine required for practice and registration as a Veterinarian in Australia |
| <b>Business</b>               | The business activities conducted by You whilst taking part in a course or program of study approved by the Australasian Veterinary Boards Council Incorporated, its agents, legal predecessors or successors and where such course or program of study leads to a qualification in veterinary science or medicine required for practice and registration as a Veterinarian 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:           | <p>\$10,000,000 any one Claim per Nominated Member</p> <p>\$10,000,000 in the aggregate any one Period of Cover per Nominated Member</p> <p>\$150,000 Abuse and/or Molestation Defence Costs sub-limit</p> <p>\$250,000 Loss of Documents sub-limit</p> <p>\$100,000 Inquiries and Proceedings sub-limit</p>   |
| Excess (Cost Inclusive)       | \$1,000 Loss of Documents  |

## Public and Products Liability

|  |  |
|--|--|
| Public Liability/Limit of Liability:   | \$10,000,000 any one Claim per Nominated Member<br>\$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<br>\$10,000,000 in the aggregate any one Period of Cover per Nominated Member  |
| Basis of Cover                         | Claims Made  |
| Retroactive Date                       | Unlimited  |
| Territorial Limitation                 | Australia  |
| Jurisdiction Limitation                | Australia  |
| Excess (Costs Inclusive)               | Nil unless otherwise stated  |
| Cover Commencement                     | Cover provided under this Policy commences when the Nominated Member pays the membership fee to The Australian Veterinary Association Ltd. The Australian Veterinary Association Ltd is responsible for the collection of all membership fees. |

## Changes to your Standard Cover

### Endorsements attaching to and forming part of the Policy:

#### Defamation, Libel, Slander Exclusion Amendment

It is agreed that exclusion 'Defamation, Libel, Slander' is deleted in its entirety.

#### Intellectual Property Exclusion Amendment

It is agreed that exclusion 'Intellectual Property' is deleted in its entirety.

#### Amendment to What is Covered under Section – Professional Indemnity

It is agreed that Section – Professional Indemnity, What is Covered is deleted in its entirety and replaced as follows:

##### What is Covered

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

The Cover provided includes but is not limited to Your civil liability in respect of any Claim as a result of any of the following in the provision of the Professional Services: Your actual or alleged unintentional:

- a. breach of any duty of confidentiality arising at law;
- b. breach of any Australian, State or Territory legislation enacted to protect the privacy of personal information;
- c. breach of any Australian, State or Territory legislation enacted for the protection of consumers;
- d. defamation, libel or slander;
- e. infringement of any copyright, trademark, registered design or patent; and
- f. unlawful discrimination.

### Animals Exclusion

It is agreed that the following exclusion is included in this Policy:

#### Animals

in respect of the Cover provided under Section – Professional Indemnity and Section – Public and Products Liability:

##### a. Artificial Breeding Material

the collection, transfer, transit or storage of Artificial Breeding Material other than as Covered under additional benefit 'Artificial Breeding Material' under Section – Professional Indemnity.

##### b. Import or Export of Animals

the import to or export from Australia of any animal other than as Covered under additional benefit 'Import and/or Export of Animals' under Section – Professional Indemnity.

##### c. Pre-purchase Inspection Reports

the preparation and/or provision of any pre-purchase inspection report on the condition, health or otherwise of any animal other than as Covered under additional benefit 'Pre-purchase Inspections' under Section – Professional Indemnity'.

### Amendment to Additional Benefits

It is agreed that the following additional benefits are included in Section – Professional Indemnity

#### Artificial Breeding Material

Notwithstanding exclusion 'Animals – Artificial Breeding Material' 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 collection, transfer, transit or storage of any Artificial Breeding Material where such Claim is first made against You and notified to Us during the Period of Cover.

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 \$100,000 unless otherwise stated in the Schedule.

### Import and/or Export of Animals

Notwithstanding exclusion 'Animals – Import or Export of Animals' 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 Your provision of Professional Services in respect of any animal imported to or exported from Australia where such Claim is first made against You and notified to Us during the Period of Cover:

#### Provided that:

**We will not Cover** You under this additional benefit for the wholesale import or export of livestock for commercial purposes unless such Claim arises directly out of the provision of:

- i. certification services provided by You acting in Your capacity as a registered veterinarian; or
- ii. Pre-export preparation services in accordance with an Approved Export Program, provided by You acting in Your capacity as an Australian Government Accredited Veterinarian (AAV).

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 \$1,000,000 unless otherwise stated in the Schedule.

### Pre-purchase Inspections

Notwithstanding exclusion 'Animals – Pre-purchase Inspection Reports' 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 any pre-purchase inspection report on the condition, health or otherwise of any animal where such Claim is first made against You and notified to Us during the Period of Cover.

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 \$1,000,000 unless otherwise stated in the Schedule.

### Private Capacity Activities

Notwithstanding, exclusion 'Non-student Activities', We will Cover You for Your civil liability in respect of any Professional Services performed by You in a private capacity:

#### Provided that:

- a. You are enrolled in a course of study relevant to the Professional Services You are performing;
- b. the Professional Services are directly related to Your course of study;

- c. You are not being paid a fee or any other remuneration to perform the Professional Services;
- d. You are under the direct supervision of a registered practitioner who is qualified in the same discipline as Your course of study.

All other terms and conditions of the Policy remain unchanged.

### Amendment to Definitions

It is agreed that the following definitions are added to this Policy:

#### Approved Export Program

means an exporter's approved program of activities for Australian Government Accredited Veterinarians preparing livestock consignments for export.

#### Artificial Breeding Material

means Semen, Ova and embryos of any animal stock.

#### Australian Government Accredited Veterinarian

means a veterinarian who is accredited by the Australian Government in accordance with the Export Control Act 2020 (Cth) or any subordinate legislation, subsequent amendment, re-enactment, replacement or successor legislation to conduct duties in relation to the export of livestock, in accordance with relevant Australian and importing country requirements.

#### Semen

means the fluid produced by the reproductive organs of male animal stock and includes:

- a. any part of that fluid; and
- b. spermatozoa in any fluid or frozen medium.

#### Ova

means:

- a. germ cells of female animal stock; or
- b. cells of female animal stock that can develop into new members of the same species after maturation and fertilisation and includes fertilised cells, embryos and fetuses.

# Important notices

## Available to Nominated Members only

This Policy is only available to student Nominated Members of the Australian Veterinary Association. 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.

## 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.

# Claims

When you need to make a claim call Guild Insurance on **1800 810 213**. We are here for you 24 hours a day, 7 days a week.



Underwritten by

