Red Union Protect

Combined Professional Indemnity & Public Liability Wording 2026

RED UNION WORKERS' MUTUAL LIMITED

Issued to Eligible Members of the Teachers' Professional Association of Australia (TPAA) and its State associations

Field	Detail
Document reference	RUWML Combined Professional Indemnity & Public Liability Wording 2026 (Version 1)
Certificate number	RUWML-TPA-032026
Policy number	RUWML/TPA/032026
Effective	1 March 2026
Territory	Worldwide, excluding the USA and Canada
Currency	Australian dollars (AUD)
Issuer	Red Union Workers' Mutual Limited, ACN 682 121 526, AR No. 001312346
Licensee	Regis Licensing Pty Ltd, AFSL 338156
Member information	https://tpaa.redunion.com.au/indemnity

THIS DOCUMENT CONTAINS PROVISIONS THAT LIMIT THE AMOUNT PAYABLE AND THE CIRCUMSTANCES IN WHICH PROTECTION IS GRANTED. PROTECTION UNDER THIS DOCUMENT IS DISCRETIONARY AND IS NOT A CONTRACT OF INSURANCE.

Parts

Part 1 — Product Disclosure Statement. The scope of protection available, the benefits of membership, and the risks associated with this financial product.

Part 2 — Protection Terms and Conditions. The Schedule, notification details, Definitions, General Protection Conditions, the Insuring Clauses (Sections 1 to 3), the Protection Exclusions, the complaints procedure and the privacy notice.

This document is the “Protection Wording” referred to in the Certificate of Protection numbered RUWML-TPA-032026. It must be read together with that Certificate, which specifies the Protection Period, the Limits of Protection and the Excess. Where the Certificate and this document conflict, this document prevails unless the Certificate expressly states otherwise.

Part 1 — Product Disclosure Statement

1. What is a Product Disclosure Statement?

This Product Disclosure Statement (PDS) is a legal document that explains the Professional Indemnity, Public Liability and Products Liability protection available through membership of Red Union Workers' Mutual Limited (the Mutual).

Its purpose is to give you the information you need to make an informed decision about joining the Mutual and applying for protection. It is issued by Regis Licensing Pty Ltd (AFSL 338156) and is distributed on its behalf by the Mutual as its Authorised Representative, No. 001312346. Terms in bold are defined in Part 2.

2. About the Mutual and the Associations

The Mutual is a company limited by guarantee established to provide discretionary protection to members of affiliated professional associations. It is governed by a Board of Directors responsible for representing the interests of all members.

Membership under this document is offered exclusively to Eligible Members of the following associations:

Abbreviation	Entity	Trading as
TPAA	VTeachers First Inc	Teachers' Professional Association of Australia
TPAQ	National Teachers Ltd	Teachers' Professional Association of QLD
TPAV	VIC Teachers Ltd	Teachers' Professional Association of VIC
TPAWA	WA Teachers Ltd	Teachers' Professional Association of WA
TPAN	NSW Teachers Ltd	Teachers' Professional Association of NSW
TPASA	SA Teachers Ltd	Teachers' Professional Association of SA

The Associations provide industrial support, workplace representation and enterprise bargaining. Those are services of the Associations and are not protection granted by the Mutual. This document deals only with the Mutual's protection.

3. How discretionary protection works

The Mutual is not an insurer and this document is not a contract of insurance. There is no automatic right of indemnity. Instead, a Member has an automatic right to have a request for protection considered by the Board.

The granting of protection, the amount of any payment, and the conduct of any defence are matters for the absolute discretion of the Board, exercised in good faith and in accordance with the Constitution, the Rules and this document. The Board may grant protection in respect of a meritorious matter that falls outside these terms, and may decline a matter that falls within them. A Member has no right of action against the Mutual in respect of any exercise of that discretion.

Discretionary protection is a miscellaneous financial risk product. It is a financial product regulated by the Australian Securities and Investments Commission (ASIC). Regis Licensing Pty Ltd is an AFS licensee supervised by ASIC.

The Australian Prudential Regulation Authority (APRA) regulates insurance companies but not discretionary mutuals. The Mutual is therefore not subject to the prudential standards set by APRA or to the Insurance Act 1973, and this protection is not subject to the Insurance Contracts Act 1984.

4. What protection is available

Section	Protection	Basis
Section 1	Products Liability	Occurrence
Section 2	Professional Indemnity	Claims made and notified
Section 3	Public Liability	Occurrence

Each Section is operative only if the Certificate of Protection states it to be operative.

5. Limits of Protection and Excess

Section	Each Claim / Occurrence	Aggregate	Excess
Professional Indemnity	AUD 10,000,000	AUD 20,000,000	AUD 10,000
Public Liability	AUD 10,000,000	Not stated	AUD 2,000
Products Liability	AUD 10,000,000	AUD 10,000,000	AUD 2,000

All limits are inclusive of Legal Defence Costs. Payment of Legal Defence Costs reduces, and may exhaust, the amount available for the claim itself.

You do not pay the Excess. The Excess stated in the Certificate is payable by your Association or by Red Union Support Hub, not by you. No Member or officer is liable for any excess in the event of a claim. See the Excess condition in Part 2.

6. Claims made basis and Retroactive Date

Section 2 operates on a claims made and notified basis. Protection may be granted only in respect of Claims first made against you and notified to the Mutual during the Protection Period. It does not extend to Claims made after the Protection Period expires, even where the act, error or omission occurred during it. Sections 1 and 3 operate on an occurrence basis.

The Retroactive Date is Unlimited, excluding known claims and circumstances prior to inception. There is no date before which acts, errors or omissions are excluded by reason of age alone, but any matter you knew of, or ought reasonably to have known of, before you joined is excluded.

7. Significant benefits

- AUD 10,000,000 per Claim or Occurrence under each operative Section.
- Unlimited retroactive protection, excluding known claims and circumstances.
- No Excess payable by you. Your Association pays it.
- Reasonable defence costs for civil proceedings.
- Representation where you are summoned to give evidence before a coronial inquest.
- Protection anywhere in the world except the USA and Canada, which covers volunteer postings overseas.
- One reinstatement of the Professional Indemnity Limit of Protection.
- Automatic renewal by your Association.
- Board discretion to meet meritorious claims falling outside these terms.
- A 30-day cooling off period.

8. Significant risks

Allegations of abuse and misconduct are not protected

This is the most significant limitation in this document and you should consider it carefully before deciding whether to rely on this protection.

No protection of any kind is available in respect of any actual, alleged or threatened molestation, sexual abuse, sexual misconduct or sexual exploitation; any physical abuse, corporal punishment or intentional infliction of harm; any failure to prevent or suppress such conduct; or any negligent hiring, supervision, retention, reporting or investigation related to such conduct. The exclusion applies regardless of the capacity in which you are alleged to have acted, applies whether the Claim is brought directly or indirectly, and applies to defence costs as well as to liability.

A substantial proportion of serious allegations made against teachers concern conduct of this kind. If an allegation of this kind is made against you, you will need to fund your own response to it.

Teacher registration board matters are not protected

This document does not respond to a notification, investigation, inquiry or hearing by a teacher registration authority — the Queensland College of Teachers, the Victorian Institute of Teaching, NESA, the Teacher Registration Board of Western Australia, the Teachers Registration Board of South Australia, or their equivalents. Only civil liability and coronial representation are protected. Support in registration matters is a service of your Association, not protection under this document.

Contractors and non-employees are not protected

No protection is available to any member or affiliate who is not an employee. If you work as an independent contractor you are not protected for any work done in that capacity. If you are an employee for part of your working week and a contractor for the remainder, you are protected only for activities occurring from that employment.

Protection is not insurance

There is no automatic right of indemnity. The payment of every claim is at the discretion of the Board. If the Board declines, you have no enforceable right to payment and no recourse to the remedies available to an insured under a contract of insurance, including under the Insurance Contracts Act 1984.

The Mutual is not prudentially supervised

The Mutual is not subject to prudential capital or solvency standards. Its ability to meet claims depends on its reserves, its contribution income, and any reinsurance it holds.

Reinsurance may not respond

The Mutual may arrange reinsurance in support of its obligations. Any such arrangement is between the Mutual and its reinsurers. You have no right, interest or entitlement in it, no reinsurer is liable to you, and you must not notify a Claim to any reinsurer.

Work Journey Cover is different

Work Journey Cover for commuting incidents in NSW, SA and WA is insurance arranged by a broker, not protection granted by the Mutual. It is a separate contract on separate terms with a separate certificate and is not dealt with in this document.

Contributions and the law

The Mutual takes professional advice on the adequacy of contributions to meet likely claims liabilities. Contributions may rise, and protection may be withdrawn or varied on renewal. The law may change; the Board monitors regulatory change and will adjust the protection where possible.

9. Membership, contributions and renewal

The Associations invite their members to become Members of the Mutual. You will be asked to complete an application form disclosing any prior facts or circumstances which may reasonably give rise to a Claim. The Board has discretion to accept the application and to set the Contribution.

Protection is active for 12 months and is renewed automatically by your Association. You may cancel at any time by giving 30 days' notice, with a pro rata refund, except where any Claim or Circumstance has been notified. You may cancel within 30 days of being issued protection and receive a full refund, provided no Claim or Circumstance has been notified.

10. Complaints and disputes

If you are unhappy with a claim decision, you may refer the matter to the Mutual's Complaints Manager, or request that it be referred to the Board for adjudication. You may make a written submission explaining why the decision should be reconsidered, within 60 days of being notified of the decision. The Mutual will provide a final response within 30 calendar days.

If you remain dissatisfied, you may complain to the Australian Financial Complaints Authority (AFCA), an external dispute resolution scheme of which Regis Licensing Pty Ltd is a member. AFCA can be contacted on 1800 931 678, at info@afca.org.au, or at GPO Box 3, Melbourne VIC 3001.

11. Privacy

The Mutual collects and processes personal information about Members for the purposes of administering membership and protection, assessing and handling claims, and providing member services, in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. See the Data Protection Notice in Part 2.

Information about a student or other child is likely to be information about a person who cannot consent for themselves. Members must not provide it to the Mutual except to the extent necessary to notify or defend a Claim.

Part 2 — Protection Terms and Conditions

This is the RUWML Combined Professional Indemnity & Public Liability Wording 2026 (Version 1), being the Protection Wording referred to in the Certificate of Protection numbered RUWML-TPA-032026, granted by Red Union Workers' Mutual Limited (the Mutual). It is important that the Member takes the time to read this document, checks all the details stated in the Schedule, and ensures that it reflects their understanding of the protection and meets their requirements.

Protection is granted subject to the Member complying with all the terms, Conditions, Limitations and Exclusions contained in this document and in any Endorsement; the Mutual's liability shall not exceed the Limits of Protection stated in the Schedule; and the applicable law is the law of Australia, with any dispute subject to the jurisdiction of any competent court in the Commonwealth of Australia.

Schedule

The Schedule to this document is the Certificate of Protection issued to the Associations, which forms an integral part of it. As at the date of this document the Schedule provides:

Item	Detail
Named Protected	Eligible Members of the Associations, being TPAA, TPAQ, TPAV, TPAWA, TPAN and TPASA
Principal address	Plaza Home Centre, Floor 1, 27 Evans Street, Maroochydore QLD 4558
Business	School teachers
Protection Period	1 March 2026 to 1 March 2027, both days inclusive, at 4:00pm Australian Eastern Standard Time
Jurisdiction and applicable law	Australia
Territory	Worldwide, excluding the United States of America and Canada
Currency	Australian dollars (AUD)
Section 1 — Products Liability	OPERATIVE. Limit of Protection AUD 10,000,000 any one Occurrence and AUD 10,000,000 in the Aggregate. Excess AUD 2,000.
Section 2 — Professional Indemnity	OPERATIVE. Limit of Protection AUD 10,000,000 any one Claim, AUD 20,000,000 in the Aggregate, inclusive of Costs and Expenses. Excess AUD 10,000.
Section 3 — Public Liability	OPERATIVE. Limit of Protection AUD 10,000,000 any one Occurrence. Excess AUD 2,000.
Retroactive Date	Unlimited, excluding known claims and circumstances prior to inception
Extensions	Reinstatement of the Limit of Protection — Covered, Section 2 only
Extended Reporting Period	60 days automatic

Claims Notifications

Any notice to the Mutual should be sent to:

Telephone: 1300 CLASSROOM (1300 252 777)

Email: hotline@tpaa.asn.au

Members must not notify a Claim or Circumstance to any reinsurer, or to any reinsurer's broker, claims agent or representative. Notice to a reinsurer is not notice to the Mutual and does not satisfy the Notice of Claim or Circumstance condition.

Protection Definitions

The following Definitions apply to the whole of this document and wherever these words appear in bold type they bear the same meaning throughout, unless amended specifically in any Section. The singular includes the plural and vice versa, the masculine includes the feminine and neutral, and “entity” includes natural persons. “Including” and “include(s)” mean without limitation. Headings and subheadings are solely for convenience and reference and do not limit or extend the scope of the provisions.

Term	Meaning
Additional Protected	Any teacher aide, student teacher, parent helper or volunteer who is or will be performing work under the direct supervision of the Member, provided that any liability is directly connected to the Member and the Member is vicariously liable for their acts, errors or omissions.
Advertising Liability	Injury arising out of one or more of the following, committed in the course of the Member's advertising activities: libel, slander or defamation; infringement of copyright, title or slogan; piracy or idea misappropriation under an implied contract; or invasion of any right of privacy.
Aggregate	The Mutual's Limit of Protection for all Damages and Legal Defence Costs arising out of all Claims or Compensation covered by any Section, or of the total payable for all Claims or Compensation under this document, as stated in the Schedule.
Aircraft	Any vehicle, aero-spatial or aerial device or other craft intended to fly or travel through space, however propelled or operated, whether under the Member's care, custody or control, or for which they may be vicariously responsible, including aerostats and balloons.
Associations	The associations listed in the Schedule, being TPAA, TPAQ, TPAV, TPAWA, TPAN and TPASA, and “Association” means whichever of them the Member belongs to.
Board	The board of directors of Red Union Workers' Mutual Limited from time to time.
Bodily Injury	The accidental: death, injury, disease or illness of a person; mental injury or mental anguish or shock that results in an identifiable psychiatric injury; or wrongful arrest, detention or imprisonment.
Business	As stated in the Schedule.
Circumstance	A negligent act, error or omission; an accident; any complaint, mandatory report, investigation or inquiry concerning the Member; or any event for which protection is included in any Section which in the opinion of the Member acting reasonably could lead to a Claim.
Claim	A written notice received by any Member during the Protection Period of an intention to hold the Member responsible for Damages, Compensation or non-monetary relief, including for civil, administrative, disciplinary or regulatory proceedings and mediation, arbitration or other forms of alternative dispute resolution, or to toll or waive any statute of limitation. For the purposes of Section 4, Claim also means any complaint, report, investigation, inquiry, hearing or proceeding described in that Section. The date of such notice will constitute the date that the Claim has first been made against the Member.
Claimant's Costs and Expenses	Those costs incurred by a claimant in pursuing its claim against the Member that are ordered by an appropriate tribunal, or otherwise agreed as being appropriate and reasonable, as payable by the Member.
Compensation	Damages including interest which may be awarded or agreed on such Damages, and the Claimant's Costs and Expenses.
Computer System	A system of interconnected hardware and peripherals, and associated software, operated by the Member including any computer, hardware, software, application, process, code, program, communications system, electronic device (including a smartphone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration thereof and any associated input, output, data storage device, networking equipment or backup facility.
Consequential Loss	Indirect or consequential financial loss or expense of any kind relating to any Circumstance resulting in a Claim including loss of use, loss of income, loss due to delay, interruption to or interference with the Member's or any third-party business or personal property, lack of performance, loss of contract or goodwill, or depreciation in the value of land or stock.
Contribution	The annual payment made by a Member for protection, as determined by the Board.

Term	Meaning
Cyber Loss	Any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by: the use or operation of any Computer System; the reduction in or loss of ability to use or operate any Computer System or Data; access to, processing, transmission, storage or use of any Data; inability to access, process, transmit, store or use any Data; any threat of or any hoax relating to the above; or any error or omission or accident in respect of any Computer System or Data.
Damages	A monetary judgment, award or settlement made by an appropriate tribunal or properly agreed and enforceable against the Member but excluding any return or offset of fees or payments of any nature (invoiced or not) provided or agreed to be provided, or any restitution by the Member of any compensation or expenses, any disgorgement of profits or the costs of complying with orders for injunctive or equitable relief, unless otherwise agreed.
Data	Information represented, transmitted, or stored electronically or digitally including code, or a series of instructions, operating systems programs, software, and firmware.
Documents	Any physical document excluding electronic documents of any kind, and excluding bearer bonds, coupons, stamps, coins, bank or currency notes and other negotiable instruments.
Employee	Any of the following whilst working for and under the direct control and supervision of the Member in connection with the Business: any person under a contract of service or apprenticeship with the Member; any self-employed person working for the Member providing labour only; any person supplied to the Member under a contract or agreement stipulating that such person shall be deemed to be in the employment of the Member for the period of such contract; or any person participating in any government or otherwise authorised work experience, training, study, exchange or similar scheme under the control of the Member in connection with the Business.
Excess	The amount stated in the Schedule which is the first amount payable in respect of each and every Claim or Occurrence, costs inclusive. The Excess is payable by the Association, not by the Member. See the Excess condition.
Insurance Adviser	The person or entity acting on behalf of the Member who is identified in the Schedule as being authorised to notify the Mutual of any change in risk, change in the Member's details or information provided to the Mutual, or any Circumstance or Claim.
Legal Defence Costs	The reasonable costs, fees and expenses incurred by or on behalf of the Member in the investigation, defence, and settlement of a Claim. Legal Defence Costs do not include any regulatory costs or any remuneration of any Member or the cost of their time; but do include all costs and expenses incurred by the Member with the prior written consent of the Mutual in respect of a Claim or likely Claim against the Member, or representation of the Member at proceedings in any court, tribunal, coronial inquest or disciplinary or regulatory proceeding arising out of any alleged act or omission resulting in a Claim. Under Sections 2 and 4 Legal Defence Costs are payable in addition to the Limits of Protection, up to the separate Legal Defence Costs limit stated in the Schedule. Under Sections 1 and 3 Legal Defence Costs form part of and are not in addition to the Limits of Protection.
Limits of Protection	The limits, sub-limits and aggregate limits stated in the Schedule.
Listed Human Disease	Any disease identified or listed at any time as a human disease under the Biosecurity Act 2015 (Cth) or its current equivalent as amended or replaced from time to time; or any disease identified or listed in a state of emergency, public health emergency or pandemic declared by any governmental authority or identified by the World Health Organisation or its current equivalent as amended or replaced; regardless of when the disease is so listed or identified.
Member, Protected Individual	All persons falling within the Named Protected in the Schedule and satisfying the Eligibility condition, including: any Additional Protected, whilst acting within the scope of their duties; any officer, employee or committee member of an Association whilst conducting duties for that Association; and, in the event of the death of a Member, their representatives in respect of legal liability incurred by the Member, provided that such representative shall act as though they were the Member. Member does not include any person acting as an independent contractor.
Mutual, We, Us, Our	Red Union Workers' Mutual Limited, ACN 682 121 526, Authorised Representative No. 001312346 of Regis Licensing Pty Ltd, AFSL 338156.
Named Protected	The persons specified in the Schedule, in respect of whom the relevant Association shall act as agent in every respect under this document including for notices and Endorsements, and the payment of Contributions.

Term	Meaning
Occurrence	An event, including continuous or repeated exposure to substantially the same general conditions, which results in Bodily Injury, Property Damage or Advertising Liability that is neither expected nor intended from the Member's standpoint. All events of a series consequent on or attributable to one source or original cause are deemed to be one Occurrence.
Pollution	The discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including recycled, reconditioned, or reclaimed materials), or other irritants, contaminants, or pollutants into or upon the atmosphere, land (including building(s) or other structures thereon) or any water course or body of water.
Product	Any article, goods or items manufactured, sold, supplied, hired out, repaired, serviced, altered, maintained, installed, tested, or treated by the Member or alleged to have been, including any food or beverage prepared or supplied, that is no longer in the custody or under the control of the Member.
Professional Service	The teaching, tutoring, instruction, supervision, assessment, pastoral care and guidance performed by or on behalf of the Member as a school teacher in the course of their employment, within their field of practice and within the scope of their registration where registration is required. Professional Services do not include any action or inaction of the Member as a trustee, fiduciary, or administrator of any trust, fund, pension, profit-sharing or employee benefits, or in providing finance or advice on financial matters of any nature (including insurance); nor any service performed by the Member as an independent contractor.
Property Damage	The accidental physical loss of, destruction of, or damage to tangible property, including any resulting loss of use. Electronic data is not tangible property.
Protection Period	As stated in the Schedule unless terminated earlier, and specifically excluding any Extended Reporting Period. However, references to Protection Period shall for administrative convenience include the Extended Reporting Period where it is applicable.
Student	Any person receiving a Professional Service supplied by the Member.
Retroactive Date	The date after which any Circumstance that may give rise to a Claim has occurred, as stated in the Schedule.
Rules	The Member Agreement and Rules of Membership of the Mutual as amended from time to time.
Schedule	The Certificate of Protection specifying the protection and Limits of Protection applicable to the Member.
Section	Each part of this document that details the protection provided, which shall be operative only if specified in the Schedule as purchased and in force. Each Section shall always be subject to the General Protection Conditions and all Conditions, Limitations, Exclusions, and terms specified in that Section, and to any specified sub-limit or Limit of Protection.
Social Engineering Fraud	Any fraudulent or dishonest instruction to the Member or their agents which purports to be from a legitimate or trusted source authorised to make such instruction and which results in the Member transferring, paying or delivering any money, securities or property to another person or entity; revealing confidential information; or changing or altering bank account or payment details of any person or entity.
Registration Authority	The Queensland College of Teachers, the Victorian Institute of Teaching, the NSW Education Standards Authority, the Teacher Registration Board of Western Australia, the Teachers Registration Board of South Australia, and any equivalent authority in any other State or Territory, or any body replacing any of them.
Territory	Anywhere in the world, excluding the United States of America and Canada and any dependency, possession or territory of either. This document does not cover any damage, Claim or Circumstance involving or in respect of any person or entity domiciled or whose registered office is in the United States of America or Canada.
Terrorism	An act including the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.
Vehicle	Any type of machine on wheels, skis or on self-laid tracks made or intended to be

Term	Meaning
	propelled other than by manual or animal power.
Watercraft	Any vessel or craft made or intended to float on or in or travel through water.
You, Your	A Member.

General Protection Conditions

The Conditions, Exclusions and terms stated in this document shall apply to all Sections unless otherwise indicated. Certain Sections may contain further Definitions, Conditions or Exclusions that apply only to that Section. Some Conditions and Exclusions applicable throughout may be subject to and overridden by certain specific Conditions or Exclusions in a Section in respect of the protection provided by that Section.

Eligibility

Protection may be granted to a person who, at both the date of the act, error or omission and the date the Claim is first made, falls within one of the following classes:

- a financial member or financial affiliate member of an Association, who maintains that status whilst working within their scope of practice as a school teacher; or
- an officer, employee or committee member of an Association whilst conducting duties for that Association.

In each case the person must fall within the Business Description stated in the Schedule and must be an employee.

No protection is available to any member or affiliate who is not an employee, or to any Member in respect of work performed as an independent contractor. Where a Member is an employee for part of their working week and an independent contractor for the remainder, protection is available only in respect of activities occurring from that employment. No protection is available to any teacher working in the United States of America or Canada.

Registration

A working Member must hold current registration with the relevant Registration Authority where registration is required for the duties performed, and must act within the scope and conditions of that registration. If any such registration is in any way altered, suspended, cancelled or made subject to conditions or undertakings, the Member shall notify the Mutual in writing within 30 days of that change and the Mutual may elect to amend any term of this document and require an additional Contribution, or on written notice terminate it from the date of such alteration with no further liability.

Assignment

The interest hereunder is not assignable by any Member. A person who is not a Member shall have no right to enforce any of the terms of this document.

Assistance and Cooperation

The Member shall cooperate with the Mutual in all investigations relating to this document. The Member shall execute or cause to be executed all Documents and papers and render all assistance as requested by the Mutual. Upon the Mutual's request, the Member shall assist in making settlements, in the conduct of all third party dispute resolution procedures and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Member, and the Member shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses as required by the Mutual.

The Mutual shall have the right to make any investigation they deem necessary with respect to protection including the Member's property, operations, or records and any information provided by the Member, and take copies at any time at the Member's cost.

The Member must be truthful and frank and must not behave in a way that is abusive, dangerous, hostile, improper or threatening.

Cancellation

The Mutual may cancel this document or any Section by giving 30 days' notice to the relevant Association, in which event the Member will receive a pro rata return of Contribution for the unexpired Protection Period. The circumstances and manner in which the Mutual may cancel are governed by the Corporations Act 2001 (Cth) and the Constitution.

Protection is renewed automatically by the Association at the end of each Protection Period unless the Mutual or the Association gives notice to the contrary.

A Member may cancel by giving 30 days' notice to the Mutual and the Mutual will refund the unearned Contribution pro rata for the unexpired Protection Period, but no Contribution will be refunded where any Claim or Circumstance has been notified under this document, whether or not it has been accepted for protection.

A Member may cancel within 30 days of being issued protection and receive a full refund of the Contribution, provided no Claim or Circumstance has been notified.

Change in Facts

This document shall terminate with respect to any Section in regard to which, after the commencement of protection: there is any alteration in the Business or otherwise whereby the risk of loss or Property Damage, Bodily Injury or a Claim is materially increased; there is any change in material facts including the information provided to the Mutual prior to inception; or the Member's interest ceases except by will or operation of law; unless the Member immediately becomes aware and gives written notice to the Mutual and the Mutual agrees to continue protection subject to any additional terms and conditions or Contribution.

Consent

The Mutual shall not unreasonably delay, withdraw, or withhold consent whenever their consent is required by any provision of this document.

Compensation for Court Attendance

The Member shall be entitled to payment of the costs of attendance at a court, tribunal, coronial inquest or hearing as a witness at the request of the Mutual in connection with a Claim for which the Member is entitled to protection, up to AUD 500 per day per person on which attendance is required.

Excess

The Excess stated in the Schedule forms part of and is counted within the Limit of Protection, and is costs inclusive.

The Excess is payable by the Association and not by the Member. No Member, officer or affiliate is liable for any excess in the event of a claim. The Mutual will look to the Association for payment of the Excess, and the Association's payment of it is a Condition Precedent to the payment by the Mutual of any amounts granted.

Defence, Settlement, and Investigation of Claims

The Mutual shall have the right, but not the duty, to defend any Claim against the Member, even if any of the allegations of the Claim are groundless, false, or fraudulent, subject to all terms and Conditions of this document. The Mutual will consult with the Member as to their choice of defence counsel but in the absence of agreement the Mutual's decision shall be final. The Mutual will appoint a representative from its panel; where a conflict of interest exists or there are exceptional circumstances, the Member may request the appointment of an alternative representative, which the Mutual may consent to at its discretion. Unless otherwise agreed, the Mutual's maximum liability for the fees of any representative so appointed is AUD 500 per hour excluding GST, or that representative's usual rate, whichever is lower.

The Mutual shall have the right to make any investigation they deem necessary including with respect to the information provided by the Member or to protection.

If the Member refuses to consent to a settlement that the Mutual recommends and that the claimant will accept, the Member must then defend, investigate, or settle the Claim at the Member's own expense. As a consequence of the refusal to settle as per the Mutual's recommendation, the Mutual's liability for any Claim shall be not more than the amount of the initial recommended settlement plus Legal Defence Costs to the date of settlement (within the remaining Limit of Protection).

The Member shall not admit liability for, or settle, or offer to settle, any Claim or incur any expense, payment or obligation that may be payable under this document, stipulate to any judgment or award, or dispose of any Claim, or incur any Legal Defence Costs, without the Mutual's prior written consent.

The Mutual will pay Legal Defence Costs only where consent is obtained in advance. If consent is declined, the Member may seek an independent opinion from Senior Counsel. If Senior Counsel advises that there are reasonable grounds for defence, the Mutual may grant consent and may pay reasonable Senior Counsel fees.

Dispute Resolution

No legal action shall be instituted by any Member against the Mutual in any court in respect of any alleged Legal Defence Costs or protection payable by the Mutual in respect of any Claim unless there has been full compliance with all material terms of this document and the amount of the Member's obligation to pay the relevant third party claimant shall have been

finally determined either by judgment or award against the Member after actual trial or arbitration, or by written agreement of the Member, the claimant, and the Mutual.

Mediation. If any dispute arises between any Member and the Mutual involving a Claim under this document, such dispute shall be referred by the parties to a qualified mediator to negotiate a resolution of the dispute in good faith, prior to the initiation of any judicial proceedings. The party electing to mediate shall provide written notice to the other party of its request to mediate with a brief statement regarding the issue to be mediated. The relevant Association is authorised and directed to accept such notice of mediation on behalf of any Member.

In the event that non-binding mediation does not resolve or settle the dispute between any Member and the Mutual, after 30 days from the date of the mediation, either party may commence a judicial proceeding in a competent court in the Commonwealth of Australia. Nothing in this condition limits a Member's right to complain to the Australian Financial Complaints Authority.

Nothing in this condition creates a right of action in respect of the exercise of the Board's discretion, which is absolute.

Extended Reporting Period

Automatic Extended Reporting Period. The Member shall have a period of sixty (60) days following the Expiry Date specified in the Schedule in which to give written notice to the Mutual of Claims, but only in respect of any Claim first made during the Protection Period, or loss that is first discovered by the Member during the Protection Period and is otherwise covered by this document.

The Limit of Protection for any Extended Reporting Period shall be part of, and not in addition to, the Mutual's Limits of Protection.

No ceased-practice Extended Reporting Period is provided under this document. Where a Member ceases to be financial, no protection is available in respect of any Claim first made after that date. A non-working member who remains registered with their Association continues to be protected.

Financial Advice and Loss

The protection provided in any Section does not include any damage, loss, cost or expense arising out of any negligent act, error or omission by the Member: to effect or maintain insurance or to provide finance or advice on financial matters of any nature or preparation of estimates of cost, including loss, decrease in value or theft of securities, currency, digital currency, cryptocurrency or non-fungible token (NFT); in respect of or arising out of trading losses, liabilities or changes in trading account value, or the value of electronic funds, money, securities or wire transfer.

Fraudulent Claims

If the Member makes a fraudulent or exaggerated claim under this document, the Mutual: is not liable to pay the claim; may recover from the Member any sums paid by the Mutual to the Member in respect of the claim; and may by notice to the Member treat this document as having been terminated with effect from the time of the fraudulent act. If the Mutual exercises that right, they shall not be liable to the Member in respect of a relevant event occurring after the time of the fraudulent act, and need not return any of the Contributions paid.

Innocent Member

Whenever protection under this document would be excluded, suspended, or lost owing to non-compliance with any term, with respect to which any other Member shall be in default solely as a result of such non-compliance, then such protection as would otherwise be afforded under this document shall cover and be payable to those Members who did not personally commit or personally participate in committing or personally acquiesce in such failure to give notice, provided that the Member entitled to the benefit of this provision shall comply with the relevant term promptly after obtaining knowledge of the failure of any other Member to comply therewith, and within the Protection Period.

Limits of Protection

Each Limit of Protection specified in Sections 1 to 4 of the Schedule as the limit for each Claim or Occurrence for each Section is the maximum that the Mutual will pay in respect of each Claim or Occurrence under that Section, whether as Damages, Compensation or Legal Defence Costs, arising out of the same event without regard to the number of Members, Claims or claimants. All Claims arising out of the same, related or continuing negligent acts, errors or omissions, or from one source or original cause, shall be deemed to be a single Claim, made at the date of the earliest such Claim.

Each Limit of Protection specified in Sections 1 to 4 of the Schedule as the Aggregate limit for each Section is the maximum that the Mutual will pay in respect of all Claims under that Section. The Limit of Protection specified for Sections 1 to 4 of

the Schedule as the Aggregate Limit for this document is the maximum that the Mutual will pay in respect of all Claims under all of Sections 1 to 4.

No Extension in any Section shall increase the Mutual's Limit of Protection for that Section beyond the specified figure in the Schedule.

Reinstatement of the Limit of Protection

Where the Limit of Protection for Section 2 is exhausted by payments in respect of granted Claims, the Mutual will reinstate that Limit on one occasion during the Protection Period. Reinstatement applies only after the available limits under any other insurance or indemnity arrangement have been exhausted. Reinstatement does not apply to Sections 1, 3 or 4.

Notices

Notice under this document must be sent and shall be deemed given: to the Mutual on the second business day after posting if sent by first class prepaid post to the address given in the Schedule or to such other address as has been notified to the Member for this purpose from time to time; to the Mutual if sent by email without any bounce back or other indication of unsuccessful delivery; or to the Member on the second business day after posting if sent by first class prepaid post to their address in the Schedule or their last known address, or to the address held for them by their Association.

Notice to any reinsurer, or to any reinsurer's broker or claims agent, is not notice to the Mutual and does not satisfy this condition or the Notice of Claim or Circumstance condition.

Notice of Claim or Circumstance

If, during the Protection Period, the Member becomes aware of a Circumstance or a Claim, the Member must forward all available details to the Mutual as soon as practicable during the Protection Period, through the persons named in the Claims Notifications section. The Member must report a Claim regardless of whether the Claim arises out of any previously reported Circumstances or Claim. The Member shall provide the Mutual with as full an account of the details relating to such Circumstance or Claim, as known to them, including full particulars of the circumstances, dates and persons involved.

A Member must notify the Mutual of any notification, complaint, investigation or proposed action by a Registration Authority concerning them immediately upon becoming aware of it, whether or not protection is available in respect of it.

Where a Member notifies a Circumstance during the Protection Period, any Claim later arising from it will be treated as a Claim made and notified during that Protection Period.

Reasonable Precautions

The Member shall take all reasonable precautions: to prevent any event which may give rise to liability under this document; to observe and comply with statutory or local authority laws, obligations and requirements including the applicable Registration Authority codes of conduct and professional standards, mandatory and reportable conduct reporting obligations, and their employer's policies on student supervision, duty of care, physical contact and excursions; to maintain accurate and contemporaneous records; and to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Subrogation

If any payment is made under this document, the Member shall maintain all rights of recovery against any third party. The Member shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights including positive action where necessary and shall do nothing to prejudice such rights. Any recoveries shall be applied first in payment of the Mutual's subrogation expenses, secondly to Damages, Legal Defence Costs, or any other amounts paid by the Mutual, thirdly to any uninsured amount, and lastly to the Excess. The Mutual shall be entitled whether before or after indemnification of the Member to conduct in the Member's name the defence or settlement of any Claim or to take action to seek recovery or secure indemnity from any third party in respect of any Claim covered by this document and shall have full discretion in the conduct of any such proceedings.

GST

Where the Member is entitled to claim an input tax credit in relation to GST, the amount of such input tax credit will be deducted from any amount payable by the Mutual.

Severability and Entire Terms

All or any part of any provision of this document which is or becomes void, illegal, invalid, or unenforceable under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision

deleted which achieves as far as possible the same effect. This document, the Schedule, the Rules and the Constitution of the Mutual together constitute the entire terms on which protection may be granted.

Insuring Clauses

Each Section below is operative only if stated to be operative in the Schedule. Each Section is subject to the General Protection Conditions, the Protection Exclusions, and any Specific Extensions and Specific Exclusions stated within it. Under no circumstances will any single Claim give rise to protection under more than one Section.

Section 1 — Products Liability

The Mutual may make payments on behalf of the Member for their legal liability to pay Compensation for Bodily Injury or Property Damage first happening during the Protection Period within the Territory and caused by or resulting from any Product, and Legal Defence Costs incurred in connection with it.

Specific Extensions applicable to Section 1. The following do not increase the Limit of Protection for this Section.

- Additional Protected — protection extends to any Additional Protected in respect of a Claim arising from a Product supplied in connection with the Business, subject to the same terms as apply to the Member.

Specific Exclusions applicable to Section 1. In addition to the Protection Exclusions, no protection will ordinarily be granted under this Section for:

- the cost of any refund, recall, withdrawal, inspection, repair, replacement, removal, disposal or reinstatement of any Product, or any Product of which it forms a part;
- loss of use of any Product, or of any tangible property that has not been physically damaged, lost or destroyed, arising from delay, lack of performance, or the failure of a Product to perform its intended function;
- any Product sold, supplied or used outside the Territory;
- any Damages or Legal Defence Costs arising from a Product where the Member's liability arises solely from a contractual warranty or guarantee.

Section 2 — Professional Indemnity

The Mutual may make payments on behalf of the Member for their legal liability for any actual or alleged negligent act, error or omission in the provision of a Professional Service within the Territory on or after the Retroactive Date, in respect of a Claim first made against the Member and notified to the Mutual during the Protection Period, together with Claimant's Costs and Expenses and Legal Defence Costs.

Specific Extensions applicable to Section 2. The following do not increase the Limit of Protection for this Section.

- Vicarious liability — acts, errors or omissions of any Additional Protected acting under the Member's direct supervision in the course of the Member's Professional Service.
- Coronial inquest — Legal Defence Costs incurred with the Mutual's prior written consent where the Member is summoned to give evidence before a coronial inquest arising from the Member's Professional Service.
- Unintentional defamation — liability for unintentional defamation, libel or slander arising directly from the Member's Professional Service. Publication on any social media, messaging or public-facing platform is excluded.
- Breach of confidentiality — liability for the unintentional disclosure of confidential Student or parent information, other than any Cyber Loss.
- Loss of Documents — the reasonable costs of replacing or restoring Documents in the Member's care, custody or control which are lost, damaged or destroyed within the Territory and discovered during the Protection Period, sub-limited to AUD 100,000 in the Aggregate. No protection is provided for loss due to wear and tear or any gradually occurring cause.
- Intellectual property — unintentional infringement of intellectual property in the course of preparing or delivering teaching materials.

Reinstatement. Where the Limit of Protection for this Section is exhausted by payments in respect of granted Claims, the Mutual will reinstate that Limit on one occasion during the Protection Period, after the available limits under any other insurance or indemnity arrangement have been exhausted. Reinstatement does not apply to Sections 1 or 3.

Specific Exclusions applicable to Section 2. In addition to the Protection Exclusions, no protection will ordinarily be granted under this Section for:

- Property Damage, or Bodily Injury caused by an Occurrence, which are dealt with under Section 3;
- any Product, which is dealt with under Section 1;

- any liability arising from the Member's role as a trustee, fiduciary or administrator of any trust, fund, pension or employee benefit;
- any Claim arising from the Member's own employment, engagement, discipline, remuneration or termination, or from any workplace dispute, unfair dismissal application, enterprise bargaining or industrial action. Support of that kind is a service of the Association, not the Mutual.

Section 3 — Public Liability

The Mutual may make payments on behalf of the Member for their legal liability to pay Compensation for Bodily Injury, Property Damage or Advertising Liability first happening during the Protection Period, caused by or resulting from an Occurrence within the Territory in connection with the Business or the Member's duties for an Association, and Legal Defence Costs incurred in connection with it.

Specific Extensions applicable to Section 3. The following do not increase the Limit of Protection for this Section.

- First aid — liability arising from the provision of or failure to provide first aid by the Member or any Additional Protected, other than by a person employed as a medical practitioner or nurse.
- Protection to others — any office bearer or member of a school social, sporting, canteen or welfare organisation formed with the Member's consent, in respect of Claims arising from duties connected with that organisation's activities, subject to the same terms as apply to the Member.
- Excursions and camps — liability arising from any excursion, camp, field trip, sporting fixture or extracurricular activity conducted as part of the Business.
- Property of Students and visitors — Property Damage to the personal effects of a Student or visitor in the Member's care, custody or control, sub-limited to AUD 250,000 in the Aggregate.

Specific Exclusions applicable to Section 3. In addition to the Protection Exclusions, no protection will ordinarily be granted under this Section for:

- liability arising from the rendering of or failure to render a Professional Service, which is dealt with under Section 2, save for the First aid extension above;
- Property Damage to property belonging to, leased or hired by, or in the physical or legal care, custody or control of the Member, other than as provided by the Property of Students and visitors extension and premises leased or rented to the Member;
- the ownership, maintenance, use or operation of any Aircraft, Watercraft or hovercraft;
- the ownership, possession, operation or use of any Vehicle for which compulsory insurance or security is required under any legislation, or where indemnity is provided by any other insurance;
- any liability arising from a work-related journey or commute. Work Journey Cover is separate insurance arranged by a broker and is not protection under this document;
- any earthworks or construction activities of any kind by or on behalf of the Member;
- the cost of re-performing, correcting or improving any work undertaken by or on behalf of the Member;
- any loss of negotiable instruments, bearer bonds, coupons, stamps, bank or currency notes.

Protection Exclusions

The following Exclusions apply to all Sections unless otherwise stated. Protection will not ordinarily be granted in respect of any Claim, Compensation, Damages, Legal Defence Costs or other amount arising directly or indirectly out of, resulting from, in consequence of, in connection with, or in any way involving any of the following.

Molestation, Abuse and Physical Harm

This Exclusion applies to every Section of this document and prevails over any inconsistent provision, Extension or Schedule.

This Protection does not apply to any Claim, liability, loss, cost or expense directly or indirectly arising out of, based upon, attributable to, or in consequence of:

- any actual, alleged, or threatened molestation, sexual abuse, sexual misconduct, or sexual exploitation;
- any physical abuse, corporal punishment, or intentional infliction of harm;
- any harassment, bullying or grooming of any person, whether or not of a sexual nature;
- any failure to prevent or suppress such conduct; or
- any negligent hiring, supervision, retention, reporting, or investigation related to such conduct.

This exclusion applies regardless of the capacity in which the Protected Individual is alleged to have acted and applies whether the Claim is brought directly or indirectly. It applies to Legal Defence Costs as well as to indemnity. No protection is available at any stage, and no reimbursement is available if the allegation is not established, whether the allegation is ultimately established, admitted, withdrawn, dismissed or not proven.

Where a single matter involves both an allegation to which this Exclusion applies and a separate allegation to which it does not, the Board may in its absolute discretion grant protection in respect of the separate allegation only, and may apportion any Legal Defence Costs on a fair and reasonable basis. Where the allegations cannot fairly be separated, no protection will be granted.

Fidelity and Crime

This Protection does not cover any Claim, loss, liability, compensation, damages, costs or expenses arising directly or indirectly from:

- any dishonest, fraudulent, criminal or intentional act or omission;
- theft, misappropriation, embezzlement, forgery or unlawful conversion of money or property;
- misuse of trust funds, client monies or association funds; or
- any failure to prevent or supervise such conduct.

No indemnity or defence costs are available in respect of such matters, whether alleged or proven. Fidelity or Crime Protection is not provided under this document and must be separately arranged if required.

Advertising Liability

Advertising Liability, save as provided under Section 3, and any Claim arising from any publication on any social media, messaging or public-facing platform.

Aircraft, Watercraft and Vehicles

Any Aircraft, Watercraft, hovercraft or other aerial device or vessel; and any Vehicle owned, operated, rented or loaned to the Member, or operated by any person in the course of employment or volunteer duties for the Member.

Anti-Competitive Practices

Any actual or alleged violation of any anti-trust, restraint of trade, unfair competition or price fixing law, or any unfair or deceptive trade practice, or any consumer protection rule or regulation.

Asbestos, Mould and Fungi

Asbestos, or any derivative of or material containing asbestos in any form; and any fungus, spore, mould, mildew, yeast, algae, bacteria or mycotoxin, or any metabolic product, enzyme or protein secreted by them, whether toxic or otherwise.

Betterment

Betterment, being the financial cost of any improvement resulting in better than like kind or quality than the Professional Service or Product provided at the date of loss.

Bodily Injury to Employees

Bodily Injury to any Employee or volunteer of the Member arising out of and in the course of their employment or engagement by the Member, or any obligation for which the Member or their insurer may be liable under any employers' liability, accident compensation, workers' compensation or disability benefits legislation.

Communicable Disease

Any Listed Human Disease or communicable disease, or any related condition, threat or fear of it, whether actual or perceived, including any cost to clean up, detoxify, remove, monitor or test for it or for any property affected by it.

Consequential Loss

Consequential Loss.

Contractual Liability

Any liability assumed under any contract, agreement, warranty, guarantee or promise, unless that liability would have attached in the absence of that contract or obligation.

Criminal, Deliberate, Wilful or Dishonest Acts

Any criminal offence, and the defence of any criminal charge once laid.

Any act, error or omission where the Member intentionally, recklessly or wilfully acted or failed to act and knew, or had reason to believe, that the likely consequence might give rise to liability or a Claim; and any dishonest, fraudulent or malicious act or breach of duty, including any disregard for third party rights. Legal Defence Costs may be granted until a tribunal has finally determined, or the Member has admitted, such conduct, after which the Member must promptly repay all Legal Defence Costs paid by the Mutual.

Cyber Loss and Data

Any Cyber Loss; any Social Engineering Fraud; and any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of that Data, regardless of any other cause or event contributing concurrently or in any other sequence.

Directors and Officers

Any Claim made by a shareholder or stakeholder of a Member against any director or officer of a Member.

Employment Practices

Any workplace dispute, unfair dismissal application, adverse action claim, strike, picket line, industrial action or enterprise bargaining; any claim for back-pay, wages, holiday pay or other employment entitlement; and any discrimination, discriminatory employment practice, or actual or alleged violation of civil rights based entirely or in part on race, gender, pregnancy, national origin, religion, age, disability or sexual orientation.

Work Journeys

Any liability arising from a work-related journey or commute. Work Journey Cover for incidents in New South Wales, South Australia and Western Australia is separate insurance arranged by a broker under its own certificate and is not protection granted under this document.

Financial Advice

Any negligent act, error or omission in effecting or maintaining insurance, or in providing finance or advice on financial matters of any nature, or the preparation of estimates of cost, including any loss, decrease in value or theft of securities, currency, digital currency, cryptocurrency or non-fungible tokens, or any trading loss.

Fines and Penalties

Any fine, penalty, multiplicative, liquidated or pre-agreed damages; any punitive, aggravated or exemplary damages; any additional damages resulting from the multiplication of compensatory damages; and any tax obligation, fee, levy, duty or rate.

Insolvency

The insolvency, bankruptcy, liquidation or receivership of any Member, of the Mutual, or of any other entity, including any failure, inability or unwillingness to pay claims, losses or benefits.

Joint Ventures

Any joint venture, business venture or commercial undertaking of the Member other than the Business.

Known Circumstances and Prior Acts

Any Circumstance known to the Member, or which a reasonable person in the Member's position ought to have known, before the Protection Period commenced and not disclosed to the Mutual; any Circumstance in respect of which the Member has given notice under any other policy or protection arrangement in force prior to the Protection Period; any Claim made, threatened or intimated before the Protection Period commenced; and any act, error or omission occurring before the Retroactive Date.

Nuclear

Ionising radiation or contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly.

Other Insurance and Indemnity

Any Claim to the extent that the Member is entitled to indemnity or cover under any other valid and collectible insurance or indemnity, including any indemnity provided by the Member's employer, school board or the Ministry of Education, and including any retention or deductible portion of it. Protection under this document applies only in excess of that other insurance or indemnity. The Member must provide the Mutual with full details of any such insurance or indemnity when notifying a Claim.

Pollution

Pollution, unless caused by a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Protection Period, outside the United States of America and Canada, and notified to the Mutual within 90 days of the Member becoming aware of it.

Practice Outside Registration and Scope

Any Professional Service performed at a time when the Member did not hold current registration with the relevant Registration Authority where registration is required, or which was outside the scope or conditions of that registration; any service performed by the Member as an independent contractor; and any activity outside the Member's field of practice as a school teacher.

Product Safety and Regulatory Approval

Any Product sold or used without regulatory approval for use and sale, or after having been declared unsafe by any regulatory body or governmental authority, or in violation of any statute, law, ordinance or regulation in any part of the world.

Sanctions

Any Claim or benefit to the extent that the granting of protection or the making of any payment would expose the Mutual or any of its reinsurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of New Zealand, Australia, the European Union, the United Kingdom, the United States of America or Japan.

Terrorism

Terrorism, or any action taken in controlling, preventing or suppressing it.

Trade Debt

Any trading loss or liability, change in value of any account, or any loss, transfer, theft or diminution in value of money or security whilst in the care, custody or control of the Member.

United States of America and Canada

Any operations by or on behalf of the Member in the United States of America or Canada; services, goods or Products provided or sold in or for use in either; any Claim made in, action brought in, or proceedings issued in any country which operates under the laws of either; or any judgment, award, payment or settlement made within any such country, or any order made anywhere in the world to enforce it in whole or in part.

War and Kindred Risks

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion, nationalisation, confiscation, requisition, seizure or destruction by order of any government or public authority.

Complaints Procedure

The Mutual is dedicated to providing a high-quality service and wants to ensure that it maintains this at all times. If a Member is unhappy with any aspect of the service or with the handling of any request for protection, the Member should contact the Association or the Mutual's administrator using the details in the Claims Notifications section, quoting the certificate number and the Member's name.

If the matter is not resolved to the Member's satisfaction, it will be referred to the Board for internal review. The Member may make a written submission explaining why the decision should be reconsidered, within 60 days of being notified of it. The Mutual will provide a final response within 30 calendar days of the complaint first being made.

If the Member remains dissatisfied, or does not receive a response within 30 calendar days, the Member may refer the complaint to the Australian Financial Complaints Authority (AFCA), an independent external dispute resolution scheme. AFCA's determination is binding on the Mutual but not on the Member. There is no cost to the Member.

AFCA: 1800 931 678 | info@afca.org.au | GPO Box 3, Melbourne VIC 3001 | www.afca.org.au

Data Protection Notice

The Mutual collects and processes personal information about Members for the purposes of administering membership and protection, assessing and handling Claims, providing member services, and complying with its legal obligations. The Mutual handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles, and its Privacy Policy. Where a Member is in New Zealand, the Privacy Act 2020 (NZ) also applies.

Personal information may be shared with the Associations, the Mutual's administrator, its reinsurers and their agents, legal advisers, actuaries, accountants, claims investigators, loss adjusters, brokers and other service providers, in each case subject to appropriate instruction and control. Where information is transferred outside Australia the Mutual will take reasonable steps to ensure it is handled consistently with the Australian Privacy Principles.

Information provided by a Member about any other individual must be provided with that individual's permission, and it is the Member's responsibility to inform them of the Mutual's use of their information. Information about a Student or other child is likely to be information about a person who cannot consent for themselves. Members must not provide it to the Mutual except to the extent necessary to notify or defend a Claim.

A Member has the right to request access to the personal information the Mutual holds about them and to request correction of it. Requests should be directed to the Mutual's administrator using the details in the Claims Notifications section.

For more information, contact us

Membership, Protection, Claims, Complaints and Privacy

Telephone: 1300 CLASSROOM (1300 252 777)

Email: hotline@tpaa.asn.au

Member information: https://tpaa.redunion.com.au/indemnity

The Mutual

Red Union Workers' Mutual Limited, ACN 682 121 526

Authorised Representative No. 001312346 of Regis Licensing Pty Ltd, AFSL 338156

Principal address: Plaza Home Centre, Floor 1, 27 Evans Street, Maroochydore QLD 4558

External dispute resolution

Australian Financial Complaints Authority: 1800 931 678 | info@afca.org.au | GPO Box 3, Melbourne VIC 3001

This document is dated 1 March 2026, document reference RUWML Combined Professional Indemnity & Public Liability Wording 2026 (Version 1), and is issued by Red Union Workers' Mutual Limited ACN 682 121 526 as Authorised Representative of Regis Licensing Pty Ltd AFSL 338156.