



SCHEDULE

Policy No. 03MUL0982543 Account No. 0202090 Account Name SOUND INSURANCE SERVICES

Item 1 **The Insured:** CHEMMART PHARMACY

Item 2 **Address:** C/O SOUND INSURANCE SERVICES
1406/9 YARRA STREET 3141
SOUTH YARRA

Item 3 **Professional Services Covered by this Policy:**
Pharmacist service by a Registered Pharmacist

Item 4 **Description of Policy:** Civil Liability Professional Indemnity (CGU PI 10/08)

Item 5 **Period of Insurance:** 12 Months

Item 6 Premium Details:	Premium	\$0.00
	Goods and Services Tax	\$0.00
	Stamp Duty	\$0.00
	Gross Premium	\$0.00

Item 7 **Particulars of Risk:**

7.1 The Total Sum Insured is \$20,000,000 which includes all Policy sections.

7.2 Amount of the Excess

(a) Australia and New Zealand Jurisdictions	\$0
(b) Other Jurisdictions	Not Applicable
(c) Enquiries	Not Applicable
(d) Employment Practices Liability	Not Applicable
(e) Fidelity Cover	Not Applicable

7.3 Application of Excess in respect of Australia and New Zealand - Costs exclusive

7.4 The Retroactive Date is without limitation of date.

7.5 Jurisdictional limits are AUSTRALIA and NEW ZEALAND.

7.6 The date of the proposal and declaration is 01/01/2001

Item 8 **Joint Ventures:** No Named Joint Ventures

Item 9 **Specific Cover Limits:**

9.1 Enquiries	\$250,000
9.2 Employment Practices Liability	Not Insured
9.3 Fidelity Cover	\$5,000



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Item 10 Special Items:

This Policy is subject to the following endorsements, details of which are set out at the end of this Schedule.

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|------------------------|--------------------------|
| 1. STATUTORY LIABILITY | 2. FIDELITY COVER |
| 3. EXCESS | 4. DESCRIPTION OF POLICY |

Item 11 Date and Place of Issue: 14/05/2013 Melbourne, Victoria.

Item 12 Quotation Terms: Valid for 30 days only.

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DETAILS OF SPECIAL ITEMS ATTACHING TO AND FORMING PART OF THE POLICY

1. STATUTORY LIABILITY

It is declared and agreed that Section 3.9 of the Policy Wording is deleted in its entirety and replaced with the following:

Notwithstanding Sections 6.10 and 13.3, We will to the extent permitted by law provide Cover to the Insured (and/or those referred to in Section 4 of this Policy), against any:

a) Penalty payable by the Insured (and/or, those referred to in Section 4 of this Policy) as a result of a criminal or civil proceeding in respect of an offence under an Act which proceeding:

i) is served upon the Insured (and/or those referred to in Section 4 of this Policy) while this Policy is in force; and

ii) We are told about in writing as soon as reasonably practicable while this Policy is in force; and
iii) arises from an act, error or omission on or after the Retroactive Date specified in the Schedule which occurred in the provision of Health Care Services.

b) Statutory Liability Defence Costs incurred in connection with proceedings specified in paragraph a) above.

Our total liability under the Policy for the payment of any and all Penalties and Statutory Liability Defence Costs shall not exceed \$500,000 in the aggregate, which is included within and not in addition to the Policy Limit. Notwithstanding the above, We do not Cover Penalties, (or losses or liabilities) or any costs associated with any action or proceeding arising out of the alleged failure of the Insured (and/or, those referred to in Section 4 of this Policy) to comply with any lawful consent, demand, determination, memorandum, notice, order, schedule or the like issued under an Act.

For the purposes of this Policy,

i) 'Act' shall mean any of the following legislation:

- 1. Competition and Consumer Act 2010;*
- 2. The Privacy Act 1988;*
- 3. The Corporations Act 2001;*
- 4. The Associations Incorporation Acts of the States and Territories of Australia;*
- 5. The Occupational Health & Safety legislation of any State or Territory of Australia or the Commonwealth of Australia, including any amendment to, replacement or re-enactment of, the statutes, any regulation or other subordinate legislation made under any of these statutes, and in respect of 1. to 3. above, any equivalent legislation of a State or Territory of Australia.*

ii) 'Penalty' shall mean a monetary fine or penalty prescribed under an Act but excludes any amounts payable or calculated by reference to:

- 1. compensation;*
- 2. compliance, remedial, reparation or restitution*



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costs;

3. exemplary or punitive damages;

4. any consequential economic loss.

iii) 'Statutory Liability Defence Costs' shall mean legal costs and expenses of investigating, defending or settling any proceeding specified in paragraph a) above which:

1. We incur; or

2. the Insured incurs after first obtaining Our agreement in writing and the costs and expenses are reasonable and necessary.

We reserve the right to recover any Statutory Liability Defence Costs paid under this Section from the Insured and/or those referred to in Sections 4.3 of the Policy on whose behalf or for whose benefit Statutory Liability Defence Costs were paid in the event and to the extent that:

1. the Insured and/or those referred to in Sections 4.3 of the Policy make an admission in writing of any fraudulent, dishonest, malicious or intentional conduct (within the meaning of Section 6.11); or

2. it is subsequently established, directly or indirectly, by

judgment or other final adjudication, that the Insured and/or those referred to in Sections 4.3 of the Policy, was not entitled to Cover under this Policy.

Notwithstanding Item 7.2 of the Schedule, the Excess applicable to this Section is \$5,000 for each and every Penalty inclusive of Statutory Liability Defence Costs.

2. FIDELITY COVER

a) We Cover the Insured for any Fidelity Loss where such Fidelity Loss:

i) is sustained by reason of any dishonest or fraudulent conduct of an Employee;

ii) is first discovered by the Insured during the Period of Insurance;

iii) We are told about in writing as soon as reasonably practicable during the Period of Insurance; and

iv) is caused by dishonest or fraudulent conduct committed by an Employee within a period of thirty six (36) months before being first discovered by the Insured;

b) The Excess applies to each and every Fidelity Loss resulting from each separate dishonest, fraudulent, malicious or illegal act or omission committed by an Employee;

c) The amount of the Excess for 'Fidelity Cover' is specified in the Schedule. The Insured must also pay this Excess when We provide Cover for Claims Investigation Costs for Fidelity Losses under this Endorsement

d) The Insured shall give written notice including affirmative proof of any Fidelity Loss with full particulars to Us of any Fidelity Loss, within the Period of Insurance. The Insured shall bear the costs and expenses of

establishing the nature and extent of the Fidelity Loss. We will be under no obligation to provide Cover until We are satisfied that such Fidelity Loss has in fact been sustained

e) Cover is subject to the Specific Cover Limit set out below:



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Item 9 Specific Cover Limit

9.3 Fidelity

\$5,000

Notwithstanding the above, We do not Cover:

- a) any Fidelity Loss sustained outside of Australia or New Zealand or any loss arising directly or indirectly from any loss sustained outside of Australia or New Zealand.
 - b) any Fidelity Loss, the existence of which, has only been established by profit and loss figures or by inventory calculations (including stock-takes).
 - c) any costs incurred by the Insured in re-writing, amending or re-installing the Insured's computer programs or systems.
 - d) any consequential loss arising from any dishonest or fraudulent acts or omissions of any Employee.
 - e) any Fidelity Loss caused by or contributed to by an Employee who was not employed by the Insured when the act or omission which caused or contributed to the loss occurred.
 - f) any Fidelity Loss caused by or contributed to by Principals or Former Principals.
 - g) any loss arising from default under a loan or any type of credit offered to or by the Insured.
 - h) any Fidelity Loss arising directly or indirectly from any dishonest or fraudulent acts or omissions of which the Insured had knowledge or had reason to suspect at or prior to the time of such acts or omissions and failed to take any reasonable action to prevent.
 - i) any Fidelity Loss incurred by or on behalf of the Insured in respect of which the Insured committed or condoned any such dishonest, fraudulent, criminal or malicious acts or omissions.
 - j) any Fidelity Loss first discovered prior to the commencement of the Period of Insurance or first discovered after the expiration of the Period of Insurance.
 - k) any Fidelity Loss arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission by any shareholder who at the time of committing such acts had direct or indirect ownership of or control over more than 5% of the voting share capital of the Insured.
 - l) any Fidelity Loss arising directly or indirectly from the voluntary giving or surrendering of money, negotiable instruments, bearer bonds or coupons, stamps bank or currency notes unless such loss is sustained by reason of any dishonest or fraudulent act or omission of any Employee.
 - m) any loss arising directly or indirectly from the dissemination of or accessing any confidential information including but not limited to patents, trademarks, copyrights, trade secrets, computer programs, or information.
 - n) any loss arising directly or indirectly from any kidnap, ransom or extortion.
- For the purposes of this Policy, 'Fidelity Loss':
- i) means direct financial loss caused by the loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or other property owned by the Insured;
 - ii) does not include wages, salaries, or other remuneration benefits of the Insured and or those referred to in Section 4.2 of the Policy.
- In all other respects the Policy remains unaltered.



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3. EXCESS

It is declared and agreed that Item 7 Particulars of Risk in the Policy Schedule is amended to read as follows:

Item 7 Particulars of Risk

7.2 Amount of Excess

(a) Australia and New Zealand Jurisdictions Not Applicable

4. DESCRIPTION OF POLICY

It is declared and agreed that Item 4 in the Policy Schedule is deleted in its entirety and replaced with the following:

Item 4 Description of Policy:

Civil Liability Professional Indemnity (CGU PI 12-12)