

# Policy Schedule

Policy number:  
03-MED-I-0000880

Account number:  
03I0000002

Account name:  
Austbrokers Countrywide

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## Professional Indemnity Policy

Named Insured: Association of Professional Engineers Scientists & Managers Australia, Inc  
Trading as Professional Pharmacists Australia

Address: PO Box 508, Neutral Bay, New South Wales, 2089, AUSTRALIA

Professional Services Covered by this Policy: Pharmaceutical Chemist (Pharmacist), including the following Non-Pharmacist Services - Audiometric Testing, Cholesterol Testing, Earpiercing, Homeopathy, Naturopathy, Nursing Services, Podiatry, Photofinishing, Diabetes Education & Management Consultation

Description of Policy: Healthcare Malpractice Liability  
Version Ref: PIUS MAL 1017

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Period of Insurance: Policy Inception date 30/04/2018  
Policy Expiry Date 30/04/2019 At 4.00 PM

Retroactive Date: Without limitation of date - excluding known claims and claims arising from known circumstances

### Particulars of risk

The Policy limit is: \$20,000,000 Including all Policy sections and extensions and subject to the Aggregate Limit provisions in the Policy Wording.

Amount of Excess: \$0  
Costs Exclusive

Insurer: Insurance Australia Limited ABN 11 000 016 722 - 100%

Jurisdiction Limits: Worldwide, excluding U.S.A. and Canada

## Optional extensions:

**Special Conditions:** This policy is subject to the following endorsements, details of which are set out below

### THE INSURED

1. Those Financial Members of the Professionals Australia who each, in his/her/its own right, and through any related business, organisation or entity, generate, in the aggregate, \$250,000 or less per annum in gross consultancy fees and/or income from the Insured Professional Services specified in the Schedule.
2. For the purposes of these Special Items, "Financial Member means a member who has:
  - a) Paid to Professionals Australia Ltd the applicable fees for current membership; and
  - b) Acknowledged and authorised Professionals Australia in writing to take out this Professional Indemnity; and
  - c) Is one of the following:
    - (i) A Corporation in the business of the provision of the Insured Professional Services; or
    - (ii) A person who is a principal, partner, owner, director, officer or employee of a Corporation or Firm in the business of the provision of the Insured Professional Services.
  - d) Notwithstanding anything in the Policy to the contrary, there is no Cover under this Policy for or in respect of Financial Members of Professional Australia who reside and/or work outside Australia 50% or more of the time during the Period of Insurance;
  - e) Clauses "Prior Corporate Entities and Former Subsidiaries - Run -Off Cover", "Mergers & Newly Acquired Subsidiaries", and "Employment Practices Liability Cover (Sub-limited)" are deleted in their entirety.

### AMENDMENT TO 'CLAIMS OR FACTS WHICH MAY GIVE RISE TO ANY CLAIM OR LOSS OR LIABILITY OR ENQUIRY' AND 'KNOWN CIRCUMSTANCE'

The clause titled 'Claims or Facts Which May Give Rise To Any Claim or Loss or Liability or Enquiry' is amended as follows:

'a) Known to You at the inception date of this Policy and/or the inception date of the relevant Financial Member's current membership with Professionals Australia.'

The Definition of 'Known Circumstance' is amended as follows:

'Any fact, situation or circumstance which:

- a) any of You was aware of at any time before this Policy began or before this Policy was amended/endorsed or the inception date of the relevant Financial Member's membership with Professionals Australia; or
- b) a reasonable person in Your professional position would have thought, at any time before this Policy began or before Policy was amended/endorsed and/or the relevant Financial Member's membership with Professionals Australia began, might result in someone making an allegation against any of You in respect of a liability or loss that might be Covered by this Policy or any amendment or endorsement of this Policy.'

### LIMIT AND REINSTATEMENT

It is declared and agreed that there is an overall maximum aggregate Scheme limit of \$40,000,000 (\$20,000,000 with one reinstatement) which applies to all Scheme Policies. Our liability under this Policy ceases altogether when aggregate payment We make under Scheme Policies total \$40,000,000.

- a) Priority of payment by Us under Scheme Policies applies as follows:
  - (i) For Civil Liability Covered by this Policy, the date of settlement or final judgement (as applicable).
  - (ii) For Claim Investigation Costs, the date of receipt by Us of the relevant account or invoice.
- b) For the purposes of this endorsement:
  - (i) Scheme means the overall scheme of arrangement whereby We provide Professional Indemnity coverage for Financial Members;
  - (ii) Scheme Policies means all Professional Indemnity policies issued by Us to Members under the Scheme for the year commencing 30/04/2018 and expiring 30/04/2018.In all other respects the Policy remains unaltered.

#### GOODS & WORKMANSHIP

Notwithstanding anything else to the contrary, it is declared and agreed that the 'Goods & Workmanship' clause is deleted in its entirety, and replaced with the following:

#### 'GOODS & WORKMANSHIP

Claims based upon, attributable to, or in consequence of the manufacture, preparation, modification, repair, supply, maintenance or treatment of any goods or products sold, supplied or distributed by the Insured, except where such

Claim arises solely and directly from any advice, design or specification prepared by the Insured in the conduct of the professional activities and duties of the Professional Services.'

#### DELETION OF PUBLIC PATIENTS EXCLUSION

The clause titled 'Public Patients' in the 'What is not Covered' section of the Policy is hereby deleted in its entirety.

In all other respects the Policy shall remain unaltered.

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**Date and Place of Issue:** 09/04/2018 Melbourne, Victoria

**The date of the proposal and declaration is:** 09/03/2016

*Signed by and on behalf of Pacific Indemnity  
Underwriting Solutions Pty Ltd*



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