



QBE Insurance (Australia) Limited

Chemists and pharmacies

Civil liability insurance policy

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根据保单条款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能阅读和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάσετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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About this Booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We'll protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature. It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

For More Information or to Make a Claim

Please take the time to read through this booklet and if You have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for Your financial services provider are set out in the documentation they give You.

The section titled 'Claims' at the end of this booklet tells You the full details about what You need to do in the event of a Claim. If You'd like to make a Claim or to enquire about an existing Claim please contact:

- Your financial services provider.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

General Information for Your Civil Liability Professional Indemnity Policy – Chemists and Pharmacies

In this first part of the booklet We explain important information about this Policy including how We'll protect Your privacy and how to make a complaint or access Our dispute resolution service.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how Claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and We take it seriously. For more information about support, Our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit or Claim. You'll find their contact details on Your Policy documents, letters, or emails from Us.

Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after Your Policy, direct debit or Claim, You can ask them to refer Your complaint on to Our Customer Relations team. A Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still Not Resolved?

If We're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More Information

You can find more information about how We deal with complaints on Our website at qbe.com/au or You can call Us on 133 723 to speak with Us or request a copy of Our complaints brochure at no cost.

Complaints just about Privacy

If You're not happy with how We've handled Your personal information, call Us on 1300 650 503 or email Us at customer@qbe.com. If You're not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5218, Sydney NSW 2001

Claims Made

This Policy operates on a 'Claims made and notified' basis. This means that the Policy covers You for Claims made against You and notified to Us during the Period of Insurance.

The Policy does not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the Retroactive date of the Policy (if such a date is specified);
2. Claims made after the expiry of the Period of Insurance even though the event giving rise to the Claim may have occurred during the Period of Insurance;
3. Claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
4. Claims made, threatened or intimated against You prior to the commencement of the Period of Insurance;
5. facts or circumstances of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy; and
6. Claims arising out of circumstances noted on the Proposal/Application form for the current Period of Insurance or on any previous Proposal/Application form.

If this Policy includes the Optional Policy Extension - Fidelity, then this Optional Extension operates on a 'loss discovered' basis. This means that this Section of the Policy covers You for loss discovered and notified by You during the Period of Insurance.

Where You give notice in writing to Us of any facts that might give rise to a Claim against You as soon as reasonably practical after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any Claim subsequently made against You arising from those facts notwithstanding that the Claim is made after the expiry of the Period of Insurance. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that You are not covered for Claims made against You after the expiry of the Period of Insurance.

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our Agreement

- Your Policy is an agreement between You and Us, made up of:
- This Policy Wording
- Your Policy Schedule, which sets out the cover You've chosen and any terms specific to You.

The cover under this Policy is provided during the Period of Insurance, once You've paid Us Your Premium. There are also:

- Conditions and Exclusions which apply to specific covers or sections;
- Exclusions, which apply to any Claim You make under this Policy;
- General Conditions, which set out Your responsibilities under this Policy;
- Claims Conditions, which set out Our rights and Your responsibilities when You make a Claim; and
- other terms, which set out how this Policy operates.

Deductible

You must pay any Deductible that is required and which applies to the Section or Policy Extension in which you have notified Your Claim or circumstance. The Deductible is inclusive of costs and the amount which You have to pay are set out in this Policy Wording or on Your Policy Schedule.

How Much We'll Pay

The most We'll pay for a Claim is the Limit of Indemnity or any applicable Sublimit which applies to the cover or Section You're claiming under as set out in the Amount Payable Table below, less any Deductible (where applicable).

All Sublimits are inclusive of costs unless stated otherwise.

Once the Sublimit is exhausted there is no further coverage available under the Policy Extension in the Period of Insurance.

The most We will pay in total in the Period of Insurance for all Claims and Policy Extensions under the Policy is the Aggregate Limit of Indemnity.

Amount Payable Table

SECTION 2: POLICY EXTENSIONS	MAXIMUM PAYABLE/SUBLIMIT
Advance Claim Protection	\$100,000
Australian Consumer Law and Similar Legislation	Limit of Indemnity
Continuous Cover	The lesser of the Limit of Indemnity of the previous policy and the Policy.
Contractors and Consultants	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Court Attendance Costs	\$20,000
Defamation	Limit of Indemnity
Emergency First Aid	Limit of Indemnity
Estates and Legal Representatives	Limit of Indemnity
Extended Reporting Period	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Fraud and Dishonesty	Limit of Indemnity
Intellectual Property	Limit of Indemnity
Investigation Costs and Expenses	\$500,000
Joint Venture Liability	Limit of Indemnity

SECTION 2: POLICY EXTENSIONS	MAXIMUM PAYABLE/SUBLIMIT
Locum Tenens	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Loss of Documents	Limit of Indemnity
Loss of Documents (Not involving a Third Party Claim)	\$250,000
Medicare and Medical Fund Fraud	\$1,000,000
Newly Created or Acquired Subsidiaries	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Outgoing Principals and Employees	Limit of Indemnity
Privacy	Limit of Indemnity
Public Relations Expenses	\$50,000
QBE Financial Lines Legal Panel	As per extension
Run Off Cover	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Social Engineering Fraud	\$25,000
Students	Limit of Indemnity
Vicarious Liability	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Section 3: Optional Extensions	
Fidelity	Please refer to the Policy Schedule
Previous Business	Please refer to the Policy Schedule

Paying Your Premium

You must pay Your Premium by the due date shown on Your Policy Schedule. If We don't receive Your Premium by this date, or if Your payment is dishonoured, this Policy won't operate and there will be no cover.

Section 1: Insuring Clauses

Civil Liability Insuring Clause

We agree to indemnify You against civil liability for compensation:

1. arising from any Claim first made against You during the Period of Insurance;
2. arising solely out of the provision of the Community Chemist and Pharmaceutical Services; and
3. notified to Us during the Period of Insurance or where applicable, the Extended Reporting Period.

Provided that the Community Chemist and Pharmaceutical Services were provided by You in a manner that (at the time the service was provided) accorded with Australian and State or Territory Government (including Australian and State or Territory Departments of Health) guidelines and requirements in relation to the provision of the Community Chemist and Pharmaceutical Services.

For the avoidance of doubt, We will not pay the civil liability for compensation incurred by a Qualified Medical Practitioner.

COVID Related Services

We agree to indemnify You against civil liability for compensation arising:

1. from any Claim first made against You during the Period of Insurance;
2. directly and solely attributable to the provision of COVID Related Services; and
3. notified to Us during the Period of Insurance or where applicable, the Extended Reporting Period.

Provided that:

- (a) the COVID Related Services are specified in the Policy Schedule;
- (b) the COVID Related Services were provided by You in a manner that (at the time the service was provided) accorded with:
 - (i) Australian and State or Territory Government (including Australian and State or Territory Departments of Health) guidelines and requirements, or where applicable, New Zealand Government guidelines and requirements, in relation to participation in the COVID-19 vaccination program;
 - (ii) the COVID-19 vaccination training required by the relevant Australian and State or Territory Government, or where applicable, the New Zealand Government.
- (c) the COVID Related Services were provided after You obtained informed consent from the patient; and
- (d) the premises where the COVID Related Services were provided was prepared in accordance with any Australian and State or Territory Government (including Australian and State or Territory Departments of Health) guidelines and requirements, or where applicable, New Zealand Government guidelines and requirements.

For the avoidance of doubt, We will not pay the civil liability for loss incurred by a Qualified Medical Practitioner.

Costs and Expenses

We agree to pay Costs and Expenses incurred with Our written consent (which We will not unreasonably withhold) in the defence or settlement of any Claim indemnified by this Policy prior to final resolution of the Claim.

In the event that it is established that You are not entitled to indemnity for these Costs and Expenses, You agree to repay to Us all of the Costs and Expenses paid by Us to the extent it is established that You are not entitled to this indemnity.

Section 2: Policy Extensions

We agree to indemnify You under this Section 2: Policy Extensions.

Provided that:

1. the indemnity provided by each Policy Extension is subject to the Policy Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise expressly stated herein);
2. the inclusion of any Policy Extension will not increase the Limit of Indemnity; and
3. in respect of the Policy Extensions with a Sublimit, the most We will pay, any one Policy Extension and in the aggregate, is the Maximum Payable/Sublimit listed next to the Policy Extension in the Amount Payable Table. For the avoidance of doubt, Policy Extensions with a Sublimit are subject to the Aggregate Limit of Indemnity.

Advance Claim Protection

If You notify Us of a Claim, We will pay Your Costs and Expenses which You incur with a lawyer on Our QBE Financial Lines Legal Panel, while We determine whether or not the Policy responds, provided that invoices are sent to Us for payment.

In the event that the Policy does not respond, You shall repay to Us any payments made under this Policy Extension.

Australian Consumer Law and Similar Legislation

We agree to indemnify You against civil liability for compensation arising from any Claim made against You under the *Australian Consumer Law* or the *Competition and Consumer Act 2010* (Cth) or any similar legislation enacted by any states or territories in Australia and New Zealand.

Provided that:

1. the act, error or omission giving rise to the Claim made against You is unintentional and arises solely out of the provision of:
 - (a) Community Chemist and Pharmaceutical Services; or
 - (b) COVID Related Services.

Continuous Cover

Notwithstanding the Section 4: Exclusion, Prior or Pending and the Claims Made notice, We shall provide indemnity in respect of any Claim made against You arising solely out of the provision of Community Chemist and Pharmaceutical Services or COVID Related Services where such Claim arises from a fact or circumstance:

1. of which You first became aware prior to the Period of Insurance and which You knew, or ought to have reasonably known, had potential to give rise to a Claim; and
2. which should have been, but was not, notified to Us by You under any previous Policy.

Provided that:

- (a) You have continued without interruption to be insured with Us from the time when the fact or circumstance could have been notified under the previous Policy until the time when the Claim, fact or circumstance is notified to Us;
- (b) if You had notified the fact or circumstance under the previous Policy, You would have been entitled to indemnity under the previous Policy when a Claim was made;
- (c) the failure to disclose and/or notify the fact or circumstance was not fraudulent or intentional;
- (d) the Limit of Indemnity shall be the lesser of the available Limit of Indemnity of the previous Policy and this Policy;
- (e) the terms of this Policy (including any Sublimit which applies to the cover or Section You're claiming under and whether any Deductible is payable) shall otherwise apply;
- (f) We may reduce the amount We pay out under this Policy Extension, Continuous Cover by the amount of any prejudice We may suffer in consequence of any delayed notification to Us.

Contractors and Consultants

Notwithstanding the Section 2: Policy Extension, Vicarious Liability, We agree to indemnify contractors and consultants as Employees.

Provided that:

1. such contractor or consultant derived at least 90% of their income from You in the previous 12 months, or reasonably anticipate they will do so in the next 12 months;
2. Your principal, partner or director directly controls and supervises such contractors in accordance with Your standard procedures and risk management framework; and
3. such indemnity is only provided in respect of work performed for and on Your behalf and for which You are legally liable.

Court Attendance Costs

Notwithstanding the Section 4: Exclusion, Cyber and Data, We agree to provide up to \$250 per day for Court Attendance Costs incurred by Your Employees or \$500 per day for Court Attendance Costs incurred by Your partners, principals or directors if they are legally compelled to attend a civil proceeding as a witness in a Claim covered by this Policy.

Defamation

We agree to indemnify You against civil liability for compensation arising from any Claim made against You during the Period of Insurance for unintentional defamation arising solely out of the provision of:

1. the Community Chemist and Pharmaceutical Services; or
2. the COVID Related Services.

Emergency First Aid

We agree to indemnify You against civil liability for compensation arising from any Claim made against You solely from the provision or failure to provide medical assistance at the scene of any emergency, accident or disaster by any of Your Employees.

Provided that the assistance or failure to provide assistance is given at a time when the Employee is not engaged in a professional capacity by any other person or entity.

Estates and Legal Representatives

We agree to include in the definition of 'You', Your estate, heirs, legal representatives or assigns in the event of Your death or incapacity in respect of a civil liability that would have been covered under this Policy if You were alive or had capacity.

Your estate, heirs, legal representatives or assigns shall observe and be subject to all the terms of this Policy insofar as they can apply.

Extended Reporting Period

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of Premium, then You have until such time that You effect another Medical Indemnity Insurance Policy or a period of 60 days commencing on the day immediately following expiry of this Policy, whichever is the lesser period, during which to notify Us of any Claim or Investigation first made against You during the Period of Insurance.

This Policy Extension:

1. does not reinstate or increase the Limit of Indemnity or Sublimit or extend the Period of Insurance; and
2. will only apply to acts, errors or omissions committed or alleged to have been committed by You before the end of the Period of Insurance or the cancellation date of this Policy where this Policy has been cancelled.

Fraud and Dishonesty

Notwithstanding the Section 4: Exclusion, Fraud and Dishonesty, We agree to indemnify You against civil liability for compensation arising from any Claim made against You arising solely out of the provision of:

1. Community Chemist and Pharmaceutical Services; or
2. the COVID Related Services

which would otherwise be excluded by reason of the Section 4: Exclusion, Fraud and Dishonesty.

Provided that:

- (a) such indemnity shall not be provided to any person who actually or allegedly committed or condoned any such act, error or breach; and
- (b) Dual Controls were in place at the time of any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of Yours or any third party for whose acts, errors or omissions You are legally liable.

Intellectual Property

We agree to indemnify You against civil liability for compensation arising solely out of the provision of:

1. Community Chemist and Pharmaceutical Services; or
2. COVID Related Services;

for any Claim made against You for any unintentional:

3. infringement of copyright, trademark, registered design or patent;
4. plagiarism; or
5. breach of confidentiality.

Investigation Costs and Expenses

We agree to pay Investigation Costs and Expenses.

Provided that:

1. We shall be entitled to appoint legal representation to represent You in an Investigation;
2. the Investigation, or notice of intended Investigation is commenced during the Period of Insurance and is notified to Us during the same Period of Insurance;
3. in the event that a request for payment of Investigation Costs and Expenses is withdrawn or indemnity under this Policy is subsequently withdrawn or denied, We shall cease to advance Investigation Costs and Expenses and We shall be entitled to recover, acting reasonably, any Investigation Costs and Expenses We advanced to the extent that You were not entitled to such Investigation Costs and Expenses, unless We agree in writing to waive recovery; and
4. We shall not be required to pay Investigation Costs and Expenses of any appeal from the outcome of the Investigation.

Joint Venture Liability

We agree to indemnify You against civil liability for compensation for any Claim made against You for that proportion of any legal liability arising out of any activities in which You are engaged as a joint venturer arising solely out of the provision of:

1. the Community Chemist and Pharmaceutical Services; or
2. the COVID Related Services.

Provided that such coverage is only for that proportion of any legal liability which attaches to You arising out of such activities and there is no cover for the legal liability of any other participant in Your joint venture.

Locum Tenens

We agree to include in the definition of 'Employee' any Locums Tenens, but only in respect of work performed while a Locum Tenens of Yours.

Loss of Documents

Notwithstanding the Section 4: Exclusion, Cyber and Data, We agree to indemnify You against civil liability for compensation for any Claim arising solely out of the provision of:

1. the Community Chemist and Pharmaceutical Services; or
2. the COVID Related Services;

for the loss of any Documents (including but not limited to Your Documents) which have been unintentionally destroyed, damaged, lost or mislaid and, after diligent search or attempts to recover them, cannot be found or recovered.

Loss of Documents (Not Involving a Third Party Claim)

We agree to indemnify You for the loss of any Documents (including but not limited to Your Documents), for which You are legally responsible, that have been unintentionally destroyed, damaged, lost or mislaid in the provision of Community Chemist and Pharmaceutical Services or COVID Related Services and, after diligent search or attempts to recover them, cannot be found or recovered.

Provided that:

1. You discover the loss during the Period of Insurance and report it to Us during the Period of Insurance;
2. such indemnity shall be limited to reimbursement of reasonable costs and expenses You incur to replace or restore such Documents and shall not extend to any consequential or indirect loss; and
3. We shall not be liable under this Policy Extension to provide indemnity in respect of:
 - (a) the theft, corruption or erasure of any Data by a Virus;
 - (b) the theft, corruption or erasure of any Data by a former Employee, partner or principal;
 - (c) damage to Documents caused by gradual deterioration, wear and tear, or the action of moths or vermin; or
 - (d) Documents destroyed, damaged, lost or mislaid outside the territorial limits of Australia or New Zealand.

Medicare and Medical Fund Fraud

Notwithstanding the Exclusion, Fraud and Dishonesty, We agree to indemnify You against civil liability for compensation arising from any Claim made against You as a result of a fraudulent or dishonest refund Claim made against Medicare Australia or any health fund by Your Employee.

Provided that:

1. such indemnity shall not be provided to any insured natural person who committed or condoned any such act, error or omission; and
2. Dual Controls were in place at the start of the Period of Insurance.

Newly Created or Acquired Subsidiaries

We agree to include in the definition of 'You' any Subsidiary created or acquired by the Named Insured during the Period of Insurance for a period of up to 60 days (but never beyond the expiry date of the Period of Insurance) from the date of such creation, or acquisition.

This Policy Extension will only apply in respect of Claims or Investigations notified by the Subsidiary arising from an act, error or omission in the provision of Community Chemist and Pharmaceutical Services or COVID Related Services occurring after the Subsidiary is created or acquired.

Outgoing Principals and Employees

We agree to indemnify former principals, partners, directors and Employees of the Named Insured in respect of civil liability insured by Section 1: Insuring Clauses.

Provided that:

1. the definition of 'You' includes those persons; and
2. the indemnity is only in respect of work performed while a principal, partner, director or Employee of the Named Insured.

Privacy

We agree to indemnify You against civil liability for compensation arising from any Claim made against You in relation to any actual or alleged breaches of any duty of privacy or privacy legislation.

Provided that the act, error or omission by You giving rise to the Claim is unintentional and occurred directly in the provision of:

1. the Community Chemist and Pharmaceutical Services; or
2. the COVID Related Services.

Public Relations Expenses

Notwithstanding the Section 4: Exclusions, Cyber and Data, We agree to pay any reasonable fees of a public relations consultant retained by You for the sole purpose of protecting Your reputation that has been brought into question as a direct result of an Adverse Publicity Event.

Provided that:

1. You notify Us within 28 days of first becoming aware of Your reputation being brought into question, and provide written details outlining the circumstances surrounding the Adverse Publicity Event; and
2. We have given Our prior written consent to retain the services of such public relations consultant, (such consent shall not be unreasonably withheld).

QBE Financial Lines Legal Panel

You may access the QBE Financial Lines Legal Panel for a single complimentary session of verbal advice in relation to matters which are covered or potentially covered under this Policy.

In the event of a Claim or an Investigation being notified by You to Us, We shall appoint a member firm from the QBE Financial Lines Legal Panel to act on behalf of You, provided there is no existing or potential conflict of interest, in which case We will refer You to another member of the Panel or an external lawyer.

If You wish to access one of the firms on the QBE Financial Lines Legal Panel, contact Our Financial Lines Claims

Department on the address set out below and We will provide full details on the process.

Financial Lines Claims Department
QBE Insurance (Australia) Ltd
GPO Box 219
Parramatta NSW 2124

Or by email to piclaims@qbe.com

Run Off Cover

We agree that in the event that the Named Insured or any other insured entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the coverage provided under this Policy with respect to such insured entity shall continue until the expiry date of the Period of Insurance.

Such coverage only applies in respect of Claims or Investigations arising from the provision of Community Chemist and Pharmaceutical Services or COVID Related Services occurring prior to the effective date that You ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

Social Engineering Fraud

Notwithstanding the Section 4: Exclusion, Surrender, We agree to indemnify You against civil liability for compensation arising from any Claim made against You for voluntary giving or surrendering of Money, Tangible Securities, Funds or Property in any exchange or purchase which would otherwise be excluded by reason of the Surrender exclusion.

Provided that:

1. Dual Controls were in place at the time of the alleged act giving rise to the Claim; and
2. Verification Procedures were followed prior to the exchange or purchase.

We shall not provide such indemnity to any person who committed or condoned the giving or surrender of Money, Tangible Securities, Funds or Property with knowledge, or reckless disregard, of the fraud or dishonesty.

Students

We agree to indemnify any student practitioner against civil liability for compensation arising from any Claim first made during the Period of Insurance in respect of the provision of Community Chemist and Pharmaceutical Services or COVID Related Services by the student practitioner while obtaining practical work experience with You as part of the academic accreditation of a university, college of advanced education or a technical and further education college.

Provided that the student practitioner is acting under Your supervision.

Vicarious Liability

We agree to indemnify You in respect of any Claim made against You or Investigation arising from any act, error or omission committed or alleged to have been committed by any third party for whose acts, errors or omissions You are legally liable with respect to the provision of Community Chemist and Pharmaceutical Services or COVID Related Services.

Such coverage shall not extend to any such third party.

Section 3: Optional Extensions

Preamble

It is agreed that:

1. the indemnity provided by each Optional Extension is subject to the Policy Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise expressly stated herein);
2. where an Optional Extension is not specified as included in the Policy Schedule then this Policy will not provide any indemnity in relation to coverage specified under such Optional Extension; and
3. the most We will pay, any one Optional Extension and in the aggregate, is the amount listed next to the Optional Policy Extension in the Amount Payable Table.

Fidelity

We agree to provide indemnity to You against loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to You or for which You are legally liable where any such loss is sustained in consequence of any dishonest or fraudulent act or omission of Your Employee (and any other person for whose actions You may be liable).

Provided that:

1. You first discover such loss during the Period of Insurance and it is notified in writing to Us during the Period of Insurance;
2. We shall not be liable for any loss sustained in consequence of any act or omission occurring after the date of the discovery of, or the reasonable cause for suspicion of, dishonest or fraudulent conduct on the part of person concerned;
3. We shall not be liable to indemnify the person who committed or condoned any dishonest or fraudulent conduct in consequence of which the loss occurred;
4. You shall bear the burden of proof to substantiate any loss hereunder (including any legal, investigative, accounting or other costs incurred in such process) and We will be under no obligation to provide indemnity to You until such time as You prove that such loss has, in fact, been sustained;
5. Dual Controls were in place at the time of any actual or alleged dishonest, or fraudulent, act or omission of Your Employee (or any other person for whose actions You may be legally liable). Alternatively, where there were no Dual Controls in place at the relevant time, the most We will pay under this Optional Extension is \$5,000
6. regardless of the number of years this Policy shall continue in force and the number of premiums that shall be paid or payable, Our liability shall not be cumulative in amounts from year to year or from period to period;
7. where a conflict arises between the provisions of this Optional Extension and the, Fraud and Dishonesty Extension, the provisions of this Optional Extension shall prevail; and
8. no indemnity will be provided for loss of any other Property, including but not limited to drugs or medicines.

The Deductible specified in the Policy Schedule applies to any one event. Events or series of events caused by acts or omissions of the same person or persons (whether identifiable or not) and events in which such person or persons are involved or implicated shall be treated as one event.

Previous Business

We agree to provide indemnity in respect of any Claim for compensation made against any person who is or becomes or ceases to be during the Period of Insurance a principal, partner or director of the Named Insured for any civil liability arising from the provision of the Community Chemist and Pharmaceutical Services or the COVID Related Services and incurred on the part of such person before that person joined the Named Insured.

Section 4: Exclusions

Abuse

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of any actual or alleged act of Abuse by any person, or failure to detect or prevent Abuse by any person.

Aircraft Motor Vehicles and Watercraft

We shall not be liable under this Policy to provide indemnity or make any payment for loss arising directly or indirectly based upon, attributable to, or in consequence of:

1. the ownership of any aircraft, motor vehicle or watercraft by You; or
2. aircraft registration, inspection or maintenance advice provided by You or on Your behalf.

Amount Payable

We shall not be liable under this Policy to provide indemnity or make any payment in excess of:

1. the Limit of Indemnity specified in the Policy Schedule; or
2. the Maximum Payable/Sublimit specified in the Amount Payable Table for the respective Policy Extension;

whichever is lesser.

Asbestos

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of the manufacturing, mining, processing, treating, handling, installing, using, removing, transporting, selling, distributing, and/or storage of asbestos, asbestos products or any product containing asbestos.

This Exclusion shall not apply to any Community Chemist and Pharmaceutical Services or COVID Related Services performed as a result of any injuries arising out of any effects of asbestos.

Assumed Duty or Obligation

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of any duty or obligation assumed by You by way of contract, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability You would have incurred in the absence of such contract, warranty, guarantee or indemnity.

Consent Not Informed

We shall not be liable under this Policy to provide indemnity or make any payment arising from the provision of Community Chemist and Pharmaceutical Services or COVID Related Services, if the claimant did not provide informed consent to the provision of the Community Chemist and Pharmaceutical Services or the COVID Related Services that gave rise to the Claim.

This Exclusion shall not apply to any Claim arising out of the provision of the Community Chemist and Pharmaceutical Services or COVID Related Services at the scene of any emergency, accident or disaster.

Cyber and Data

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of:

1. a Cyber Act;
2. a Virus; or
3. a breach of Data Protection Law by You, or parties acting for You, involving access to, processing of, use of or operation of any Computer System or Data, including notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services.

Any cover for the costs of reconstituting or recovering lost or damaged documents owned or controlled by You covered under Section 2: Policy Extensions of this Policy shall not apply to Data.

Defamation

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly, from or in consequence of the provision of Community Chemist and Pharmaceutical Services or COVID Related Services, that are deliberate libel or slander.

Exclusion for certain losses

We shall not be liable under this Policy to provide indemnity or make any payment for loss of production, loss of profits, loss of business, loss of wages costs associated with increased costs of working, (such as hiring additional equipment), loss of contracts, liquidated damages, indirect losses or consequential loss or damage of any kind arising as a result of the provision of:

1. the Community Chemist and Pharmaceutical Services; or
2. the COVID Related Services.

Fines and Penalties

We shall not be liable under this Policy to provide indemnity or make any payment for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law including but not limited to, civil penalties.

Fraud and Dishonesty

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of:

1. any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of Yours or any third party for whose acts, errors or omissions You are legally liable;
2. any act or omission of Yours or any third party for whose acts, errors or omissions You are legally liable committed, or alleged to have been committed, with a reckless disregard for the consequences thereof; or
3. any wilful breach of any statute, contract or duty by You or any third party for whose acts, errors or omissions You are legally liable.

Goods Sold, Stored, Supplied or Distributed

We will not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly from, based upon, attributable to, or in consequence of the sale, storage, supply or distribution of any good or product other than a Claim which arises directly from:

1. the Community Chemist and Pharmaceutical Services; or
2. the provision of COVID Related Services.

Infectious or Communicable Disease, Bacteria and Virus

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly out of, based upon, attributable to or in consequence of Your reckless disregard of any guidelines, principles or instruction issued by the Australian Government, relevant State or Territory Government, the New Zealand Government or any other relevant department in the jurisdiction You operate in, regarding any infectious or communicable disease, bacteria or virus.

Intellectual Property

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly, from or in consequence of the provision of the Community Chemist and Pharmaceutical Services or the COVID Related Services that are a deliberate infringement of copyright or trademark.

Intoxicants and Drugs

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of the rendering of, or failing to render, competent Community Chemist and Pharmaceutical Services or COVID Related Services while under the influence of intoxicants or drugs.

Jurisdictional Limits

We shall not be liable under this Policy to provide indemnity or make any payment in respect of any Investigation or Claim made against You:

1. brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates;
2. arising out of the enforcement of any judgment, order or award obtained within, or determined pursuant to, the laws of the United States of America or the Dominion of Canada or their territories or protectorates; or
3. which We are prohibited from paying by law in the jurisdiction concerned.

Laws Impacting Cover

We will not be liable to provide any cover, pay any Claim or provide any benefit under this Policy, to the extent that it is unlawful for Us to do so.

Licensing

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly from, based upon, attributable to, or in consequence of You actually not being licenced, registered, or accredited to provide the Community Chemist and Pharmaceutical Services or the COVID Related Services.

Manufacturing

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of any activities as a manufacturer of goods or products, or the supervision of such activities, undertaken by You or on Your behalf.

Medical Facilities

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of:

1. the administration or provision of medicines which, by law, are required to be prescribed by a Qualified Medical Practitioner, unless those medicines have been so prescribed; or
2. the provision or failure to provide Obstetrics Services.

Medical Practitioner

We shall not be liable under this Policy to provide indemnity in respect of any Investigation or Claim made against an insured person that is a Qualified Medical Practitioner in relation to:

1. Health Care Incidents; or
2. any incident directly attributable to an insured person acting in their capacity as a Qualified Medical Practitioner.

Nuclear

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of :

1. ionising radiation;
2. contamination by radioactivity from any nuclear fuel; or
3. from any nuclear waste from the combustion of any nuclear fuel.

This Exclusion shall not apply to legal liability arising from radioisotopes, radium or radium compounds when used:

- (a) away from the place where such are made or produced; and
- (b) exclusively for the provision of the Community Chemist and Pharmaceutical Services or COVID Related Services.

Obligations to Employees and Others

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of:

1. Bodily Injury of any Employee, Volunteer, student, Locum Tenens, or any person who is under Your direction, control or supervision or for whose workplace safety You are responsible;
2. damage to or destruction of any Property of any Employee, Volunteer, student, Committee member, Locum Tenens or any person who is under Your direction, control or supervision or for whose workplace safety You are responsible including loss of use of property, arising out of, or in the course of their engagement by You; or
3. any dispute in connection with employment.

Occupier's Liability

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred as a result of occupation, control, management or ownership of any real property by You.

Other Insurance

We shall not be liable under this Policy to provide indemnity or make any payment in respect of any Claim or Investigation for which You are entitled to be indemnified under any other insurance.

Pollutants

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of:

1. the actual or alleged discharge, release or escape of Pollutants arising from the design or specification of equipment or structures which are critical to, and designed with the intention of, restricting the release of Pollutants into the environment; or
2. any enforcement action or proceeding in connection with the containment, clean up, removal or treatment of such Pollutants;

This Exclusion does not apply where there has been a sudden and accidental release of Pollutants caused by error in design or specification.

Prior or Pending

We shall not be liable under this Policy to provide indemnity or make any payment in respect of any Claim made against You:

1. made, threatened or intimated against You prior to the Period of Insurance; or
2. directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
 - (a) of which written notice has been given, or ought reasonably to have been given, by You under any previous Policy; or
 - (b) of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had potential to give rise to a Claim under this Policy.

Related or Associated Entities

We shall not be liable under this Policy to provide indemnity or make any payment in respect of any Claim made against You brought or maintained by or on behalf of:

1. You or any Subsidiary or parent entity of the Named Insured; or
2. any person who, at the time the act, error or omission giving rise to the Claim was committed, was a Family Member unless such person is acting without any prior direct or indirect solicitation or co-operation from You.

Refunds of Fees or Charges

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of any Claim for the refund of any:

1. commission;
2. professional fees;
3. charges; or
4. other remuneration;

paid, or payable, to You in the provision of Community Chemist and Pharmaceutical Services or COVID Related Services.

Retroactive Date

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly from the performance of;

1. the Community Chemist and Pharmaceutical Services; or
2. the COVID Related Services;

prior to the Retroactive Date stated in the Policy Schedule.

Sanctions

We shall not be liable to provide any cover, pay any Claim or provide any benefit under this Policy, to the extent that to do so may expose Us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Surrender

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of the voluntary giving or surrendering (whether or not induced by deception) of Money, Tangible Securities, Funds or Property in any exchange or purchase.

Terrorism

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of any actual or alleged Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged Act of Terrorism.

This exclusion operates in connection with any Act of Terrorism regardless of any other cause or event and regardless of the sequence of the Act of Terrorism and the other cause or event.

However, this Exclusion shall not apply to:

1. the Community Chemist and Pharmaceutical Services; or
2. the COVID Related Services;

provided by You as a result of any Claim arising from any Act of Terrorism.

Trading Debts

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of any:

1. trading debt;
2. liability or losses incurred by You;
3. guarantee given by You for a debt; or
4. Your insolvency.

Utility Service Provider

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of the failure of an internet, telecommunications or electricity provider or other utility provider.

War

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government, public or local authority.

However, this Exclusion shall not apply to any Community Chemist and Pharmaceutical Services or COVID Related Services provided as a result of injuries arising from War.

Section 5: Claims Conditions

Allocation

Where a Claim, Investigation or loss is covered only in part by this Policy, We and You will use best efforts to agree a fair and proper allocation of amounts that are covered and those that are not covered under this Policy.

If We and You cannot agree on a fair and proper allocation, then the matter will be referred to Senior Counsel (to be mutually agreed upon by You and Us) whose opinion will be binding.

The costs of Senior Counsel's opinion will be regarded as part of the Costs and Expenses.

Claims Mitigation and Co-operation

If You, either prior to or during the Period of Insurance become aware of a situation which could, if not rectified, lead to a Claim or increase the quantum of a Claim, You shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability under this Policy.

You shall frankly and honestly disclose to Us all relevant information and, in addition, shall provide reasonable assistance to Us as We may require to enable Us:

1. to investigate and to defend any Claim under this Policy; and/or
2. to determine Our liability under this Policy.

Other than costs and expenses incurred by Us to enable Us to determine Our liability under this Policy, compliance with this condition shall be at Your own cost, unless otherwise agreed in writing by Us.

Contribution

When making a Claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

Defence and Settlement

We may:

1. instruct You to conduct the defence of the Claim or Investigation if having regard to the circumstances, it is likely that any Claim or Investigation will not exceed the Deductible, in which case You will be responsible for Your own Costs and Expenses, Investigation Costs and Expenses and any settlement up to the limit of the Deductible. In the event that any Costs and Expenses, Investigation Costs and Expenses or payment made to dispose of the Claim exceeds the Deductible We will reimburse You all reasonable Costs and Expenses or Investigation Costs and Expenses; or
2. take over and conduct, in Your name, the defence or settlement of any Claim or Investigation, in which case We will then have sole control of the Claim or Investigation, subject to Us providing updates within a reasonable timeframe and You being able to seek an update on the status of the Claim or Investigation.

You agree:

3. not to:
 - (a) settle any Claim or Investigation;
 - (b) incur any Costs and Expenses or Investigation Costs and Expenses; or
 - (c) make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim, Investigation or loss; without Our written consent, provided that We shall not unreasonably withhold such consent;
4. that any information that is received by Our external lawyers in the course of an Investigation or investigating, defending or settling any Claim made against You can be provided to Us and relied upon by Us in relation to any issue that may arise regarding Our liability to indemnify You; and
5. that Our external lawyers may provide advice to Us on any issue regarding Our liability to indemnify You and, whilst doing so, may continue to act in an Investigation or act in the investigation, defence or settlement of the Claim.

Furthermore, in the circumstances described under items 2, 4 or 5 above, You agree:

6. that Our communications with Our external lawyers are privileged and that You are not entitled to obtain any such communications;
7. to waive any entitlement that You may have for legal professional privilege between You and Our external lawyers; and
8. if any actual or apparent conflict arises between Our interests and Your interests, Our external lawyers may cease acting on Your behalf and may continue to act on Our behalf. Where Our external lawyers cease to act for You due to an actual or apparent conflict on a Claim or Investigation covered under the Policy, We will provide reasonable assistance to You to find alternative lawyers.

Goods and Services Tax

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number and taxable percentage.

Preventing Our Right of Recovery

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.

Reporting and Notice

You shall give to Us written notice as soon as practicable of any circumstance or Claim made against You. Provided that You give Us such written notice during the Period of Insurance in which the Claim is made.

Notice of any circumstance or Claim shall be given in writing to Us, and delivered to:

Financial Lines Claims Department
QBE Insurance (Australia) Ltd
GPO Box 219
Parramatta NSW 2124

Or by email to piclaims@qbe.com

Retroactive Date

'Unlimited Retroactive Cover' – if no Retroactive Date is specified in the Policy Schedule or if the Retroactive Date is specified in the Policy Schedule as 'unlimited', this Policy shall provide indemnity in respect of Claim(s) made against You as a result of the provision of the Community Chemist and Pharmaceutical Services or the COVID Related Services arising from acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed (or were alleged to have been committed).

'Limited Retroactive Cover' – where a Retroactive Date is specified in the Policy Schedule, then this Policy shall only provide indemnity in respect of Claim(s) as a result of the provision of the Community Chemist and Pharmaceutical Services or the COVID Related Services arising from acts, errors or omissions committed or alleged to have been committed after the Retroactive Date.

Senior Counsel

In the event of a dispute between You and Us as to whether a Claim should be settled or defended or whether an Investigation should be defended, We shall within 30 days of receipt of notice of such a dispute refer the matter to a Senior Counsel (to be mutually agreed upon by You and Us) who shall determine whether the Claim should be contested or the Investigation should be defended.

We shall not require You to contest any Claim or Investigation unless a Senior Counsel shall advise that such Claim should be contested or Investigation should be defended.

In formulating such advice, Senior Counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely Costs and Expenses and the prospects of You successfully defending the Claim or Investigation.

The cost of such Senior Counsel's opinion shall be regarded as part of the Costs and Expenses.

Subrogation

In respect of any Claim covered by this Policy, and without limiting Our rights at law, We shall be subrogated to all Your rights of recovery, and You shall execute all papers required and shall do everything reasonably necessary to secure and preserve such rights, including the execution of documents necessary to enable Us to effectively bring suit in Your name.

You shall not, without first obtaining Our written consent (which shall not be unreasonably withheld), do anything or fail to do anything which excludes, limits or prejudices Our rights of subrogation.

Your Right to Contest

In the event that We recommend a settlement in respect of any Claim and You do not agree that such Claim should be settled, then You may elect to contest such Claim.

Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Costs and Expenses incurred with Our written consent up to the date of such election, less the Deductible.

Section 6: General Conditions

Assignment of Interest

No change in, or modification of, or assignment of interest under this Policy shall be effective, except when made by written endorsement to this Policy and signed by an authorised employee of Ours.

Cancellation

You may cancel this Policy at any time by notifying Us in writing, and We will allow a pro-rata refund of Premium for the unexpired Period of Insurance, unless a Claim or circumstance has been notified to Us during the Period of Insurance in which case no Premium will be refunded.

We may cancel this Policy in accordance with the relevant provisions of the *Insurance Contracts Act 1984* (Cth), and We will provide a pro-rata refund of Premium for the unexpired Period of Insurance unless a Claim or circumstance has been notified to Us during the Period of Insurance in which case no Premium will be refunded.

Deductible

In respect of each Claim or Investigation made against You (or loss incurred by You), the amount of the Deductible (which is inclusive of costs) shall be borne by You at Your own risk and We shall only be liable to indemnify You for that part of any Claim or Investigation Costs and Expenses (or any loss incurred by You) which is in excess of the Deductible.

In the event of a Claim by You or Investigation notified under this Policy, You shall, if directed by Us, pay to Us (or as We direct) the Deductible within seven working days. Any delay, failure or refusal by You to pay the Deductible will entitle Us to deduct such amount from any amounts required to settle any Claim or judgement, order, or any other payment to be made by Us under this Policy. In the event that a failure or refusal to grant access to monies for any Deductible results in a failure of a settlement or an increase in Costs and Expenses, Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Costs and Expenses incurred with Our written consent up to the date of such failure or refusal, less the Deductible.

Where We have elected to pay all or part of the Deductible in respect of any Claim or Investigation (or any loss or Claim), You shall, within seven working days from the date of such payment, reimburse Us for such payment.

In respect of any Claim or Investigation (or any loss or Claim) where the amount of the Claim or Investigation Costs and Expenses (or any loss or Claim) is less than the amount of the Deductible, You shall bear all Costs and Expenses or Investigation Costs and Expenses associated therewith unless We have agreed to meet such Costs and Expenses pursuant to Insuring Clause Costs and Expenses and/or Investigation Costs and Expenses pursuant to the Policy Extension Investigation Costs and Expenses.

Any Costs and Expenses incurred by Us to determine whether We have a liability to indemnify You under this Policy shall not be subject to the Deductible but shall be borne by Us.

Limit of Indemnity

We agree to pay Costs and Expenses in addition to the Limit of Indemnity, but only up to an amount equal to the Limit of Indemnity or \$5,000,000, whichever is the lesser.

If You are liable to make a payment in excess of the Limit of Indemnity to dispose of a Claim, Our liability for such Costs and Expenses shall be the same proportion as the amount of the Limit of Indemnity bears to the amount paid to dispose of the Claim.

Where this occurs, the amount of Costs and Expenses that We will pay may be lower than if the Claim was resolved for less than the Limit of Indemnity.

Our total liability for any one Claim, will not exceed the Limit of Indemnity.

Our total liability for any Policy Extension is the Sublimit which applies to the cover or Section You're claiming under as set out in the Amount Payable Table, less any Deductible (where applicable).

Our total liability in the aggregate in respect of all Claims and Policy Extensions during the Period of Insurance, will not exceed the Aggregate Limit of Indemnity.

This clause does not increase any Sublimit in the Policy.

Material Alteration to Risk

You shall give Us written notice as soon as reasonably practicable of any material alteration during the Period of Insurance to the risk, as disclosed to us at the commencement or renewal of this Policy or in the Policy Schedule including but not limited to:

1. any change in the:
 - (a) Community Chemist and Pharmaceutical Services; or
 - (b) COVID Related Services offered by You;
 2. You going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or You failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;
 3. losing Your entitlement to perform the:
 - (a) Community Chemist and Pharmaceutical Services; or
 - (b) COVID Related Services;
 offered by You;
- or
4. any cancellation of Your registration to perform the Community Chemist and Pharmaceutical Services or the COVID Related Services offered by You or restrictions placed on Your registration.

Where such notice is given or where there is any material alteration to the risk, We shall be entitled to cancel this Policy in accordance with the Insurance Contracts Act 1984 .

Multiple Claims

All causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this Policy.

Where a single act, error, or omission gives rise to more than one Claim or circumstance, all such Claims and circumstances shall jointly constitute a single act, error or omission under the Policy, and only the higher Deductible shall be applicable. Furthermore, if there is an Aggregate Limit of Indemnity, only one Limit of Indemnity will be applicable.

Other Insurance

In the event that a policy of insurance or policies of insurance are listed in the Policy Schedule, those policies will act as primary insurance and this Policy will only apply in excess of such policy(ies) of insurance.

You shall notify Us immediately upon entering into any other policy(ies) of insurance that provides insurance cover in respect of the risks insured by this Policy.

The policy(ies) noted in the Policy Schedule shall be maintained by You in full effect during the currency of this Policy

Policy Construction and Interpretation

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of the State, Territory or Country in which this Policy is issued, being the place of issue specified in the Policy Schedule, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of such state, territory or country. If no place of issue is shown in the Policy Schedule it is agreed that the place of issue is Sydney, New South Wales, Australia.

The titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

For the purpose of construction or interpretation of paragraphs in this Policy:

1. where "and" appears, all subparagraphs must be satisfied; or
2. where "or" appears, only one subparagraph must be satisfied.

Under this Policy, the singular includes the plural and vice versa and reference to a person includes a body corporate, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust.

Recovery Action and Uninsured Loss

You must not do anything that may prejudice Our rights of recovery against any third party, including but not limited to agreeing not to seek any compensation from any other person that is or is potentially liable to compensate You for any loss.

If We pay Your Claim, We may seek to recover the amount paid to You from the third party who caused the loss. We will do this in Your name and You must assist Us with any reasonable requests.

If You have suffered loss which is not covered by this Policy, We may offer to attempt to recover this for You. You may specifically ask Us to recover this for You. You will need to give Us documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action. You may need to contribute to legal costs in some circumstances.

References to Legislation

Legislation referenced in this Policy includes Subsequent Legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in Subsequent Legislation.

Streamlined Renewal Process

We may choose to notify You at least 14 days prior to the expiry of the Period of Insurance that We are prepared to automatically renew the Policy by providing a new Period of Insurance, without a renewal Proposal/Application, subject to:

1. payment of a new Premium applicable to the new Period of Insurance; and
2. renewal eligibility criteria that will be communicated by Us.

If You are paying Your Premium by instalments We will continue to deduct instalments each month on the day of the month that You nominate as Your payment date, but based on the Premium applicable to the new Period of Insurance.

Severability

We agree that where this Policy insures more than one party, any conduct whereby such party:

1. failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984 (Cth); or
2. made a misrepresentation to Us before this contract of insurance was entered into;

shall not prejudice the right of any other insured party to indemnity as may be provided by this Policy.

Provided that:

- (a) such other insured party shall have no prior knowledge of any such conduct;
- (b) such other insured party shall as soon as is reasonably practicable upon becoming aware of any such conduct, advise Us in writing of all known facts in relation to such conduct; and
- (c) the conduct of the entities or persons referred to in parts 1 and 2 of the definition of 'You' is attributed to the Named Insured.

Section 7: Definitions

Some key words and terms used in this Policy have a special meaning. Wherever the following words or terms commence with a capital letter in the Policy, they mean what is set out below.

Word or Term	Meaning
Abuse	<ol style="list-style-type: none"> 1. any verbal, non-verbal, mental or physical abuse of any person; 2. sexual abuse, sexual assault, acts 2or indecency, sexual harassment or molestation; 3. inappropriate or harsh forms of punishment, neglect, deprivation, failure to educate or nurture, bullying, physical interference with any person, or assault of any kind; 4. any verbal or non-verbal communication, behaviour or conduct with, or having, a sexual connotation; 5. any verbal or non-verbal communication, behaviour or conduct intended to harass, abuse, or humiliate, including and not limited to hazing.
Act of Terrorism	an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Adverse Publicity Event	an event which, in the reasonable opinion of the Named Insured, or where a company, a director of the Named Insured, might cause Your reputation to be seriously affected by adverse or negative publicity.
Aggregate Limit of Indemnity	the amount shown as the aggregate limit of indemnity in the Policy Schedule.
Amount Payable Table	a Table listing the Sublimit/Maximum Amount Payable and whether any Deductible is payable for each Policy Extension or Optional Policy Extension.
Bodily Injury	physical injury, sickness, disease, death, mental injury, mental anguish, nervous shock or emotional distress of any person.
Claim	<ol style="list-style-type: none"> 1. the receipt by You of any notice of demand for compensation made by a third party against You; or 2. any writ, statement of Claim, summons, application or other originating legal or arbitral process, cross-Claim, counterclaim or third or similar party notice served upon You which contains a demand for compensation made by a third party against You.

Word or Term	Meaning
Community Chemist and Pharmaceutical Services	<p>Services for which You are appropriately registered and licensed as required by law including:</p> <ol style="list-style-type: none"> 1. compounding and dispensing of medications, including dispensing of prescription and non-prescription drugs over the internet; 2. treatment advice; 3. the provision of information regarding drugs; 4. ear or body piercing; 5. health fund agency services; and 6. nursing services, limited to: <ol style="list-style-type: none"> (a) baby clinic activities including measuring and weighing infants; (b) vaccination services; (c) weight loss advice; (d) cholesterol testing; (e) homeopathic services; (f) naturopathic services; and (g) advice in respect to mobility and/or medical equipment 7. Demonstration of health & beauty products, by a person suitably trained for this purpose, for promotion of sale where a fee is not charged; 8. Acupuncture where services provided by a suitably qualified person; or 9. Audiometric testing. <p>for which you are appropriately registered and licensed as required by law.</p> <p>'Community Chemist and Pharmaceutical Services' does not include:</p> <ol style="list-style-type: none"> (a) wholesale of medicines; or (b) COVID Related Services.
Computer System	any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
Costs and Expenses	the reasonable legal costs and other expenses incurred by or on behalf of You or by Us in the investigation defence or settlement of a Claim.
Court Attendance Cost	<p>the costs incurred by an Employee, partner, principals or director of Yours where they are legally compelled to attend a civil proceeding as a witness in a matter arising under the Policy.</p> <p>Court Attendance Costs do not include regular or overtime wages, salaries or fees of the Employee, partner, principals or director of Yours.</p>
COVID Related Services	Those COVID Related Services specified in the Policy Schedule. For clarification, COVID Related Services does not include any other COVID Related Services not listed on the Policy Schedule.
Cyber Act	an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
Data	information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
Data Protection Law	all applicable data protection and privacy legislation, regulations in any country, province, state, territory or jurisdiction which governs the use, confidentiality, integrity, security and protection of personal data, and any guidance or codes of practice issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).
Deductible	the amount shown as the Deductible in the Policy Schedule. The Deductible applies to all amounts payable under this Policy.

Word or Term	Meaning
Documents	deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.
Dual Controls	<ol style="list-style-type: none"> 1. any cheque payment or electronic money transfer receives prior approval by at least two approved signatories; and 2. the person reconciling Your bank statements is not the same person that operates Your bank accounts; and 3. all refund Claims against Medicare Australia or a health fund are only processed by an employee after first being approved by a Qualified Medical Practitioner or a principal, partner or director.
Employee	any person employed under a contract of service or apprenticeship during or prior to commencement of the Period of Insurance.
Extended Reporting Period	the lesser period of 60 days from the expiry of this Policy or such time that You effect another professional indemnity policy.
Family Member	<ol style="list-style-type: none"> 1. any spouse, domestic partner, or companion; 2. any parent, or parent of the spouse, domestic partner or companion; 3. any sibling or child; of You, Yours.
Funds	amounts representing money held in an account maintained by a person or entity at a financial institution, from which You are authorised by the person or entity to request the transfer, payment or delivery of an amount of money.
Health Care	any care, treatment, advice, service or goods provided in respect of the physical or mental health of a person.
Health Care Incident	an incident that occurs in the course of, or in connection with, the provision of Health Care by a Qualified Medical Practitioner.
Investigation	<p>means any hearing, investigation, examination, enquiry or inquiry, that is in relation to Your provision of Community Chemist and Pharmaceutical Services or COVID Related Services, conducted by a Regulatory Authority, Royal Commission, Coroner, disciplinary committee of any association or professional body of which you are a member or the Northern Territory Board of Inquiry in which You are:</p> <ol style="list-style-type: none"> 1. identified in writing as a target during the Period of Insurance; 2. requested or required to attend interviews or answer questions during the Period of Insurance; or 3. requested or required to produce documents during the Period of Insurance. <p>Investigation does not include:</p> <ol style="list-style-type: none"> 4. any investigation, examination, enquiry or inquiry conducted by a Parliament of the State Territory or Commonwealth; 5. any investigation, examination, enquiry or inquiry conducted by a Court of the State, Territory or Commonwealth (excluding Coroners Courts); 6. any inquiry or action that is industry-wide, not specific to the Insured, or any routine or regularly scheduled regulatory or internal supervision, inspection, compliance, review, examination, production or audit, including any request for mandatory information from a Regulatory Authority's normal review or compliance process.
Investigation Costs and Expenses	<p>Legal costs and other expenses incurred by or on behalf of You or by Us arising out of:</p> <ol style="list-style-type: none"> 1. any legally compellable attendance by You at any Investigation in relation to Your provision of Community Chemist and Pharmaceutical Services or COVID Related Services where such Investigation may lead to a recommendation in respect of proceedings which would be the subject of a Claim covered by this Policy; or 2. any attendance at a coronial enquiry in relation to Your provision of Community Chemist and Pharmaceutical Services or COVID Related Services where such Investigation may lead to a recommendation in respect of proceedings which would be the subject of a Claim covered by this Policy, and for which We consider Your attendance may mitigate the cost of such Claim. <p>'Investigation costs and expenses' does not include any fine, Penalty or order for the payment of monetary compensation.</p>
Limit of Indemnity	the limit of Our liability under this Policy as specified in the Policy Schedule.

Word or Term	Meaning
Locum Tenens	a substitute professional who temporarily takes the place of a professional member of the Named Insured contingent upon the professional member not practicing during the period in which the Locum Tenens coverage is in effect. For the avoidance of doubt, We will not pay the civil liability for loss incurred by a Qualified Medical Practitioner whilst acting as a Locum Tenens.
Malpractice	a breach of a professional duty of care in the provision of medical, home care, or alternative therapy services.
Money	Money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes. 'Money' does not include any cryptocurrency.
Named Insured	the person, persons, partnership, company, corporation or other entity specified as the Named insured in the Policy Schedule.
Obstetrics Services	Malpractice which occurs in any way associated with pregnancy or childbirth after the onset of: <ol style="list-style-type: none"> 1. labour; 2. contractions; or 3. the physical symptoms of labour and for the 48 hour period immediately preceding actual childbirth.
Penalty	any monetary sum payable by You to any Regulatory Authority. This definition does not apply to the 'Fines and penalties exclusion'
Period of Insurance	the period specified in the Policy Schedule.
Policy	<ol style="list-style-type: none"> 1. the Policy Schedule, insuring clauses, extensions, Conditions, definitions, Exclusions and other terms contained herein; and 2. any endorsement attaching to and forming part of this Policy either at inception or during the Period of Insurance.
Policy Schedule	the schedule to this Policy.
Pollutants	<ol style="list-style-type: none"> 1. any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals; 2. any waste materials including materials recycled, reconditioned or reclaimed; or 3. any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission.
Premium	the Premium specified in the Policy Schedule or in any endorsement to the Policy Schedule.
Property	any tangible property that is not Money, Tangible Securities or Funds.
Proposal/Application	the proposal/application You made to Us containing particulars and statements.
Qualified Medical Practitioner	a person with a doctor's qualification of higher, including but not limited to: <ol style="list-style-type: none"> 1. a health practitioner who may be registered under Part 7 of the Health Practitioner Regulation National Law Act 2009 by the National Medical Board; or 2. a registered health professional prescribed by the Medical Indemnity (Prudential Supervision and Product Standards) Regulations 2003 for a provision of Part 3 of the Medical Indemnity (Prudential Supervision and Product Standards) Act 2003.
Regulatory Authority	a person or entity appointed, constituted or acting under a delegation pursuant to any legislation for the purposes of enforcement of such legislation.
Retroactive Date	the retroactive date as shown in the Policy Schedule.
Senior Counsel	a barrister in active practice who is entitled to use the post-nominals KC, QC or SC in any one or more superior court in the Commonwealth of Australia or the Dominion of New Zealand.
Sublimit	the amount shown as a sublimit of indemnity in the Policy.

Word or Term	Meaning
Subsequent Legislation	<ol style="list-style-type: none"> 1. an act or regulation as amended, replaced or re-enacted; or 2. where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.
Subsidiary	<ol style="list-style-type: none"> 1. any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the named insured specified in the Policy Schedule; or 2. any entity over which a named insured is in a position to exercise effective direction or control.
Tangible Securities	all negotiable and non-negotiable instruments or contracts representing either Money or other property but does not include Money.
Verification Procedures	<p>a method of authenticating the contents of a communication between You and:</p> <ol style="list-style-type: none"> 1. an Employee; 2. a third party with whom You have a genuine third party relationship; 3. Your offices; or 4. a bank, credit union, financial institution or similar entity; <p>for the purpose of protecting the integrity of the communication or the genuineness of the instruction:</p> <p>(a) through a telephone call back procedure consisting of calling the telephone number of such requestor's organisation which is:</p> <ol style="list-style-type: none"> (i) held on file by You; or (ii) verifiable in the public domain; <p>or</p> <p>(b) where such instruction is in the form of an e-mail or mail or facsimile address, by verifying and ensuring that the genuine requestors' work e-mail or mail address is:</p> <ol style="list-style-type: none"> (i) held on file by You; (ii) verifiable in the public domain; and (iii) through a telephone call back procedure consisting of calling the telephone number of the requestor's organisation which is, held on file by You or verifiable in the public domain.
Virus	any computer program, including but not limited to, any file virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus or other executable program which contains instructions to initiate an event on a Computer System, causing modification of, corruption of or damage to data, memory or data media or otherwise adversely affecting the operation of any Computer System.
We, Our, Us	QBE Insurance (Australia) Limited ABN 78 003 191 035
You, Your, Yours	<ol style="list-style-type: none"> 1. the Named Insured; 2. any person who is, during the Period of Insurance, a principal, partner or director of the named insured but only in respect of work performed while a principal, partner or director of the named insured; 3. any person who is, during the Period of Insurance, an employee of the named insured but only in respect of work performed while an employee of the named insured; 4. any former principal, partner, director or employee of the named insured, but only in respect of work performed while a principal, partner, director or employee of the named insured; or 5. any person who is, during or prior to the Period of Insurance a member of an ethics committee or advisory council of the Named Insured but only in respect of liability arising from work performed as a member of an ethics committee or advisory council of the Named Insured.

