

SCHEDULE

CHUBB INSURANCE COMPANY
OF AUSTRALIA LIMITED
(A.B.N. 69 003 710 647)
A.F.S. Licence No: 239778

Herein called the Company

Policy Number: 9329

Item 1. Limit of Liability for this Coverage Section:

(A) Employee Theft Coverage:

(i) Each Coverage Event:	\$250,000
(ii) Each Policy Period:	\$250,000

(B) Investigative Costs Coverage: \$10,000

Item 2. Deductible Amount:

(A) Employee Theft Coverage: \$

(B) Investigative Costs Coverage: NIL

Item 3. Territory: Australia and New Zealand

Item 4. Endorsement(s):

Item 5. Original Inception Date:

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In consideration of payment of the premium and subject to the Schedule, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) Employee Theft Coverage

The Company shall be liable for direct losses of **Money, Securities**, or other property caused by **Theft** or **Forgery** by any identifiable **Employee** of any **Insured** acting alone or in collusion with others.

(B) Investigative Costs Coverage

The Company shall be liable for **Investigative Costs** of the **Insured**.

II. DEFINITIONS

Unless otherwise noted, as used in this **Coverage Section**, the singular of any definition includes the plural, and the plural of any definition includes the singular.

For the purposes of this **Coverage Section**:

Discovery or **Discovered** means knowledge acquired by an **Executive Officer** or **Insurance Representative** of an **Insured** which would cause a reasonable person to believe a covered loss has occurred or an occurrence has arisen that may subsequently result in a covered loss. This includes loss:

- (a) sustained prior to the inception date of any coverage under this **Coverage Section**;
- (b) which does not exceed the Deductible Amount as set forth in the Schedule for this **Coverage Section**; or
- (c) the exact amount or details of which are unknown.

Discovery or **Discovered** shall not include knowledge acquired by an **Executive Officer** or **Insurance Representative** of an **Insured**, acting alone or in collusion with an **Employee**, or the knowledge possessed by any **Executive Officer** or **Insurance Representative** who is a participant in the **Theft** or **Forgery**.

Employee means one or more natural persons while in the regular service of any **Insured** in the ordinary course of the **Insured's** business during the term of this **Coverage Section** and whom any **Insured** compensates by salary, wages and/or commissions and has the right to govern and direct in the performance of such service; and shall also mean:

- (a) any non-compensated officer of any **Insured**,
- (b) any former employee for a period not exceeding thirty (30) days following termination of such person's services,

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- (c) any director or trustee of any **Insured** while performing acts coming within the scope of the usual duties of an employee,
- (d) any individual or individuals assigned to perform employee duties for any **Insured**, within the **Insured's Premises**, by any agency furnishing temporary personnel on a contingent or part-time basis. However, this **Coverage Section** does not cover any loss caused by any such individual if such loss is also covered by any insurance or sureties held by the agency furnishing such temporary personnel to the **Insured**; and
- (e) any one or more persons while in the service of any Superannuation or Employee Benefit Plan (included as **Insureds** herein) as fiduciary, trustee, administrator, officer or employee.

Executive Officer means a natural person, by whatever name called and whether or not a director of the **Insured Organisation**, who is concerned or takes part in the **Insured Organisation's** management.

Forgery means the signing of another natural person's name with the intent to deceive, but does not mean a signature that includes one's own name, with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated the same as hand-written signatures.

Insurance Representative means the **Insured's Employees** designated to represent the **Insured** for the purpose of effecting and maintaining insurance.

Insured means, collectively, those organisations designated in Item 1 of the Schedule for the General Terms and Conditions and any **Subsidiary**.

Investigative Costs means reasonable expenses incurred by the **Insured** in establishing the existence and amount of any direct loss covered in excess of the Deductible Amount under this **Coverage Section**, as set forth in Item 1 (B) of the Schedule for this **Coverage Section**. The reasonableness of such expenses shall be determined by the Company and shall not include internal corporate obligations of the **Insured**, such as employee wages or internal costs.

Money means currency, coin, bank notes and bullion.

Original Inception Date means the date as set forth in Item 5 of the Schedule for this **Coverage Section**.

Premises means that portion of the interior building occupied by the **Insured** in conducting its business.

Securities means all negotiable and non-negotiable instruments or contracts representing either **Money** or other property, including revenue and other stamps in current use, tokens and tickets, but not including **Money**.

Subsidiary means any organisation in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is or was owned or controlled, directly or indirectly, in any combination, by one or more **Insureds**.

Theft means the unlawful or dishonest taking of **Money**, **Securities** or other property to the deprivation of the **Insured**.

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III. EXCLUSIONS

(A) No coverage will be available under this **Coverage Section** for:

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|---------------------------------|-----|--|
| Confidential Information | (a) | loss of trade secrets, confidential processing methods or other confidential information of any kind; |
| Theft by Partner | (b) | loss caused or contributed to by Theft or any fraudulent, dishonest or criminal act committed by a partner of the Insured , whether acting alone or in collusion with others; |
| War | (c) | loss due to declared or undeclared war; civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalisation; or any act or condition incident to any of the foregoing; |
| Loss Sustained | (d) | loss unless sustained after the Original Inception Date of this Coverage Section and written notice thereof is given to the Company within one (1) year following termination of this Coverage Section if the termination results from the voluntary liquidation or voluntary dissolution of the first named Insured ; |
| Unrealised Income | (e) | loss of income not realised by the Insured as the result of any loss covered under this Coverage Section ; |
| Consequential Loss | (f) | indirect or consequential loss of any kind; |
| Known Dishonesty | (g) | loss caused by an Employee which is sustained by an Insured :

(i) after an Insured becomes aware of a Theft, Forgery , or other fraudulent or dishonest act committed by such Employee while employed with an Insured ;

(ii) after an elected or appointed officer of the Insured acquires at any time knowledge of fraud or dishonesty, involving Money, Securities or other property valued at twenty-five thousand dollars (\$25,000) or more, committed prior to employment with an Insured ; or

(iii) more than sixty (60) days following the termination of such Employee ; |
| Legal Proceedings | (h) | fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceeding or claim whether or not such proceeding results or would result in a loss recoverable under this Coverage Section ; |
| Exchange or Purchase | (i) | loss due to an Insured knowingly having given or surrendered Money, Securities or property in any exchange or purchase with a Third Party , not in collusion with an Employee ; |

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Insured Advantage	(j)	loss sustained by one Insured to the advantage of any other Insured ;
Safe Deposit or Armoured Motor Vehicle	(k)	loss of or damage to Money, Securities or property while in the custody of any bank, trust company, similar recognised place of safe deposit, armored motor vehicle company or any person who is duly authorised by the Insured Organisation to have custody of the property; provided that this Exclusion shall not apply to the extent that coverage under this Coverage Section is excess of the amount recovered or received by the Insured Organisation under: (i) the Insured Organisation's contract, if any, with, or insurance carried by, any of the foregoing; or (ii) any other insurance or indemnity in force which would cover the loss in whole or in part;
Prior Loss	(l)	loss sustained prior to the Original Inception Date of this Coverage Section ;
Loss Discovered - Insured	(m)	loss unless sustained by any Insured after the Original Inception Date of this Coverage Section for such Insured and prior to the termination of this Coverage Section as to such Insured , and unless loss is Discovered and written notice thereof is given to the Company within sixty (60) days following termination of this Coverage Section as to such Insured ;
Loss Discovered - Coverage Section	(n)	loss unless sustained by any Insured after the Original Inception Date of this Coverage Section for such Insured and prior to the termination of this Coverage Section in its entirety, and unless loss is Discovered and written notice thereof is given to the Company within sixty (60) days following such termination;
Loss Reported	(o)	loss unless reported and proved in accordance with Section XII hereof;
Employee Expenses	(p)	any salaries or expenses incurred by any Employee of the Insured in establishing the existence or the amount of any loss covered under this Coverage Section ;
Agents	(q)	loss caused by any broker, factor, commission merchant, consignee, contractor or other agent or representative of the same general character;
Trading	(r)	loss resulting directly or indirectly from trading whether or not in the name of the Insured and whether or not in a genuine or fictitious account;
Costs of Reproduction	(s)	loss involving the cost of reproducing any information contained in any lost or damaged manuscript records, accounts, microfilms, tapes or other records; or
Excluded Territory	(t)	loss caused by any Employee not engaged in the regular service of the Insured in the Territory set forth in Item 3 of the Schedule for this Coverage Section .

IV. OWNERSHIP

The Company's liability under this **Coverage Section** shall apply only to **Money, Securities**, or other property owned by the **Insured** or for which the **Insured** is legally liable, or held by the **Insured** in any capacity whether or not the **Insured** is liable. However, the Company shall not be liable for damage to **Premises** unless the **Insured** is the owner or is liable for such damage.

V. JOINT INSURED

Only the first named **Insured** shall have any right to claim, adjust, receive or enforce payment of any loss and shall be deemed to be the sole agent of the others for such purposes and for the giving or receiving of any notice or proof required to be given by the terms hereof and for the purpose of effecting or accepting any amendments to or terminations of this **Coverage Section**. Each and every other **Insured** shall be conclusively deemed to have consented and agreed that none of them shall have any direct or beneficial interest herein or any right of action hereunder whatsoever and that this **Coverage Section** or any right of action hereon shall not be assignable; but knowledge possessed or **Discovery** made by any **Insured** or by any partner or officer of any **Insured** shall constitute knowledge possessed or **Discovery** made by all of the **Insureds** for the purposes of this **Coverage Section**. All losses and other payments, if any, payable by the Company, shall be payable to the first named **Insured**, without regard to such **Insured's** obligations to others; and the Company shall not be responsible for the proper application of any payment made. If the Company shall agree to and shall make payment to any **Insured** other than the one first named, such payment shall be treated as though made to the first named **Insured**.

VI. CONSOLIDATION OR MERGER

If, through (1) consolidation or merger with, (2) acquisition of the majority stock ownership of, or (3) acquisition of the assets of some other entity, exposures are created which are covered by this **Coverage Section** by reason of the description of the **Insured**, and that such consolidation, merger, or acquisition results in an increase of the total assets of the **Insured** of more than 15%, then the **Insured** shall give the Company written notice of the consolidation, merger or acquisition within ninety (90) days and shall pay the Company an additional premium computed pro rata from the date of the consolidation, merger or acquisition to the end of the current premium period; otherwise coverage as may be provided to such other entity shall be null and void from the date of the consolidation, merger or acquisition.

VII. LIABILITY FOR PRIOR LOSSES

The Company shall have no liability for losses sustained or **Discovered** prior to the **Original Inception Date** of this **Coverage Section**.

VIII. LIMITS OF LIABILITY

- (a) The **Company's** maximum liability for all loss shall not exceed the Limit(s) of Liability as set forth in Item 1 of the Schedule for this **Coverage Section**, regardless of the number of **Insureds** sustaining the loss.
 - (b) All loss resulting from a single act or any number of acts of the same **Employee** will be treated as a single loss and the applicable Limit of Liability of this **Coverage Section** will apply.
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IX. NON-ACCUMULATION OF LIABILITY

- (a) When there is more than one **Insured**, the maximum liability of the Company for loss sustained by one or all **Insureds** shall not exceed the amount for which the Company would be liable if all losses were sustained by any one **Insured**.
 - (b) Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the amount the Company shall pay for any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.
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X. DEDUCTIBLE NO SUPERSEDED INSURANCE CARRIER INVOLVED

From each loss sustained or **Discovered** by the **Insured**, after deducting all recoveries (except insurance or sureties held by the **Insured** or the Company for their benefit) on account thereof made prior to payment, shall be deducted the amount(s) specified in Item 2 of the Schedule for this **Coverage Section**.

XI. DEDUCTIBLE SUPERSEDED INSURANCE CARRIER INVOLVED

Should any loss be **Discovered** which is partly recoverable under this **Coverage Section** and partly recoverable under a prior bond or policy containing a deductible amount, the Deductible Amount specified in Item 2 of the Schedule for this **Coverage Section** shall be reduced by the Deductible Amount applied to such loss by the superseded insurance carrier.

XII. NOTICE, PROOF OF LOSS AND LEGAL PROCEEDINGS

- (a) Knowledge possessed by any **Insured** shall be deemed knowledge possessed by all **Insureds**.
 - (b) It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Insured** will:
 - (i) give written notice to the Company at the earliest practicable moment, and in no event later than ninety (90) days after such **Discovery**;
 - (ii) furnish an affirmative proof of loss with full particulars to the Company within four (4) months of such **Discovery**.
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- (c) Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of two (2) years from the Discovery of such loss, except that any legal proceedings to recover hereunder on account of any judgment against the Insured, or to recover any such expenses paid in any such suit shall be begun within two (2) years from the date upon which the judgment in such suit shall become final. If any limitation embodied herein is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

At the Company's request, the **Insured** shall submit to examination by the Company, subscribe the same under oath if required, and produce for the Company's examination all pertinent records at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to any loss or claim.

XIII. KNOWLEDGE OF PRIOR THEFT

For the purposes of this **Coverage Section**, knowledge possessed by the **Insured** means knowledge possessed by a partner, director or an elected or appointed officer who is aware of the employment of a person and of that person's prior acts of **Theft**, fraud or dishonesty.

At the sole discretion of the Company, coverage may be extended to any individual upon written proposal by the **Insured** and consent given by the Company.

XIV. TERMINATION AS TO ANY EMPLOYEE

This **Coverage Section** shall terminate as to any **Employee** (a) immediately upon **Discovery** by the **Insured**, any partner of the **Insured** or any elected or appointed officer of the **Insured** (not in collusion with such **Employee**), of any act of **Theft** or other fraudulent or dishonest act by the **Employee**, without prejudice to the loss of any property then being conveyed by the **Employee** outside the **Premises**, or (b) sixty (60) days after the receipt by the **Insured** of a written notice of termination from the Company, whichever occurs first.

XV. VALUATION

In no event shall the Company be liable under this **Coverage Section** for more than:

- (a) the actual market value of lost, damaged or destroyed **Securities** at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the **Securities**, whichever is less, plus the cost to post any required Lost Instrument Bonds. Such costs shall be paid by the Company on behalf of the **Insured**, and the Company's liability shall be in addition to any other liability under the applicable Insuring Clause;
- (b) the cost of blank books, pages, tapes or other blank materials to replace lost or damaged books of account or other records;

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- (c) the actual cash value at the time of other lost, damaged or destroyed property or for more than the actual cost of repairing or replacing the property with property of similar quality and value, whichever is less; or
- (d) the Australian dollar value of a foreign currency based on the cash rate of exchange published in the *Australian Financial Review* on the day any loss involving foreign currency is discovered.