

Further Information Regarding Our Advice

This is an important document and you should read it carefully to ensure you understand it.

Important Information: There are two common problems when purchasing insurance which you should consider.

You should not:-

- Assume that all policies are the same
- Compare policies on the basis of Premium alone. There are often crucial differences in the scope of protection provided by various policies.

Date of Advice: 27/05/2020
Selected Risks: Professional Indemnity

Insurer:

Professional Risk Underwriting

Referrer:

There is no Referrer to whom we have or will pay remuneration.

Relevant Relationships and Associations:

There are no specific relationships or associations which have influenced the provision of this advice.

Our Advice

THIS DOCUMENT IS A STATEMENT OF ADVICE (SOA)

Please Note: This SOA forms part of the insurance proposal or schedule and relevant Product Disclosure Statement (PDS).

This is an Important Document. You should read it carefully and ensure that you understand it. If you do not understand or disagree with anything herein, please contact Justin Young, your Insurance Adviser.

You may want to contact your Insurance Adviser if you change your mind about the Insurance Policy you want to buy. You have a minimum of 14 days (your insurer may allow you longer) to cancel your Policy. You will find the details of the CoolingOff Period in your Policy Documents.

SCOPE OF ADVICE SOUGHT:

We have provided you with recommendations regarding your Medical Malpractice and Liability Insurance. Following your "prerenewal" review where you have completed the renewal proposal form and NSW stamp duty exemption form. Therefore, we have recommended that you remain with the holding insurer based on the quality of the existing policy wording combined with the competitive premium offered. There has been slight increase in the premium as this is the minimum premium for this type of policy now along with the Insurer. However this also takes into consideration the increase in revenue along with the addition of Laura May as an Insured contractor under the policy program whilst under contract of services by the Insured business.

Further to our recent discussions along with your confirmation we can confirm that the limits of liability for the renewal coverage have been increased as follows

Professional Indemnity - \$5,000,000 anyone claim and \$15,000,000 in aggregate. (Inclusive of all Costs and Expenses)

Public Liability - \$20,000,000 anyone claim and \$60,000,000 in the aggregate. (Inclusive of all Costs and Expenses)

We also wish advise that the Security of the underwriting agency as been changed from Lloyds to Swiss Re. This change has not effected your policy coverage or the way any claim would be managed in any way.

Please familiarise yourself with the policy wording so that you are aware of what is and what is not covered under your policy. I can help you with this process should you require further guidance.

Please familiarise yourself with the policy wording so that you are aware of what is and what is not covered under your policy. I can help you with this process should you require further guidance.

We have considered the following information in preparing this advice:

- The Insurance Company
- The Policy Benefits
- The Policy Conditions
- The Premium

Warning

In providing you with personal retail advice, we have relied upon the information you have supplied to our office, some of which is recorded in the attached Policy Schedule.

Where anything we are relying on is incorrect or incomplete, please advise us before taking up our recommendation. Alternatively, you should carefully consider whether the recommendation is appropriate for your specific needs and objectives.

Each Insurance Policy contains a number of standard conditions and exclusions. As agreed, we rely on you to read the Policy

Document carefully and to tell us if you are aware of any personal circumstances, which mean the standard conditions and exclusions are not appropriate for you. We will assist with further clarification of the standard conditions and exclusions if you require.

We have also attached a Policy Schedule which includes the product statement that sets out our details of the proposal for you. We recommend you read these documents, together with this Statement of Advice and review the terms of cover and any exclusion/s.

Cooling Off Period

Check your policy documents for the exact cooling off period. If you do not want the Insurance, you must tell the insurer in writing that you wish to return the Insurance Contract and have the premium returned to you.

If you do so, the Insurance Contract will be terminated from the time you notified the Insurer. The Insurer may retain its reasonable administration and transaction costs and a short term premium. You cannot return the Contract of Insurance if it has already expired or if you have made a claim under it.

Our Advice

IMPORTANT NOTICE

You should have been provided with our Financial Services Guide (FSG) and Product Disclosure Statement (PDS). Please advise us if you have not received both of these important documents or if you have any questions about them.
Relevant relationships and associations

There are no specific relationships, associations or referrals existing which have influenced the provision of this advice. We are happy to assist you to obtain cover and committed to providing you with ongoing support and service. If you have any questions or require additional assistance, please do not hesitate to contact our office on the details below:

Justin Young
Authorised Representative of Insurance Advisernet Australia Pty Ltd – No: 1280929
PO Box 335 Camperdown NSW 1450
Office 3, 524 Parramatta Road, Petersham NSW 2049
Phone: (02) 8999 8044 |

Coverage Summary - Medical Malpractice / Liability Insurance

The following information was provided to your Insurers when negotiating the terms of your insurance program. It is common to all of your insurance policies, unless specifically stated otherwise in any of the Coverage Summaries forming part of this document. It is important that you notify us of any change in the following details to ensure that you are adequately protected.

Insurer

Professional Risk Underwriting
Underwriter: Swiss Re International SE 100.00%

Policy Number

Ref: PRP/UC/216436-MM

Reference Number

P600433493/19

Period Of Insurance

From: 31/05/2020
To: 31/05/2021
From 4PM to 4PM both local time and standard time.

Insured

Kim Lawler, Explore Nutrition Pty Ltd

ABN: 31 152 381 970

Year Established: 2010

Business Activities: Principally Dietician including Counselling & Education

Products Sold and/or Distributed: Nutritional Supplements

Anzsic Rating: 86390 Health Services N.E.C. (massage, X-ray, dietician, homopaths, naturapath, reflexology) (Internal Use Only)

To follow, please find a summary of your insurance policy. Please note that this is a summary only, and you should always refer to the insurer's policy schedule and wording for full terms and conditions.

Insured Situation

Anywhere in Australia (Mona Vale, French Forest, Hornsby and St Leonards), MONA VALE NSW 2103

Insured Definition - Professional Indemnity

Indemnifies the insured for amounts which they become legally liable to pay as a result of any actual or alleged negligent act, error or omission in the conduct of their business or profession; subject to the underwriter policy terms and conditions.

Interested Party:	Not applicable
Limit Any One Claim:	\$5,000,000
Limit Any One Period of Insurance:	\$15,000,000
Deductible/Excess (each and every claim):	\$500
Type of Deductible/Excess:	Costs Inclusive
Retroactive Date:	25/05/2010 excluding known claims and circumstance
Libel and Slander:	Insured
Previous Business:	Not Insured
Outgoing Principals:	Not Insured
Fraud and Dishonesty:	Insured
Loss of Documents:	Insured
Competition and Consumer and Related Legislation:	Insured
Increased Aggregate Limit of Indemnity (Reinstatement):	Insured
Fidelity:	Not Insured
Public and/or Products Liability:	Insured
Limit of Indemnity:	\$20,000,000
Deductible/Excess (each and every claim):	\$500
Third Party Intellectual Property:	Not Insured
USA and Canada:	Not Insured
Additional Extensions:	Not Insured

Special Notes

Insured's new company details as follows: Company Name: Explore Nutrition Pty Ltd ACN: 152 381 970 ABN: 31 152 381 970 Registered Office Address: Suite 126, 117 Old Pittwater Road, Brookvale NSW 2100

Business activities include: Provision of Nutrition advice 95% Sale of nutritional supplements 5%

Additional Policy Information

MEDICAL MALPRACTICE COMBINED LIABILITY INSURANCE

Insured's Address

Suite 6,

32 Florence Street

HORNSBY NSW 2077

47 Parkland Road

Mona Vale NSW 2103

Suite 304,

10 Tilley Lane

Frenchs Forest NSW 2086

Northern Beaches Endocrinology

Suite 8, Level 3 - North Shore Womens Imagery

North Shore Private Hospital Westbourne St, St Leonards

Business

Dietician including counselling & education services

Insurer noted and agreed to include dietician services within a private hospital.

Warranted Insured is suitably qualified to the generally accepted standards of the modalities provided

Sales of nutritional Products

Limit of Indemnity

Medical Malpractice

\$5,000,000 any one Claim, Inquiry or Loss of Documents inclusive of Costs and Expenses

Public Liability

\$20,000,000 any one Claim inclusive of Costs and Expenses

Aggregate Limit of Indemnity for Medical Malpractice

\$15,000,000 in the aggregate inclusive of Costs and Expenses

Aggregate Limit of Indemnity for Public Liability

\$60,000,000 in the aggregate inclusive of Costs and Expenses

Maximum Aggregate Limit of Indemnity for the Policy

\$60,000,000 in the aggregate inclusive of Costs and Expenses

Excess

\$500 each and every Claim, Inquiry and Loss of Documents inclusive of Costs and Expenses

Excess

\$500 for Public Relations Expenses

Sub-Limits of Liability

Inquiries - Policy Limit

Compensation for Court Attendance - Up to \$250 per person per day up to \$10,000 per claim

Public Relations Expenses - \$50,000

Statutory Liability - \$50,000

IMPORTANT NOTICE: This Policy is written on a claims made and notified basis

Automatic Extensions

Loss of Documents Included

Inquiries Included

Run-off Cover Included

Extended Run-off Cover Included

Students Included

Mergers and Acquisitions Included

Vicarious Liability (Employed or Contracted) Doctors Included

Liability for Contractors and Locums Included

Compensation for Court Attendance Included

Public Relations Expenses Included

Sixty Day Reporting Period Included

Continuous Cover Included

Spousal Liability Included

Statutory Liability Included

Reinstatement of Limit of Liability Included

Optional Extensions

Joint Ventures Included

Principals' Prior Business Included

Territorial Limits

Worldwide excluding USA and Canada

Jurisdiction

Worldwide excluding USA and Canada

Governing Law

Australia

Policy

ProRisk Medical Malpractice Combined Liability Insurance Policy V02.20

Security

Swiss Re International SE Australia Branch (AFSL 355088 - ABN 38 138 873 211)

Retroactive Date

25 May 2010 excluding known Claims or circumstances

MM034A

CYBER LIABILITY ENDORSEMENT

The following definitions are applicable to this Endorsement only:

1. Computer System means Your own computer network, including any third party software programs and portable media/computer devices.
2. Hacker means anyone who specifically targets You and gains access to the Your Website via the internet or other external electronic link, solely by electronically circumventing the security systems in place to protect against such access.
3. Programme means a set of instructions written in a computer language that tells a computer how to process data or interact with ancillary equipment.
4. Virus means Programmes that are secretly introduced without Your permission or knowledge including but not limited to malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
5. Website means any website(s) where You have full control over the content and which You operate for the promotion of the Your own Business.

It is hereby understood and agreed that We will indemnify You for amounts You become liable to pay as compensation if during the Period of Insurance and as a result of Your Business, any party brings a Claim against You arising from:

1. the content of the Your email, intranet, or Website including alterations or additions made by a Hacker due to:
 - a. Your unintentional infringement of any intellectual property rights, including any copyright, trademark, passing off;
 - b. any defamatory statement on Your Website or in the Your email, concerning Your client or business competitor;
 - c. Your unintentional breach of confidence or infringement of any right to privacy;
2. Your negligent transmission of a computer Virus, worm, logic bomb or trojan horse to anyone with whom You transact business with, or who uses Your Website in the course of their business;
3. Your unauthorised collection or misuse of any data concerning any customer or potential customer of Yours which is either confidential or subject to statutory restrictions on its use and which You obtained through the internet or Website and hold electronically.

First Party Hacker Damage

We will pay the reasonable and necessary costs and expenses that You incur with Our prior written consent if, during the Period of Insurance, a Hacker damages, destroys or alters the Your Website or Computer System. Such costs and expenses are to be payable to repair or replace the affected part of the Website or Computer System to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before such Website or Computer System was damaged, destroyed or altered.

Continuous Cover

Automatic Extension 4.21 Continuous Cover shall not be available under this Endorsement.

Exclusions

We will not cover You for any Claim arising directly or indirectly out of or in connection with:

1. any Virus, worm, logic bomb or trojan horse written or created by any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
2. any self replicating or malicious code that was not specifically targeted to any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date system;
3. the infringement of any patent;
4. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services;
5. the failure or interruption of the service provider by an internet service provider or any telecommunications or other utility provider;

6. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a Hacker;
7. Your liability under any contract which is greater than the liability that You would have at law without the contract;
8. Your supply, manufacture, sale, installation or maintenance of any product;
9. any statement that You knew or ought reasonably to have known was defamatory at the time of publication;
10. any failure by any equipment including any hardware or software to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date;
11. any trading loss or trading liability including those arising from the loss of any client, account or business;
12. any liability arising from any user generated content;
13. any claim, including arbitration, brought outside Australia or New Zealand. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts;
14. fines and contractual penalties, punitive or exemplary damages;
15. any act, breach, omission or infringement that You deliberately, dishonestly or recklessly committed, condoned or ignored;
16. any prior pending litigation, known Claims or Known Circumstances.

We will not make any payment under this Endorsement if You have failed to:

1. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to Your Computer System, electronic link or Website; and/or
2. make backup copies of any data, file or program at reasonably frequent intervals of no less than weekly basis; and/or
3. cancel any user name, password or other security protection after You knew or had reasonable grounds to suspect that it had been made available to any unauthorised person or parties.

Limit of Liability

The cover provided under this Endorsement is limited to \$25,000 any one Claim and in the aggregate inclusive of defence costs which shall be part of and not in addition to the Limit of Liability stated in the Schedule.

CONTRACTORS ENDORSEMENT We will cover within the definition of You the following contractor but only in respect to work performed under contract to You and subject to the terms and conditions of this Policy.

Laura May

INFECTIOUS DISEASES ENDORSEMENT

It is noted and agreed that the Policy is amended to contain the following Exclusion Clause:

We will not be liable for any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any actual or alleged:

(a) any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or (b) Coronavirus (COVID-19) including any mutation or variation thereof; or (c) any pandemic or epidemic, as declared as such by the World Health Organisation or any governmental authority.

In all other respects the Policy remains unaltered.

Risk Details

Please find below full details of all the information we have gathered about you and shared with insurers in order to organise this insurance on your behalf. Please check that this information is correct and up to date and advise us immediately if anything is incorrect or has been omitted.

Reference Number

P600433493/19

To follow, please find a summary of your insurance policy. Please note that this is a summary only, and you should always refer to the insurer's policy schedule and wording for full terms and conditions.

Medical Malpractice / Liability Insurance

Insured Situation

Anywhere in Australia (Mona Vale, French Forest, Hornsby and St Leonards), MONA VALE NSW 2103

Professional Indemnity

Actual Fee Income for the past 12 months:	\$45,000
Estimated Fee Income for the next 12 months:	\$45,000
Number of claims last year:	0
Number of claims in last 3 years:	0

Other Insurable Risks And Services

The preceding Coverage Summary has listed out the covers in place for you. It is important to note there are a number of other types of insurance you can purchase, which may not currently be included.

The list below shows the types of insurance able to be purchased through Insurance Advisernet. This list doesn't include every type of insurance available, rather, it is intended to give you a summary of covers available in helping you decide what type of protection you require. Please contact us if you require any additional information (please note this list does include the covers you have already purchased):

Asset Protection	Excess of Loss	Marine Professional Indemnity
Association Liability	Fleet Motor	Medical Indemnity/Malpractice
Aviation	General Property	Money
Bond/Surety/Guarantee	Glass	Mortgage Protection
Builders Warranty	Goods In Transit	Personal Accident & Illness
Burglary/Theft	Group Personal Accident	Plant & Machinery
Business Interruption	Home & Contents	Pleasure Craft
Cancellation & Abandonment	Home Business	Private Motor
Caravan & Trailer	Household Removals	Prize Indemnity
Carriers Cargo	Industrial Special Risks	Product Recall/Guarantee
Commercial Motor	Information Technology Liability	Professional Indemnity
Contract Works/Construction	Investment Managers Liability	Property
Corporate Travel	Journey Injury	Shipbuilders Warranty
Crime	Landlords	Statutory Liability
Crop	Legal Expenses	Strata Plan
Cyber	Liability	Tax Audit
Deductible Buy Down	Livestock/Bloodstock	Trade Credit
Directors & Officers Liability	Machinery Breakdown	Travel
Electronic Equipment Breakdown	Management Liability	Umbrella Liability
Employee Dishonesty/Fidelity Guarantee	Marine Cargo	Voluntary Workers
Engineering	Marine Hull	Workers Compensation (ACT/NT/TAS/WA)
	Marine P&I	

Not all these covers may apply to your particular circumstances. However, we suggest this list be reviewed regularly to ensure your current insurance is still satisfactory in meeting your needs. Additionally, should a particular exposure exist, which is neither included in your current insurance program, nor listed above, we would be pleased to investigate availability of the product on your behalf.

Duty Of Disclosure

The *Insurance Contracts Act 1984* requires that you, and everyone who is an insured under your policy, comply with the duty of disclosure. The duty requires you to tell the insurer certain matters which will help them decide whether to insure you and, if so, on what terms.

You have this duty until the insurer agrees to insure you and before the insurer agrees to renew your policy. You also have the same duty before you extend, vary or reinstate an insurance policy.

The type of duty that applies can vary according to the type of policy.

Make sure you explain the duty to any other insureds you may apply on behalf of. We do not do this unless specifically agreed in writing. If you are providing information for other insureds, you confirm you have their authority to do so and that the information provided is what they have told you in response to the duty of disclosure obligations.

We will assist you in determining what needs to be disclosed to the insurer in order to meet your duty. If in doubt it is better to tell us.

When you first apply for your policy, the insurer may ask you specific questions relevant to their decision whether to insure you.

Before an insurer agrees to renew your policy, you may again be asked specific questions by the insurer relevant to their decision whether to renew your policy. Or they may give you a copy of anything you have previously told them and ask you to tell them if anything has changed. If you do not respond then this will be taken to mean there has been no changes.

When you answer any questions asked by the insurer, you must give honest and complete answers and tell the insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances would include in answering the questions.

If you (or anyone who is an insured, or a proposed insured, under the policy) make a misrepresentation, or if you do not tell the insurer something that you are required to tell them, they may cancel your policy or reduce the amount they will pay you in the event of a claim, or both. If the misrepresentation or failure is fraudulent, the insurer may refuse to pay a claim and treat the policy as if it never existed.

Duty of Disclosure

- | | |
|---|-----|
| • In the past 10 years have you or any Insured person/business/corporation/director had any insurer decline any proposal from inception or decline any claim, cancelled or refused to renew a policy or imposed special conditions? | No |
| • In the past 10 years have you or any Insured person/business/corporation/director ever been declared bankrupt or involved in any form of insolvency administration and not been discharged for at least one year? | No |
| • In the past 10 years have you or any Insured person/business/corporation/director been convicted or have charges pending, for any criminal offence, including arson, or involving dishonesty of any kind? | No |
| • Have you ever had a non motor vehicle loss, whether insured or not, in excess of \$20,000? If Yes, provide details. | No |
| • Do you authorise us to give to, or obtain from, other insurers or any reference service, any information relating to insurance held by you or any claim in relation thereto? | Yes |
| • Are you aware of any matter, not covered above, that may be relevant to the insurers decision whether to insure you, & if so, on what terms? If yes, please provide details. | No |
| • I/We consent to IA's Privacy Policy | Yes |

Advice Details - General Advice

General Advice has been provided, whilst we may have collected risk information, your personal objectives, needs or financial situations were not taken into account when preparing this information. We recommend that you consider the suitability of this general advice, in respect of your objectives, financial situation and needs. Please consider the relevant PDS before making any decision to purchase this financial product.

Client Acknowledgement - I/we acknowledge that:-

- All answers and statements made in the coverage summary forming part of this Insurance Proposal are true and

accurate in every respect.

- No information has been withheld which is likely to affect an insurer's decision about rating or accepting my/our insurances.
- The Insurer reserves the right to decline my application
- This acknowledgement will be relied upon by the insurer and/or Insurance Advisernet Australia Pty Ltd.

Privacy Notice

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information. You can also refer to our Privacy Policy available on our website www.insuranceadviser.net or by contacting us for more information about our privacy practices including how we collect, use or disclose information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.