

Made Easy Financial Group Pty Ltd

ABN 80 006 619 487 63 095 849 497

AFSL 285920

Trading as Insurance Made Easy

Suite 1
62-64 Main Street
Upwey VIC 3160

PO Box 1350
Upwey VIC 3158

Tel: (03) 9757 8181
Fax: (03) 9757 8191

Email: admin@imeinsurance.com.au

CERTIFICATE OF CURRENCY

From: I Ryan

We hereby confirm that we have arranged the insurance cover mentioned below:

Jessica Browne
Biz Elevation
P O Box 6101
KINCUMBER NSW 2251

Date: 12/04/2023

Our Reference: BROWJ003

RENEWAL

Page 1 of 13

Class of Policy: Professional Indemnity Insurance
Insurer: Chubb Insurance Australia Limited
Level 12, 720 Bourke Street Melbourne 3000
ABN: 23 001 642 020
The Insured: Jessica Browne
Biz Elevation

Policy No: 93302189-C
Invoice No: 62660
Period of Cover:
From 9/04/2023
to 9/04/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured
 paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Professional Indemnity Insurance	Policy No: 93302189-C
The Insured: Jessica Browne Biz Elevation	Invoice No: 62660
	Our Ref: BROWJ003

ICB BOOKKEEPER PROFESSIONAL INDEMNITY INSURANCE SCHEDULE

Policy Number: 93302189-C

Insured: Jessica Browne
T/As Biz Elevation

Business: Bookkeeping including payments authorised by client, payroll, data file management, installation and training of commercially available accounting/bookkeeping software, BAS Agent activities, provision of documents to ASIC, bookkeeping for super-annuation & self-managed super funds, completion of regulatory documents authorised by client including workers compensation declarations, administration activities for bookkeeping clients, virtual assistant services, referral liability and Tax Agent services (as per extension 2.23 Tax Agent services shall not exceed 25% of overall activities or fee income)

Period of Insurance: From: 9 April 2023 at 4.00 pm
To: 9 April 2024 at 4.00 pm

Limit of Liability: (a) \$500,000 each Claim
(b) Unlimited in the aggregate

Sub Limits Each Loss & Maximum Sum Insured Each Policy Period

Statutory Liability	\$ 100,000
Fidelity Guarantee	\$ 250,000
Fee & Mitigation of Costs claims	\$ 50,000
Privacy Remediation	\$ 100,000
Fraud & Dishonesty	\$ 100,000
Social Engineering Fraud	\$ 100,000
Court Attendance Costs	\$ 5,000
External Dispute Resolution	\$1,000,000
Public Relations Expense	\$ 50,000

9/4/2023: CYBER PRIVACY ENDORSEMENT

Cover is extended to include the following with effect from 9/4/2023

Limit of Liability: Cyber Privacy Endorsement

(a) Each **Loss** \$ 200,000
(b) Aggregate Limit of Liability \$ 200,000

Each Policy Period

Excess: \$Nil Excess if income less than \$200,000 or;
\$ 250 Excess if income exceeds \$200,000,
\$5,000 Excess applies to all Fidelity claims
\$1,000 Excess applies to all Fee & Mitigation of Costs claims
\$1,000 Privacy Remediation
\$1,000 Excess applies to all Cyber Privacy Endorsement claims

Retroactive Date: Unlimited

Continuity Date: 9 April 2021 (Policy Inception date)

Premium: As Agreed

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

Endorsements Effective At the Inception of the Policy:

- Statutory Liability
- Fidelity
- Fee & Mitigation of Costs
- Unlimited Reinstatements
- Run-Off Cover
- Privacy Remediation

Policy Wording: Insurance Made Easy Bookkeepers Scheme Professional Indemnity Insurance Policy (Ed. 02/12) 09-2019 Australia

ENDORSEMENTS

Statutory Liability Endorsement

It is agreed that:

1. The section headed Extensions is amended by adding the following:

Statutory Liability

Coverage shall extend to **Loss** on account of any **Statutory Claim** made against the Insured for a **Wrongful Act** occurring after the **Retroactive Date** set forth in the **Schedule** provided that:

- i) The **Limit of Liability** available under this Extension shall be sub limited to \$100,000 in the aggregate. This amount shall form part of the **Limit of Liability**; and
- ii) An **Excess** of \$1,000 each and every claim applies to this extension.

The section headed **Definitions**, is amended by adding the following;

Statutory Claim shall mean any pecuniary or civil administrative fines or penalties which an Insured is ordered to pay pursuant to any Act of the Parliament of the Commonwealth of Australia and/or New Zealand and any Act of the Parliaments of the States or Territories of the Commonwealth of Australia.

2. The section headed **Exclusions**, is amended by adding the following;

Chubb shall not be liable for **Loss** in respect of any **Statutory Claim**:

Restrictive Trade Practices based upon, arising from or in consequence of actual or alleged violation of any law, regulation or by-law anywhere in the world which regulates or restricts anti-trust or monopolistic behaviour or practices, price fixing, price discrimination, predatory pricing or restraint of trade, or which protects competition;

Damages based upon, arising from, or in consequence of:

- (a) any amount payable as compensation;
- (b) any compliance, remedial, reparation or restitution costs;
- (c) any damages, including any exemplary, or punitive damages or the multiple portion of any multiplied damage award; or
- (d) any consequential economic loss;

Tax based upon, arising from or in consequence of any actual or alleged act or omission in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost;

Corporations Act based upon, arising from or in consequence of any actual or alleged violation of the responsibilities, obligations or duties imposed by Sections 182, 183, 601FD, 601JD of the Corporations Act 2001 (Cth) or any similar law anywhere in the world, and any amendments thereto

USA brought and maintained, in whole or in part, in or subject to the substantive and procedural laws of the United States of America and any territory under its jurisdiction;

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

ERISA	based upon, arising from or in consequence of any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, 1974 (USA) and any amendments thereto.
Employment	based upon, arising from or in consequence of the employment relationship or the nature, terms or conditions of employment.
Traffic	based upon, arising from or in consequence of any actual or alleged violation of the responsibilities, obligations or duties, imposed by any law, regulation, by-law relating to vehicular, air or marine traffic any amendments thereto.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage. In all other respects this **Policy** remains unaltered.

Fidelity Endorsement

It is agreed that:

- the section headed **Extensions** is amended by adding the following:

Fidelity

Chubb shall indemnify an **Insured** for loss which would otherwise be excluded by reason of the section headed **Exclusions**, Dishonesty, with respect to any theft of Money belonging to the Insured Organisation or for which the Insured Organisation is responsible, provided that:

- such loss was first discovered during the **Policy Period** and notified **Chubb** within 28 days of discovery of the loss;
- such loss is substantiated with documentation **Chubb** might request to assist with recovery from **Employee** or his estate;
- there is no cover to any person or entity committing or condoning the theft or any dishonest or fraudulent act;
- the **Limit of Liability** available under this extension shall be sub limited to \$250,000 in the aggregate. This amount shall form part of the **Limit of Liability**.

- the section headed **Definitions**, is amended by adding the following;

Money shall mean any;

- medium of exchange adopted or authorised by a government as part of its currency;
- contract, instrument or security that represents a medium of exchange adopted or authorised by a government as part of its currency
- data or other information that represents any money or other property adopted or authorised by a government as part of its currency

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage. In all other respects this **Policy** remains unaltered.

Fee and Mitigation of Costs Endorsement

It is agreed that the section headed, **Extensions** is amended by adding the following:

Notwithstanding the definition of **Loss**, **Chubb** shall indemnify an **Insured** for:

- an **Insured's** fee or the outstanding balance of any fee where, during the **Policy Period**, a customer:
 - has made a written demand expressing dissatisfaction with the **Professional Services** rendered by the **Insured**;
 - can demonstrate reasonable grounds for such dissatisfaction;
 - as a result of that dissatisfaction is refusing to pay fees that are owing to the **Insured**; and
 - is threatening to make a **Claim** for an amount greater than such fees but agrees not to do so on condition that the Insured will not pursue payment of the fees that are owing;

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

2) reasonable costs and expenses incurred by an Insured, with **Chubb's** prior written consent (such consent not to be unreasonably withheld or delayed), in taking action to mitigate or correct pecuniary loss to a customer of such **Insured** arising out of any **Wrongful Act**. **Chubb** shall only be liable under this **Extension** in the event that, if not mitigated or corrected, such **Wrongful Act** would result in direct pecuniary loss to a customer of the **Insured** and result in a **Claim** by such customer.

Coverage under this **Extension** shall not extend to any fact or circumstance based upon, arising from or in consequence of any **Wrongful Act** or the same or related **Wrongful Acts** where all or any part of such acts occurred prior to the inception date of this policy, or any fact or circumstance which any **Insured** had knowledge as of the inception date of this policy.

This **Extension** is subject to the sub-limit of liability below and will carry an **Excess** of \$1,000 per each **Loss**:

Each Loss	\$50,000
Each Policy Period	\$50,000

For the avoidance to doubt the limits listed above are sub-limits which are part of and not in addition to the **Limit of Liability**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage. In all other respects this **Policy** remains unaltered.

Unlimited Reinstatements Endorsement

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that the section headed Extensions, is amended by deleting Automatic Extension 2.1 (Automatic Reinstatement), in its entirety and replacing it with the following:

2.1 Automatic Reinstatement

The **Chubb** agrees that in the event that the aggregate **Limit of Liability** shown in the **Schedule** is exhausted by the payment of **Loss** and/or **Legal Representation Expenses**, the **Chubb** agrees that such **Limit of Liability** will be reinstated subject to the following:

- (a) such reinstatement will be limited in total to an amount equal to the **Limit of Liability** shown in the **Schedule**; and
- (b) such reinstatement will only apply after the total **Limit of Liability** available in the applicable policies in excess of this insurance are exhausted by covered payments under those policies; and
- (c) notwithstanding such reinstatement, this **Policy** will be subject to the 'each **Claim** and in the aggregate' **Limit of Liability** shown in the **Schedule**; and
- (d) the reinstated **Limit of Liability** will not apply to any **Claim** or **Investigation** which is related or attributable to the one source or originating or underlying cause or any matter which has contributed to the exhaustion of the **Limit of Liability**.
- (e) Provided always that this extension shall not apply to any sub-limit provided under this **Policy**.

In all other respects this **Policy** remains unaltered.

Run-off cover Endorsement

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that the section headed Automatic Extensions, is amended by deleting Automatic Extension 2.8 (Run-off Cover for Insured Entity), in its entirety and replacing it with the following:

In the event that a **Firm** is merged into or acquired by another entity or otherwise ceases to exist or operate or is subject to an **Insolvency Event** during the **Period of Insurance**, the coverage provided under the **Policy** for such **Firm** shall continue until the end of the **Period of Insurance**, provided that such coverage shall only apply in respect of a **Claim** that arises from the conduct of its **Professional Services** prior to the date the **Firm** ceased to exist or operate, was merged into or acquired by another entity or became the subject of an **Insolvency Event**.

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

The coverage provided by this Extension 2.8 is extended to include **Claims** first made against the **Insured** within a period of 84 months from the end of the **Period of Insurance**, provided that such coverage shall only apply in respect of a **Claim** that arises from the conduct of the **Professional Services** prior to the date the **Firm** ceased to exist, operate or was merged into or acquired by another entity or became the subject of an **Insolvency Event**.

In all other respects this **Policy** remains unaltered.

Privacy Remediation Endorsement

It is agreed that:

1) The section headed **Extensions**, is amended by adding the following:

Privacy Remediation Expenses

Chubb shall pay, on behalf of an **Insured**, **Privacy Remediation Expenses** notified during the **Policy Period**.

2) The section headed **Definitions** is amended by adding the following definition:

Privacy Remediation Expenses means reasonable and necessary expenses for:

- (i) advertising or other media services;
- (ii) broadcast, electronic, printed, telecast or telephonic announcements, communications or notices; or
- (iii) public relations services;

that are incurred solely to comply with a law, ordinance or regulation concerning the notification of others consequent upon the potential or actual unauthorised access to or unauthorised use by another person of an individual's personal information which is not publicly available.

3) **Chubb's** maximum liability for each single expense discovered during the **Policy Period** shall be the applicable **Limit of Liability** set forth below. Such **Limit of Liability** shall be part of and not in addition to the amount stated as the aggregate limit of liability in the **Schedule**.

This **Extension** is subject to the sub-limit of liability and excess listed below:

- (i) The **Limit of Liability** available under this Extension shall be sub limited to \$100,000 any one claim and in the aggregate. This amount shall form part of the **Limit of Liability**; and
- (ii) An **Excess** of \$1,000 each and every claim applies to this extension.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

In all other respects this **Policy** remains unaltered.

ICB MEMBERS CYBER PRIVACY ENDORSEMENT

1. Section 1. Insuring Clauses is amended by adding the following:

Privacy Liability

The Company will pay **Damages** and **Privacy Claims Expenses** by reason of a **Privacy Claim** first made against the **Insured** during the **Policy Period** and reported to the Company pursuant to Section 12.B. Notice, for any **Privacy Wrongful Act**.

For the purposes of coverage under this Insuring Clause, the following definitions apply:

Privacy Claim means:

- (a) a written demand against the **Insured** for monetary or non-monetary damages;
- (b) a civil proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint, statement of claim, or similar pleading;

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

- (c) an arbitration proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief; or
- (d) written notice by the **Insured** to the Company of a **Privacy Wrongful Act** actually or allegedly committed by the **Insured** which could give rise to a **Privacy Claim** under paragraphs (a) - (c) above.

Privacy Claims Expenses means:

- (a) reasonable and necessary legal counsels' fees, expert witness fees and other fees and costs incurred by the Company, or by the **Insured** with the Company's prior written consent, in the investigation and defence of a covered **Privacy Claim**;
- (b) reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the Company shall have no obligation to apply for or furnish such bond; and
- (c) **Incident Response Expenses.**

Privacy Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or **Personal Injury** offence actually or allegedly committed or attempted by the **Insured**, resulting in the failure by the **Insured** or by an independent contractor for which the **Insured** is legally responsible to handle, manage, store, destroy or otherwise control:

- (a) **Personal Data**; or
- (b) third party corporate information in any format provided to the **Insured** and specifically identified as confidential and protected under a nondisclosure agreement or similar contract with the **Insured**; or
- (c) an unintentional violation of the **Insured's** privacy policy that results in the violation of any **Privacy Regulation**, including but not limited to the unintentional wrongful collection of **Personal Data** by the **Insured**.

Network Security Liability

The Company will pay **Damages** and **Network Security Claims Expenses**, by reason of a **Network Security Claim** first made against the **Insured** during the **Policy Period** and reported to the Company pursuant to Section 12.B. Notice, for any **Network Security Wrongful Act**.

For the purposes of coverage under this Insuring Clause, the following definitions apply:

Network Security Claim means:

- (a) a written demand against the **Insured** for monetary or non-monetary damages;
- (b) a civil proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint, statement of claim, or similar pleading;
- (c) an arbitration proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief; or
- (d) written notice by the **Insured** to the Company of a **Network Security Wrongful Act** actually or allegedly committed by the **Insured** which could give rise to a **Network Security Claim** under sections (a).- (c). above.

Network Security Claims Expenses means:

- (a) reasonable and necessary legal counsels' fees, expert witness fees and other fees and costs incurred by the Company, or the **Insured** with the Company's prior written consent, in the investigation and defence of a covered **Network Security Claim**;

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

(b) reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the Company shall have no obligation to apply for or furnish such bond; and

(c) **Incident Response Expenses.**

Network Security Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or **Personal Injury** offence actually or allegedly committed or attempted by the **Insured**, in capacity as such, resulting in a failure of **Network Security**, including the failure to deter, inhibit, defend against or detect any **Computer Malicious Act**, including:

- (a) **Malware;**
- (b) **Hacking;**
- (c) **Denial of Service Attacks;** or
- (d) **Unauthorised Use or Access.**

Cyber Extortion

The Company will pay **Cyber Extortion Damages** and **Cyber Extortion Expenses**, by reason of a **Cyber Extortion Event** taking place and reported to the Company pursuant to Section 12.B. Notice.

For the purposes of coverage under this Insuring Clause, the following definitions apply:

Cyber Extortion Expenses means such reasonable and necessary expenses (not to be unreasonably withheld or delayed), which directly result from a **Cyber Extortion Event**, including sums incurred to hire information technology consultants, public relations consultants, legal and regulatory consultants and crisis negotiators.

Cyber Extortion Damages means monies paid by the **Insured** with the Company's prior written consent (not to be unreasonably withheld or delayed), to terminate or end a **Cyber Extortion Event**. Such monies will not exceed the amount the Company reasonably believes the loss would have been in the absence of these terms of coverage.

Cyber Extortion Event means any credible threat or connected series of threats made by a third party against the **Insured** expressing intent to:

- (a) release, divulge, disseminate, destroy or use confidential or proprietary information, or personally identifiable information, stored on the **Insured's Computer System**;
- (b) alter, corrupt, damage, manipulate, misappropriate, delete or destroy **Data**, instructions or any electronic information transmitted or stored on the **Insured's Computer System**;
- (c) introduce any **Malware** which is designed to modify, alter, damage, destroy, delete, contaminate or degrade the integrity, quality or performance of **Data**, applications, network or operating system and related software;
- (d) initiate an attack on the **Insured's Computer System** that depletes the system's resources or impedes system access available through the internet to authorised users of the system;
- (e) introduce any **Malware** or other material for the purpose of denying authorised users access to the **Insured's Computer System**; or
- (f) restrict or inhibit access to the **Insured's Computer System**, for the purpose of demanding monies from the **Insured**.

Data Asset Loss

The Company will pay for **Recovery Costs** by reason of a **Data Asset Incident** taking place and reported to the Company pursuant to Section 12.B. Notice.

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

For the purposes of coverage under this Insuring Clause, the following definition applies:

Data Asset Incident means entry to, corruption of or destruction of the **Insured's Data** caused by:

- (a) **Computer Malicious Acts**;
- (b) **Malware**;
- (c) **Hacking**;
- (d) **Unauthorised Use or Access**; or
- (e) **Denial of Service Attack**.

2. Section 3. Definitions, is amended by adding the following, which apply only when assessing the coverage offered by this endorsement:

Act of Cyber-Terrorism means any act, including force or violence, or the threat thereof expressly directed against the **Insured's Computer System** by an individual or group(s) of individuals, whether acting alone, on behalf of, or in connection with any organisation(s) or government(s), to cause unauthorised access to, unauthorised use of, or a targeted **Denial of Service Attack** or transmission of unauthorised, corrupting or harmful software code to the **Insured's Computer System** for the purpose of furthering social, ideological, religious, economic or political objectives, intimidating or coercing a government or the civilian population thereof, or disrupting any segment of the economy.

Bodily Injury means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person; unless arising from a **Privacy Wrongful Act**.

Claim means **Privacy Claim, Network Security Claim, Cyber Extortion Event** and/or **Data Asset Incident**.

Computer Malicious Act means any dishonest act committed against the **Insured's Computer System**, consisting of introducing, altering or destroying the **Insured's Data**, without involving any physical damage to the **Insured's Computer System**, telecommunications equipment or infrastructure.

Computer System means computer hardware, software, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities.

Damages means compensatory damages, any award of prejudgment or post-judgment interest and settlements which the **Insured** becomes legally obligated to pay on account of any **Privacy Claim** or **Network Security Claim**, first made against the **Insured** during the **Policy Period** or, if elected, the **Discovery Period**, for a **Wrongful Act** to which this policy applies. **Damages** do not include:

- (a) any amount for which the **Insured** is not legally obligated to pay;
- (b) matters un-insurable under the laws pursuant to which this policy is construed;
- (c) the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
- (d) the **Insured's** loss of fees or profits, return of fees, commissions or royalties, or re-performance of services by the **Insured** or under the **Insured's** supervision;
- (e) disgorgement of any profit, remuneration or financial advantage to which the **Insured** is not legally entitled;
- (f) any amounts other than those which compensate solely for a loss caused by a **Wrongful Act**, unless specifically provided for in this policy; and
- (g) punitive damages, exemplary damages, fines and penalties.

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

Data means any information, facts or programs, in each case in digital format, (excluding software), irrespective of the way it is stored, created, used or transmitted on any hardware or software that allows a computer and any of its accessories to function, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any media that are used with electronically controlled equipment or other electronic backup facilities. **Data** does not include tangible property.

Denial of Service Attack means temporary total or partial malicious deprivation of service to the **Insured's Computer System** without the **Insured's** information technology equipment, telecommunications equipment or infrastructure, including the associated software resources, sustaining any alteration or destruction.

Expenses mean **Privacy Claims Expenses, Network Security Claims Expenses, Cyber Extortion Expenses, Data Asset Recovery Costs, and Incident Response Expenses.**

Hacking means the malicious access to the **Insured's Computer System**, for the purpose of creation, deletion, confiscation, collection, disruption, divulgence, interruption, or corruption of the **Insured's Data** or services:

Incident Response Expenses means those reasonable and necessary expenses incurred by the **Insured** or which the **Insured** becomes legally obligated to pay:

- (a) to retain the services of a third party computer forensics firm, or an independent contractor for whom the **Insured** is legally responsible, to determine the cause and scope of the **Insured's Network Security** failure to properly handle, manage, store, destroy or otherwise control personally identifiable information or third party non-public information under the **Insured's** care custody and control;
- (b) to comply with **Privacy Regulations**, including but not limited to the consumer notification provisions of **Privacy Regulations** of the applicable jurisdiction that most favours coverage for such expenses;
- (c) to retain a legal or regulatory advisor to communicate with a government agency for the purpose of reporting an actual or suspected wrongful disclosure of **Personal Data**, or to determine the applicability and actions necessary to comply with **Privacy Regulations**; and, the costs to respond to any requests for information or demands by any government agency alleging the violation of **Privacy Regulations**, including the costs to provide any necessary privacy impact assessments, or costs to attend hearings;
- (d) with the Company's prior written consent:
 - (i) to voluntarily notify individuals whose **Personal Data** has been wrongfully disclosed;
 - (ii) to retain a notification service, including the services of a call centre support service, to voluntarily notify individuals whose **Personal Data** has been wrongfully disclosed or otherwise compromised;
 - (iii) to retain the services of a public relations firm, crisis management firm or law firm for advertising or related communications solely for the purpose of protecting or restoring the **Insured's** reputation as a result of a **Wrongful Act**;
 - (iv) to retain the services of a law firm solely to determine the **Insured's** indemnification rights under a written agreement with an independent contractor with respect to a **Privacy Wrongful Act** or **Network Security Wrongful Act** expressly covered under this policy and actually or allegedly committed by such contractor.

Incident Response Expenses do not include:

- (i) costs or expenses incurred to update or otherwise improve privacy or **Network Security** controls, policies or procedures to a level beyond that which existed prior to the **Privacy Claim, Network Security Claim** or to be compliant with **Privacy Regulations**;
- (ii) taxes, fines, penalties, injunctions, or sanctions;
- (iii) the **Insured's** wages, salaries, internal operating costs or expenses, or fees; or
- (iv) for credit monitoring, identity theft monitoring, social media monitoring, credit freezing, fraud alert service or fraud prevention software expenses for those individuals who accept an offer made by or on behalf of the **Insured** for credit monitoring, credit freezing or fraud alert services.

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

Insured's Computer System means a **Computer System**:

- (a) leased, owned, or operated by the **Insured**; or
- (b) operated for the **Insured's** benefit by a third party service provider under written contract with the **Insured**.

Malware means programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any other way corrupt the operation of or **Data** within, any software or **Computer System**, including but not limited to malicious code, ransom ware, crypto ware, virus, trojans, worms and logic or time bombs.

Network Security means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against unauthorised access to, unauthorised use of, a **Denial of Service Attack** by a third party, or transmission of **Malware** to the **Insured's Computer System**.

Personal Data means:

- (a) an individual's name, national identity number or national insurance number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, email address, account number, account histories, or passwords; and
- (b) any other non-public personal information as defined in **Privacy Regulations**, in any format, if such information creates the potential for an individual to be uniquely identified or contacted.

Personal Injury means injury arising out of one or more of the following offences:

- (a) false arrest, detention or imprisonment;
- (b) malicious prosecution;
- (c) libel, slander, or other defamatory or disparaging material;
- (d) publication or an utterance in violation of an individual's right to privacy; and
- (e) wrongful entry or eviction, or other invasion of the right to private occupancy, which might result in an allegation against the **Insured** for a **Wrongful Act**.

Privacy Regulations means regulations or legislation associated with the care, custody, control or use of **Personal Data**.

Property Damage means:

- (a) physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and
- (b) loss of use of tangible property which has not been physically injured, lost, damaged or destroyed.

However, solely with respect to **Incident Response Expenses**, **Property Damage** does not mean physical injury to, loss or destruction of, or loss of use of **Data**.

Recovery Costs means any reasonable and necessary costs to remove any **Malware** from the **Insured's Computer System** and/or reconstruct any of the **Insured's Data** due to a **Data Asset Incident** including but not limited to:

- (a) the use of external equipment hired or leased;
- (b) the implementation of alternative work methods in accordance with a business continuity plan;
- (c) costs to subcontract with an external service provider;
- (d) increased costs of labour; or

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

(e) **Incident Response Expenses** incurred with **our** prior written consent.

Recovery Costs do not include:

- (i) costs or expenses incurred to update, replace, restore, or otherwise improve **Data** to a level beyond that which existed prior to the loss event;
- (ii) costs or expenses incurred to identify or remediate software vulnerabilities;
- (iii) costs to update, restore, replace, upgrade, update, maintain, or improve any **Computer System**;
- (iv) costs incurred to research and develop **Data**, including **Trade Secrets**;
- (v) the economic or market value of **Data**, including **Trade Secrets**; or
- (vi) any other consequential loss or damage.

Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

Unauthorised Use or Access means the entry or access to the **Insured's Computer System** by an unauthorised party or individual, including an employee or authorised party exceeding authority.

Wrongful Act means actual or alleged **Privacy Wrongful Act** or **Network Security Wrongful Act**.

Wrongful Employment Practices means any actual or alleged violation of employment laws or any other legal provisions relating to any individual's actual or prospective employment relationship with the **Insured**, including:

- (a) employment-related invasion of privacy, except with respect to that part of any **Claim** arising out of the loss of **Personal Data** which is otherwise covered under the Privacy Liability Insuring Clause;
- (b) employment-related wrongful infliction of emotional distress, except with respect to that part of any **Claim** arising out of the loss of **Personal Data** which is otherwise covered under the Privacy Liability Insuring Clause.

3. Section 4. Exclusions, is amended by adding the following, which apply only when assessing the coverage offered by this endorsement:

The Company shall not be liable for **Damages** or **Expenses** on account of any **Claim**:

(j) Employment Related Wrongful Acts

alleging, based upon, arising out of or attributable to any:

- (i) illegal discrimination of any kind;
- (ii) humiliation, harassment or misconduct based upon, arising out of or related to any such discrimination; or
- (iii) **Wrongful Employment Practices**.

However, this exclusion shall not apply with respect to that part of any **Privacy Claim** or **Network Security Claim** alleging employment-related invasion of privacy or employment-related wrongful infliction of emotional distress in the event such claim arises out of the loss of **Personal Data**;

(k) Fees

alleging, based upon, arising out of or attributable to any fees, expenses, or costs paid to or charged by the **Insured**;

(l) Internet Access

Class of Policy:	Professional Indemnity Insurance	Policy No:	93302189-C
The Insured:	Jessica Browne Biz Elevation	Invoice No:	62660
		Our Ref:	BROWJ003

alleging, based upon, arising out of or attributable to any failure, interruption, or outage to internet access service provided by the internet service provider that hosts the **Insured's** website, unless such infrastructure is under the **Insured's** operational control;

(m) Act of God

alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused;

(n) War and Terrorism

alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, terrorism, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

(o) Trade Secret

alleging, based upon, arising out of or attributable to any validity, invalidity, infringement, violation or misappropriation of any patent or **Trade Secret** by or on behalf of the **Insured**.

(p) Intellectual Property

alleging, based upon, arising out of or attributable to any infringement, violation or misappropriation by the **Insured** of any copyright, service mark, trade name, trademark or other intellectual property of any third party. However, this exclusion shall not apply to a **Privacy Wrongful Act**;

(q) Personal Data

alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the unauthorised, surreptitious, or wrongful collection of **Personal Data** by the **Insured** or the failure to provide adequate notice that such information is being collected. However, this exclusion shall not apply to the **Insured's** unintentional violation of any **Privacy Regulation**, including but not limited to the unintentional wrongful collection of **Personal Data**;

(r) First Party

solely with respect to coverage under the Data Asset Loss Insuring Clause, only:

- (i) alleging, based upon, arising out of, or attributable to the ordinary wear and tear or gradual deterioration of **Data**, including any data processing media; or
- (ii) alleging, based upon, arising out of, or attributable to any action of a public or governmental authority, including the seizure, confiscation or destruction of the **Insured's Computer Systems or Data**.

5. Section 7. Limit of Liability and Deductible, is amended by adding the following, which applies only when assessing the coverage offered by this endorsement:

7. Limits of Liability and Deductible Amount

The maximum aggregate liability and **Expense** available under this endorsement irrespective of the number of claims notified, the amount claimed, the number of **Insured's** who claim, or when such claims are made will be \$200,000.

All **Damages** and **Expenses** covered under this endorsement will be subject to a Deductible Amount of \$1000 payable by the **Insured** in respect of each and every single **Claim** notified to the Company under this endorsement.

For the avoidance to doubt the limit specified above is a sub-limit which is part of and not in addition to the Limits of Liability otherwise set forth in such in the Schedule to this policy.

Made Easy Financial Group Pty Ltd

ABN 80 006 619 487 63 095 849 497

AFSL 285920

Trading as Insurance Made Easy

Suite 1
62-64 Main Street
Upwey VIC 3160

PO Box 1350
Upwey VIC 3158

Tel: (03) 9757 8181
Fax: (03) 9757 8191

Email: admin@imeinsurance.com.au

CERTIFICATE OF CURRENCY

From: I Ryan

We hereby confirm that we have arranged the insurance cover mentioned below:

Jessica Browne
Biz Elevation
P O Box 6101
KINCUMBER NSW 2251

Date: 12/04/2023

Our Reference: BROWJ003

RENEWAL

Page 1 of 2

Class of Policy: Liability Insurance

Insurer: Chubb Insurance Australia Limited
Level 12, 720 Bourke Street Melbourne 3000
ABN: 23 001 642 020

The Insured: Jessica Browne
Biz Elevation

Policy No: 93395137

Invoice No: 62661

Period of Cover:

From 9/04/2023
to 9/04/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured
 paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Liability Insurance
The Insured: Jessica Browne
Biz Elevation

Policy No: 93395137

Invoice No: 62661

Our Ref: BROWJ003

BOOKKEEPER PUBLIC LIABILITY INSURANCE

Insured: Jessica Browne
Biz Elevation

Business: Bookkeeping Services

Geographical Limits: Australia Wide

Limit of Liability: \$10,000,000 Each Occurrence Limit
\$100,000 Each Occurrence (Damage To Various Property of Others
(Care, Control or Custody) Limit
\$100,000 Aggregate Limit Damage To Various Property of Others
(Care, Control or Custody)

Excess/Deductible: \$500 Each Claim, Inclusive of claims defence expenses

Wording: Chubb Bookkeepers Liability Insurance Policy Wording, Australia. 03/2021

This insurance is arranged under a Binder Agreement with Chubb Insurance and as such we act as an agent for the insurer not as an agent of you.

Made Easy Financial Group Pty Ltd

ABN 80 006 619 487 63 095 849 497
Trading as Insurance Made Easy

AFSL 285920

Suite 1
62-64 Main Street
Upwey VIC 3160

PO Box 1350
Upwey VIC 3158

Tel: (03) 9757 8181
Fax: (03) 9757 8191

Email: admin@imeinsurance.com.au

CERTIFICATE OF INSURANCE

From: I Ryan

We hereby confirm that we have arranged the insurance cover mentioned below:

Jessica Browne
T/As Biz Elevation
P O Box 6101
KINCUMBER NSW 2251

Date: 5/05/2023

Our Reference: BROWJ004

RENEWAL

Page 1 of 9

Class of Policy: Professional Indemnity Insurance
Insurer: Insurance Australia Limited (t/as CGU)
ACN 004 478 371 ABN: 110000167
The Insured: JESSICA BROWNE
T/As Biz Elevation

Policy No: 83MIS2229247
Invoice No: 63385
Period of Cover:
From 9/04/2023
to 9/04/2024 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- is to be received and accepted by the Insurer
 has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
 part paid by the Insured
 paid in full by the Insured
 paid by monthly direct debit

Premium Funding

- This policy is premium funded

Please note that the policy defined above is subject to the receipt of the Proposal Declaration and acceptance by the Insurer (if not already completed and accepted) and subject to the full receipt and clearance of the total premium payable by the insured.

Schedule of Insurance

Class of Policy: Professional Indemnity Insurance	Policy No: 83MIS2229247
The Insured: JESSICA BROWNE T/As Biz Elevation	Invoice No: 63385
	Our Ref: BROWJ004

SCHEDULE

New Business

Policy No. 83MIS2229247

Account No. 0201778

POLICY ONE: CIVIL LIABILITY PROFESSIONAL INDEMNITY

Item 1 The Policyholder:
JESSICA BROWNE

BIZ ELEVATION

Item 2 Address:
4 JOSEPH PLACE
KINCUMBER
NSW

2251

Item 3 Professional Services Covered by this
Policy:
Business Coaching / HR Consulting

Item 4 Description of Policy:
Professional Indemnity + Broadform Liability CGU PIB
05-21

Item 5 Period of Insurance:
From 09/04/2023 to 4:00 pm on 09/04/2024

Item 6 Particulars of Risk:

6.1 The Total Sum Insured is \$5,000,000
which includes all Policy sections, and
\$15,000,000 in the aggregate for all Claims

6.2 Amount of the Excess

(a) Australia and New Zealand Jurisdictions	Not Applicable
(b) Other Jurisdictions	Not Applicable
(c) Enquiries	\$1,000
(d) Employment Practices Liability	Not Applicable
(e) Fidelity Cover	Not Applicable

6.3 Application of the Excess
in respect of Australia and
New Zealand Jurisdictions - Costs exclusive

6.4 Application of the Excess
in respect of Other
Jurisdictions - Costs inclusive

6.5 The Retroactive Date is
without limitation of date.

6.6 Jurisdictional limits are
WORLD WIDE, EXCLUDING U.S.A.

6.7 The date of the Proposal
and declaration is
09/04/2023.

Item 7 Joint Ventures:
No Named Joint Ventures

Schedule of Insurance

Class of Policy: Professional Indemnity Insurance
The Insured: JESSICA BROWNE
T/As Biz Elevation

Policy No: 83MIS2229247
Invoice No: 63385
Our Ref: BROWJ004

Item 8 Specific Cover Limits:

8.1 Enquiries	\$250,000
8.2 Employment Practices Liability	Not Insured
8.3 Fidelity Cover	Not Insured
8.4 Cyber Cover Extension	Insured

Item 9 Special Items:

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

1. TWO REINSTATEMENTS
2. INVESTMENT ADVICE EXCLUSION
3. MERGERS & ACQUISITION EXCL.
4. AUDITING EXCLUSION
5. STATUTORY LIABILITY COVER- PI
6. RUN OFF ENDORSEMENT
7. NSW STAMP DUTY EXEMPTION

Item 10 Date and Place of Issue:

30/03/2023 Melbourne, Victoria.

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

1. TWO REINSTATEMENTS

It is declared and agreed that Section 6.2 of the Policy is deleted and replaced with the following:

6.2 Two Reinstatements of the Policy Limit
a) The Policy Limit is the maximum amount We will provide Cover for in respect of any one Claim. Subject to the following limitations, We will provide Cover to a maximum of three times the Policy Limit for all Claims Covered by this Policy:
i. We do not, in respect of any one Claim, provide Cover for an amount in the aggregate more than the Policy Limit
ii. for any one Claim, or Claims (including Covered Claims) arising from the one act, error or omission, the aggregate Cover under this Policy shall not exceed the Policy Limit or Specific Cover Limit as applicable;
iii. if there is extra insurance, held with another insurer in excess of the limit of this Policy, then Cover in excess of one Policy Limit or Specific Cover Limit as applicable (up to a maximum of three times the Policy Limit or Specific Cover Limit as applicable) is only available for so much of the liability (otherwise Covered by this
b) Where Cover is provided under this Policy for any Claim, then Claim Investigation Costs are paid in respect of that Claim up to an

Class of Policy: Professional Indemnity Insurance
The Insured: JESSICA BROWNE
T/As Biz Elevation

Policy No: 83MIS2229247
Invoice No: 63385
Our Ref: BROWJ004

amount equal to the Policy Limit in accordance with Section 3.3 of this Policy. The aggregate amount We pay in total for Claim Investigation Costs for or in respect of all Claims Covered by this Policy does not exceed an amount equal to three times the Policy Limit.

In all other respects the Policy remains unaltered.

2. INVESTMENT ADVICE EXCLUSION

Notwithstanding anything else to the contrary, it is declared and agreed that We do not provide Cover for any Claims or Covered Claims based upon, directly or indirectly arising from or attributable to any investment advice or information or opinion regarding investment (including allegations of or in connection with the failure by the Insured to provide investment advice or information), provided by or on behalf of the Insured.

In all other respects the Policy remains unaltered.

3. MERGERS & ACQUISITION EXCL.

Notwithstanding anything else to the contrary, it is declared and agreed that We do not provide Cover for any Claims or Covered Claims based upon, directly or indirectly arising from or attributable to any advice or service (including, but not limited to, advice in respect of or relating to debt finance, capital raising, equity for control exchange, or debt for equity exchange) given by or on behalf of the Insured in respect of or in relation to any mergers, acquisitions or consolidations or divestitures.

In all other respects the Policy remains unaltered.

4. AUDITING EXCLUSION

Notwithstanding anything else to the contrary contained in the Policy, it is declared and agreed that We do not provide Cover for any Claims or Covered Claims based upon, directly or indirectly arising from or attributable to any auditing work.

In all other respects the Policy remains unaltered.

5. STATUTORY LIABILITY COVER- PI

Notwithstanding Sections 7.10 b) and 9.2, We will to the extent permitted by law provide Cover to the Insured, against any:

a) Penalty payable by the Insured as a result of a criminal or civil proceeding in respect of an offence under an Act which proceeding:

i. is served upon the Insured during the Period of Insurance; and

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

iii. arises from an act, error or omission on or after the Retroactive Date specified in the Schedule which occurred in the

Class of Policy: Professional Indemnity Insurance
The Insured: JESSICA BROWNE
 T/As Biz Elevation

Policy No: 83MIS2229247
Invoice No: 63385
Our Ref: BROWJ004

provision of Professional Services.

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

c) The Specific Cover Limit for the payment of such Penalties and Statutory Liability Defence Costs specified in a) and b) above shall, together not exceed \$100,000 in the aggregate.

d) Notwithstanding the Schedule, the Excess applicable to this Endorsement is \$2,500 for each and every Penalty inclusive of Statutory Liability Defence Costs.

e) Notwithstanding the above, We do not Cover Penalties or Statutory Liability Defence Costs arising from, directly or indirectly based upon, attributable to, or in consequence of any action or proceeding arising out of the alleged failure of the Insured to comply with any lawful consent, demand, determination, memorandum, notice, order, schedule or the like issued under an Act.

f) For the purposes of this Policy:

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

1. Work Health and Safety legislation of any State or Territory of Australia.

2. any environmental protection legislation of any State or Territory of Australia including any amendment to, replacement of re-enactment of, the statutes, any regulation or other subordinate legislation made under any of these statutes.

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

1. compensation;
 2. compliance, remedial, reparation or restitution costs;
 3. exemplary or punitive damages;
 4. any consequential economic loss.

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

1. We incur; or
 2. the Insured incurs after first obtaining Our agreement in writing and the costs and expenses are reasonable and necessary.

g) The Insured on whose behalf or for whose benefit Statutory Liability Defence Costs were paid, shall repay to Us all such Statutory Liability Defence Costs, in the event and to the extent that:

i. the Insured make an admission in writing of any fraudulent, dishonest, malicious or intentional conduct (within the meaning of Section 7.11); or

ii. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that the Insured, was not entitled to Cover under this Policy.

Class of Policy:	Professional Indemnity Insurance	Policy No:	83MIS2229247
The Insured:	JESSICA BROWNE T/As Biz Elevation	Invoice No:	63385
		Our Ref:	BROWJ004

In all other respects the Policy remains unaltered.

6. RUN OFF ENDORSEMENT

- a) If a Run-Off Event occurs during the Period of Insurance, the Cover provided by this Policy with respect to the Insured (and those referred to in Section 4.3 of the Policy) shall continue for a period of 12 months from the Run-Off Event, in respect of any Claim otherwise Covered by this Policy arising from any act, error or omission prior to the date of the Run-Off Event;
- b) Subject to point c) below, it is declared and agreed that where We remain the sole insurer under the Scheme the 12 month period referred to in point a) above is converted to a maximum period of 84 months from the Run-Off Event;
- c) If however We cease to be the sole insurer of the Scheme, at any time following the 12 month period specified in a) above, there will be no Cover for any Claim first made against the Insured (or any person or entity entitled to be Covered under this Policy) after We cease to be the sole Insurer under the Scheme;
- d) All Cover under this Endorsement shall cease immediately if the Policy is cancelled;
- e) Cover under this Endorsement cannot be renewed or extended.

For the purposes of this Endorsement:

- i) 'Run-Off Event' means all of the Insureds ceasing to exist or operate, or being disposed of or merged with or acquired by another entity.
- ii) 'Scheme' means the Business Coaches scheme with Made Easy Financial Group Pty Ltd. (Insurance Made Easy).

In all other respects the Policy remains unaltered.

7. NSW STAMP DUTY EXEMPTION

You have declared to Us that you are a small business eligible for the exemption from the requirement to pay insurance duty on certain types of insurance under section 259B of the Duties Act 1997 (NSW). If the exemption is applicable, We have accordingly not calculated stamp duty for the NSW portion of your premium.

POLICY TWO: BROADFORM LIABILITY

- Item 1 The Insured:
JESSICA BROWNE

BIZ ELEVATION
- Item 2 Address:
4 JOSEPH PLACE
KINCUMBER
NSW 2251
- Item 3 Insured's Business:
As per the Professional Services stated in Policy One

Schedule of Insurance

Class of Policy: Professional Indemnity Insurance	Policy No: 83MIS2229247
The Insured: JESSICA BROWNE T/As Biz Elevation	Invoice No: 63385
	Our Ref: BROWJ004

Item 4 Description of Policy:
Professional Indemnity + Broadform Liability CGU PIB
05-21

Item 5 Period of Insurance:
From 09/04/2023 to 4:00 pm on 09/04/2024

Item 6 Particulars of Risk:

6.1 Sum Insured

(a) Public Liability	\$5,000,000
(b) Products Liability	\$5,000,000
(c) Advertising Liability	\$5,000,000
(d) Property in the Insured's Physical or Legal Control	\$100,000

6.2 Excess (each & every Property Damage
claim only)

(a) Public Liability	\$500
(b) Products Liability	\$500
(c) Advertising Liability	\$500
(d) Property in the Insured's Physical or Legal Control	\$500

Item 7 Special Items:

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

1. PANDEMIC EXCL: GENERAL LIAB.
2. NSW STAMP DUTY EXEMPTION
3. LIABILITY CYBER EXCL: ABSOLUTE

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

1. PANDEMIC EXCLUSION

It is declared and agreed that the following
Exclusion applies to the Policy.

Notwithstanding any provision to the contrary within
this Policy, it is declared and agreed that We shall
not be liable to indemnify the Insured in respect of
any loss, destruction, damage, liability, cost,
expense or any other amounts, directly or indirectly
caused by, or contributed to by, or in consequence
of, any (actual or alleged) Infectious Disease.

For the purposes of the Policy, 'Infectious Disease'
means:

- a) a disease determined to be a 'listed human
disease' or in respect of which a 'human
biosecurity emergency' or 'biosecurity emergency'
(including any amended, replacement, successor,
equivalent or similar definitions of a 'listed
human disease', 'human biosecurity emergency' or
'biosecurity emergency') has been declared under
the Biosecurity Act 2015 (Cth) including any
amendment, replacement, re-enactment, successor,
equivalent or similar Federal or State and
Territory legislation, order, administrative act
or declaration including delegated legislation;
- b) an outbreak of infectious disease declared or

Class of Policy: Professional Indemnity Insurance
The Insured: JESSICA BROWNE
T/As Biz Elevation

Policy No: 83MIS2229247
Invoice No: 63385
Our Ref: BROWJ004

acknowledged as a pandemic or epidemic by the World Health Organization (or any similar or replacement or successor body) or any Australian government or Australian government agency; or
c) a disease determined by the World Health Organisation (or any similar or replacement or successor body) to be a Public Health Emergency of International Concern (PHEIC) or equivalent.

In all other respects the Policy remains unaltered.

2. NSW STAMP DUTY EXEMPTION

You have declared to Us that you are a small business eligible for the exemption from the requirement to pay insurance duty on certain types of insurance under section 259B of the Duties Act 1997 (NSW). If the exemption is applicable, We have accordingly not calculated stamp duty for the NSW portion of your premium.

3. LIABILITY CYBER EXCL: ABSOLUTE

It is declared and agreed that the following Exclusion applies to the Policy:

Exclusion 6.18 of the Policy, 'Electronic Data', is deleted and replaced with the following:

6.18 Cyber Exclusion

- a) arising out of Property Damage, defanation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- b) arising out of the Insured's Products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- c) directly or indirectly caused by, contributed to by or as a consequence of Electronic Data Loss caused by a Cyber Act; or
- d) directly or indirectly caused by, contributed to by or as a consequence of an act, error or omission by or on behalf of the Insured in controlling, preventing, suppressing, retaliating against or responding to a Cyber Act or Electronic Data Loss caused by a Cyber Act.

For the purpose of this exclusion only, the following definitions apply:

- i. Computer System means any computer, hardware, software, communications system (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, Electronic Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- ii. Cyber Act means any actual or alleged illegal, malicious, reckless, wilful or

Schedule of Insurance

Class of Policy: Professional Indemnity Insurance
The Insured: JESSICA BROWNE
T/As Biz Elevation

Policy No: 83MIS2229247
Invoice No: 63385
Our Ref: BROWJ004

criminal act or series of related illegal, malicious, reckless, wilful 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

iii. Electronic Data Loss means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of Electronic Data including any monetary amount pertaining to the value of such Electronic Data, the infringement of intellectual property rights and breach of confidentiality.

In all other respects the Policy remains unaltered.