

Your guide to Insurance

Developed by Bellrock Broking for Blooms Support Office.



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SECTION 1

Important Information about the Blooms insurance programme

IMPORTANT NOTICES

Part of the proposed coverage is written on a **claims made basis**¹, we ask that insureds please refer to our website here for more information as regards claims made insurance. It is critical that extensive enquiries are made to ascertain whether anyone within an insured business is aware of facts, circumstances or any matters which may give rise to a claim for personal injury, property damage, a wrongful professional or managerial act. If you are aware of any such facts, circumstances or matters you must disclose them to us coverage incepts. During the policy period insureds must disclose such matters as soon as practicable after you become aware of them. Please refer to our website as regards the **importance of complying with your duty of disclosure**².

Our **Financial Services Guide**³ and **Privacy Policy**⁴ are available by clicking on the respective links and on the portal. All insureds must review the **Important Notices**⁵ on our website.

ONLINE PORTAL

New stores will be provided with a login to our client portal after your insurance has incepted. We affirm to the Partners that information collected by Bellrock will be provided to BCMS to assess the compliance of stores with their insurance obligations.

The system was designed for Blooms Stores to expedite the renewal process, serve as a real time data repository (enabling access to key documents such as policy documents and certificates of currency) and to safeguard payments and other sensitive data. The portal will continue to develop to ensure ease of use for the you over the course of forthcoming policy periods.

2021 INSURER PANEL

In light of 'facility performance'/loss ratios (that is, insurers have paid more in claims than premium received) and due to market conditions, insurers are generally seeking pricing increases and narrowing cover. The facility has continued to be impacted by Property Claims such as store damage, flood damage, fridge breakdowns and glass replacement, Liability Claims including a customer slipping in stores, Professional Indemnity claims from the HCCC and Pharmacy Council and s150 actions. It is a balancing act between forming long standing insurer relationships and continuing to negotiate the best possible terms for our clients. During the 2021 renewal, we replaced Berkley Insurance Australia with TEGO Insurance Pty Ltd, a specialist healthcare insurer. As a specialist healthcare insurer, TEGO offer unparalleled quality of cover, with claims advocacy continuing to be supported by Meridian Lawyers.

The TEGO policy provides:

Medical Malpractice

Protects against any allegations of medical malpractice or clinical negligence. Cover includes abuse liability, complaint & investigation costs, telehealth and vicarious liability of medical practitioners.

Errors & Omissions

Protects against financial losses as a result of defect or contract failure. Cover includes defamation, breach of privacy, infringement of intellectual property and statutory liability.

General Liability

Protects the business and employees from claims involving bodily injury or property damage.

Most importantly, there is no exclusion relating to COVID, ensuring that the Blooms stores continue to receive the leading coverage available in the market.

Additionally, Zurich Australian Insurance Limited will replace FTA Insurance for Management Liability policies. TEGO and Zurich bring strong coverage and pricing to the existing panel of Liberty Specialty Markets, and Lloyds of London has been selected. All of these insurers are APRA approved and hold a minimum financial strength rating of A.

Despite the increases on the ISR and Cyber policies, these were remarketed with alternate insurers but your current insurers continue to provide the most competitive option from both pricing and coverage perspectives.

- ¹ https://www.bellrock.com.au/claims-made-insurance/
- ² https://www.bellrock.com.au/importance-of-duty-of-disclosure/
- ³ https://www.bellrock.com.au/bbnsw-financial-services-guide
- ⁴ https://www.bellrock.com.au/bbnsw-privacy-policy/
- ⁵ https://www.bellrock.com.au/important-notices/

Mandatory Insurance Cover

Blooms are required to hold and manitain the following general insurances:

PROFESSIONAL INDEMNITY

The Professional Indemnity cover for the amount of \$20,000,000.

The cover that is arranged by Bellrock is for the store (be it an incorporated legal entity or a partnership) and extends to cover acts, errors and omissions of those employed/engaged by the Store for the provision of professional services .

The extension as to who is insured is extracted below:

- 1. Any person who is, during the Policy Period, a principal, partner or director of the Named Insured but only in respect of work performed while a principal, partner or director of the Named Insured; and/or
- 2. Any person who is, during the Policy Period, an employee of the Named Insured but only in respect of work performed while an employee of the Named Insured and on behalf of the Named Insured; or
- 3. Any former principal, partner, director or employee of the Named Insured but only in respect of work performed while a principal, partner, director or employee of the Named Insured and on behalf of the Named Insured.
- 4. Any natural person who is a past and/or present Student, Volunteer, Committee Member or Council Member, but only in their capacity as such and provided always that they are under the direction and control of the Insured and only to the extent the civil liability results from the conduct of Healthcare Services.

We are aware that some Blooms Pharmacists subscribe to PDL and as such have access to the shared Non-Proprietor Pharmacists Liabilities Insurance Master Policy underwritten by Guild Insurance Limited, details of which can be found **here**⁶.

This policy is one which individual Pharmacists may access if for instance they (as distinct from their entity or partnership) were solely named in proceedings/an inquiry during the course of them only providing Pharmacy Services.

The policy, we opine, would not respond in circumstances where a loss emanated from an error or omission of a staff member (who was a non-pharmacist or was not a PDL member who subscribed to the Scheme). Summarily the best analogy is coverage obtained by medical practitioners wherein they obtain

⁶ https://pdl.org.au/pdl-master-policy-documentation/

their own cover and the Medical Practice maintains its own cover. That said, here the analogous Medical Practice Cover (in which Bellrock arranges) 'drops down'.

We are unaware as to the cost of subscription to attain the benefit of the master policy, however, do believe that there are benefits in subscribing to it. By way of example:

The policy would provide extra protection to individuals who switch employers regularly, and / or respond to actions where an individual is specifically named.

By way of example:

...in 2015 Peter works for Terry White. At that time, he regularly dispenses drugs to Jason.

Peter leaves Terry White in 2016 and is employed at Blooms. In 2017 Terry White Goes into liquidation.

In 2018 Jason sues Terry White alleging that he has suffered mental and physical injury from 'wrongful' dispensing of drugs.

Given it is in liquidation, Jason sues Peter. Peter's defence is that he dispensed correctly, and it is discovered that by error one of the administrative staff had mixed up Peter's allocations.

Given the allegations relate to conduct occurring in 2016 (when Peter was at Terry White) the Blooms' policy does not respond to indemnify Peter. Terry White has no "run-off" cover and is in liquidation so Peter receives no cover under their programme. Peter then could look to his PDL policy for his defence costs and potentially any damages, albeit the PDL policy would not cover the legal liability of the Pharmacy nor its employees for the plaintiffs loss.

PUBLIC AND PRODUCTS LIABILITY

This covers stores for the amount of \$20m, and where necessary cover for any interested party for their respective rights and interests (eg. lessors).

INDUSTRIAL SPECIAL RISKS

This policy incorporates material damage cover for fixtures, fittings, equipment and stock, plus consequential loss for increased costs of working and resultant loss of gross profit. It is imperative that stores declare appropriate sums insured. Insured values are for replacement and gross profit must be declared properly. If you have questions about the accuracy of a stores declarations please tell us.

Additional recommended insurances

The following is a summary of the coverage provided under the range of additional insurances recommended by Bellrock.

MANAGEMENT LIABILITY

Coverage Section	Summary	Policy Limit	Excess
Insured persons liability	Covers partners/directors, officers and senior managers (natural persons) for legal costs, expenses, damages and compensatory damages in connection with any allegations made against them personally during the course of managing their pharmacy.	\$500,000	NIL
Company liability	Covers the store (be it a partnership or legal entity) for legal costs, expenses and damages in connection with any allegations made against the entity for "wrongful conduct" of the corporation.	\$500,000	\$10,000
Employment practices liability	Covers the company (as distinct from the partners/ natural persons who are covered under Insured Person Liability section) for legal costs, expenses and damages in connection with any employment practices "allegation" or "claim". Such allegation or claims may include wrongful dismissal, discrimination or harassment.	\$500,000	\$10,000
Statutory liability	Covers the company (as distinct from the partners/ natural persons who are covered under Insured Person Liability section) for legal costs, expenses, damages and compensatory penalties in connection with any covers the for defence costs and penalties incurred in proceedings brought by regulatory bodies for violations of statutory law, which may arise as a result of any allegations made against the entity for "wrongful conduct".	\$100,000	\$7,500
Crime coverage	This covers the entity (your pharmacy) for direct financial loss of "money" of the Pharmacy resultant of an employee/ supplier or any other third party's criminal, malicious or intentional conduct.	\$10,000	\$10,000

CYBER LIABILITY

Coverage Section	Summary	Limit option 1	Limit option 2	Excess
Electronic business interruption and increased costs of working	Covers the pharmacy for its own gross profit and remediation expenses following a cyber incident.	\$250,000 in the annual aggregate	\$500,000 in the annual aggregate	8 Hours
Cyber legal liability	Covers the pharmacy for its legal liability to third parties following a network breach or cyber incident.	\$250,000 in the annual aggregate	\$500,000 in the annual aggregate	Varies by turnover
Privacy regulatory defence costs and penalties	Covers the pharmacy for inquiry costs and expenses (and where insurable compensatory penalties) for attending the regulators hearings following a cyber incident.	\$250,000 in the annual aggregate	\$500,000 in the annual aggregate	Varies by turnover
Breach and recovery costs	Covers the pharmacy in connection with costs and expenses it may incur in protecting its reputation, notifying its customers of a network breach and restoring loss of your pharmacy's data following the cyber incident.	\$250,000 in the annual aggregate	\$500,000 in the annual aggregate	Varies by turnover
Cyber extortion	Covers the pharmacy to meet the monetary demands of cyber-criminal following a ransomware attack which causes your network to freeze until the demand is met.	\$250,000 in the annual aggregate	\$500,000 in the annual aggregate	Varies by turnover
Cyber deception	Covers the pharmacy for its loss of money (for instance wrongful transfer of funds) following an act of deception electronically causing the pharmacy to transfer funds.	\$250,000 in the annual aggregate	\$500,000 in the annual aggregate	Varies by turnover

WORKERS COMPENSATION

Workers compensation is a statutory requirement for all stores. Bellrock can assist in providing Workers Compensation quotations for stores located in WA or NT. In order for Bellrock to provide this service, we require a current copy of a stores Workers Compensation renewal. All other states and territories must seek coverage from the relevant government appointed insurer. Please do not hesitate to contact us if you require some guidance for this.

SECTION 4

Claims

Bellrock is not an insurer, we represent our clients and assist in having claims paid under their policies. For full details on claims procedures including what to do in the event you have a claim, please refer to **Your guide to Claims**⁷

Claims under the Blooms Bellrock facility have been tried and tested. The facility has paid out \$200,000 in claims in each of the past 2 years, this has taken the total to over \$1,500,000 since the facility inception in 2017. The new insurance panel has agreed to Bellrock's claims protocols to ensure claims procedure and service remains seamless and unchanged.

We give you access to leading experts in their fields. Insofar as dispensing errors (being the most frequent losses under the facility) Mr Paul Baker of Meridian Lawyers remains the appointed lawyer. Otherwise, for property losses Mr Darryl Holland (his costs are covered by the Policy) will assist stores with their preparation of significant property and business interruption losses.

In the event you have a claim, please notify Bellrock Claims Director, Mat Holland:



MAT HOLLAND DIRECTOR, CLAIMS M +61 499 490 157 D +61 2 9030 0015 E mat.holland@bellrock.sydney

⁷ https://www.bellrock.com.au/blooms-claims-guide/

SECTION 5

Insurance Process

In order for Bellrock to provide quotations for all recommended covers, we require responses to all questions contained in Section 3. For each of the below, Bellrock must receive written instructions after a quotation has been received and cover must be confirmed by insurers before a certificate of currency (COC) can be provided.

For new stores, we require completion of the declaration contained in Section 3. However, for established stores with current alternative insurance, their renewal document from the alternative provider (eg Guild) provides sufficient information for us to provide indicative quotations.

In order for Bellrock to provide quotations for all recommended covers, we require responses to all questions. Mandatory insurance quotations can be provided with responses to questions 1 to 10 only.

PROCESS FOR STORES NEW TO THE BELLROCK / BLOOMS INSURANCE FACILITY

Stores new to the Blooms group

In order to place cover for a new Blooms the Chemist store, we require:

- (a) Completion of declarations in Section 5. The full declaration allows us to provide a comprehensive quotation for all mandatory and recommended policies. Completion of questions 1- 10 will result in a quotation for the mandatory policies only.
- (b) Required inception date. As the policy period impacts the cost of insurance, we can only provide indications until an inception date has been received.

Established Blooms the Chemist Stores

In order to place cover for an established Blooms the Chemist store, we require declaration information being:

 (a) Completion of declarations in Section 5. The full declaration allows us to provide a comprehensive quotation for all mandatory and recommended policies. Completion of questions 1- 10 will result in a quotation for the mandatory policies only.

or

(b) The stores' current policy documentation and renewal notice.

Once the above requirements have been met the following process is followed:

- Bellrock provides a formal quotation to the directors of the company and/or BCMS;
- 2. The directors provide written instructions to Bellrock as regards the policies they wish to incept;
- 3. Bellrock binds coverage with the relevant insurers;
- 4. Insurers confirm coverage;
- 5. Bellrock issues required COC's and invoices to the store; and
- 6. Insurers provide formal policy documents to Bellrock, Bellrock issues to the store directors'

AMENDMENTS TO CURRENT POLICIES

There are several scenarios for which amendments to coverage may be provided. The primary amendments we observe are:

1. Change of ownership.

Where are change of ownership occurs, so that Bellrock may apprise insurers and provide updated COC's, we require:

- (a) Date on which the change is scheduled to occur;
- (b) Name of the entity or entities that will own the store;
- (c) Trading name change; and
- (d) Any other material changes relevant to the store's change of ownership. Eg, claims history for any new Partners.
- 2. Change of location.

When a change of store location occurs, so that Bellrock may apprise insurers and provide updated COC's, we require:

- (a) Address as it should be noted on COC's;
- (b) Relevant interested parties;
- (c) Date on which the relocation is to occur;
- (d) Confirmation of stock and contents values; and
- (e) Any other material facts
- Change of stock or contents values. When there is a significant change to the maximum stock or contents within a store, in order to avoid under insurance², you must advise Bellrock as soon as practicable.

It is paramount that all changes to the business' activities, structure or values during the policy period are notified to Bellrock as soon as practicable. All policy amendments are subject to insurer acceptance and may be subject to additional premium.

² Underinsurance happens when you don't have enough insurance to cover the loss of your assets, e.g. stock and contents, after damage to your premises. Where assets are underinsured, the value of any claim is reduced proportionately by the level of underinsurance.



Disclosures required for complete quotation

Please provide the below information. Questions 1 – 10 are required for mandatory insurances. For recommended insurances, we require the balance of information.

Q 1. General information

Company name/s:		ABN:
Year established:	Director/s:	
Trading as:	Primary contact name:	
Email address:	Store phone:	
Mobile:	Principal Address:	

Financial Information:	Current Fin. Year (estimated)	Previous Fin. Year (actual)
Turnover	\$	\$
Number of Employeers	\$	\$
Total Wage Roll	\$	\$
Gross Profit	\$	\$

Q 2. Breakdown of income by service

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Property:

Q 3. Declared Sums Insured

Business Contents	Stock on Hand
\$	\$

Q4. Construction & Age

a) Age of building (years) ____

______ b) Construction of building (complete table below)

Area	Material (select from drop-down menu)
Floor	
Walls	
Roof	

Q5. Fire Protection

Extinguishers	Thermal		Smoke Detectors	Fire Suppression System
Yes 🗌 No 🗌	Yes 🗌 No 🗌	Yes 🗌 No 🗌	Yes 🗌 No 🗌	Yes 🗌 No 🗌

Q6. Security

Back to base - Dialled	Local Alarm	Security Patrol	Security Fence	Back to base - Monitored	Deadlocks	Window Bars	ССТV
Yes 🗌	Yes 🗌	Yes 🗌	Yes 🗌	Yes 🗌	Yes 🗌	Yes 🗌	Yes 🗌
No 🗌	No 🗌	No 🗌	No 🗌	No 🗌	No 🗌	No 🗌	No 🗌

Q7. Fit-Out

a) Size of fit-out (sq. metres)______ b) Year of last fit-out ____

Q8. Glass

Do you have any glass on a street frontage? Yes \Box No \Box

Q9. Store Location

- a) Address ____
- b) Location Description (select from drop-down menu)

Q 10. Interested Parties required

- a) Landlord _____
- b) Financier_

c) Other __

Directors & Officers' Liability:

Q 11.

Financial Information:	Current Fin. Year (estimated)	Previous fin. Year (actual)
Total Assets	\$	\$
Net Assets	\$	\$
After Tax Profit/Loss	\$	\$
Gross Profit	\$	\$

Q12. Are there any facts or circumstances that might affect the ability of the Applicant to meet all its debts as and when they fall due? Yes 🗌 No 🗌

If Yes please explain in detail below:

Work Health & Safety:

Q13. Does the Applicant have a safety management system in place?

Yes 🗌 No 🗌

- **Q14.** Does the Applicant have a safety management system that complies with AS/NZ 4801? Yes 🗌 No 🗌
- **Q15.** Does the Applicant have effective hazard and incident reporting procedures? Yes 🗌 No 🗌
- **Q16.** Does the Applicant have procedures in place to identify and notify officers on duty under laws? Yes 🗌 No 🗌
- **Q17.** Does the Applicant have a system that recognises contractors, volunteers, work experience students and labour hire employees as workers?

Yes 🗌 No 🗌

- Q18. Does the Applicant have an audit program of its safety management system to ensure it remains effective and up to date in managing health and safety risks in the workplace?
 Yes No
- Q19. Does the Applicant have a safety management system in place?

Yes 🗌 No 🗌

Loss History:

Q 20. Has any proposed Applicant been declined, had cancelled or non-renewed any insurance policies for any of the coverages for which they are applying? Yes 🗌 No 🗌

If Yes, provide detais below:

Q21. Has any Applicant proposed suffered any loss, whether covered by insurance or not, that would have fallen within the scope of the proposed coverage? Yes 🗌 No 🗌

If Yes, provide detais below:

Q 22. Is any Applicant aware of any facts, circumstances, acts or omissions that may give rise to a future claims that would fall within the scope of the proposed coverage? Yes No

If Yes, provide detais below:

Employment Practices Liability:

Q23. How many directors and/or employees left the Applicant in the last six (6) months? ____

- **Q 24.** How many retrenchments or layoffs does the Applcant expect to incur within the next twelve (12) months?
- **Q25.** Does the Applicant have written employment procedures (eg. Employee Handbook) that are available to each employee? Yes 🗌 No 🗌

Crime Cover:

Supplier and Customers Controls

Q26. Does the Applicant maintain a master list of authorised suppliers? Yes 🗌 No 🗌

Funds Transfers and Deposits

Q27. Are dual authorities required for all fund transfers, including deposits, transfers and withdrawals of the Applicant's funds? Yes 🗌 No 🗌

Funds Transfers and Deposits Cont'd
Q28. Are countersignatures required on all cheques? Yes 🗌 No 🗌
Q29. Can the person who reconciles the monthly statements also handle deposits? Yes 🗌 No 🗌
Inventory Controls
Q30. Is an independent physical count of stock, raw materials, work in progress and finished goods
undertaken and is this count reconciled against stock levels on a quarterly basis? Yes 🗌 No 🗌
Q31. Is the inventory check reconciled against inventory records by a person who is not the sole person performing the inventory check? Yes 🗌 No 🗌
Social Engineering Fraud
Q32. Does a Social Engineering Fraud risk management strategy exist and has the Applicant informed and alerted relevant staff at all locations of Social Engineering Fraud? Yes 🗌 No 🗌
Q33. Does the Applicant's email server and/or internet service provider (ISP) use any authentication methods at all locations? Yes 🗌 No 🗌
If Yes, provide detais below:
Q34. Does the Applicant use a third party software product to enhance email authentication procedures at all locations? Yes 🗌 No 🗌
If Yes, provide detais below:
Q35. Does the Applicant verify new customer or supplier bank account information (including name, address and bank account number) prior to initiating any financial transaction with such supplier or customer? Yes 🗌 No 🗌
Q36. Does the Applicant have callback procedures with customers or suppliers to authenticate any fund transfer instructions greater than \$50,000 prior to transfer? Yes 🗌 No 🗌
Q37. a) Does the Applicant upon receipt of any email requests to change supplier or customer bank account details (including account monitor, contact information, bank routing number)? Yes

Social Engineering Fraud Cont'd

- **b)** Have direct callback procedures in place (i.e. other than responding via email) to the contact phone number in place prior to receipt of the change request? Yes \Box No \Box
- c) Require internal dual signoff from a supervisor or authorised person prior to initiating the change request? Yes 🗌 No 🗌

Stamp Duty:

Q 38. Please state the total number of employees located in the following states and overseas:

NSW	VIC	ACT	QLD	SA	WA	TAS	NT	o/s

Cyber Security:

Q39.	Does the Applicant use a third-p	party vendor for the following services?

Service	Third-party vendor used?	If Yes, state name of third-party vendor
Network Security	Yes 🗌 No 🗌	
Cloud/Back Up Provider	Yes 🗌 No 🗌	
Internet Service Provider	Yes 🗌 No 🗌	
Business Critical Software Provider	Yes 🗌 No 🗌	
Payment Processor	Yes 🗌 No 🗌	
POS Hardware Provider	Yes 🗌 No 🗌	

- **Q40.** Does the Applicant take at least weekly backups of all critical data and store the same offsite or in a fireproof safe or does the Applicant have an outsourced provider that meets these minimum requirements? Yes No
- **Q41.** Does the Applicant have antivirus software installed on its network and PC's and are firewalls in place and are these regularly updated (at least weekly)? Yes 🗌 No 🗌
- **Q42.** Does the Applicant allow Personal Information to be stored on portable media devices? If "Yes" to above, please confirm the Applicant ensures that portable media devices carrying Personal Information are encrypted. Yes \square No \square
- Q43. Does Applicant store credit card details on their Network, even momentarily? Yes 🗌 No 🗌
- Q44. Approximately how many Individual's records have you collected or stored on your network? _
- **Q45.** Do you enforce software update processes with the installation of software patches that ensure critical patches are installed within 30 days of release? Yes \square No \square
- **Q46.** Is multi factor authentication utilised for all remote access (e.g. VPN) to the internal network? Yes 🗌 No 🗌
- Q47. Do you encrypt all sensitive and confidential data when in transit from the network? Yes 🗌 No 🗌

Motor Vehicle:

Q 48. Do you have any motor vehicles you would like to insure? Yes No If Yes, provide detais in the table below :

	Name of main driver	D.O.B of main driver	Drivers under 25 yrs	Vehicle registration	Vehicle Identification Number (VIN)	Make & model	Market or agreed value?
#1			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#2			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#3			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#4			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#5			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#6			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#7			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#8			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#9			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌
#10			Yes 🗌 No 🗌				Market 🗌 Agreed 🗌

No Claims Declaration

Please complete and sign the declaration below and include with disclosure form.

- 1. Having made due inquiry of all Insured persons, entities and subsidiaries, other than the matters already disclosed in the Proposal Form, I/We confirm that there are no facts or circumstances that may give rise to a claim against the proposed Insured.
- 2. Furthermore, I/We confirm that the information provided in the Disclosure Form signed and dated ______ remains unaltered.
- **3.** I/We also understand that this Declaration remains subject to the Duty of Disclosure and the privacy requirements referred to in the Proposal Form.

Signed on behalf of:	
Signature of authorised person:	
Full name of Signatory:	
Position:	
Date:	





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