



September 2011

Insurance Manual

Girl Guides Australia

- Girl Guides Association (New South Wales) t/as Girl Guides NSW & ACT and Girl Guides Association of New South Wales
- Girl Guides Association of Victoria t/as Girl Guides Victoria
- Girl Guides Northern Territory Incorporated
- Girl Guides South Australia Incorporated
- Girl Guides Western Australia Incorporated t/as Girl Guides Western Australia
- Guides Queensland t/as Girl Guides Queensland
- Girl Guides Association (Tasmania) t/as Girl Guides Tasmania



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Confidentiality

This Manual contains information which is confidential to both Girl Guides Australia Incorporated and Marsh Pty Ltd.

Accordingly, we trust you will understand this Manual is given to Girl Guides Australia Incorporated and their officers and employees in confidence and may not be reproduced in any form or communicated to any other person, firm or company without the prior approval of Marsh Pty Ltd.

In accordance with the ongoing commitment by Marsh to quality management philosophies, this document has been verified for accuracy of content by:

Sue Vandersant

Initials:

Date: September 2011



LARGE BROKER OF THE YEAR
FOUR YEARS RUNNING

2008 | 2009 | 2010 | 2011

AUSTRALIA AND NEW ZEALAND INSTITUTE OF INSURANCE AND FINANCE



Privacy Statement

Marsh is committed to protecting the privacy of your personal information.

National Privacy Principles

From 21 December 2001, we have applied the Australian National Privacy Principles set out in the *Privacy Act 1988* to the way we collect, use, store, disclose and destroy your personal and sensitive information.

What is personal information?

This is information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details.

What is sensitive information?

This is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

How is Employee information affected?

Employee records are currently exempt from the privacy principles, but we nonetheless afford appropriate levels of confidentiality to this information.

Why do we collect personal and sensitive information?

We may directly or indirectly collect this information to enable us to provide our clients with financial services or products including arranging insurance or reinsurance and managing insurance claims or other risks.

What we do with the personal and sensitive information we collect?

Unless you tell us not to, we may disclose this information to other organisations where we believe it is necessary to assist us and them in providing their services. Recipients will typically be insurers, reinsurers, other insurance intermediaries, employers, health workers, investigators, lawyers, loss adjusters and our related companies – both in Australia and overseas. These organisations in turn may need to disclose the information to other such third parties, but we limit their use and disclosure to the purpose or purposes for which we supplied it (unless you or we consent).

We also use the information for administrative purposes such as processing applications for insurance.

We may also use your information to let you know about our range of products and services unless you advise otherwise.

We may sometimes be required by law, such as under legislation or by court order, to disclose some of your personal information.

If you do not provide the required information, it may not be possible to provide appropriate products or services to you.



We take reasonable steps to ensure that whenever we collect, use or disclose personal information it is accurate, complete, and up-to-date.

**What you are required to do**

If you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this document). If it is sensitive information we rely on you to have obtained their consent to the above. If you have not done these things, you must tell us before you provide the relevant information.

If we give you personal information, you and your representatives must only use it for the agreed purposes.

Where relevant, you must meet the requirements of the National Privacy Principles when you collect, use and handle personal information on our behalf.

You must also ensure that your agents, employees, and contractors meet all of these requirements.

Security of your personal information

We may store your personal information electronically or in hard copy. We endeavour to protect it from misuse and loss, and from unauthorised access, modification, and disclosure.

How you can contact us

Please contact if you would like to

- find out more about the way we manage personal information
- access your personal information held by Marsh
- provide details for Marsh to correct or update your personal information we hold
- complain about a breach of privacy by Marsh
- discontinue receiving information about our products or services; or
- advise us not to disclose your personal information to other organisations (including our own related companies).

The Privacy Officer
Marsh Pty Ltd
PO Box H176
Australia Square NSW 1215

ABN 86 004 651 512
Tel 02 8864 7688
Email privacy.australia@marsh.com



Introduction and General Information

This Manual is intended to provide a working summary of your current insurances. The details shown for the various policies are necessarily incomplete in detail and do not over-ride or alter the terms of the policies. The full terms and conditions are contained in the policy documents and it is essential that these be read carefully, with particular attention to the exclusions.

Should any doubt arise as to the scope of cover provided, please contact Marsh for an explanation.

As your Insurance Brokers, we are able to provide you with specialist services in the following areas:

- Effective claims management.
- Analysis, identification and evaluation of risks.
- Planning and maintenance of your insurance program.
- Employee Benefits, Superannuation Consulting and Funds Administration.
- Risk Management and loss control consulting.
- Property protection advisory services.
- Evaluation of contracts/tender documents for construction activities.

The following descriptions are consistent throughout all your policies **unless specifically advised within the appropriate section**. It is important that you notify us of any change to ensure that you are adequately protected.



Business Description

Principally authorised activities of the Girl Guides organisation including but not limited to leisure activities, adventurous activities, fund raising, charity work, community service, collection of materials for sale purposes and retail of goods, importers, ski-club operators, property owners and occupiers and all other occupations incidental to the Girl Guides trade or business.

Period of Insurance: From: 30 June 2011
 To: 30 June 2012, 4 p.m. Local Standard Time

Service Personnel

The Marsh personnel responsible for your account are:

Sue Vandersant <i>Senior Account Executive</i>	Telephone: (08) 8385 3620
	E-mail: susan.sampson@marsh.com
Rob Low <i>Manager - Speciality Services</i>	Telephone: (08) 8385 3588
	E-mail: robert.low@marsh.com

Our office details are:

Office Address	Level 5, 108 North Terrace, Adelaide SA 5000
Postal Address	GPO Box 2637, ADELAIDE SA 5001
Contact Numbers	Phone (08) 8385 3600
	Free call 1800 882 317
	Fax: (08) 8211 8785



Advice to Marsh of Changes and Developments

The following description of your business has been conveyed to Underwriters:

Principally authorised activities of the Guides organisation including but not limited to leisure activities, camping, tramping, fund raising, charity work, collection of materials for sale purposes and retailing of goods, importers, ski-club operators, property owners and occupiers and all other occupations incidental to the Guides trade or business.

It is important that you advise our office of any material alterations in the business or products or indeed any aspect which may have a bearing on the adequacy of your Insurance Program. Your Insurers have assessed and accepted the risks on the basis of the information given (particularly the above description) and any variation of these details could prejudice a claim.

In general terms, these alterations may include:

1. Acquisition of new companies and/or mergers or divestitures in which you are involved in Australia or overseas.
2. Purchase, construction or occupancy of new premises: vacation, temporary unoccupancy, demolition, extension or alteration of existing premises.
3. Increase in values in excess of insured limits for Buildings, Plant and Stock.
4. Substantial removal of stocks or equipment to other locations.
5. Contractual liabilities, including leases, hiring agreements and the like.
6. Hire, lease or borrowing of plant or equipment, charter of aircraft or waterborne craft.
7. Granting of indemnities or hold-harmless agreements.
8. Substantial changes in processes, occupancy, products, or extension of business operations.
9. Alterations, amendment to or disconnection of fire or burglary protection systems.
10. Proposed installation of pressure plant or new key machines.
11. If Fidelity Guarantee is insured, any alteration to the system of checks, supervision, audits and the like must be advised to Insurers immediately.
12. Any new Joint Venture.
13. Issuance of any shares, debentures, ADR's, etc; issuance of a prospectus or Information Memorandum; listing on a stock exchange; issuance of a public or private offering.

The agreements referred to in 5, 6 and 7 above often contain obligations which are not immediately obvious. It is important that these agreements be referred to us so that we may assess the extent of your liability and determine whether your policies provide adequate cover.

Building/Work

We would appreciate early advice of plans for new buildings or substantial alterations so that we may advise on suitable insurance and indemnity clauses to be included in the contract for your protection. We will also advise on the most economical approach to insurance and standards of protection and security.



Important Notices

These notices outline your rights and obligations in relation to entering into insurance contracts. It is essential that you read these notices carefully and advise your Client Executive immediately if you wish to make a further 'declaration' or have questions about general or policy specific* notices.

Disclosure

Your Duty of Disclosure - contracts of general insurance subject to the Insurance Contracts Act

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer,
- that are of common knowledge,
- that your insurer knows or, in the ordinary course of its business, ought to know, or
- as to which compliance with your duty is waived by the insurer.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Disclosure – Subsidiary & Associated Companies

Your Duty of Disclosure - Cover which is arranged for subsidiary and/or associated companies in addition to named insured's.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.



Essential Reading of Policy Wording

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise Marsh Pty Ltd in writing of any aspects which are not clear or where the cover does not meet with your requirements.

Change of Risk or Circumstance

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

mergers or acquisitions,
changes in occupation or location,
new products or services, or
new overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.

Subrogation

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party.

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

Un-named Parties

Most policy conditions will exclude indemnity to other parties (eg. mortgagees, lessors, principals, etc.) unless their interest is properly noted on the policy.

If you require the interest of a party other than the named insured to be covered, you must specifically request this.

Privacy Notice

Marsh Pty Ltd ("Marsh") and the insurers that Marsh place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of



political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

Marsh and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give Marsh or your Insurer personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

Where required you can access the personal information you provided to Marsh, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer
Marsh Pty Ltd
ABN 86 004 651 512
PO Box H176
Australia Square NSW 1215
Tel 02 8864 7688
Email privacy.australia@marsh.com

What should I do if I have a Complaint?

Contact us and tell us about your complaint. We have our own internal complaints handling procedure, a copy of which is available upon request. In the first instance you should address any concern or complaint to the Marsh representative servicing your account. Alternatively you may contact us either by e-mail: complaints.australia@marsh.com or telephone the Marsh Complaints Officer on (02) 8864 8888.

If your complaint is not resolved to your satisfaction, we will handle the matter under our internal complaints handling process. Either a manager of the business unit which is the recipient of the complaint &/or the Marsh Complaints Officer will investigate your complaint and take appropriate action. You will be advised within 15 working days of our decision. If the matter is complex and a longer period is required you will be informed.

We are a member of two external dispute resolution schemes. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the free consumer service offered by these schemes:

The Insurance Brokers Disputes Limited (IBD)

When Marsh is acting on your behalf as an insurance broker, you may be able to refer your complaint to IBD. IBD covers a range of policies including motor vehicle, home buildings and contents, sickness and accident, life, consumer credit, travel, personal and domestic property policies and small business pack policies.

If you have any query about whether your complaint can be handled by IBD, call 1800 064 169 or e-mail info@ibdLtd.com.au



The Insurance Ombudsman Service Limited (IOS)

When Marsh is acting for an insurance company, you may be able to refer your complaint to the IOS which is a national Scheme for consumers aimed at resolving disputes between insureds and their insurance companies or claimants who have a dispute with another person's insurance company in relation to motor vehicle property (ie third party claim). The Scheme also provides free advice and information about any general insurance matter.

If you have any query about whether your complaint can be handled by IOS, call 1300 78 08 08 or e-mail ios@insuranceombudsman.com.au

Claims made during the Period of Insurance

This policy provides cover on a "claims made" basis. This means that claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

Retrospective Cover

Some policies do not provide cover in respect of claims arising out of acts committed prior to any "Retroactive Date" specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

New South Wales Workers Compensation

Warning - this insurance does not include Workers' Compensation insurance. It is compulsory for employers to have Workers' Compensation insurance and this must be arranged separately.

If you are in any doubt regarding this notice as it applies to your policy please check with your contact in Marsh for assistance.

You must also ensure that your agents, employees, and contractors meet all of these requirements.

General Advice Warning

It is important that you understand and are happy with the policies Marsh can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.



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Public & Products Liability

Period of Insurance: From 30 June 2011
To 30 June 2012, 4.00pm Local Standard Time

Insured: Girl Guides Australia Incorporated
Girl Guides Association (New South Wales) t/as Girl Guides NSW & ACT
and Girl Guides Association of New South Wales
Girl Guides Association of Victoria t/as Girl Guides Victoria
Girl Guides Northern Territory Incorporated
Girl Guides South Australia Incorporated
Girl Guides Western Australia Incorporated t/as Girl Guides Western
Australia
Guides Queensland t/as Girl Guides Queensland
Girl Guides Association (Tasmania) t/as Girl Guides Tasmania
And Casual Hirers (as defined) of Guide Halls, Campsites and other
Guiding Facilities.

Limit of Liability:

Public Liability	\$20,000,000 any one occurrence
Products Liability	\$20,000,000 any one occurrence & in the aggregate
Casual Hire of Guide Halls, Campsites and Guiding Facilities	\$10,000,000 Public any one occurrence \$10,000,000 Products any one occurrence in the aggregate any one period.
Sexual Molestation in Respect of any Actual or Alleged Sexual Molestation	\$1,000,000 any one claim (costs inclusive) \$5,000,000 in the annual aggregate (costs inclusive)

Geographical Limit: Anywhere in the world except the United States of America and Canada where this Policy will only apply in respect of product exported into those countries and or travelling Directors and Employees who are non-residents in such countries.

**Deductible:**

Trefoil Activities	\$2,500 any one occurrence
Casual Hire of Guide Halls, Campsites and Other Guiding Facilities	\$1,000 any one occurrence in respect of Property Damage claims
All Other Claims subject to an annual aggregate of \$100,000	\$25,000 each and every claim but
Should the annual aggregate be exceeded, the primary deductible shall reduce to:-	\$500 each and every loss in respect of Property Damage claims. Nil in respect of Personal Injury claims

Special Conditions:

Extensions:

- Watercraft up to 8 metres in length
- Property in the care, custody or control of the Insured \$250,000
- Use of campsites by Guides, family and friends in private capacity, excluding use of flying fox, hi-lo ropes and watercraft, unless supervised by Guide Leaders.
- It is hereby noted that Casual hire of Guide Halls, Campsites and Guiding Facilities are covered as per the following conditions;

Casual hire is considered to be Private individuals hiring a Guide Hall, Campsite or other Guiding Facility:

For overnight and casual accommodation usage, provided **approved Girl Guides Australia application form** has been completed and their terms, conditions & guidelines have been agreed to.

As a location to hold a one-off function such as - Wedding Receptions, Anniversaries, Birthday and Other Parties, Christenings, Receptions and Reunions as a regular location for casual hobby activities with no services and/or products provided, nor fees collected by person(s) involved with group, such as: art groups, scrapbooking groups, philatelist groups.

Casual hire does not cover;

A Third Party Hirer that provides a service and/or product for financial reward or fee.

A Third Party Hirer who should hold their own Public Liability Insurance as a business or not for profit organisation.

- Malpractice in regards to administering first aid

**Additional Exclusions:**

- Known offender Molestation/Sexual Abuse Exclusion.
- The organisation of and/or participation in motor races, rallies and like events
- Liability arising out of or in connection with cave diving, potholing or white water rafting.
- Liability arising out of or in connection with 'air activities' which are noted to include gliding/soaring, hot air ballooning, aircraft, flying, parachuting, parasailing, parascending, indoor sky diving, cable hang gliding.
- Excludes Contractual Liability.
- Excludes Sub contractors Liability.
- Policy does not extend to cover members of the World Association of Girl Guides & Girl Scouts whilst in Australia.

Special Note:

In respect of the excluded activities, it may be possible to include specific events or activities, by special application.

Full details should be forwarded to Girl Guides Australia at least four (4) weeks prior to the proposed activity.

For the purposes of this policy "The Insured" means

- (a) The Named Insured stated in the Schedule
- (b) All subsidiary companies of the Named Insured now existing or hereinafter acquired or coming into existence whose place of incorporation is in Australia
- (c) All Subsidiary Boards, Associations and Committees of the Named Insured
- (d) All Directors, The Chief Commissioner, Commissioners, Executive Officers, Employees, Partners, Shareholders, Committees and Sub Committees and their respective Members, Office bearers, Officers, Volunteers, all whilst acting with the authority of The Insured named in the Schedule or any organisation or person listed in (b) and (c) and within the scope of their authorised duties in such capacity
- (e) All Association members, Guides, Instructors and Leaders and the like, all whilst acting with the authority of The Insured named in the Schedule or any organisation or person listed in (b), (c) and (d) and within the scope of their authorised duties in such capacity
- (f) Any principal, in respect of the liability of such principal arising out of the performance by the Named Insured or any organisation or person listed in (b), (c), (d) and (e) of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement



- (g) Any organisation or person, in respect of the liability of such organisation or person arising out of the use or occupancy by The Insured named in the Schedule of any land, property or buildings, where such land, property or buildings is/are being used by The Insured named in the Schedule for the activities of The Insured including but not limited to Guide halls and camps, promotional and fund raising activities
- (h) The Named Insured, stated in the Schedule, in respect of any joint ventures entered into with Scouts Australia, subject always to the terms and conditions of the policy
- (i) Any office bearer or member of unincorporated social or sporting clubs, welfare and child care facilities formed with the consent of The Insured listed in the Schedule
- (j) Any employee, in respect of private work undertaken by them for the Insured named in the Schedule or any Commissioner or Chief Executive, where authorised by the Insured named in the Schedule or any Commissioner or Chief Executive
- (k) Any person whether parent, relative, friend or volunteer of any of the Named Insured (other than those listed under (f) and (g) above) or otherwise whilst acting on behalf of and with the consent of any of the Named Insured (other than those listed under (f) and (g) above) in respect of activities under the auspices and/or control of The Insured

Endorsements:	Terrorism Exclusion Endorsement
Policy Wording:	Ansvar Insurance Limited General Public & Products Liability Policy AUSPOLGPL 230410 Version 2.2
Insurer:	Ansvar Insurance Limited
Policy Number:	01.080.0403545



3

Excess Liability

Period of Insurance: From 30 June 2011
To 30 June 2012, 4.00pm Local Standard Time

Insured: Girl Guides Australia Incorporated
Girl Guides Association (New South Wales) t/as Girl Guides NSW & ACT
and Girl Guides Association of New South Wales
Girl Guides Association of Victoria t/as Girl Guides Victoria
Girl Guides Northern Territory Incorporated
Girl Guides South Australia Incorporated
Girl Guides Western Australia Incorporated t/as Girl Guides Western
Australia
Guides Queensland t/as Girl Guides Queensland
Girl Guides Association (Tasmania) t/as Girl Guides Tasmania

For the purposes of this policy "The Insured" means

- a) The Named Insured stated in the Schedule
- b) All subsidiary companies of the Named Insured now existing or hereinafter acquired or coming into existence whose place of incorporation is in Australia
- c) All Subsidiary Boards, Associations and Committees of the Named Insured
- d) All Directors, The Chief Commissioner, Commissioners, Executive Officers, Employees, Partners, Shareholders, Committees and Sub Committees and their respective Members, Office bearers, Officers, Volunteers, all whilst acting with the authority of The Insured named in the Schedule or any organisation or person listed in (b) and (c) and within the scope of their authorised duties in such capacity
- e) All Association members, Guides, Instructors and Leaders and the like, all whilst acting with the authority of The Insured named in the Schedule or any organisation or person listed in (b), (c) and (d) and within the scope of their authorised duties in such capacity



- f) Any principal, in respect of the liability of such principal arising out of the performance by the Named Insured or any organisation or person listed in (b), (c), (d) and (e) of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement
- g) Any organisation or person, in respect of the liability of such organisation or person arising out of the use or occupancy by The Insured named in the Schedule of any land, property or buildings, where such land, property or buildings is/are being used by The Insured named in the Schedule for the activities of The Insured including but not limited to Guide halls and camps, promotional and fund raising activities
- h) The Named Insured, stated in the Schedule, in respect of any joint ventures entered into with Scouts Australia, subject always to the terms and conditions of the policy
- i) Any office bearer or member of unincorporated social or sporting clubs, welfare and child care facilities formed with the consent of The Insured listed in the Schedule
- j) Any employee, in respect of private work undertaken by them for the Insured named in the Schedule or any Commissioner or Chief Executive, where authorised by the Insured named in the Schedule or any Commissioner or Chief Executive
- k) Any person whether parent, relative, friend or volunteer of any of the Named Insured (other than those listed under (f) and (g) above) or otherwise whilst acting on behalf of and with the consent of any of the Named Insured (other than those listed under (f) and (g) above) in respect of activities under the auspices and/or control of The Insured

Limit of Liability:

Public Liability	\$30,000,000 any one occurrence in excess of \$20,000,000 any one occurrence
Products Liability	\$30,000,000 any one occurrence and in the annual aggregate in excess of \$20,000,000 any one occurrence and in the aggregate

Territorial Limit: As defined in the Underlying Insurance Policy

Exclusions: Care, Custody, Control
Casual Hire of Guide Halls, Camps and Facilities
Sexual Molestation

Special Conditions: Excludes any coverage which is subject to a sub-limit in the primary policy.

Other special exclusions and cover restrictions in primary policy also apply to Excess Liability policy.



Policy Wording: QM289
Insurer: QBE Insurance (Australia) Limited
Policy Number: 60A002813EXL



Not For Profit Organisation Liability

Period of Insurance: From 30 June 2011
To 30 June 2012, 4.00pm Local Standard Time

Insured: Girl Guides Australia Incorporated
Girl Guides Association (New South Wales) t/as Girl Guides NSW & ACT
and Girl Guides Association of New South Wales
Girl Guides Association of Victoria t/as Girl Guides Victoria
Girl Guides Northern Territory Incorporated
Girl Guides South Australia Incorporated
Girl Guides Western Australia Incorporated t/as Girl Guides Western
Australia
Guides Queensland t/as Girl Guides Queensland
Girl Guides Association (Tasmania) t/as Girl Guides Tasmania

Limit of Liability:

Each Loss	\$5,000,000
Each Policy Period	\$5,000,000

Note: The limits of liability and any deductible amount are reduced or exhausted by Defence Costs.

Deductible:

(a) Non-Indemnifiable Loss:	NIL
(b) Indemnifiable Loss other than Loss on account of any Claim based upon, arising from or in consequence of Employment Practices:	NIL
(c) Indemnifiable Loss on account of any Claim based upon, arising from, or in consequence of Employment Practices:	\$10,000



Policy Exclusions:	Pending or Prior Litigation Exclusion (30 June 2002) Educators Errors and Omissions Exclusion Absolute Bodily Injury & Property Damage Exclusion with EPL carve-back Sexual Behaviour Exclusion Medical Incident Exclusions
Policy Endorsement:	Extended Reporting Period – 90 days at 25% expiring premium
Policy Wording:	CICA 0-800 (Ed. 10/02)
Insurer:	Chubb Insurance Company of Australia Limited
Policy Number:	93290544



Aviation Non Ownership Liability

Period of Insurance: From 30 June 2011
To 30 June 2012, 4.00pm Local Standard Time

Insured: Girl Guides Australia Incorporated
Girl Guides Association (New South Wales) t/as Girl Guides NSW & ACT
and Girl Guides Association of New South Wales
Girl Guides Association of Victoria t/as Girl Guides Victoria
Girl Guides Northern Territory Incorporated
Girl Guides South Australia Incorporated
Girl Guides Western Australia Incorporated t/as Girl Guides Western
Australia
Guides Queensland t/as Girl Guides Queensland
Girl Guides Association (Tasmania) t/as Girl Guides Tasmania

Geographical Limits: Anywhere in Australia.

Limit of Liability: Limit of legal Liability arising out of an occurrence

Section 1	Legal Liability for Loss of or Damage to Aircraft	\$250,000
Section 2	Legal Liability to Third Parties &	Combined Single Limit \$5,000,000
Section 3	Legal Liability to Passengers	

Standard Uses: Commercial

Pilot Warranty: Pilots (other than named Pilots) –
Duly licensed pilots employed and/or engaged by the Aircraft
Owner and/or Operator.

Aircraft: Aircraft & Gliders not your own, which you Charter, Hire or use.
(excluding helicopters and hot air balloons).

Maximum Passenger Seats: 5

Important Note : Cover for gliders is provided subject to no operational control of the
gliders by the Insured.

**Deductible:**

Each and every claim in respect of Section 1
each and every occurrence

\$2,500

Endorsements:**Asbestos Exclusion Clause**

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of :

1. the actual, alleged or threatened presence of or exposure to asbestos in any form whatsoever, or
2. any obligation, request, demand, order, or statutory or regulatory retirement that any Insured or others test for, monitor, clean up, remove, contain, threat, neutralize, protect against, indemnify for any costs or damages relating to or in any way respond to the actual, alleged or threatened presence of asbestos in any form whatsoever.

Notwithstanding any other provisions of this Policy, the company will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraph (1) or (2) hereof.

All other terms and conditions of the Policy remain unchanged.

Non Ownership Liability Hull Sublimit

The limit of liability under Section 1 of this Policy is a sub-limit within the overall Limit(s) stated on the Schedule for Sections 2 and 3 combined, and not in addition thereto.

The terms, exclusions, conditions and definitions of the Policy continue to apply unless inconsistent with this endorsement. In the event of and to the extent of such inconsistency this endorsement shall take precedence.

Date Recognition Exclusion Clause (QBE 2000A)

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time.
whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or

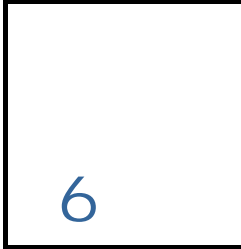


decision of the Insured or of any third party related to any such change of year, date or time;
and any provision in this Policy concerning any duty of the Company to investigate or defend claims shall not apply to any claims so excluded.

Policy Wording: QBE Aviation Aircraft Non-Ownership Liability Insurance Policy AP342 (12/01)

Insurer: QBE Aviation – QBE Insurance (Australia) Limited

Policy Number: 05Q400013912



Corporate Travel

Period of Insurance: From 30 June 2011
To 30 June 2012, 4.00pm Local Standard Time

Insured: Girl Guides Australia Incorporated
Girl Guides Association (New South Wales) t/as Girl Guides NSW & ACT
and Girl Guides Association of New South Wales
Girl Guides Association of Victoria t/as Girl Guides Victoria
Girl Guides Northern Territory Incorporated
Girl Guides South Australia Incorporated
Girl Guides Western Australia Incorporated t/as Girl Guides Western
Australia
Guides Queensland t/as Girl Guides Queensland
Girl Guides Association (Tasmania) t/as Girl Guides Tasmania

Insured Persons: All Directors and Employees of the Guides accompanying spouses / partners and dependant children, all contract workers, volunteers and members of State or National Associations.

Operation of Cover: The insurance under this Policy shall only apply whilst an insured person is engaged in a Journey that involves a destination beyond 50 kilometres including associated private or holiday travel for all Insured Persons and the duration of the Journey will be less than 180 days from the date of commencement of the Journey.

Journey means any journey which:

1. commences during the Period of Insurance;
2. is undertaken on Your behalf for a business purpose;
3. is authorised by You;
4. begins and ends in the Insured Person's Country of Residence;
- &
5. does not exceed one hundred and eighty (180) days.

A Journey includes associated holiday travel for all Insured Persons and all overseas leisure travel for Your Directors, Chief Financial Officer, Chief Executive Officer, Chief Operating Officer, Company Secretary and their accompanying Relatives if they are Insured Persons.



A Journey commences at the time the Insured Person leaves the Insured Person's normal place of residence or work, whichever is the place of departure for the Journey, and ends at the time the Insured Person returns to the Insured Person's normal place of residence or work, whichever occurs first.

A Journey does not include any normal commutation travel between the Insured Person's normal place of residence and normal place of work.

Age Limit:

The Insured Person must be under eighty-five (85) years of age.

Aggregate Limits of Liability:

SECTION 1 - Personal Injury	(i) Any one Accident or Occurrence	\$10,000,000	
	(ii) Non Scheduled Air Travel	Single-engine	\$400,000
		Multi-engine	\$400,000
		Helicopter	\$400,000
SECTION 11 - Extra Territorial Workers Comp		\$500,000	
SECTION 12 - Kidnap-Ransom & Extortion		\$250,000	
SECTION 13 - Political Evacuation & Natural Disaster Expenses		\$100,000	

Deductible:

Temporary Total Disablement Weekly Benefits - Injury	7 days
Portable Business Equipment	\$250 per claim

Schedule Of Benefits: (Each Insured Person)

Section 1: Personal Injury	
Event 1 Death	\$250,000
Event 2 Permanent Total Disablement	\$250,000
Event 3-19 Other Permanent Disablement	\$250,000
Event 20 Temporary Total Disablement	85% Of Income To A Max. Of \$500
Spouse/Partner	
Event 1 Death	\$250,000
Event 2 Permanent Total Disablement	\$250,000
Events 3-19 Other Permanent Disablement	\$250,000
Event 20 Temporary Total Disablement	85% Of Income To A Max. Of \$500
Dependant Children	
Event 1 Death	\$20,000
Event 2 Permanent Total Disablement	\$250,000
Event 3-19 Other Permanent Disablement	\$250,000
Event 20 Temporary Total Disablement	Not Insured



Section 2: Medical Expenses	
Sum Insured	Unlimited
Section 3: Emergency Medical Evacuation	
Sum Insured	\$1,000,000
Section 4: Repatriation Of Mortal Remains	
Sum Insured	\$50,000
Section 5: Cancellation / Curtailment / Additional Expenses	
Sum Insured	Unlimited
Section 6: Personal Liability	
Sum Insured	\$5,000,000
Section 7: Luggage, Personal Effects, Travel Documents, Money & Credit Cards	
Luggage, Personal Effects, Travel Documents, Money & Credit Cards	\$10,000
Specified Items:	
Money & Credit Cards	\$5,000
Portable Business Equipment	\$5,000
Section 8: Alternative Employee Or Resumption of Assignment Expenses	
Sum Insured	Not Insured
Section 9: Rental Vehicle Collision Damage & Theft Excess Cover	
Sum Insured	\$3,000
Section 10: Missed Transport Connection	
Sum Insured	\$2,000
Section 11: Extra Territorial Workers Compensation	
Weekly Benefit	\$500
Common Law	\$500,000
Section 12: Kidnap, Ransom & Extortion	
Insuring Clause 1	\$250,000
Insuring Clause 2	\$250,000
Insuring Clause 3	\$250,000
Section 13: Political Evacuation & Natural Disaster Expenses	
Sum Insured	\$10,000
Section 14: Corporate Traveller's Family Assistance	
Sum Insured	Refer To Policy

**Endorsements:****Domestic Help Cover Extension**

It is hereby noted and agreed that in respect of Non Income Insured Persons, the coverage afforded is extended to include Domestic Help as follows:

DOMESTIC HELP (NON-INCOME EARNERS)

Should the Insured Person be a Non-Income Earner prior to sustaining Accidental Bodily Injury the Compensation payable under Event 20 and or 21 (Weekly Injury Benefit) shall be limited to 85% of the actual cost of domestic help, including childcare and outdoor household activities, certified as necessary by a Physician subject to a maximum of \$500 per week not exceeding 104 weeks for any one event, subject to the Deductible Amount stated in The Schedule. Provided that the Domestic Help is performed by a person who is not a Relative of the Insured Person.

Policy Wording:

Chubb Corporate Travel insurance Product Disclosure Statement and Policy Wording CTIP 0107

Insurer:

Chubb Insurance Company of Australia

Policy Number:

93112929



Reporting Procedures

For premium calculation purposes and in maintaining policy control on whether coverage and amounts of insurance are adequate it is essential that reporting procedures are undertaken for the following classes of insurance at the appropriate intervals.

Public Liability/Products Liability

Annually upon policy renewal a declaration of actual member and hall numbers for the preceding year and an estimate for the ensuing year.

Not for Profit Organisation Liability

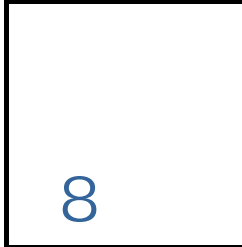
Annually upon policy renewal a proposal form needs to be submitted with the most recent annual reports and financial statements

Aviation

Annually upon policy renewal a declaration of flying hours for the preceding year and an estimate of the turnover for the ensuing year.

Travel

Annually at the time of policy renewal, an estimation of the insured overseas/ interstate/ intrastate journeys in the coming 12 months and destination/ duration information.



Claims Procedures

To ensure that claims are settled quickly and adequately there are certain procedures which should be followed.

1. Advise Marsh immediately an event has occurred which may give rise to a claim under one of your policies.
2. Please use the proper claim form, ensure that all relevant questions are answered, **clearly identify your company and/or division name** and attach any relevant documents to support the claim, if available. Do not delay reporting the loss.
3. In regard to claims which relate particularly to:
 - Third Party claims against you e.g. Public Risk, Products Liability

Do not incur any expense by litigation or agreement, or admit liability verbally or in writing, otherwise you may prejudice your claim.

Any Summons, Writ or other legal demand must immediately be directed to the Insurance Company under cover of your letter via Marsh.

Insurance Companies have undertaken to accept the risks you have insured against, and it is their responsibility to accept or reject liability.

4. Notify the police if a crime has been committed.
5. Apart from assisting the police, be careful of making statements to persons who may not be acting for your Insurer.
6. For large claims, we suggest you appoint one executive to manage the claim.
7. Observe requirements for specific classes of insurance set out on the following pages.



Public Liability and Products Liability Claims

(Claims occurring Policies)

No admission of liability or any promise to pay is to be made by you to any other person/ party (known as the Third Party).

Upon the happening of any incident/accident likely to give rise to a claim, the following points must be noted:

1. All reasonable steps should be taken following an accident or loss to protect the person or property from any further injury.
2. Obtain all details you can:
 - of the incident;
 - of the Third Party;
 - of any witnesses.

and complete an incident report bearing in mind the following:

Be Discreet - Ensure all relevant information is noted regarding the incident, however do not complete the Incident Report in front of the injured person. This may signal that an insurance claim may be possible.

Be Specific - Remember, the report you write will be forwarded to your insurer for assessment and evaluation purposes and may be admitted as evidence in Court. Be specific and comprehensive in your detail.

Provide Full Details - Detail (no matter how trivial it may seem at the time), is the **most essential component of your report**. In most instances, if the claim ever reaches the courtroom stage, it may be many years down the track. Nobody will then remember the specifics unless **you** write them down at the time of the report.

If a written or verbal demand is made on you, or you think is likely to be made on you, please advise us immediately of the particulars, Normally Insurers will not treat an incident as warranting further investigation unless the Third Party has forwarded a letter of demand/ legal proceeding to you holding you responsible and substantiating any damages claimed.

Such documents, together with a Statement of Claim from you setting out the circumstances involved are to be forwarded to Marsh Pty Ltd.

Any Third Parties making subsequent demands for reimbursement should be referred to your Insurers who will negotiate settlement with the Third Party.



Not for Profit Organisation Liability

(Claims Made Liability Policies)

Whilst the procedures for 'Claims Occurring' policies should also be followed for 'Claims Made' policies, the difference between the two types of policies is that for Claims Made policies the claims need to be made against you and be notified to the insurer within the period of insurance in which the claim first came to your knowledge.

However you must also give the insurer notice of any *circumstance or possible circumstance*, that may give rise to a claim against you, immediately you become aware of those facts, and during the period of insurance, even though at that point there is no specific claim. The policy for the period when the circumstance was notified will respond regardless of the fact that no *claim* was actually made against you until a later date. Be aware however, if you lodge a claim in a later insurance period to the one in which you first received details of a 'possible circumstance' then the claim may be rejected.

Corporate Travel Claims

1. Emergencies

Identification Cards have been issued to identified overseas travellers and should be carried whilst travelling. These cards contain a telephone number for emergency assistance. The service includes:

- Medical Insurance verification.
- Payment guarantees to hospitals.
- Emergency Medical Advice (24 hours per day).
- Case Management if hospitalised.
- Cost containment and control.
- Hospital discharge planning.
- Arrangement of evacuation home.

2. Non-Emergencies

A claim form should be prepared and sent to Marsh Pty Ltd as soon as possible.

Overseas travellers must report losses to the local police or responsible officer of any aircraft or vessel on which he/she is travelling.

Claims - All Other Classes

Please advise Marsh Pty Ltd as soon as any potential claim is known to you. We will arrange the appropriate documents etc. in conjunction with your office and the Insurer concerned.



Major Uninsured Risks

The following types of insurance have not been purchased as part of your insurance program, but as your activities are continually changing these risks should be reviewed regularly to ensure that you have sufficient cover.

This list is not exhaustive, so if you are aware of any risks which are uninsured, or you would like a broader definition, please contact Sue Sampson.

ASSETS

DISCLAIMER	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.		

1.1 CORE POLICIES

Boiler and Pressure Vessel

Covers loss or damage due to explosion or collapse of boilers and pressure vessels (which require certification).

N/A	19/04/2011
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Computer Crime

Covers direct loss arising from fraudulent third parties (excludes employee acts) accessing the insured’s computer systems, communications systems (including Internet) and all funds transfer networks. Cover applies to funds, electronic data and electronic media.

Extensions can include virus, malicious destruction, electronic securities at Central Depositories and PABX phone systems and consumer voice based transfer systems.

N/A	19/04/2011
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Contract Works

Typical the policy covers:

- physical loss or damage to construction works and material to be used in the construction whilst in transit and on or adjacent to the construction site;
- legal liability for any injury or damage to third parties arising out

N/A	19/04/2011
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DISCLAIMER Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
<p>of the insured construction and maintenance operations.</p> <p>As an option, the policy can be extended to insure advance loss of anticipated future income.</p>		
<p>Fidelity Guarantee (also see Crime) This is a limited Crime policy. It covers theft or misappropriation of “negotiables” by employees. The risk is not covered under standard property insurance policies.</p>	Low Risk	19/04/2011
<p>General Property (also known as Special Risks) Covers loss of or damage to specified property normally of a specialised nature which is not covered under a fire or industrial special risks policy.</p>	N/A	19/04/2011
<p>Goods in Cold Storage To cover refrigerated stock against loss or damage directly due to:</p> <ul style="list-style-type: none"> ▪ a rise or fall in temperature of a refrigerated chamber as a direct result of specified risks, and: ▪ contamination due to the accidental escape of refrigerant gas or liquid into the refrigerated chambers <p>This type of can sometimes be obtained as an extension to either a machinery breakdown or industrial special risks policy.</p>	N/A	19/04/2011
<p>Marine Cargo & Transit Covers loss or damage to goods whilst in transit and can include loading, unloading and incidental storage risks.</p> <ul style="list-style-type: none"> ▪ Inland - Covers loss of and damage to goods and merchandise whilst in transit within Australia. ▪ Overseas - Covers loss of and damage to goods and merchandise whilst in transit to and from Australia. 	N/A	19/04/2011
<p>Marine Hull To cover watercraft against physical loss or damage.</p>	N/A	19/04/2011
<p>Motor Vehicle Covers registered motor vehicles and mobile equipment for loss or damage resulting from an Insured peril/risk. In addition, the policy covers the Insured's legal liability for loss or damage to property of third parties, arising out of the use of the vehicle. Third party bodily injury is the subject of a separate Compulsory Third Party (CTP) policy. CTP cover is available in different ways in different states of Australia.</p>	N/A	19/04/2011

1.2 OTHER SPECIALIST POLICIES

Fine Arts Risk

Covers loss of or damage to fine art and curios whilst on display,



DISCLAIMER	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.		

exhibition or in transit.

N/A

19/04/2011

PROTECTION OF INCOME & EXPENSES

DISCLAIMER	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.		

2.1 CORE POLICIES

Accounts Receivable

Compensates for amounts owing from customers (provided the insured cannot collect) as the direct result of loss or damage by an insured peril to records of accounts receivable contained at the insured's premises.

N/A

19/04/2011

Commercial Legal Expenses / Intellectual Property

Reimbursement of costs arising from the need to take legal advice or to defend or pursue legal actions in cases of contractual disputes, employment disputes, criminal prosecution, patents, copyrights, registered designs, trade marks or action under the Trade Practices Act.

N/A

19/04/2011

Computer Breakdown / Business Interruption

Covers the subsequent financial loss as a result of interruption to the business as a result of physical loss or damage including mechanical or electrical breakdown to computing equipment.

N/A

19/04/2011

Credit

To cover losses due to insolvency of Companies or customers who are unable to honour their debts.

N/A

19/04/2011

Machinery Business Interruption

To cover loss of income and increased costs resulting from damage by a peril insured under a Machinery Breakdown policy due to manufacturing downtime.

N/A

19/04/2011

Malicious Product Tamper (MPT) / Accidental Contamination (AC)

MPT provides cover for recall costs, lost net profits, extra expenses and consultants fees in the event of actual or alleged contamination of a company's product. The policy is triggered by the actual or threatened intentional, malicious and illegal alteration or contamination of a product so as to render it unfit for the use for which its was intended, or to create such an impression to the public.

N/A

19/04/2011

AC provides coverage for any accidental or intentional



DISCLAIMER Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
contamination, impairment or mis-labelling of products or any fault in manufacture, design, specification or performance, or any government ordered recall of such products provided that use or consumption of the contaminated products has resulted or may result in bodily injury, sickness, disease or death.		
Product Recall Covers specified costs and expenses incurred by the Insured associated with the recall of products sold and distributed where as a result of the design, formulation or manufacture of the product, it is apparent their use or consumption has or may result in bodily injury or property damage.	N/A	19/04/2011
2.2 CONSTRUCTION		
Advanced Profits/ Rentals Covers consequential loss of net profit and fixed costs/ rentals resulting from delay of a project due to an insured peril.	N/A	19/04/2011
Contract Penalties/Liquidated Damages Covers penalties under contract for delay in completion of a contract on schedule.	N/A	19/04/2011
2.3 OTHER INDUSTRY SPECIFIC		
Contract Bonding Insurance The insurance of performance bonds, retention bonds and others appropriate to contracts. Also security bonds to customs authorities.	N/A	19/04/2011
Event Cancellation Covers event planners of meetings, trade shows, conventions and seminars against cancellation due to risks beyond their control such as adverse weather, strikes, physical damage to show facilities and power outages. Protection against loss of revenues can apply in the event of cancellation, curtailment, postponement, abandonment, non-appearance of principal speaker, with extra expense and penalties cover for failure to vacate.	N/A	19/04/2011
Forged Share Transfer Covers loss as a result of the fraudulent issue of share documents arising out of the operation of a Share Register.	N/A	19/04/2011
Product Contamination/or Accidental Product Contamination Covers costs associated with accidental contamination, impairment or mis-labelling of product during production or manufacture; product recall expense; reimbursement of expenses to recall products manufactured, including advertising, transportation and replacement product.	N/A	19/04/2011



DISCLAIMER	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.		

Product Guarantee

Covers costs of removal, recovery, repair, alteration treatment or replacement of any product or part which fails to perform the function for which it was designed, manufactured or sold. The insurance can be extended to cover financial loss which is incurred by customers or third parties due to the failure of the product to perform the function for which it was supplied.

N/A	19/04/2011
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2.4 OTHER FINANCIAL

Crisis Management/ Contingency Expenses

Covers the cost of crisis management and containment expenses from professional advisors selected by the insurer and following a loss under a CGL or in some cases Crime/D&O policies.

N/A	19/04/2011
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Taxation Audit Expenses

Covers professional fees charged by your Accountant in connection with a Taxation Office Audit, including costs in obtaining expert advice. The law limits of these policies means they are essentially direct at smaller sized businesses.

N/A	19/04/2011
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LIABILITY

DISCLAIMER	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.		

3.1 CORE POLICIES

Environment Impairment (EIL)

There are numerous forms of annual, specialist industry and project specific covers available in the market from providing cover against the costs of off site clean up of contaminants and on and off site third party bodily injury and property damage, to asbestos and lead abatement liability.

N/A	19/04/2011
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Errors and Omissions

Errors and omissions liability insurance products involve a broad spectrum of risk, they are generally designed to indemnify the insured for an alleged wrongful act, error or omission in the conduct of the insured's business. Cover is usually customised to the specific needs of the buyer with careful thought given to the insured's business activities and other factors influencing their risk profile.

N/A	19/04/2011
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Legal Expenses

Covers expenses in:

Self Insured	19/04/2011
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DISCLAIMER Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
<ul style="list-style-type: none"> ▪ pursuing or defending an action arising from disputes with customers or suppliers for the sale, purchase, hire or supply of goods; or services; ▪ defending employment contract actions brought against clients by their employees; ▪ defending any criminal prosecution made against the company, its directors or employees. 		
Professional Indemnity Covers the legal liability arising from breach of professional duty by reason of any negligent act, error or omission, committed or alleged to have been committed by: <ul style="list-style-type: none"> ▪ the insured; ▪ the professionally qualified staff in the insured's direct employ engaged in a professional capacity; ▪ persons engaged in work under the direct supervision or control of the insured or the insured's professionally qualified staff. 	Not Required as Staff are not professionally qualified.	19/04/2011
Statutory Liability Insurance Covers the fines, and costs and expenses related to fines, imposed as a result of an innocent breach of the many Acts which control company operations.	N/A	19/04/2011
Trustees Liability/Superannuation Trustees Liability Trustees, both individual and corporations, may be covered for alleged breaches of fiduciary obligations.	N/A	19/04/2011
3.2 OTHER INDUSTRY SPECIFIC		
Airport Operator's Liability Covers third party liability which arises out of the ownership, maintenance or operation of registered aircraft landing areas.	N/A	19/04/2011
Aviation Hull Liability Compensates for the liability incurred by aircraft hulls including passenger liability arising from the operation of aircraft.	Non Owned Aircraft Liability Covered including some Hull Cover	19/04/2011
Customs and Payment Bonds Covers liability under the Customs and/or Excise Act as amended.	N/A	19/04/2011
Hangar keepers Liability Legal liability to third parties for bodily injury or property damage, including damage to aircraft in the Insured's care, custody or control, which occurs in or about the premises or in the	N/A	19/04/2011



DISCLAIMER Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
performance of their occupation of hanger keepers.		
New South Wales - Top-Up Provides increased benefits payable under the Workers' Compensation Act Table of Maims for certain industries.	N/A	19/04/2011
Patent Liability Patent exposure is two-sided: <ul style="list-style-type: none"> ▪ companies may intentionally or unintentionally infringe on an existing patent by wrongfully using a patented product or process. If infringement does occur, the rightful patent owner may sue the company seeking an injunction to stop further infringing activity and compensation for financial loss which results from the infringement. Insurance can be purchased for this exposure. ▪ companies may also face patent exposure as a patent holder. The unauthorised use of patents by third parties may result in loss to the patent holder of potential revenue which could have been derived through licensing the patented item. If a company feels that its patent has been infringed, it may want to bring litigation as a plaintiff. This so-called "offensive" exposure is that of a watchdog: companies must guard against third parties' infringement. Offensive patent insurance can be purchased on a limited basis to cover litigation costs. 	N/A	19/04/2011
Real Secure Was developed for property developers, owners and managers and can apply to all operations. the policy is designed to help bridge gaps in the following classes of policy: <ul style="list-style-type: none"> ▪ directors and officers ▪ professional liability ▪ contingent pollution liability ▪ employment practices liability 	N/A	19/04/2011
Victorian WorkCare – Deductible Buy-Back This cover is available from the Accident Compensation Commission at an additional levy.	N/A	19/04/2011
Victorian Building Act In 1993 the Victorian government introduced compulsory professional indemnity insurance for all building practitioners under the Building Act 1993 Section 135. This cover is to be more equitable and efficient in protecting consumers in the building sector by providing some certainty of financial recovery in the event of successful claims. Minimum specifications have been set for both coverage and the policy limits under the Ministerial Order. Building practitioners are defined as: <ul style="list-style-type: none"> ▪ building surveyors, ▪ building inspectors, 	N/A	19/04/2011



DISCLAIMER Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
<ul style="list-style-type: none"> ▪ quantity surveyors, ▪ civil engineers, ▪ mechanical engineers, ▪ electrical engineers, ▪ drafts person including building designers (architectural), ▪ building designers (interior) and ▪ building designers (services) and architects. 		

PEOPLE

DISCLAIMER Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
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4.1 CORE POLICIES

Disability (Personal Accident & Sickness)

Cover loss of income as a result of sickness and accident for individuals that are unable to perform the major portion of their normal occupation.

N/A	19/04/2011
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Expatriate Health Cover

Covers medical, hospital, dental, optical and ancillary expenses for expatriates living overseas and in Australia (subject to certain restrictions) whilst on temporary visits.

N/A	19/04/2011
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Extortion, Bomb Threat, Kidnap and Ransom

Covers reimbursement of kidnap or extortion payments as well as reasonable fees and expenses incurred for use of an independent negotiator or consultant. Interest cost on loans or ransom payments and travel, accommodation expenses may also be covered.

Partially Covered Under Corporate Travel	19/04/2011
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Extra Territorial Workers Compensation

Covers the workers compensation liability in respect of managerial, clerical, sales and white collar technical personnel (whose normal place of employment with the insured is within any of the states or territories of Australia where the Insured maintains Workers' Compensation insurance) whilst such personnel are temporarily working elsewhere than in their state of domicile and sustain personal injuries or occupational disease including death resulting there from.

Liability for weekly benefits and Common Law claims have low limits. Some policies limit cover to other Australian states while others cover worldwide.

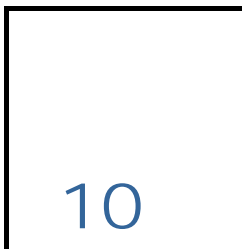
Partially Covered Under Corporate Travel	19/04/2011
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DISCLAIMER Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
Where employment outside the normal state of domicile/employment, is for a protracted period, a "local" workers compensation policy should be effected. This also applies to overseas work sites where the local laws require a local policy.		
Group Personal Accident Covers a nominated group of individuals for a specified benefit against loss of limbs and disablement. The benefits are payable to the company or association purchasing the cover.	N/A	19/04/2011
Journey Injury Cover The Insurance of employees engaged in direct travel between the boundaries of their normal residence and place of work in some states is excluded under current workers compensation legislation. This exposure can be covered under a separate policy.	N/A	19/04/2011
Key Man Insurance Policies provide funds to reimburse a company for loss of income upon death or disability of a senior executive, key persons or directors. Cost of acquiring a suitable replacement or to reimburse the company in the event of an executive's death may be covered.	N/A	19/04/2011
Salary Continuance Pays an income benefit when an employee is unable to work due to illness or injury. Benefits can be paid to age 65. Premiums are tax deductible to employer and do not attract FBT. A cost effective and highly valued employee benefit.	N/A	19/04/2011
Superannuation Provision of programs that simplify administration by offering electronic contributions that link into employer payroll systems are available. Employees can choose from a wide variety of investment managers within the one plan. Insurance benefits such as life, total permanent disablement and salary continuance can be incorporated into the plan. Members can have instant access to their own account information on-line 24 hours a day.	N/A	19/04/2011
Workers' Compensation Provides cover for employers for the weekly benefits, medical expenses and common law exposures (where applicable) which result from work related accidents.	Covered Direct by Client with Agency	
4.2 INDUSTRY SPECIFIC		
Business Succession Planning Provides a smooth transition of equity to the surviving partners or shareholders of a business on the death or disablement of a partner or shareholder. This is done by putting in place the necessary legal agreements and insurance policies. The	N/A	19/04/2011



DISCLAIMER Inclusion of a particular policy type on this list does not imply such cover is readily available nor is the list intended to reflect all uninsured exposure or risks.	REASON NOT INSURED (N/A = Not Applicable)	LAST REVIEWED (Month/Year)
departing partner, shareholder or their estate is guaranteed a fair price for his/her equity while the survivors maintain control of the business.		
Health Care Plans Covers the employee and their families for reimbursement of health and dental charges incurred outside Medicare.	N/A	19/04/2011
Workplace Violence The policy is designed to compensate for losses that occur as a result of an incident of workplace violence resulting in loss of business income, and incurring of restoration/public relations expenses.	N/A	19/04/2011



Insurance and Insurance Related Terms - Explanations

Your Insurance Policies and this Manual include terms which are peculiar to insurance. Explanations of the more common ones are detailed below for your guidance.

Adjustment Premium:	The premium determined after expiration of the policy on the declaration of details such as wages, stock values etc., or the loss experience under the policy. The original premium charged on such policies may be referred to as the advance premium, the base premium, the initial premium or the deposit premium.
Aggregate Limit:	The total amount of money an insurance company will pay under a liability policy for claims which arise.
Annual Premium:	The amount of premium which must be paid annually to meet the contractual requirements of the policy and keep it fully in force.
Assurance:	A term commonly used in England to distinguish life "assurance" from general (i.e. non-life) insurance.
Average Clause:	A clause in a policy requiring that, where property is insured for less than its full value, the Insured is required to bear a proportion of any loss. The proportion is the amount by which the property is under insured expressed as a percentage of its full value at the time of the loss.
Bona Fides:	Good faith.



Bonds:	<p>A surety bond is a contract of guarantee which has three parties:</p> <ul style="list-style-type: none"> ▪ The Surety or guarantee, i.e. the Insurance Company. ▪ The person who is to perform the subject matter of the bond, i.e. the Contractor. <p>The person in whose favour the bond is issued, i.e. the Owner or Obligee.</p> <p>Under a bond, the Surety undertakes to hold itself responsible up to the specified amount for the non performance or malperformance of an expressed obligation; i.e. the obligation of the Contractor.</p>
Cancellation:	<p>A complete termination of an existing policy prior to its expiration. Usually on the insured may cancel a policy if all premiums due have been paid.</p>
Capacity:	<p>The amount of insurance or reinsurance available from an individual underwriter or from the entire insurance market in a particular locality or country.</p>
Claim:	<p>A demand or notice of the right or alleged right, of any party to recover from an insurance company on account of an alleged loss resulting from a contingency or cause covered by the policy; or a demand by a third party against an Insured on account of loss, damage, or injury caused, or alleged to have been caused by the Insured and alleged to be covered by the Insured's policy.</p>
Claimant:	<p>The party making a claim under an insurance policy. The claimant may be the Insured. Under liability policies the claimant is a third party.</p>
Claims Incurred But Not Reported ('IBNR'):	<p>Claims resulting from accidents or occurrences which have taken place but of which the Insurer has not received notice or report of loss.</p>
Compulsory Third Party Insurance ('CTP'):	<p>Insurance covering accidental bodily injury to or death of third parties as a result of a road traffic accident. All owners of motor vehicles using public roads in Australia are required to have CTP cover taken out in the state in which each vehicle owned is registered. Third party property damage insurance is not compulsory and is classified with comprehensive motor vehicle insurance. The parties involved in a road traffic accident are:</p> <ul style="list-style-type: none"> ▪ First Party - the Insured or policyholder ▪ Second Party - the Insurer ▪ Third Party -all persons involved other than the driver of the vehicle at fault
Consequential Loss:	<p>A loss not directly caused by damage to property but arising as a result of such damage. For example, lost production and thus loss of profits following a factory fire. See Loss of Profits Insurance.</p>
Contributory Negligence:	<p>Lack of care on the part of the individual injured or suffering loss which helped to cause or aggravated the accident of loss.</p>



Co-Insurance:	<p>It is common practice for insurance contracts to be subject to Co-Insurance or Average which means that if the value of the property insured exceeds the sum insured, then you would be required to contribute proportionally to each and every loss.</p> <p>Your Account Manager can explain which policies include such a clause.</p>
Container Liability:	Covers contractual liability for loss of/or damage to hired/leased containers and additional costs incurred.
Contra Proferentem:	<p>“The words of deeds are to be interpreted most strongly against him who uses them”.</p> <p>A rule of construction whereby in the event of an ambiguity it is to be read against the party who drafted the document.</p>
Cost, Insurance & Freight (C.I.F.):	The F.O.B. cost plus freight, insurance and all other charges for delivery to the declared port or final destination.
Cover:	The scope of the protection provided by an insurance contract.
Cover Note:	Temporary contracts to protect the Insured while the procedures for the preparation and issuing of the actual insurance policy are progressing.
Deposit Premium:	Certain policies are written under conditions which provide that the final premium is not determined until the policy has expired. The premium charged at the inception of cover is the “advance” “professional” or “deposit” premium. The term is also sometimes used to refer to the initial premium paid by an applicant for life insurance which is held in suspense by the life company pending its acceptance or rejection of the proposal.
Defamation:	<p>The act of publishing an utterance to a third party, including verbally, which causes injury to the honour or reputation of another.</p> <p>A defamatory statement can take two basic forms:</p> <ol style="list-style-type: none"> Libel, which is a defamatory statement in permanent form such as in writing or by other media. Slander: defamation in transient form such as an oral communication.
Discovery:	Obtaining of information on oath from a party to legal proceedings.
Dual Basis Payroll:	This takes its name from the fact that indemnity is provided for payroll i.e. wages and salaries, during two separate periods. The first is the initial selected period e.g. 10 weeks beginning with the damage during which 100% of the rate of payroll is applied. After the initial period the cover continues throughout the remainder of the full indemnity period but for a reduced proportion of the payroll. Cover is flexible as the initial period can be compressed or extended depending upon the effects of a loss.



Ejusdem Generis:	(Of the same kind). A rule of construction whereby words of a general nature following words of a particular meaning are construed to mean the same kind as the particularly defined words.
“Employers” Liability:	A prescribed class of insurance business commonly referred to as Workers’ Compensation insurance.
Endorsement:	Documentary evidence of a change to an existing policy, for example, change of address, increase in sum insured, etc. An endorsement may result in an additional premium, a return premium or no premium adjustment.
Equity:	(Natural justice). An additional body of rules formulated to supplement the rules and procedure of the common law.
Estoppel:	A rule of evidence by which the conduct of one party precludes him from denying that the facts are not otherwise than his conduct has led another to believe to the latter’s detriment.
Excess:	A policy condition whereby the Insured is required to pay a portion of the loss, as stipulated in the policy (eg. the first \$50 of a motor vehicle damage claim), the Insurer paying the balance over that amount.
Exemplary Damages:	See Punitive Damages
Exgratia Payment:	A payment made for which the insurer is not liable under the terms of the policy. For example, a payment made in lieu of incurring far greater legal expenses in defending a claim.
Extra Cost Of Reinstatement:	Provides protection for additional cost to comply with Government Regulations following a loss eg. your previous premises may have had a wooden staircase whereas current regulations require brick thus your initial sum insured should allow for reinstatement in brick.
Fire Brigade Charges (or Levies):	Amounts payable by insurance companies to fire brigade authorities by virtue of the various state governments’
Franchise:	A policy condition whereby no claim is admissible until the loss exceeds a specified amount, at which point the Insurer pays the full amount of the claim.
Free on Board (F.O.B.):	Relates to the cost and charges from the supplier’s works, including the cost of the goods, cases, packing, rail, delivery charges, dock charges, insurance, customs and agents charges at the port of shipment. In other words the total cost of the goods to be delivered to the vessel.
Fraud	A deliberate deception to gain an unfair or unlawful advantage.



False Arrest and False Imprisonment:	A wrongful act which deprives a person of his right of liberty are actionable torts. Placing a person in a locked room or a locked part of the premises amounts to false imprisonment as in case of a department store who arrest a customer suspected of shoplifting. If they did not let the customer first leave the store, the customer could then claim that they intended paying for the item before leaving the store in which case there could be grounds for false arrest.
General Average:	A term used in Maritime Law to cover special claims. Briefly it means that if property or a vessel is sacrificed for the common good of all property on that vessel, then all parties involved will contribute to the loss of those whose goods were sacrificed i.e. if a ship carrying goods on your behalf is forced to jettison your goods for the safety of the ship as a whole, then the owners (or their insurers) of the other cargo on the ship would contribute so as to reduce your loss. Similar principles would apply for other owners if their cargo was jettisoned to protect yours.
Indemnity:	The principle of indemnity is to place the insured in the same financial position after a loss as that which he occupied immediately before the loss. That is the Insured does not receive "new for old".
Inherent Vice:	This term refers to a quality inherent in property which produces damage to the property without the assistance of an outside agency and by its own action eg. weevils in flour.
Insurable Gross Profit:	This term is used in the Industrial Special Risks policy and comprises Net Profit plus the total of all expenses which will not diminish proportionally with a reduction in turnover eg. Rent and Rates. This is calculated by adding Turnover and Closing Stock less the sum of Opening Stock and the Uninsured Working Expenses.
Interrogatories:	Written questions put by one party, in an action to be answered on affidavit by the other on matters relating to the action.
Insurable Interest - General Insurance:	An interest in relation to, or liability with respect to the subject matter of insurance which is of such a nature that damage to the subject matter or injury or damage caused by or liability arising from the subject matter would result in tangible loss to the person concerned.
Malpractice:	Usually refers to a medical issue and relates to damages as a result of a claim arising out of a bodily injury or mental injury to or death of any patient caused by or allegedly arising out of any act, error or omission in professional services.



Material Fact:	In insurance a material fact is something which “if known at the time when the negotiations took place, would have reasonably affected the minds of prudent and experienced insurers in deciding whether to accept the insurance or in fixing the rate of premium to be charged if the insurance was accepted”. The issue of ‘materiality’ is further covered by the provisions of the Insurance Contracts Act (1984).
Misdescription:	An error, mistake or misstatement in the description of any property, interest or liability. If the subject matter of a policy is so inadequately described that it cannot be identified with precision the policy may be voided. This is covered by the Insurance Contracts Act (1984).
Misfeasance:	The improper performance of a lawful act.
Negligence:	The failure to exercise the care that the circumstances demanded from the person concerned to enable him, in general terms, to avoid causing loss, damage or injury to another.
Non Disclosure:	Failure to disclose the existence of a particular fact which ought to be disclosed. It implies a keeping back or suppression and not an inadvertent omission to disclose it.
Nonfeasance:	Neglect or failure to carry out something that ought to be done, such as failure to repair a highway.
Nuisance:	Neighbouring land owners or occupiers have a duty to make reasonable use of their premises so as not to invade the rights of another. The activities of a neighbour which interferes with the occupier’s use and enjoyment of land are a private nuisance the remedy for which is an action for damages, or an injunction or both. this is distinguished from a public nuisance which is one which affects a large number of people and for which there is no right of action by an individual unless they can show they are affected more than other methods of the public.
Onus of Proof:	Burden or responsibility of proving
Protection and Indemnity:	Covers liability to third parties arising out of the ownership of watercraft/vessels.
Proximate Cause:	The immediate or proximate cause (causa causans) ie, an unbroken series of events leading to some happening as distinct from the remote cause (causa sine qua non) which only indirectly causes a loss or event.
Proper Law:	The proper law of a contract is the system of law by which the parties intend the contract to be governed, ie, the system of law that applies in Australia, the United Kingdom or any other country that suits the purposes of the various parties to the contract.



Punitive Damages:	<p>Punitive or exemplary damages are damages intended to punish the defendant for conduct showing a conscious and contumelious (insolent or reproachful) disregard for the rights of a plaintiff. They are intended to have a deterrent effect, both on the defendant concerned and other potential defendants at large.</p> <p>They are also intended to soothe any urge for revenge felt by victims and to discourage “any temptation to engage in self-help likely to endanger the peace”.</p> <p>Exemplary damages are also called punitive damages, vindictive damages or retributory damages, and are usually excluded from liability insurance policies.</p>
Rectification:	<p>The equitable remedy which allows either party to a document to have its provisions corrected so as to properly reflect the true nature of their agreement.</p> <p>A court will only order rectification if the party seeking its indulgence can prove that: (1) there was a final agreement, and (2) the failure to record the agreement in the document was due to the mutual mistake of both parties.</p>
Res Ipsa Loquitur:	<p>(The thing speaks for itself). A rule of evidence whereby the circumstances are such that prima facie loss or injury appears to have been due to the negligence.</p>
Respondent Superior:	<p>(Let the principal answer). A master is responsible to third parties for the acts of his employee committed in the course of the employment. If done in the employer’s interest, even if against his instructions, the employer is liable. This liability is extended by legislation in some states to prevent the employer claiming indemnity from a negligent employee and even to ‘hold harmless’ the employee.</p>
Release:	<p>A signed document accepting settlement for a loss.</p>
Reinstatement and/or Replacement:	<p>This is a method of insuring property on a “new for old” basis. In the event of a loss where property is insured under these conditions, settlement would be based on the cost of replacing the property or restoring the damage in new materials without any deductions for depreciation.</p>
Strict Liability:	<p>A liability owed to another under special circumstances although injury is caused without negligence or intention, eg, where occupier of land brings on to it something liable to do injury to others if it escapes there from.</p>
Subrogation:	<p>The statutory or legal right of an Insurer to recover from a third party who is wholly or partially responsible for a loss paid by the Insurer under the terms of the policy. For example, when an Insurer has paid the Insured for loss sustained to his car as the result of a collision, the Insurer may collect through the process of subrogation from the person whose car caused the damage. Subrogation recoveries are treated as reductions of losses paid.</p>



Third Party (Under A Liability Insurance Policy):	A person, not a party to the insurance contract, who has an alleged or actual right of action for injury or damage against the person insured under this policy.
Tort:	(A wrong). A civil wrong for which the remedy is a common law action for unliquidated damages, and which is not exclusively the breach of a contract, or the breach of a trust or other merely equitable obligation.
Trespass:	Trespass is an unlawful act committed with force or violence on the person, property or relative right of another. Trespass to the person has developed into torts of assault, battery and false imprisonment. Trespass to goods occurs when a person deliberately uses or otherwise interferes with goods in the possession of another. Trespass to land is the intrusion upon land occupied by another without invitation of any sort and without the occupiers consent.
Uberrimae Fidei:	In all contracts of insurance it is a fundamental principle that the parties must exercise the utmost good faith towards each other. Any material fact which would influence the parties to the contract must be disclosed, otherwise there is ground for avoiding the policy.
Ultra Vires:	(Beyond the power). Any action in excess of legal authority.
Vicarious Liability:	Liability at law for the acts of another such as principal for agent, master for servant.
Volenti Non Fit Injuria:	(To a willing person no injury is done) If a person suffers harm after having consented to run the risk of this harm, he cannot subsequently succeed in a tort action for such harm; his consent will be raised against him as a general defence. In order that a defendant may succeed with a defence of consent, he must prove two things: (a) that the plaintiff knew there was a risk; (b) that he agreed to run the risk at his own expenses
Underwriter:	One who determines the acceptability or retention of business. Loosely, one involved in setting premiums. Also used to denote an insurance company.
Waiver:	The giving up or abandoning some right or benefit either expressly or by conduct which leads the other party to believe such right or benefit is renounced or disclaimed.
Warranty:	A guarantee or assurance as applied to insurance where an insured warrants the truth of any statement or existence of any circumstances or performance of any matter at common law; such must be strictly and literally true or fulfilled, otherwise the policy may be avoided by the insurer. This is, however, modified by the provisions of the Insurance Contracts Act (1984).

**Writ:**

A document in the Queen's name and under the seal of the Crown, a Court or an officer of the Crown, commanding a person to do or forbear from doing some act.



Other Services Available through the Marsh Group

Marsh Pty Ltd, is a wholly owned subsidiary of Marsh & McLennan Inc. and offers risk management and insurance broking services. Our local headquarters are located in Sydney, with operational offices also located in Adelaide, Brisbane, Canberra, Hobart, Launceston, Melbourne and Perth.

Other local members of the Marsh & McLennan group are:

- **William M Mercer** who offer a comprehensive range of actuarial and employee benefit consulting services for corporate and commercial clients.
- **Guy Carpenter & Company Pty Ltd**, a leading reinsurance broker specialising in placement of reinsurance on world markets.

Workers' Compensation Insurance Management

The object of the program is to facilitate a sustainable reduction in workers compensation costs.

The program is based on precise financial objectives and particularly benefits those organisations whose workers compensation costs have been increasing in recent years, or are known to be above benchmark workers' compensation rates for similar organisations.

This is a proven program of risk management and best practice procedures aimed at reducing the claims costs of workers compensation. It is workers' compensation claims costs that directly affect the premiums employers pay.

The program requires the active involvement of the employer's management by taking ownership and control of workplace injury prevention, injury management, rehabilitation and claims management.



Business Risk Management

Improving overall business performance by providing advice on and implementing systematic, practical and cost effective risk management systems through:

- development of business risk profiles, risk management plans and risk financing strategies;
- design and implementation of individual risk management standards, policies, guidelines, risk reporting systems and self assessment systems;
- risk assurance audits including corporate reviews, compliance checks and risk management system reviews;

Management Consulting

A wide range of consulting and training services, to assist our clients in improving performance and meeting business challenges, in such fields as:

- restructuring and organisation development;
- productivity improvement and cost reduction;
- reliability, maintenance and asset management;
- purchasing, logistics, contracts and outsourcing;
- marketing and strategic planning;
- project and change management.

Crisis and Emergency Management

A comprehensive package of integrated services to assist clients in preparing for, responding to, and recovering from, a wide range of major operational, commercial, product or logistics incidents, through:

- assessment of major risks;
- development of plans and procedures at all levels;
- facility and equipment advice;
- design and conduct of desktop and live exercises;
- provision of specialist training in all response aspects;



Safety Management

Improving safety performance and ensuring regulatory compliance, through:

- development and implementation of corporate or site-specific safety management systems (SMS);
- production of detailed safety procedures and work instructions covering the whole range of potential SMS elements;
- conduct of compliance audits and performance reviews, including best practice studies.

Premium Funding

We offer you the advantage of paying your insurance premium(s) on a monthly basis. Premium Funding is a facility that allows you to spread the cost of annual insurance premium(s) and provides the following benefits:

- A cash flow management tool—to better match incoming revenue with outgoing insurance costs.
- Creates an additional line of bank credit for which the security is taken over the insurance policies being financed—the policies therefore form the collateral.
- Credit charges in premium funding are similar to or better than conventional loan sources and the credit charges are tax deductible.
- To preserve working capital and redirect it into income generating projects. Often the cost of the facility can be offset from additional income generated out of the use of these funds.
- Fixed annual rate over the term of the loan.

Life and Benefits

In July 1997 Marsh established its Life & Benefits Division to provide professional advice to its clients in the areas of life insurance, superannuation, disability and employee benefits. The new division has a team of professional advisers throughout Australia who provide an audit service to clients who would like a check up in these areas.

To date these audits have produced some startling results. Some of the typical findings from these audits are as follows:

- Most clients are paying too much for their life and disability insurance.
- Many clients have policies with inferior policy wordings.
- Some clients' programs are set up incorrectly. The consequences could be inadequate cover at claim time or a benefit being taxable simply because of the way the policy was originally set up.
- Most clients are confused by continual changes to superannuation and in particular the forthcoming Choice of Funds legislation.



- As a broker, our Adviser acts on your behalf, not on the behalf of the insurance company as is the case with an Agent. Our Advisers use independent research which is updated regularly. This means our Advisers can find the best solution to suit your specific needs.

Warranty Division

Provides a total service relative to warranty insurance incorporating:

- **Program Design**
We can take your ideas and develop them through discussion and design the warranty program that suits the agreed requirements.
- **Marketing and Training**
Significant warranty sales penetration for optional programs is dependent on three factors:
 - Warranty product design.;
 - Marketing.;
 - Staff sales training.

Having designed the warranty product we then concentrate on the marketing program and staff training. Our methods mean high sales penetration.

- **Documentation**
We write the warranty policies and point of sale material in plain English so our client's customers know the precise extent of cover.
- **Liabilities**
We can often arrange for the contingent liability of a self-funded program to be transferred to an underwriter for a premium paid in instalments.

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Marsh has over 24,000 employees and provides advice and transactional capabilities to clients in over 100 countries. Marsh is a unit of Marsh & McLennan Companies (MMC), a global professional services firm with over 50,000 employees worldwide and annual revenue of \$10 billion. MMC also is the parent company of Guy Carpenter, the risk and reinsurance specialist; Mercer, the provider of HR and related financial advice and services; and Oliver Wyman, the management consultancy. Its stock (ticker symbol: MMC) is listed on the New York, Chicago and London stock exchanges. MMC's website address is www.mmc.com. Marsh's Web site is www.marsh.com.

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