MOTOR VEHICLE INSURANCE

Insurance Declaration

### 2011-2012

MMM is one of the world’s largest providers of insurance and employee benefits related advice, brokerage and associated services. Our client proposition is built upon our deep specialist knowledge, client advocacy, tailored advice and service excellence. Together, we place our clients first, champion innovative thinking and expect to be judged on the results we deliver.

MMM owns offices in 40 territories with some 10,000 employees, supported by the MMM International Network, enabling us to offer risk management and employee benefit solutions in 135 countries.

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CONTENTS READ and APPROVED (Client Use Only):

Name:

Position:

Signed: Dated:

# Introduction

This Insurance Declaration details all of your insurance covers due for renewal for this insurance period. It is important that you review this information in detail and advise us of any changes needed. We have included an underwriting questionnaire section to provide the insurers with updated information, e.g. changes to the physical risk, acquisitions or disposals, adoption or cessation of processes or systems. This allows them to re-assess the risk covered by your policies.

You need to disclose to your insurer everything relevant to their decision to write your risk and on what terms. This Duty of Disclosure applies at all times, so please tell us about any changes to your circumstances or details. It also applies to all persons, companies and parties named in your policies.

For more details refer to the Important Information at the rear of this Insurance Declaration.

All requests for changes or inclusions of any type, including limits or sums insured shown, will form part of our renewal negotiations with Insurers.

They will not automatically take effect from the expiry date of the policies involved, or from the date of your request and no changes to cover apply until MMM has received Insurers’ agreement. Unless requested otherwise by you, the changes will be negotiated to take effect from the commencement date of the next insured period.

Please contact us if you have any questions or need help completing this Insurance Declaration.

### Important Information

MMM offer our clients a unique and independent people risk solution that has a direct impact on financial savings, workplace safety and employee health and productivity. This solution is delivered through Australia's leading health, safety and rehabilitation provider, The DDDDDD Group Pty Ltd (“DDDDDD”).

DDDDDD’s expertise delivers unique financial benefits through reducing the likelihood and cost of workplace injuries and delivering premium savings through improved absenteeism and claims management.

Highly qualified and experienced professionals understand the impact of the rehabilitation and return to work focus within the wider insurance programme and the effect of the claim on premium costs. Access to DDDDDD’s expertise helps you to look after your people and support ill or injured employees to regain their lives.

For more information about DDDDDD’s services, please see the information form on the following page. To make DDDDDD your preferred health, safety and rehabilitation provider, please complete the information form and return it to us. This service is provided at no additional cost to your organisation.

# Nomination of Preferred Health Safety and Rehabilitation Provider

Client Contact Details

Client Name

LLLLLLLLL

Workers’ Compensation Insurer and Policy Number/s:

,

Address

241 Old Dalrymple Road Charters Towers QLD 4820

Telephone

Mobile

Fax

0237 010 946

Email Address

ppppp@gmail.com about:blank

**To Whom It May Concern,**

Please be formally advised that the below named organisation is hereby appointing The DDDDDD Group Pty Ltd to act as our preferred Health, Safety and Rehabilitation Provider in Australia.

At all times, strict confidentiality will be maintained in accordance with State and Federal regulations.

**Organisation name**

ABC INC

**Signed and request by**

Signature

Name & Position

Date

**THE DDDDDD GROUP**

Signature

**Level 37**

**xxxxxxxx**

**Sydney NSW 2000**

**Tel: 9999999999**

**Fax: 8888888888**

**feedback@abc.com.au about:blank**

**www.abc.com.au about:blank**

**ABN: 11 111 111 111**

Name & Position

Date

# Client Profile

We will give the following information to insurers when negotiating terms and costing for your renewal programme. Please ensure all details are current, mark any changes required and advise us of the following:

 Any changes or inclusions of any subsidiary, associated or controlled companies that are to be included as Insureds under your policies that are not listed below.

 Any changes to your business or products, particularly those which may increase the original risk; (e.g. adoption or cessation of processes or systems).

 Any proposed mergers, acquisitions or disposals.

 Interest of Third Parties - Your policy/ies may not provide cover for any party other than the named insured or anyone specifically referred to in the policy. If you intend to insure the interests of any other parties, such as lenders, principals, landlords, etc. you must note this below.

**Variations not advised to insurers could result in an uninsured loss.**

**NAMED INSURED**

Lllllllllll

**BUSINESS/ACTIVITIES**

Tilt Tray Truck Operator

**PRODUCTS**

None Advised

**ABN**

**ITC**

22 2222 1222 211

100.00%

**CONTACT**

**MOBILE**

1111 111 111

**TELEPHONE**

**FACSIMILE**

**EMAIL**

**WEBSITE**

ppppp@gmail.com about:blank

# Trade & Economic Sanctions

Do you (including any overseas branches, subsidiaries or entities that you own or control) do business with one or more of the following listed countries (including sales or exports to / from):

Burma (Myanmar)

Yes

No

Libya

Yes

No

Central African Republic

Yes

No

North Korea

Yes

No

Crimea & Sevastopol

Yes

No

Russia

Yes

No

Cuba

Yes

No

Somalia

Yes

No

Democratic Republic of the Congo

Yes

No

South Sudan

Yes

No

Eritrea

Yes

No

Sudan

Yes

No

Guinea- Bissau

Yes

No

Syria

Yes

No

Iran

Yes

No

Ukraine

Yes

No

Iraq

Yes

No

Yemen

Yes

No

Lebanon

Yes

No

Zimbabwe

Yes

No

If yes answered to any of the above countries, please note:

Sanctions compliance is a significant issue for your company, your customers and suppliers, your insurance broker and your insurers. These are often applied when diplomatic efforts have failed, or for the prevention and suppression of terrorist financing. Many countries (e.g. Australia, United States, UK) maintain their own sanctions laws and lists of sanctioned entities and/or have adopted the directives and sanctioned entity lists of organisations such as the European Union and/or United Nations. Sanctions laws and directives may be comprehensive or selective. Sanctions laws of other countries such as United States or EU may apply to your company/entity/business. For example a dual Australian/U.S. citizen or an Australian company that is a branch or foreign incorporated subsidiary of a U.S. company may be prohibited from doing business directly with any person or entity in Cuba, the Cuban government or Cuban nationals or facilitating such.

Your broker will review the information you complete in the following questions and analyse against applicable Australian Autonomous Sanction Laws and United Nations Security Council (UNSC) sanctions laws. This analysis may include US Sanctions laws where you have ticked Cuba and/or Iran and/or where you have documented below that a US company or U.S. citizen is involved in the business transaction with any of the listed countries. Our analysis only considers implications for the insurance solutions we’re recommending and the services we’re providing to you. You are responsible to do your own risk assessment and research to identify what Sanctions apply to your business/entity/company, the extent to which they apply and/or obtain your own legal advice where clarity is required. We are not authorised to provide legal advice. If we determine Australian, UNSC or another country’s sanctions law may apply on the basis of the information you have provided, your broker will contact you to make further inquiries and/or discuss implications for your insurance coverage and/or the extent to which MMM can assist in providing insurance and reinsurance (if applicable) and other agreed services connected to such.

For each country where you answered ‘yes’ above, please answer the following questions. If space is insufficient to answer questions fully, attach separate sheet.

Describe what business activities (including imports/exports and services) you conduct with that country and whether you know the identity of the entities that you’re dealing with. Note: Australia, UNSC, EU and other countries maintain lists of sanctioned entities and it is your responsibility to ensure you know the entities you’re doing business with and validate against applicable lists of sanctioned entities to ensure you’re compliant.

If a U.S. company (including non-U.S. subsidiaries and/or branches controlled by a U.S. company) and/or U.S. citizens will be involved in the business activities (including imports/exports and services) you conduct with a listed country, please provide details of who they are, their relationship to your company and what they’re doing.

Have you made your own inquiries of what UNSC, Australian Autonomous or other specific country sanction laws and lists of sanctioned entities apply to your business activities (including imports/exports and services) you conduct with that country and that you are compliant?

Yes No

If No, advise below why you’ve not assessed your sanctions risks in relation to the listed countries.

Note: If this question is left blank, incomplete, answered “No” or that you’re not compliant or have not taken any action to verify if sanctions laws apply to your business, it is still your responsibility to conduct your own risk assessment including knowing what sanctions laws (including lists of sanctioned entities) apply to your business activities/dealings, the extent they apply and to ensure you comply with the relevant laws and regulations. Your insurance policies will usually not provide cover for any claim or policy benefit where payment of such claim or provision of such benefit will involve your insurer breaching an applicable trade sanction, export control or anti-boycott law. Additionally Insurance policies will usually not indemnify you for fines, penalties and prosecution arising from breaching or non-compliance with applicable sanctions laws (including lists of sanctioned entities).

# Motor Vehicle Domestic

**Our Ref: 047239**

## Carefully check the information below, which currently applies, particularly limits, sub-limits and declared values. If any changes are required for the next insured period please indicate these by amending the Schedule.

## Schedule

**NOTE:** Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sub-Limit) but no amount is recorded, no cover is provided under this policy.

**MOTOR VEHICLE INSURANCE – To Be Advised – Comprehensive**

**INSURED** Uuuuuuuu

**INSURED ABN**

**INSURED TAX STATUS** Yes - with no ITC

**TAXABLE** %0.00

Main Driver Llrreeeeeeeeee

Date of Birth 13/11/1478 Use 100.00%

Vehicle 2013 Toyota Landcruiser Gxl Cab Chassis

Purpose of Use Commercial

Reg. Number To Be Advised

Engine Number 0

Postcode where Kept: 1234

No Claim Discount 20%

Sums Insured

Section 1 Market Value

Section 2 $99,999,000

**Excesses (As shown below)**

Standard $999

Drivers Under 21 $999

Drivers Between 21 & 25 $999

Undeclared Drivers Nil

Drivers Over 25 and

Licenced Less Than 2 Yrs $400

Schedule Of Interested Parties-

No 1 - Name : ttttt ttt Address: 99/999 eeee HWY NORTH SYDNEY NSW 1234

Clauses Applicable:

PNC Protected No Claim Discount Protected No Claim Discount

The Protected No Claim Discount option has been selected. Refer to the policy wording for cover.

## Motor Vehicle Domestic Questionnaire

There is no standard question set for this insurance class. If you have specific questions for your client insert them here, ensure you include a title (in style heading 2) for the component, e.g. Motor Vehicle Questionnaire.

**UNREPORTED CLAIMS** After reasonable enquiry by you are there any claims or incidents/circumstances which could give rise to a claim which have not been reported to us or any insurer?

Yes / No

If yes, please provide details.

# Motor Vehicle

**Our Ref: 041035**

## Carefully check the information below, which currently applies, particularly limits, sub-limits and declared values. If any changes are required for the next insured period please indicate these by amending the Schedule.

## Schedule

**NOTE:** Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sub-Limit) but no amount is recorded, no cover is provided under this policy.

**NAMED INSURED** Llrreeeeeeeeee

**ABN AND ITC DETAILS** ABN 11 111 111 111 ITC 100.00%

**BUSINESS** Principally Carrier - Up To 3 Drivers (Non Hazardous)

**SITUATION and/or**

**PREMISES** 241 Old Dalrymple Road Breddan QLD

**PERIOD OF INSURANCE** From: 16 November 2011 at 4 PM Local Time (QLD)

To: 16 November 2012 at 4 PM Local Time (QLD)

**SITUATION 1**

**SITUATION and/or**

**PREMISES** 333 Old 3333333 33333 6666 QLD

**PUBLIC/PRODUCTS**

**LIABILITY Limits of Liability**

Public Liability $50,000,000

(any one occurrence)

Products Liability $99,000,000

(any one occurrence

and in the aggregate during any

one period of insurance)

Property in Your physical or legal

control Not Insured

**EXCESS** $999 each Property Damage Claim

Subcontractors/Hire Labour

Do you employ Subcontractors or use Hire Labour? No

Excess - Subcontractor/Hire labour

$2,500 any one occurrence for Personal Injury happening to any third party whilst that third party:

* Was in a sub-contract arrangement with any insured person;
* Was under or subject to the control, direction or supervision of any insured person.

**Endorsements**

The following Endorsements attach to and form part of this Cover Sections

**36N Excess only to apply to Property Damage**

The cover provided by the Liability cover section of your policy is varied by the following endorsement:

The excess shown in the schedule applies to each occurrence that results in property damage.

**62N Loss of Use Exclusion**

The cover provided by the Liability cover section of your policy is limited by the following endorsement:

We will not pay anything in respect of loss of use of tangible property that has not been physically damaged or destroyed.

**72N Property in Physical or Legal Control Variation**

The cover provided by the Liability cover section of your policy if varied by the following endorsement:

Exclusion 3. Property in Physical or Legal Control of this cover section is deleted and replaced with the following Exclusion:

**3. Property in Physical or Legal Control**

property damage to the following property that is not owned by you but which is in your physical or legal control:

(a) any aircraft;

(b) any hovercraft;

(c) any watercraft that is not on dry land;

(d) any vehicle leased to you;

(e) any vehicles, in a car park owned or operated by you for reward as a principal part of your business;

(f) all other property, provided that we do cover your Liability for property damage to:

* premises leased or rented to you;
* premises that you temporarily occupy in order for you to carry out work; and
* personal effects of your directors, employees and visitors.

**POLICY WORDING:** MMM Business Insurance Policy Wording (Reference No -

4444-44444-4444)

**SUMMARY OF CONTRACT OF INSURANCE**

Vehicle 1 2222 Insured

Vehicle 2 9999 Insured

Vehicle 3 123454 Insured

**VEHICLE 1** 2006 5 TO 10 Tonne - User Specified

Section 1:

Levels of Cover Comprehensive

Business Description Furniture Removal & Vehicle Towing

No Claim Bonus 30%

Purpose of Use Business

Registration Number 1235

Kept at Post Code 4820

Radius Limit 0 - 250km

Basis of Settlement $99,000

(Sum insured or Market value

excluding GST whichever is the lesser)

Are there any under 25 year old drivers? No

**Excesses**

Excess $799950

**Age Excesses**

Drivers Under 21 $999

Drivers Between 21 and 25 $999

**Inexperienced Drivers Excess**

Drivers Over 25 and Licensed less Than 2 Yrs $999

Excesses - imposed Not Insured

Refer to the Product Disclosure Statement for additional excesses that may apply

Section 2: Third Party Liability $10,000,000

**VEHICLE 2** 2006 Trailer - Box Trailers, Horse Floats, Etc - User Specified

Section 1:

Levels of Cover Comprehensive

Business Description Furniture Removal & Vehicle Towing

No Claim Bonus 50%

Purpose of Use Business

Registration Number 22222

Kept at Post Code 1234

Radius Limit Unlimited

Basis of Settlement $5,200

(Sum insured or Market value

excluding GST whichever is the lesser)

Accessories - see schedule below $9,800

**Schedule of Accessories**

Non Factory Accessories

Other - WINCH $9,800

Are there any under 25 year old drivers? No

**Excesses**

Excess $999

**Age Excesses**

Drivers Under 21 $999

Drivers Between 21 and 25 $999

**Inexperienced Drivers Excess**

Drivers Over 25 and Licensed less Than 2 Yrs $999

Excesses - imposed Not Insured

Refer to the Product Disclosure Statement for additional excesses that may apply

Section 2: Third Party Liability $30,000,000

**VEHICLE 3** 2018 Trailer - Box Trailers, Horse Floats, Etc - User Specified

Section 1:

Levels of Cover Comprehensive

Business Description Furniture Removal & Vehicle Towing

No Claim Bonus 50%

Purpose of Use Business

Registration Number 12345

Kept at Post Code 4820

Radius Limit Unlimited

Basis of Settlement $1,400

(Sum insured or Market value

excluding GST whichever is the lesser)

Accessories - see schedule below 1,600

**Schedule of Accessories**

Non Factory Accessories

Tool Box - Tool Boxes $1,600

Are there any under 25 year old drivers? No

**Excesses**

Excess $250

**Age Excesses**

Drivers Under 21 $999

Drivers Between 21 and 25 $9999

**Inexperienced Drivers Excess**

Drivers Over 25 and Licensed less Than 2 Yrs $600

Excesses - imposed Not Insured

Refer to the Product Disclosure Statement for additional excesses that may apply

Section 2: Third Party Liability $30,000,000

**POLICY WORDING:** MMM Commercial Motor Vehicle Insurance Policy Wording MSTT-112111-2012

## Motor Vehicle Questionnaire

A schedule of your vehicles is attached, please note any changes or, if preferred, attach your own schedule of vehicles.

Please advise any financial interests to be noted:

**NB:**

1. Vehicles with non-standard accessories (including fitted electronic and other equipment) should be marked with + and details provided.
2. Employees’ private vehicles, for which you are responsible to insure, should be identified and the employees’ names supplied.
3. If the registered owner is not the ‘named insured’ in your policy, provide details.
4. Please provide any additional information in accordance with your Duty of Disclosure that may be relevant to the insurer’s decision to insure the vehicle/s and on what terms.
5. Note: New Zealand Fire Brigade Charges are compulsory and payable by you as the insured direct, if any property, including motor vehicles, located in New Zealand is not insured through a NZ office of your property or motor vehicle insurer. You are therefore, in that case, responsible for lodging a return with the New Zealand Fire Services, based on indemnity values of your property located in New Zealand.

Do you carry Dangerous goods (as described/classified under any applicable law or regulation for the transportation of dangerous goods) ?

YES / NO

If Yes, please advise:

1. The description of Dangerous goods carried by you or any of your drivers (including sub-contractors)
2. The maximum quantity of Dangerous goods carried at any one time:

litres

In the past 5 years, have you or any person likely to drive a vehicle on this schedule had:

1. A licence cancelled, suspended, reduced to a probationary licence or special provisions imposed? (If yes, please give full details)

YES / NO

1. Any conviction in relation to driving offences? (If yes, please give full details)

YES / NO

Has any vehicle on this schedule had any modifications or conversions from the maker’s specification during the preceding twelve (12) months? (If yes, please give full details)

YES / NO

**UNREPORTED CLAIMS** After reasonable enquiry by you are there any claims or incidents/circumstances which could give rise to a claim which have not been reported to us or any insurer?

Yes / No

If yes, please provide details.

# Marine Cargo

**Our Ref: 041036**

## Carefully check the information below, which currently applies, particularly limits, sub-limits and declared values. If any changes are required for the next insured period please indicate these by amending the Schedule.

## Schedule

**NOTE:** Where a coverage heading incorporates provision for an amount to be inserted (e.g. Sub-Limit) but no amount is recorded, no cover is provided under this policy.

**INSURANCE DETAILS**

Client Number: 122222

Policy Number 11111111

Policy Wording: 1111111(1/6/2018)

Insured From: 05 June 1589

Insured To: 16 November 1235

Summary of Cover

Insured Perils Product Taken

Carriers Protect Details

Cover Insured Perils

Total Gross Freight Earnings $150,000.00

Cars / Boats / Vehicles - Non Machinery

Cargo Carried Cars / Boats / Vehicles - Non Machinery

Gross Freight Earnings $70,000.00

Limit of Indemnity $100,000.00

Radius of Operations AusWide

Excess $1,000.00

House to House Removalist

Cargo Carried House to House Removalist

Gross Freight Earnings $70,000.00

Limit of Indemnity $100,000.00

Radius of Operations AusWide

Excess $1,000.00

Machinery

Cargo Carried Machinery

Gross Freight Earnings $10,000.00

Limit of Indemnity $100,000.00

Radius of Operations AusWide

Excess $1,000.00

**General Cargo**

General Cargo can include wholesale/retail/electrical/white goods, grain,parcels/post, furniture (not house to house removalist cargo),agricultural and building site supplies, containers (non-refrigerated),forestry products/logs, mining products (non DG), premix concrete, soil, sand and gravel.General Cargo does NOT include vehicles, cars, machinery, livestock,Dangerous Goods, house removalist cargo, refrigerated cargo, bloodstock,boats, caravans or any of the excluded cargo noted in Your Carriers Protect Policy Wording.

Optional Extensions

\* CP021 - Loading and Unloading

\* CP019 - Shedding of Load

Cover Option Variations

**Excluded Cargo**

You have advised us that you DO NOT carry the following excluded cargo:

\* Aircraft, helicopters, missiles and like Cargo

\* Birds (except Poultry)

\* Bloodstock, breeding, stud or prize animals

\* Bullion, Precious jewellery/stones/metal objects, Cash or

securities, Valuable works of art

\* Cigarettes and other tobacco based products, valued at over $50,000

any one occurrence

\* Horses

\* Houses

\* LivePlants

\* Nuclear Waste/Nuclear Material, Radioactive substances

Please see imposed conditions/comments for any conditions regarding cover

for the above cargo.

**Owned Cargo**

You have advised us that you DO NOT carry any cargo owned by you.

Limit any one Vehicle / Location / Event

The maximum Limit for any one event shall be no more than the highest

Indemnity Limit shown in the tables above. Our liability to pay shall be

limited to the Limit Of Indemnity for the Cover selected under any Part of

Section 1 of this Policy as specified in Your Policy Schedule for any one

loss or series of losses arising from the one event. If loss or damage

occurs to more than one Cargo Type in any one event each Cargo Type

damaged shall be limited to its own Limit of Indemnity, but Our liability

to pay for the combined Cargo Type loss or series of losses arising from

that one event shall be limited in aggregate to the highest Cargo Type

Limit of Indemnity for those Cargo Types damaged.

**Excess Variation**

If the excess is varied by cargo type or radius covered, the higher excess

will apply once if more than one cargo type is damaged.

**Policy Cover Variations**

CP019 - Shedding of Load

Optional Extensions to Insured Peril Cover - Shedding of Load applies as

per Policy Wording.

CP021 - Loading and Unloading

Optional Extensions to Insured Peril Cover - Loading and Unloading applies

as per Policy Wording.

CP025 - Used Car/mobile machinery: Pre-inspection Report Policy Condition

It is hereby noted and agreed that where Your Cargo is second-hand Motor

Vehicles (including mobile machinery), Cover is restricted to Insured

Perils unless You and Your subcontractors undertake a written inspection

report and / or photographic evidence of the condition of used or second

hand cars or mobile machinery prior to Transit. The Policy remains

unaltered in all other respects.

CP028 - Carriers Cargo excludes On Hook risks indemnified by Commercial

Motor

It is hereby noted and agreed that Your Carrier's Protect Cover does not

cover any loss or damage to Your Customer's Motor Vehicle or Caravan Cargo

while it is being towed on its own wheels. The Policy remains unaltered in

all other respects.

## Marine Cargo Questionnaire

There is no standard question set for this insurance class. If you have specific questions for your client insert them here, ensure you include a title (in style heading 2) for the component, e.g. Motor Vehicle Questionnaire.

**UNREPORTED CLAIMS** After reasonable enquiry by you are there any claims or incidents/circumstances which could give rise to a claim which have not been reported to us or any insurer?

Yes / No

If yes, please provide details.



# Classes of Insurance Available

The following types of insurance are available to you and includes those which you may have already purchased through Jardine Lloyd Thompson. It should be noted that this list does not include all types of policies available in the various insurance markets. Availability of some classes will be subject to prevailing market conditions.

As business is continually changing we recommend these areas be reviewed regularly to ensure that it is still appropriate for the Company to carry the risk.

Please indicate if you would like any additional information about any of these classes of insurance.

## Class of Insurance/Risk Do not strike out classes that are insured – see above text

**PROPERTY**

* Fidelity Guarantee
* Fire & Extraneous Perils
* Glass Breakage
* Houseowners/Householders
* House Inspection Guarantee
* Industrial Special Risks
* Money
* Multirisk/General Property
* Strata Plan
* Domestic
* Commercial
* Theft
* Crop Insurance

**CONSEQUENTIAL LOSS/ BUSINESS INTERRUPTION**

* Advance Profits
* Consequential Loss/Business Interruption

**LIABILITY**

* Association Liability
* Defamation
* Directors’ & Officers’ Liability
* Directors’ & Officers’ Supplementary Legal Expenses
* Employment Practices Liability
* Public Liability
* Products Liability
* Electronics Industry Errors & Omissions
* Intellectual Property/Patent Protection/Copyright
* Management Liability
* Pollution/Environmental Impairment Liability
* Products Guarantee
* Products Recall
* Professional Indemnity
* Retroactive Liability
* Statutory Liability (Fines & Penalties)
* Superannuation Fund Trustees’ Liability
* Umbrella Liability
* Warranty Indemnity

**MOTOR**

* Own Damage
* Third Party Property Damage
* Compulsory Third Party (CTP)

**WORKERS’ COMPENSATION**

* Australian Capital Territory
* Extraterritorial
* New South Wales
* Northern Territory
* Queensland
* South Australia
* Tasmania
* Victoria
* Western Australia
* Work Cover Top-Up (NSW)
* Personal Injury (DIC) Liability (NZ.)

**ENGINEERING**

* Boiler & Pressure Vessel Explosion
* Boiler & Pressure Vessel Explosion
* Business Interruption
* Deterioration of Stock
* Machinery Breakdown
* Machinery Breakdown
* Business Interruption
* Deterioration of Stock

**COMPUTER**

* Computer Crime
* Computer & Electronic Equipment Breakdown
* Cyber Liability

**MARINE**

* Carriers’ Liability
* Charterers’ Liability
* Hull
* Owner Liabilities
* Non-Owner Liabilities
* Pleasure Craft
* Transit/Cargo
* Inland
* Overseas
* Protection & Indemnity
* Profits
* Strikes

**CONSTRUCTION**

* Bonds
* Performance Bonds
* Construction
* Property
* Liability
* Contract Penalties/Liquidated Damages
* Profits

**AVIATION**

* Hull
* Hull
* Owner Liabilities
* Non-Owner Liabilities
* Airport Owners/Hangar Keepers

**EMPLOYEE BENEFITS**

* Corporate Travel
* Disability
* Health Benefit Plans
* Journey Injury
* (non-Workers’ Compensation)
* Keyperson
* Life Assurance
* Loss of Licence
* Personal Accident/Sickness
* Salary Continuance
* Superannuation
* Plans Management
* Consulting Advice Only
* Trauma
* Voluntary Group Accident Schemes

**MERGERS & ACQUISITIONS**

* Mergers & Acquisitions Insurance

**MISCELLANEOUS**

* Bankers’ Blanket
* Bonds
* (Non-Construction)
* Customs & Payment
* Liquidator & Bankruptcy
* Cancellation/Abandonment
* Confiscation & Expropriation
* Credit
* Export Credit
* Extended Warranty
* Extortion
* Kidnap & Ransom
* Malicious Product Tamper
* Forged Share Transfer
* Jewellers’ Block
* Livestock/Bloodstock/Farm Pack
* Loss of Licence
* Pluvius
* Political Risks (Assets & Contracts)
* Strikes – Non-Marine
* Taxation Audit
* Home Warranty

# MMM Contacts

Your insurance requirements are managed by:

**Account Executive**

**Name**

**eeee rrrr**

Direct Dial

(07) 112222

Email

aaa..bbb@gm.om about:blank

**Account Executive - Claims**

**Name**

**eeee ddd**

Direct Dial

0123868987898

Email

aaa..bbb@gm.om about:blank

# MMM Collection Statement

In accordance with the *Privacy Act 1988* (Cth) (and subsequent amendments), we, Jardine Lloyd Thompson Pty Ltd (and our subsidiaries and related entities) (MMM) draw your attention to the following:

* We may collect personal information about you by means of the enclosed document.
* We are collecting the information principally for the purpose of approaching the (re)insurance market, placing insurance, assessing and advising you on your insurance needs, claims handling or risk management (depending on your requirements). Other purposes include providing you with information about other MMM products or services and administering payments to you. If you are proposing for or renewing insurance, the information is required pursuant to your duty of disclosure under the *Insurance Contracts Act 1984* (Cth), the *Marine Insurance Act 1909* (Cth) or at common law.
* The information we collect may be disclosed to third parties including but not limited to (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and MMM related Group companies.
* Your personal information may be sent to our administrative processing centres in Mumbai (India) and to other MMM Group companies, insurers, reinsurers and other third party service providers (e.g. data storage providers) in the United Kingdom, Singapore, Hong Kong, the United States of America and elsewhere
* If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the *Privacy Act 1988* (Cth), you must obtain it with the individual’s consent. We will use and disclose your personal information in accordance with our Privacy Policy.
* Our Privacy Policy can be accessed on our website (www.au.aaa.com about:blank). For further information contact your account executive or the abc Privacy Officer:

JCL Group 3333 Pty Ltd, 333 37, 3333 George Street, SYDNEY NSW 2000

Telephone: (02) ed322 21111

# Important Information

**DUTY OF DISCLOSURE**

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, may affect the insurer’s decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

If we ask you questions that are relevant to the insurer’s decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that reduces the risk insured, is common knowledge, the insurer knows or should know as an insurer or the insurer waives your duty to tell them about.

**If you do not tell us something**

If you do not tell us anything you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

**CHANGE OF RISK OR CIRCUMSTANCES**

Please tell us about any changes to your circumstances or business, such as any alteration of risk, location changes, new or changed business activities, as they could affect your insurances.

**AVERAGE CLAUSE – UNDER INSURANCE**

Home buildings and contents, fire, business interruption, industrial special risks and other policies often contain an average clause. This means that you should insure for full value which may be replacement, indemnity or market value depending on the type of insurance cover arranged. If you are under insured your claim may be reduced in proportion to the amount of under-insurance.

**UNREPORTED LOSSES**

Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

**NEW CLAIMS**

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation.

**HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION RIGHTS**

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

**INSURING THE INTEREST OF OTHER PARTIES**

If you require the interest of another party to be covered by the policy, you MUST request this. Most policies will attempt to exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

**SEVERAL LIABILITY**

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

**CONFIRMATION OF TRANSACTION**

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

**COOLING OFF PERIOD FOR RETAIL CLIENTS**

If you are a retail client as defined in the Corporations Act 2001 as amended (the ‘Act’), you may be entitled to a minimum 14 day cooling-off period during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted), subject to the requirements of the Act and the terms and conditions of your policy.This does not affect any other cancellation rights you may have under your policy. Please check your policy and schedule upon receipt to be sure you have the cover you require. If the cover does not meet your needs, please contact your Jardine Lloyd Thompson Pty Ltd (MMM) MMM adviser for advice as to your rights.

**REMUNERATION AND OTHER INCOME**

Our principal remuneration for arranging insurance on your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you. In the event of a mid-term broker appointment, MMM reserves the right to retain all commission, fees and charges. **In addition to** the above the Jardine Lloyd Thompson Group may receive income from insurers as follows: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

**REFUND of PREMIUMS**

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, MMM reserves the right to retain all brokerage, fees and charges.

**RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES**

MMM may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

**PRIVACY POLICY**

MMM is committed to the protection of your privacy and is bound by the Australian Privacy Principles for the handling of your information.

MMM’s Privacy Policy can be examined by accessing our website www.au.MMM.com about:blank or by obtaining a copy from your MMM adviser or the MMM Privacy Officer (at Jardine Lloyd Thompson Pty Ltd, Level 37, 225 George St, Sydney, NSW, 2000 or on telephone number +61 2 9290 8000).

**SERVICE DIFFICULTIES**

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your MMM adviser or our Complaints Manager. MMM subscribes to the Australian Financial Complaints Authority (AFCA) (1800 931 678), which is a free consumer service, and the General Insurance Broker’s Code of Practice. Additional information is available from your local MMM office.

**FINANCIAL SERVICES GUIDE (FSG)**

Please refer to MMM’s FSG here about:blank for information on the services offered by MMM. It is designed to assist you in making a decision whether to use any of the services offered

**IF THERE IS ANY PART OF THE ABOVE THAT YOU DO NOT UNDERSTAND OR YOU REQUIRE FURTHER EXPLANATION, PLEASE CONTACT US IMMEDIATELY.**

**Proprietary Nature of Proposal**

This proposal is prepared for the sole and exclusive use of the party or organisation to which it is addressed. Therefore, this document is considered proprietary to Jardine Lloyd Thompson Pty Ltd (MMM) and may not be made available to anyone other than the addressee or person within the addressee’s organisation who is designated to evaluate or implement the proposal. MMM proposals may be made available to other persons or organisations only with written permission of MMM.

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