

Important Information and Financial Services Guide

Jardine Lloyd Thompson Pty Ltd
ABN 69 009 098 864 AFS License No: 226827

Version January 2007

Level 11, 66 Clarence Street
Sydney NSW 2000

This document provides you with a range of information you may need to know about the services Jardine Lloyd Thompson (JLT) provides for you. We encourage you to read everything here to better understand important aspects about your relationship with us, such as:

- who we are
- the services we can offer you
- how to communicate with us most effectively
- our work to ensure your privacy and the security of your insurance
- how we are paid for the services we provide to you
- how to contact us to ensure any problems or complaints are addressed quickly and efficiently
- special considerations for "Retail" clients.

CLAIMS MADE POLICIES

This policy is written on a "Claims Made" basis. This means that the policy provides (subject to its terms and conditions) cover for claims which are made against you and notified to the insurer during the period of cover, irrespective of the date when the cause of action may have occurred.

The policy will **not** respond to:

- * Acts or omissions giving rise to a claim, which occurred prior to any retroactive date stated in this policy;
- * Claims or circumstances known to you or notified to an insurer prior to inception of this policy;
- * Circumstances notified after expiry of this policy;
- * Claims notified after expiry of this policy.

Claims notified after expiry of the policy may be covered (at least in part and subject to any prejudice suffered by the insurer) in some circumstances by the continuous cover provisions of the policy. **However we strongly recommend that you implement a programme to ensure that all claims or circumstances which may give rise to a claim are identified and notified immediately within the policy period to avoid difficulties.**

When you become aware of a claim or circumstances that might give rise to a claim against you, you should forward to us a notice in writing detailing the claim or circumstances as soon as reasonably practicable and before expiry of the policy period. We will forward the notice to the insurers on your behalf.

In accordance with Section 40 (3) of the Insurance Contracts Act, where such notice is given, the policy will, subject to its terms and conditions, cover you notwithstanding that a formal claim is not made against you by a third party until after expiry of the current period of insurance. Delay in notifying the insurer or failure to provide all relevant facts could result in the claim being denied or the insurers liability being reduced.

DUTY OF DISCLOSURE

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. The same duty arises on renewal, extension, reinstatement - or variation of the policy. The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal or matters applying to the insured named in the policy but includes other relevant matters including past business or businesses or private insurances. If you breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from inception.

WHERE TO FIND FURTHER INFORMATION

You can find further information about JLT by either contacting your JLT Adviser or on our website at www.jlta.com.au. Copies of the JLT Group's latest Annual Report and any other relevant publications are available upon request.

HOW YOU CAN CONTACT US ABOUT YOUR INSURANCE

To make things as easy as possible for you, you can give us your instructions by telephone, fax, email or in person, or by any other means which we agree with you. Just contact your JLT Adviser to arrange your preferred method of contact.

Communicating by email and mobile phone text messages (SMS)

We accept no responsibility if information sent by you to us by e-mail is incomplete or corrupted. We will also be entitled to act upon any instruction from you received by e-mail which reasonably appears to have been sent by you.

For important messages, we may ask for a confirmation of receipt and we will acknowledge or respond to messages we receive from you.

Where receipt of messages by a given time is critical or where the subject matter is important, we recommend you fax or courier your message to ensure we receive it and act on it efficiently.

We are unable to communicate with you or accept instructions from you by means of mobile phone text message (SMS).

ABOUT US

JLT is a leading provider of insurance-related risk solutions and corporate services in Australia. We employ over 750 staff around the country who work to ensure quality risk management outcomes for you. JLT is a wholly owned subsidiary of the largest quoted British and European insurance broking group, which is also the sixth largest broker in the world.

Under the Corporations Act, JLT is licensed to provide advice on general insurance products, life insurance products and managed investment schemes as an insurance broker and also to deal in these products and interests.

WHOM WE ACT FOR

We normally provide financial services on your behalf. Occasionally, where we have negotiated facilities to the benefit of our clients, we may act as agent of the insurer and not for you. For example, we may have an authority to arrange an insurance policy under a binding arrangement with the insurer, which means we can enter into the contract on the insurer's behalf. When we do this, we will specifically advise you.

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.

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.

PROTECTING YOU: AVOIDING CONFLICTS OF INTEREST

In all areas of business, conflicts of interest sometimes arise. JLT has designed efficient procedures to assist in the handling of such situations to ensure your protection at all times.

Where we act as the agent for two or more clients involved in the same (or related) loss situation, we will advise the clients involved of any conflicting interests. We will then take immediate steps to segregate the claim servicing functions for each of the clients. These steps will normally include the assignment of different JLT Advisers within JLT and the establishment of direct communication procedures.

Should a situation arise where our own interests conflict with any duty we owe to you, we will not proceed until we have fully informed you of the position and you have provided your informed consent on the manner in which we will proceed. We understand that for conflicting interest situations you may wish to secure the services of another broker to assist you with matters.

PRIVACY POLICY

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

JLT's Privacy Policy can be examined by accessing our website (<http://www.jlta.com.au/>) or by obtaining a copy from your account executive or the JLT Privacy Officer (at Jardine Lloyd Thompson Pty Ltd., 66 Clarence Street, Sydney, NSW, 2000 : or on telephone number (02) 9290 8000).

REMUNERATION AND OTHER INCOME

As an insurance broker, there are several ways we can be paid. In general, our main remuneration for arranging insurance on your behalf is calculated as either:

- Commission paid to us by the insurer.

This is a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. It will vary depending on the insurer and the policy and we will advise you of the range of commission upon request.

OR

- a Fee

OR

- combination of Commission paid by the insurer and a Fee.

Commission and Fees are earned for the policy period. We are entitled to retain all commission and fees covering the full policy period for policies placed by us on your behalf.

We may also charge you (with your agreement) a fee for any special advisory or additional claims-related services.

In addition to the fees above the JLT Group may also receive other types of income from insurers, including:

- interest earned on insurance monies passing through our bank accounts
- expense allowances or commissions from insurers for managing binding authorities and other similar facilities (including any claims which may arise under such arrangements)
- profit commissions or profit shares paid by insurers on certain classes of business
- Administrative Service Fees or expense reimbursements for some services we provide to insurers as part of providing them business or through the claims process.

In line with our policy of openness and transparency we will, when requested, endeavour to calculate and disclose the amount or a reasonable estimate of any additional income which we may receive from the above and any other sources in relation to insurances we arrange. This also applies to any non monetary remuneration we may receive from insurers such as gifts, entertainment and other incidental benefits where such remuneration could impact in any way on the services we provide to you.

We may also act as reinsurance broker to arrange facultative or treaty reinsurance for insurers with whom we have placed your insurances and we receive additional remuneration by way of commission or administrative fee for such services. These reinsurance placements are separate and distinct contracts where we act as the agent of the insurers concerned.

Where we act as managers of a Mutual Scheme or Discretionary Trust, our fee is negotiated according to the services to be provided.

JLT'S SALARIES, COMMISSIONS AND FEES

We sometimes pay bonuses to our staff for enhancing our business by providing excellent service to you. Other than that, our employees receive an annual salary, but do not generally receive a commission on any specific advice offered to you - this helps make sure JLT's advice is geared to providing the most appropriate insurance and risk management services for you. Our employees may be eligible to participate in JLT Group share plans offered (on a discretionary basis) from time to time.

In some cases another person or company may introduce you to us. In return, we sometimes share our commission or fees with them, or pay them an agreed Referral Fee.

We are committed to ensuring you receive top quality, independent advice. To help make sure of this, we endeavor to avoid any associations or relationships that are capable of influencing our advice to you, except those from which we may receive remuneration or benefits already declared to you and/or where the coverage terms benefit you.

RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

JLT 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.

REFUND PREMIUMS

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

SERVICE DIFFICULTIES

We have efficient dispute resolution procedures in place to help you. If you have a complaint, you can communicate it to your JLT Adviser in the first instance. Alternatively, you can refer it directly to JLT's Complaints Manager in writing, by telephone, or via email - whatever is most convenient to you. We will need you to provide us with comprehensive details to help us investigate your complaint further. All information will be treated in the strictest confidence.

We belong to approved external dispute resolution schemes designed to provide independent assistance to you as follows:

the Insurance Brokers Dispute Limited (1800 064 169) - a free consumer service for the resolution of disputes in relation to insurance brokers and their clients.

the Financial Industry Complaints Service Limited (1300 780 808) - a free service for consumers with complaints concerning the financial services industry.

Both schemes will then refer the matter to the JLT Complaints Manager for further investigation.

INFORMATION CONCERNING OUR RETAIL CLIENTS

(As required by the Financial Services Reform Legislation)

This document serves as our Financial Services Guide (FSG). This section is of specific relevance to our retail clients, as defined by the Corporations Act 2001 as:

- Individuals, or small businesses that employ less than 20 people, or if manufacturing businesses, less than 100 people
- And**
- where our service or advice relates to one or more of these insurances: Motor Vehicle (includes Motorcycles, however excludes CTP and motor vehicles with a carrying capacity in excess of 2 tonnes); Home building/contents, Sickness and accident, Consumer credit, Travel, Personal and domestic property, Medical indemnity or any other general insurance product prescribed by regulation.

DOCUMENTS WE MAY GIVE YOU

If you would like another copy of this Document or one of our specialist area FSGs, you can find them on our website at www.jlta.com.au or contact your JLT Adviser.

When you are buying a financial product, we will provide you with a Product Disclosure Statement. This will help you to make an informed decision about that product.

GENERAL ADVICE WARNING

In most instances our advice is general. To help you decide if it suits you, please read the Product Disclosure Statement. We are also happy to provide you with further information.

PROVIDING YOU WITH PERSONAL ADVICE

Sometimes it will be appropriate to provide you with personal advice that takes into account your individual objectives, financial situation or needs. This tailored advice will help ensure that you have cover most suited to your requirements. We will provide you with a Statement of Advice where this is required by law. Any subsequent advice will be recorded by us and you may request a copy of such record in writing.

We will inform you about our fees and commissions, other benefits and any associations we have with insurers or other parties which may have influenced the advice provided.

COOLING OFF PERIOD

Retail clients may be entitled to a minimum 14 day cooling-off period from the date cover commences during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted). This is subject to the requirements of the Corporations Act and the terms and conditions of your policy. This does not affect any other cancellation rights you may have under your policy.

You should check your policy and schedule when you receive it to be sure you have the cover you require. If the cover does not meet your needs or you have any questions about your cooling off rights, simply contact your JLT Adviser for information.

CONFIRMING YOUR TRANSACTION

We would be pleased to confirm any details about your insurance policies and transactions. Please contact your JLT Adviser by telephone or in writing to confirm any transactions (such as renewals and endorsements) under your policy. If necessary, we will obtain the information for you from the insurer on your behalf.

CONTACT DETAILS

Adelaide Level 3, 70 Hindmarsh Square Adelaide SA 5000 Tel: (08) 8418 0288 Fax: (08) 8223 6903	Brisbane Level 3, 12 Creek Street Brisbane QLD 4000 Tel: (07) 3246 7555 Fax: (07) 3246 7590
Melbourne Level 15, 500 Collins Street Melbourne VIC 3000 Tel: (03) 9613 1415 Fax: (03) 9614 3600	Sydney Level 11, 66 Clarence Street Sydney NSW 2000 Tel: (02) 9290 8000 Fax: (02) 9299 7280

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