

New Business Quotation

Monaro Farming Systems CMC Inc



02 July 2013

JLT 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.

JLT owns offices in 35 territories with some 7,800 employees, supported by the JLT International Network, enabling us to offer risk management and employee benefit solutions in 135 countries.

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Introduction

Further to your application for Professional Indemnity Insurance please find below our quotation for your consideration.

You need to tell your insurer/s everything relevant to their decision to accept the risk and on what terms. This Duty of Disclosure applies at all times. For more details and other advices, refer to the 'Important Information' at the end of this document.

To bind cover simply follow the instructions contained on page 7 of this document. Importantly, complete the acceptance declaration then return it to our office either by email or facsimile.

VALIDITY OF QUOTATIONS

Quotations in this report are subject to a validity period. We cannot guarantee that insurers will stand by their quotation indefinitely. Therefore, we would appreciate your instructions as soon as possible

These terms are provided on the following conditions:

- Your quotation is valid for 21 days.
- Cover will be incepted once we are in receipt of written confirmation of your acceptance. Please refer to your policy documents for details of Terms, Conditions and Exclusions.
- We are able to offer you a competitive pay by the month option if this should interest you. Details will be submitted with our invoice.

Associations Liability

OUR REF: 062300

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

INSURED Monaro Farming Systems CMC Inc including subsidiary or controlled companies now or previously existing or hereafter formed or acquired.

ABN AND ITC DETAILS ABN 18 981 544 007 ITC 100.00%

INSURING CLAUSES
1.5 Trade Practices and Related Legislation
1.6 Breach of Contract
1.7 Libel and Slander
1.8 Intellectual Property

**TERRITORIAL LIMITS/
GEOGRAPHICAL SCOPE** Worldwide

JURISDICTION LIMITS Worldwide excluding USA or the Dominion of Canada

**GOVERNING LAW
OF CONTRACT** Australian

**PERIOD OF INSURANCE/
POLICY PERIOD**
From: 30 June 2013 at 4 PM Local Time
To: 30 June 2014 at 4 PM Local Time
and any further period for which the Insurer agrees to provide cover.

**OPTION 1
LIMITS OF LIABILITY** \$1,000,000 any one claim and \$1,000,000 in the aggregate

**OPTION 2
LIMITS OF LIABILITY** \$2,000,000 any one claim and \$2,000,000 in the aggregate

**OPTION 3
LIMITS OF LIABILITY** \$5,000,000 any one claim and \$,000,000 in the aggregate

EXCESS	\$2,000 each and every claim	
RETROACTIVE DATE	Policy Inception excluding known Claims and circumstances	
POLICY WORDINGS AND CONDITIONS	QBE Association Liability Policy	QM829
AUTOMATIC EXTENSIONS	2.1 Advance Payment of Defence Costs 2.2 Insured v Insured 2.3 Occupational Health & Safety 2.4 Fraud and Dishonesty 2.5 Loss of Documents 2.6 Committees 2.7 Severability and Non-Imputation 2.8 Estates and Legal Representatives	
OPTIONAL EXTENSIONS	3.1 Increased Aggregate Limit of Indemnity 3.2 Fidelity 3.3 Outside Directorship – Blanket Cover 3.4 Outside Directorship – Run-off Cover 3.5 Trusteeship – Blanket Cover 3.6 Trusteeship – Run-off Cover	Not Included Not Included Not Included Not Included Not Included Not Included

B) ADDITIONAL EXCLUSIONS

Insolvency Exclusion

QBE shall not be liable under this Policy to make any payment for Loss arising from any Claim made against an Insured subsequent to the date upon which the Association becomes insolvent. PROVIDED ALWAYS THAT this Exclusion shall not apply where such Insured establishes to the satisfaction of QBE that the Claim would have been arisen notwithstanding that the Association was Insolvent.

For the purpose of this Exclusion, "Insolvent" means becoming a body corporate:

- (a) that is unable to pay its debts as and when they fall due
- (b) in respect of which an application for winding up has been made;
- (c) In respect of which liquidator, provisional liquidator, receiver, receiver and manager, or official manager has been appointed (whether or not by a court);
- (d) in respect of which an administrator has been appointed or that is under administration;
- (e) that has executed in deed of company arrangement that has not yet terminated;
- (f) that has entered into a compromise or arrangement with another person, the administration of which has not been concluded.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

C) OTHER ENDORSEMENTS

Continuous Cover Endorsement

QBE shall, notwithstanding Exclusion 4.1 (Prior or Pending) and any Claims Made notice, provided indemnity in respect of any claim made against the Insured where such claims arises from a fact or circumstance ("Circumstance"):

- a) of which the Insured first became aware prior to the period of cover and which the insured knew, or ought to have reasonably known, had potential to give rise to a claim; and
- b) which should have, but was not, notified to QBE under an earlier policy under which QBE was indemnifying the insured.

Provided always that

- c) such indemnity shall not apply to any claim where the insured's failure to notify such claim is fraudulent;
- d) QBE has continued as the insurer of the Insured's Association Liability policy in uninterrupted succession between the date when the Circumstance should have been notified and the date the claim was actually notified;
- e) Such indemnity shall be subject to the terms, conditions, limit of indemnity and deductible applicable to this Policy.

Other than as amended above the terms, conditions and exclusions of this Policy shall continue to apply.

INSURER QBE Insurance (Australia) Ltd	CAPACITY 100.000%	POLICY NUMBER
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REMARKS

Please refer to your policy document for details of Terms, Conditions and Exclusions.

Please note that some parts (or all) of this policy is on a claims made basis. This means that claims or possible claims must be notified to the insurer during the currency of the policy. Such a policy may not provide indemnity for claims or possible claims notified after the policy expires.

Acceptance Declaration

If our terms are satisfactory and you wish to incept cover, please sign, date and forward this document either by facsimile or email to:

Lynn Wainstein
Account Manager – Professions
Jardine Lloyd Thompson Pty Ltd
Phone: (03) 9614 1442
Facsimile: (03) 9614 3600
Email: lynn.wainstein@jlta.com.au

Cover	Limit of Liability	Premium	Accepted
Option 1 Association Liability	\$1,000,000	\$1,740.70	Yes / No
Option 2 Association Liability	\$2,000,000	\$2,034.07	Yes / No
Option 3 Association Liability	\$5,000,000	\$2,913.03	Yes / No

On receipt of your Declaration we will issue our tax invoice(s) for those covers accepted;

The quotation(s) provide summary of the policy cover and is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy wording made available with our original quotation(s) submitted;

Please refer to your policy document attached for full details of Terms, Conditions and Exclusions.
We also appoint Jardine Lloyd Thompson Pty Ltd as our insurance broker for these covers nominated for the duration of the insurance;

I / We accept the terms provided above where indicated and confirm that there have been no changes to the information supplied in the original Proposal dated 01/05/2031 submitted to our office nor, I / We are aware of any claims lodged against us or aware of any circumstances which may give rise to a claim not previously declared.

Signed: _____ Dated: _____

Position: _____ For and on behalf of **Monaro Farming Systems CMC Inc**

Additional Insurances Available

The following types of insurance are available to you; items that are not crossed out have **not** been purchased by you 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

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

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 (JLT) 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. JLT proposals may be made available to other persons or organisations only with written permission of JLT.

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A member of the Jardine Lloyd Thompson Group.

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