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4 May, 2001

David Abernethy
Partner
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BRISBANE QLD 4000

*Received
5 May*

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Dear David

Brisbane Grammar School - Various Claims

I refer to your letter of 3 May 2001 in relation to the above, and as requested detail hereunder information, which we have been able to extract from our records in relation to Public Liability Insurers for the years 1977 to 1989.

Some of the information that we have on file is not conclusive as to the actual underwriters, particularly for the years 1977 to 1982, but it is the best we can do at this stage.

Liability Insurance Programme

1/9/77 to 1/9/78	Insurance Company of North America (now Ace Asia Pacific) Indemnity unknown but assumed to be \$1,000,000
1/9/78 to 1/9/79	Insurance Company of North America Indemnity \$1,000,000
1/9/79 to 1/9/82	American International Underwriters (now American Home Assurance – AIG) Indemnity not known but would have been for a minimum of \$1,000,000 and may have been increased to \$5,000,000
1/9/82 to 1/9/83	Insurance Company of North America Indemnity \$15,000,000
1/9/83 to 1/9/84	Insurance Company of North America Indemnity \$17,500,000
1/9/84 to 1/9/85	Insurance Company of North America Indemnity \$17,500,000
1/9/85 to 1/9/86	Cigna Insurance (now Ace Asia Pacific) Indemnity \$20,000,000



1/9/86 to 1/9/87 Primary Underwriter - \$1,000,000 – Royal Insurance,
Melbourne
1st Excess - \$14,000,000 – Cigna Insurance
2nd Excess - \$5,000,000 – Carlingford Insurance (CIC-HIH)

1/9/87 to 31/12/88 Our renewal report to the client indicates Primary \$1,000,000
Royal Insurance, Melbourne, 1st Excess \$4,000,000 C E
Heath, Melbourne, 2nd Excess \$15,000,000 Cigna, Brisbane.

As requested, I also attach copies of all correspondence which we have had with Insurers in relation to potential claims.

At this stage, I believe I have exhausted all avenues to obtain more concrete evidence of covers and/or policy documents, but we will continue our investigations.

In relation to HIH, I believe the possibility of them accepting these claims under their Professional Indemnity policy was fairly remote, but certainly worth pursuing.

I believe the door should be kept open, however, and suggest you advise them of the current position reserving your client's rights to readdress the claims with them and giving them the opportunity to become involved in current negotiations if they so wish.

If we can be of any further assistance, please do not hesitate to contact us.

Yours sincerely



KEN WINKS
Consultant/Account Executive

