

## **Schedule 4 – Insurance**

### **Part A - Pre-Operational Phase insurance requirements**

During the Pre-Operational Phase, the Operator must effect or cause to be effected and maintained each of the Insurances in accordance with Clause 27 of this Agreement.

At a minimum, the Operator will be required to ensure the following insurance coverage in relation to the Pre-Operational Phase:

- (a) industrial special risks as described in Table 1 of this Part A; and
- (b) public and products liability as described in Table 2 of this Part A.

**Table 1: Industrial special risks**

<b>Insurance element</b>	<b>Minimum requirement</b>
Insured	<ul style="list-style-type: none"> <li>• the Operator; and</li> <li>• the State.</li> </ul>
Sum insured	Full replacement value of State FF&E.
Scope of cover	Coverage against physical loss, destruction or damage to State FF&E from any cause or event not otherwise excluded in accordance with usual practice for insurance of this kind.
Geographical coverage	Anywhere in the Commonwealth of Australia (and whilst in transit to the extent the State FF&E is being procured by the Operator).
Retroactive date	Not applicable.
Deductibles	As tendered.
Annual premium	As tendered.
Additional requirements	Not applicable.
Period of insurance	For the duration of the Pre-Operational Phase.

**Table 2: Public and products liability**

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> <li>• the Operator;</li> <li>• the State;</li> <li>• the State Associates; and</li> <li>• all Subcontractors for their respective rights and interests.</li> </ul>
Sum insured	Not less than [ <i>Not disclosed</i> ] for any one occurrence and unlimited as to the number of occurrences happening during any annual period of insurance, except for products liability limited to [ <i>Not disclosed</i> ] during any one 12 month period of insurance.
Scope of cover	Public and products liability insurance covering legal liability of the Insured arising out of or in connection with the Pre-Operational Services (including such liability arising out of any act, negligence, error or omission made or done by or on behalf of the Insured and the Insured's employees).
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	Not applicable.
Deductibles	As tendered.
Premium	As tendered.
Additional requirements	<p>The insurance policy is to include a cross liability clause, severability and non-imputation for the benefit of the Operator, the State, the State Associates and Subcontractors to ensure that each Insured is a separate legal entity for the purpose of this insurance policy.</p> <p>The insurance policy is to cover pollution liability including clean-up costs but only if caused by a sudden, accidental, unexpected and unintended occurrence.</p>
Period of insurance	From the date of this Agreement to the Operational Commencement Date.
Additional requirements	The insurance policy should be procured on a project specific basis.

## **Part B - Insurance during the Operating Phase**

From the Operational Commencement Date, the Operator must effect and maintain or cause to be effected and maintained each of the insurances in accordance with Clause 27 of this Agreement.

At a minimum, the Operator will be required to ensure the following insurance coverage in relation to the Operating Phase:

- (a) industrial special risks insurance as described in Table 1 of this Part B; and
- (b) public and products liability insurance as described in Table 2 of this Part B.

**Table 1: Industrial special risks**

<b>Insurance element</b>	<b>Minimum requirement</b>
Insured	<ul style="list-style-type: none"> <li>• the Operator; and</li> <li>• the State.</li> </ul>
Sum insured	Full replacement value of Operator FF&E and Services Equipment.
Scope of cover	Coverage against physical loss, destruction or damage to Operator FF&E and Services Equipment from any cause or event not otherwise excluded in accordance with usual practice for insurance of this kind.
Geographical coverage	Anywhere in the Commonwealth of Australia (and whilst in transit to the extent the Operator FF&E is being procured or replaced by the Operator).
Retroactive date	Not applicable.
Deductibles	As tendered.
Annual premium	As tendered.
Additional requirements	Not applicable.
Period of insurance	Duration of the Operating Phase.

**Table 2: Public and products liability insurance**

<b>Insurance element</b>	<b>Minimum requirement</b>
Insured	<ul style="list-style-type: none"> <li>• the Operator;</li> <li>• all Subcontractors for their respective rights and interests; and</li> <li>• the State and State Associates.</li> </ul>
Sum insured	Not less than [ <i>Not disclosed</i> ] for any one occurrence and unlimited as to the number of occurrences happening during any one 12 month period of insurance except for products liability limited in the aggregate to [ <i>Not disclosed</i> ] during any one 12 month period of insurance.
Scope of cover:	Public and products liability insurance covering legal liability of the Insured arising out of or in connection with the Services (including such liability arising out of any act, negligence, error or omission made or done by or on behalf of the Insured and the Insured's employees).
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	Not applicable.
Deductibles	As tendered.
Annual premium	As tendered.
Additional requirements	<p>The insurance policy is to include a cross liability clause, severability and non-imputation for the benefit of the Operator, Subcontractors, State and State Associates to ensure that each Insured is a separate legal entity for the purpose of this insurance policy.</p> <p>The insurance policy is to cover pollution liability including clean-up costs but only if caused by a sudden, accidental, unexpected and unintended occurrence.</p>
Period of insurance	Duration of the Operating Phase.

### **Part C - Insurance from the date of this Agreement to the Expiry Date**

From the date of this Agreement to the Expiry Date, the Operator must effect and maintain or cause to be effected and maintained each of the insurances in accordance with Clause 27 of this Agreement.

At a minimum, the Operator will be required to ensure the following insurance coverage:

- (a) professional indemnity insurance as described in Table 1 of this Part C;
- (b) workers' compensation insurance as described in Table 2 of this Part C;
- (c) motor vehicle insurance as described in Table 3 of this Part C; and
- (d) to the extent the Operator procures or replaces State FF&E or any other FF&E, marine transit as described in Table 4 of this Part C.

**Table 1: Professional indemnity insurance**

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> <li>• the Operator; and</li> <li>• a principal's indemnity extension in favour of the State.</li> </ul>
Sum insured	Minimum coverage of [ <i>Not disclosed</i> ] for any one claim and in the annual aggregate.
Scope of cover	<p>Covering any legal liability resulting from any act or omission arising out of the breach of professional duties of the Insured in connection with the Services, including the Pre-Operational Services, and must be extended to include:</p> <ul style="list-style-type: none"> <li>(i) one automatic reinstatement of the full sum insured in any one period of insurance;</li> <li>(ii) fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, intellectual property and trade mark;</li> <li>(iii) loss of or damage to documents data, software and computer programs;</li> <li>(iv) breach of the <i>Competition and Consumer Act 2010</i> (Cth) and the <i>Fair Trading Act 2010</i> (WA) and any similar legislation in any other State or Territory in so far as they may relate to the provision of the services provided in connection with the Services, including the Pre-Operational Services; and</li> <li>(v) the vicarious liability of the Insured arising out of the breach of professional duties of all persons engaged by the Insured in connection with the Services, including the Pre-Operational Services.</li> </ul>
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	No later than the Effective Date.
Deductibles	As tendered.
Premium	As tendered.
Additional requirements	Contractual clauses between the Operator and Subcontractors must not contain provisions which preclude recovery for breach of professional duty.
Period of insurance	From the date of this Agreement until six years after the Expiry Date.



**Table 2: workers' compensation insurance**

Insurance element	Minimum requirement
Insured	<p>Each of the following parties is required to procure its own workers' compensation insurance:</p> <ul style="list-style-type: none"> <li>• the Operator;</li> <li>• the State; and</li> <li>• the State Associates.</li> </ul>
Level of cover	<p>Workers' compensation insurance in accordance with the provisions of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i>, including cover for common law liability for an amount of at least \$50 million for any one occurrence in respect of workers of the Insured.</p> <p>The insurance policy must be extended to indemnify the State for any claims and liability that may arise under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i>.</p>
Risks covered	As required by Law.
Retroactive date	Not applicable.
Deductibles	As required by Law.
Premium	As tendered.
Additional requirements	Not applicable.
Period of insurance	From the date of this Agreement to the Expiry Date.

**Table 3: motor vehicle insurance**

<b>Insurance element</b>	<b>Minimum requirement</b>
Insured	Each party is required to procure its own motor vehicle insurance: <ul style="list-style-type: none"> <li>• the Operator, which policy must also name the State as an insured (other than the statutory motor vehicle policy);</li> <li>• the State; and</li> <li>• the State Associates.</li> </ul>
Level of cover	Motor Vehicle Third Party Liability Insurance: Not less than [ <i>Not disclosed</i> ] for any one occurrence or accident. Compulsory Third Party Motor Vehicle Insurance: As required by law.
Risks covered	Motor vehicle third party liability insurance covering legal liability for property loss or damage and bodily injury to or death of persons (other than compulsory third party motor vehicle insurance) and compulsory third party motor vehicle insurance as required under any Law relating to motor vehicles used in connection with the Services including the Pre-Operational Services.
Retroactive date	Not applicable.
Deductibles	As tendered.
Premium	As tendered.
Additional requirements	All motor vehicles for use on public roads must be registered currently for compulsory third party insurance as required by Law.
Period of insurance	From the date of this Agreement to the Expiry Date.

**Table 4: Marine transit**

<b>Insurance element</b>	<b>Minimum requirement</b>
Insured	<ul style="list-style-type: none"> <li>• the Operator; and</li> <li>• the State.</li> </ul>
Sum insured	Not less than the full replacement value of State FF&E or any other FF&E procured or replaced by the Operator
Scope of cover	Coverage against physical loss or damage to State FF&E or any other FF&E procured or replaced by the Operator being transported from their point of dispatch to the Site including loading and unloading and cover for incidental storage of State FF&E or any other FF&E procured or replaced by the Operator prior to delivery to the Site.
Geographical coverage	Worldwide cover
Retroactive date	Not applicable.
Deductibles	As tendered.
Annual premium	As tendered.
Additional requirements	Not applicable.
Period of cover	From the date of this Agreement to the Expiry Date.