

Schedule 9 - Insurance

Part A - D&C Phase insurance requirements

Project Co will be required to effect or cause to be effected such appropriate insurances during the D&C Phase in accordance with Clause 39 of the Agreement.

At minimum, Project Co will be required to ensure the following insurance coverage in relation to the D&C Phase:

- (a) contract works insurance (material damage) as described in Table 1;
- (b) contract works insurance (public liability) as described in Table 2;
- (c) contract works insurance (advanced loss of profits) as described in Table 3;
- (d) professional indemnity insurance as described in Table 4;
- (e) workers' compensation insurance as described in Table 5; and
- (f) motor vehicle insurance as described in Table 6.

Table 1: contract works insurance (material damage)

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> • Project Co; • The State; • The Security Trustee; • The Builder; and • All Subcontractors to either Project Co or the Builder for their respective rights and interests
Sum insured	The full cost of reinstatement of the Facility based on the capital cost
Scope of cover	<p>For the Stage 1 Works and the Stage 2 Works, the Insurance Policy must include, as a minimum, the following:</p> <ul style="list-style-type: none"> • materials, Plant and FF&E on the Site; • principally owned materials; • professional fees; • removal of debris; • expediting expenses; • contract price escalation; • inland transit, off-site storage; • subsidence/earth movement; • civil works/excavation works; • riots, strikes, industrial action; • Off-Site Infrastructure Works; • Plant and FF&E commissioning and testing; • Temporary Works, scaffolding and formwork; • Plant and FF&E; • temporary protection and/or loss mitigation expenses; and • loss of or damage to and the cost to rectify, replace or repair property which is free of a defective condition but is damaged in consequence of other property which is in a defective condition
Geographical coverage	Anywhere in the Commonwealth of Australia, including whilst in transit (other than ocean marine transit) between any places therein
Retroactive date	Not applicable
Deductibles	As tendered
Premium	As tendered
Additional requirements	The insurance policy should be procured on a Project commenced basis
Period of insurance	From Financial Close to the expiry of the Builder's defects liability period

Table 2: contract works insurance (public liability)

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> • Project Co; • The Builder; • The State; • The State Associate; and • All Subcontractors to either Project Co or the Builder for their respective rights and interests.
Sum insured	Not less than <i>[not disclosed]</i> for any one occurrence or series of occurrences arising out of the same source or original cause, and unlimited in the aggregate during the period of insurance.
Scope of cover	<p>Legal liability to third parties (including counterparties) for personal injury and/or property damage caused by an occurrence during the period of insurance, where such occurrence arises:</p> <ul style="list-style-type: none"> • out of the Stage 1 Works or Stage 2 Works; or • during the maintenance/defects liability period and is caused by the Builder or Subcontractors whilst remedying any defects in accordance with their contractual obligations.
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 Builder, Project Co and the State to ensure that each insured party is a separate legal entity for the purpose of this Insurance Policy.</p> <p>The insurance policy is to cover expenses incurred by an insured for first aid to others for bodily injury at the time of an occurrence.</p> <p>The policy is to cover pollution liability but only if caused by a sudden, accidental, unexpected and unintended occurrence.</p>
Period of insurance	From Financial Close to the expiry of the Builder's defects liability period via the use of John Holland Group (JHG) annual policy.

Table 3: contract works insurance and marine transit (advanced loss of profits) (if required)

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> • Project Co; and • The Security Trustee
Level of cover	<i>[not disclosed]</i>
Scope of cover	Coverage against loss of anticipated revenue arising out of: <ul style="list-style-type: none"> • all insurable risks of loss or damage to the Facility under construction; and • delay in the Operational Commencement Date resulting from the loss or damage to specialist materials procured from overseas.
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	Not applicable
Deductibles	As tendered
Premium	As tendered
Additional requirements	Not applicable
Period of Insurance	From Financial Close to Stage 2 Completion

Table 4: professional indemnity insurance

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> • Project Co via a principal's indemnity under JHG and Pindan Pty Ltd's annual insurance; • the Builder; and • relevant Subcontractors included via a vicarious liability clause under JHG's insurance.
Sum insured	Minimum coverage of <i>[not disclosed]</i> : <ul style="list-style-type: none"> • for any one claim; and • the annual aggregate.
Scope of cover	Covering the legal liability of the Builder arising out of any act, negligence, error or omission made or done by or on behalf of the Builder and the Builder's employees in connection with the Works. The policy must include a provision for automatic reinstatement of the full sum insured in any one period of insurance. Professional indemnity insurance must include: <ul style="list-style-type: none"> • loss of or damage to documents and data; and • breach of the <i>Competition and Consumer Act 2010</i> (Cth) and the provisions of the <i>Fair Trading Act 2010</i> (WA).
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	No later than Financial Close
Deductibles	As tendered
Premium	As tendered
Additional requirements	Project Co must ensure that the Subcontractors and consultants have professional indemnity insurance as follows: <ul style="list-style-type: none"> • <i>[not disclosed]</i> for Subcontractors; • <i>[not disclosed]</i> for major consultants being: <ul style="list-style-type: none"> ○ the lead architect; ○ the lead structural engineer; and ○ the lead services engineer. Contractual clauses between Project Co, the Builder, consultants and Subcontractors must not contain provisions which preclude recovery for breach of professional duty (up to the limit of the insurance).
Period of insurance	From Financial Close to 6 years post the Date of Stage 2 Completion via the use of JHG and Pindan's annual policy.

Table 5: workers' compensation insurance

Insurance element	Minimum requirement
Insured	<p>Each of the following parties are required to procure its own workers' compensation insurance:</p> <ul style="list-style-type: none"> • Project Co; • the Builder; • all Subcontractors; • the State; and • State Associates.
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 not less than \$50 million for any one occurrence in respect of workers of the relevant insured party.</p> <p>The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i>.</p> <p>The insurance policy must cover the legal liability of the insured out of any act, negligence, error or omission made of done by or on behalf of the insured and the insured's employees in connection with the Works.</p>
Risks covered	As required by Law
Retroactive date	N/A
Deductibles	As required by Law
Premium	As tendered
Additional requirements	N/A
Period of cover	Duration of the D&C Phase

Table 6: motor vehicle insurance

Insurance element	Minimum requirement
Insured	<p>Each of the following parties are required to procure its own motor vehicle insurance:</p> <ul style="list-style-type: none"> • Project Co; • the Builder; • all Subcontractors; • the State; and • State Associates.
Level of cover	<p>Minimum coverage for an amount of not less than <i>[not disclosed]</i> for:</p> <ul style="list-style-type: none"> • any one occurrence; and • unlimited in the aggregate. <p>In respect of the FM Subcontractor only, minimum coverage for an amount of not less than <i>[not disclosed]</i> for:</p> <ul style="list-style-type: none"> • any one occurrence; and • in the aggregate.
Risks covered	<p>Covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Stage 1 Works or Stage 2 Works and compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Stage 1 Works or Stage 2 Works.</p> <p>In respect of the FM Subcontractor only, covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Services and compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Services.</p>
Retroactive date	N/A
Deductibles	As tendered
Premium	As tendered
Additional requirements	All motor vehicles must be registered currently for compulsory third party insurance as required by Law, if for use on public roads.
Period of cover	Duration of the D&C Phase

Part B - Insurance during the Operating Phase

Project Co will be required to have such appropriate insurances during the Operating Phase with respect to the Facility as a prudent owner and contractor would consider normal and usual for this type of Facility.

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

- (a) industrial special risks/consequential loss insurance as described in Table 1;
- (b) public liability as described in Table 2;
- (c) workers compensation as described in Table 3; and
- (d) motor vehicle insurance as described in Table 4.

All amounts specified below will be subject to annual indexation in accordance with the Agreement.

Table 1: industrial special risks/consequential loss insurance

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> • Project Co; • The Security Trustee; and • The FM Subcontractor (the FM Subcontractor's interest to be insured either under the industrial special risks/consequential loss insurance or the care, custody and control terms of the public and products liability insurance (whichever is more economical for Project Co)).
Sum insured:	Reflecting a combined limit of no less than the aggregation of the following: <ul style="list-style-type: none"> • in relation to the Facility, the Facility's full replacement value; and • in relation to consequential loss (business interruption), an amount equivalent to <i>[not disclosed]</i>.
Scope of Cover	<p>Material loss or damage</p> <p>Coverage for physical loss, destruction of or damage to the Facility for its full reinstatement and/or replacement value by whomever caused.</p> <p>Consequential Loss</p> <p>Coverage for consequential loss (business interruption), in respect of loss of anticipated revenue and additional expense, arising out of the insured risks of loss or damage to the Facility.</p>
Geographical coverage	Anywhere in the Commonwealth of Australia (and whilst in transit).
Retroactive date	Not applicable
Deductibles	As tendered
Annual premium	As tendered
Additional requirements	Not applicable
Period of cover	Duration of the Operating Phase.

Table 2: public liability insurance

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> • Project Co; • The State and State Associates in respect of their vicarious liability for the acts and omissions of Project Co or any Project Co Associate (for the avoidance of doubt, including the State and State Associates in respect of their vicarious liability for the acts and omissions of Project Co or any Project Co Associate committed during the Works); and • the FM Subcontractor.
Sum insured	At least <i>[not disclosed]</i> for any one occurrence.
Scope of cover:	Public liability insurance covering legal liability of the insured out of any act, negligence, error or omission made or done by or on behalf of the insured and the insured's employees in connection with the Services.
Geographical coverage	Anywhere in the Commonwealth of Australia (and whilst in transit).
Retroactive date	Not applicable
Deductibles	As tendered
Annual premium	As tendered
Excess	Nil
Additional requirements	Not applicable
Period of cover	Duration of the Operating Phase.

Table 3: 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"> • Project Co; • the FM Subcontractor; • the State; and • State Associates.
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 <i>[not disclosed]</i> for any one occurrence in respect of workers.</p> <p>The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981 (WA)</i>.</p> <p>The insurance policy must cover the legal liability of the insured out of any act, negligence, error or omission made of done by or on behalf of the insured and the insured's employees in connection with the Services.</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 cover	Duration of the Operating Phase.

Table 4: motor vehicle insurance

Insurance element	Minimum requirement
Insured	Each party is required to procure its own motor vehicle insurance: <ul style="list-style-type: none"> • Project Co; • the Facility Operator; • the FM Subcontractor; • the State; and • State Associates.
Level of cover	Minimum coverage for an amount of not less than <i>[not disclosed]</i> for: <ul style="list-style-type: none"> • any one occurrence; and • in the aggregate.
Risks covered	Covering legal liability against property damage and bodily injury to, or death of, persons (including bodily injury gap protection) caused by motor vehicles used in connection with the Services and compulsory third party insurance as required under any statute relating to motor vehicles used in connection with the Services.
Retroactive date	Not applicable
Deductibles	As tendered
Premium	As tendered
Additional requirements	All motor vehicles must be registered currently for compulsory third party insurance as required by Law, if for use on public roads.
Period of cover	Duration of the Operating Phase.