

## **Schedule 9 – Insurance**

### **Part A D&C Phase insurance requirements**

There are two parts to this Part A:

- Part A(i) — Insurance during the D&C Phase (Builder); and
- Part A(ii) — Insurance during the D&C Phase (Laing Investment Management Services (Australia) Limited).

### **Part A(i) D&C Phase insurance requirements**

During the D&C Phase, Project Co must cause to be effected and maintained each of the Insurances, including those set out in this Part A(i) of Schedule 9, in accordance with Clause 40 of this Agreement.

At a 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(i) of this Part A(i);
- (b) contract works insurance (advance consequential loss) as described in Table 1(ii) of this Part A(i);
- (c) contract works insurance (public and products liability) as described in Table 2 of this Part A(i);
- (d) professional indemnity insurance as described in Table 3 of this Part A(i);
- (e) workers' compensation insurance as described in Table 4 of this Part A(i); and
- (f) motor vehicle insurance as described in Table 5 of this Part A(i).

**Table 1(i): contract works insurance (material damage)**

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> <li>• Project Co;</li> <li>• the State;</li> <li>• the Security Trustee;</li> <li>• the Builder; and</li> <li>• all Subcontractors, to either Project Co or the Builder for their respective rights and interests.</li> </ul>
Sum insured	<p>The full cost of reinstatement of the DBFM Works including:</p> <ul style="list-style-type: none"> <li>• materials, plant and Project Co FF&amp;E;</li> <li>• principal owned materials;</li> <li>• professional fees;</li> <li>• removal of debris;</li> <li>• expediting expenses;</li> <li>• contract price escalation;</li> <li>• Temporary Works, scaffolding and formwork; and</li> <li>• temporary protection and loss mitigation expenses.</li> </ul>
Scope of cover	<p>Cover against physical loss or damage to the DBFM Works and unfixed goods and materials whether on or off the Construction Site. The insurance policy must be extended to include, as a minimum, the following:</p> <ul style="list-style-type: none"> <li>• inland transit, off-site storage anywhere in Australia;</li> <li>• subsidence/earth movement;</li> <li>• civil works/excavation works;</li> <li>• riots, strikes and industrial action;</li> <li>• Off-Site Infrastructure Works;</li> <li>• Project Co FF&amp;E commissioning and testing; and</li> <li>• 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.</li> </ul>
Geographical coverage	Anywhere in Australia where work is done or materials acquired, including whilst in transit between any places therein.
Retroactive date	Not applicable.
Deductibles	<p>[Not disclosed]- each and every occurrence in respect of damage arising out of DE5/95 Design Exclusion;</p> <p>[Not disclosed]- each and every occurrence in respect of damage arising out of DE3/95 Design Exclusion;</p> <p>[Not disclosed]- each and every occurrence in respect of storm, tempest, flood, water damage, subsidence, collapse, earthquake and maintenance / defects liability;</p> <p>[Not disclosed]- each and every occurrence in respect of all other losses.</p>
Premium	As tendered.
Additional requirements	The insurance policy should be procured on a project specific basis.

<b>Insurance element</b>	<b>Minimum requirement</b>
Period of cover	From Financial Close to the expiry of the Builder's defects liability period.

**Table 1(ii): advance consequential loss insurance**

<b>Insurance element</b>	<b>Minimum requirement</b>
Insured	<ul style="list-style-type: none"> <li>• Project Co; and</li> <li>• the Security Trustee.</li> </ul>
Sum insured	<p>The value for the indemnity period of delay costs comprising:</p> <ul style="list-style-type: none"> <li>• loss of revenue (Monthly Service Payments);</li> <li>• increased costs of working (Project Co costs); and</li> <li>• and including allowance for additional increased costs of working and claims preparation costs</li> </ul>
Scope of cover	Cover for delay costs consequent upon a delay in completion directly arising from physical loss or damage to the DBFM Works and unfixed goods and materials whether on or off the Construction Site.
Geographical coverage	Anywhere in Australia where work is done or materials acquired, including whilst in transit between any places therein.
Indemnity Period	<i>[Not disclosed]</i>
Deductibles	<i>[Not disclosed]</i>
Premium	As tendered.
Additional requirements	<p>The insurance policy should be procured on a project specific basis.</p> <p>Project Co must ensure that the insurer waives any rights of subrogation which it may have against the State of Western Australia, the Minister for Works, (a body corporate constituted under section 5 of the Public Works Act 1902 (WA)), the Western Australian Sports Centre Trust, trading as VenuesWest and any entity, department, Government Agency or instrumentality of the State of Western Australia, and any Minister, whether body corporate or otherwise, and their respective employees, officers and agents .</p>
Period of cover	From Financial Close to the Date of Commercial Acceptance.

**Table 2: contract works insurance (public and products liability)**

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> <li>• Project Co;</li> <li>• the Builder;</li> <li>• the State;</li> <li>• the State Associates;</li> <li>• the Security Trustee; and</li> <li>• all Subcontractors to either Project Co or the Builder 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 (completed operations) limited to [ <i>not disclosed</i> ]during any one 12 Month period of insurance.
Scope of cover	<p>Legal liability to third parties for personal injury, death or illness and/or property damage caused by an occurrence during the period of insurance, where such occurrence arises:</p> <ul style="list-style-type: none"> <li>• out of the DBFM Works (including pile driving operations); or</li> <li>• during the maintenance/defects liability period and is caused by the Builder or Subcontractors whilst remedying any defects in accordance with their contractual obligations; and</li> <li>• covers products liability (completed operations).</li> </ul>
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	Not applicable.
Premium	As tendered.
Additional requirements	<p>The insurance policy is to include a cross liability, a severability and a non-imputation clause for the benefit of the Builder, Project Co, 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 expenses incurred by an insured for first aid to others for bodily injury at the time of an occurrence.</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> <p>The insurance policy is to cover liability arising from the use of unregistered motor vehicles, plant and equipment.</p>
Period of cover	From Financial Close to the expiry of the Builder's defects liability period, except for products liability (completed operations) which must be maintained for a period of 10 years after the Date of Commercial Acceptance.

**Table 3: professional indemnity insurance**

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> <li>• Project Co via a principal's indemnity provision under Builder annual insurance; and</li> <li>• the Builder.</li> </ul>
Sum insured	Minimum coverage of [not disclosed]for any one claim.
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 DBFM Works and must be extended to include:</p> <ul style="list-style-type: none"> <li>(i) unlimited reinstatements 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 and intellectual property;</li> <li>(iii) loss of or damage to documents and data;</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 DBFM Works; 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 DBFM Works, including all Subcontractors and consultants providing professional advice or services.</li> </ul>
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	No later than Financial Close.
Premium	As tendered.
Additional requirements	Contractual clauses between Project Co, the Builder, consultants and Subcontractors must not contain provisions which preclude recovery for breach of professional duty.
Period of cover	From Financial Close to 6 years post the Date of Commercial Acceptance.

**Table 4: 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"> <li>• Project Co (if applicable);</li> <li>• the Builder;</li> <li>• all Subcontractors;</li> <li>• the State; and</li> <li>• 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</i> (WA), including cover for common law liability for an amount of not less than [<i>not disclosed</i>]for any one occurrence in respect of workers of the insured.</p> <p>The insurance policy must be extended to indemnify the State and, in relation to the Builder's policy only, Project Co, for any claims and liability that may arise under section 175(2) of the <i>Workers' Compensation and Injury Management Act 1981</i> (WA).</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	From Financial Close to the Date of Commercial Acceptance.

**Table 5: 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"> <li>• Project Co (if applicable);</li> <li>• the Builder;</li> <li>• all Subcontractors;</li> <li>• the State; and</li> <li>• State Associates.</li> </ul>
Level of cover	<p>Motor vehicle third party liability insurance:            Not less than [<i>not disclosed</i>]for any one occurrence or accident.</p> <p>Compulsory third party motor vehicle insurance:            As required by Law.</p>
Risks covered	<p>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 DBFM Works.</p>
Retroactive date	Not applicable.
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 cover	Duration of the D&C Phase.



**Part A(ii) D&C Phase insurance requirements**

During the D&C Phase, Project Co must cause to be effected and maintained each of the Insurances, including those specified in this Part A(ii) of Schedule 9, in accordance with Clause 40 of this Agreement.

At a minimum, Project Co will be required to ensure that Laing Investment Management Services (Australia) Limited effects and maintains professional indemnity insurance as described in Table 1 of this Part A(ii) in relation to the D&C Phase.

**Table 1: professional indemnity insurance**

<b>Insurance element</b>	<b>Minimum requirement</b>
Insured	Laing Investment Management Services (Australia) Limited
Principal's Indemnity	This policy will extend to provide cover to Project Co via a principal's indemnity provision.
Sum insured	Minimum coverage of [not disclosed] for any one claim or series of claims arising out of one single incident and in the annual aggregate plus one reinstatement
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 DBFM Works and must be extended to include:</p> <ul style="list-style-type: none"> <li>(i) fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, intellectual property and trade mark;</li> <li>(ii) loss of or damage to documents data, software and computer programs;</li> <li>(iii) 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 DBFM Works; and</li> <li>(iv) 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 DBFM Works including all Subcontractors and consultants providing professional advice or services.</li> </ul>
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	No later than Financial Close.
Premium	As tendered.
Period of cover	From Financial Close to 6 years post the Date of Commercial Acceptance.

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

From the Date of Commercial Acceptance, Project Co must effect and maintain each of the Insurances, including those specified in this Part B of Schedule 9, in accordance with Clause 40 of this Agreement.

At a minimum, Project Co 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;
- (b) public and products liability insurance as described in Table 2 of this Part B;
- (c) professional indemnity insurance as described in Table 3 of this Part B;
- (d) workers' compensation insurance as described in Table 4 of this Part B; and
- (e) motor vehicle insurance as described in Table 5 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>• Project Co;</li> <li>• the State; and</li> <li>• the Security Trustee.</li> </ul>
Sum insured	Full replacement value of the Stadium, Sports Precinct and Off-Site Infrastructure and contents, including but not limited to, any Group 1 FF&E.
Scope of cover	<p>Coverage against physical loss, destruction or damage from any cause or event not otherwise excluded in accordance with usual practice for insurance of this kind.</p> <p>This policy will extend to include business interruption insurance resulting from physical loss or damage covered by the material damage section of the industrial special risks insurance and will provide cover for Project Co's gross revenue which shall include the quarterly service payments made to Project Co and any commercial revenue and shall be based on an indemnity period of not less than <i>[not disclosed]</i> plus cover for additional increased costs of working and claims preparation costs.</p>
Geographical coverage	Anywhere in the Commonwealth of Australia (and whilst in transit).
Retroactive date	Not applicable.
Deductibles	<p><b>Section 1 – Material Damage</b> – in respect of each loss or series of losses arising out of any one event:</p> <p>Earthquake, subterranean fire or volcanic eruption -</p> <p>(a) <i>[Not disclosed]</i>; or</p> <p>(b) an amount equal to <i>[not disclosed]</i> of the total declared values at the situation where the damage occurs, whichever is the lesser.</p> <p>Directors' &amp; Officers' Personal Effects - <i>[not disclosed]</i>.</p> <p>All other losses - <i>[not disclosed]</i>.</p> <p><b>Section 2 – Business Interruption</b> – in respect of each loss or series of losses arising out of any one event:</p> <p>Prevention of access/premises in the vicinity, public utilities, unspecified suppliers and customers premises, notifiable human infectious and contagious disease, loss of attraction - <i>[Not disclosed]</i>.</p>
Annual premium	To be determined.
Additional requirements	<p>Without limiting Project Co's obligations in relation to the material damage section of the policy, Project Co must ensure that in relation to the business interruption insurance the insurer waives any rights of subrogation which it may have against the State and any entity, department, Government Agency or instrumentality of the State of Western Australia, and any Minister, whether body corporate or otherwise, and their respective employees, officers, agents and contractors, and consultants engaged by the State in respect of the new Perth Stadium Project, but only to the extent those consultants are present on the Site or any location where the Services on the DBFM Project are being performed, other than:</p> <p>(i) any contractor engaged by the State to operate the Stadium and Sports Precinct (Stadium Operator);</p> <p>(ii) contractors engaged by the State to perform a Modification to the Stadium or Sports Precinct during the Pperating Phase; and</p>

Insurance element	Minimum requirement
	<p>(iii) third parties engaged by the State to:</p> <ul style="list-style-type: none"> <li>(a) perform services or works on the Stadium or Sports Precinct during the Operating Phase where the State rejects Project Co's quote to perform those works or services;</li> <li>(b) perform suspended obligations during a period of force majeure which occurs during the operating phase; and</li> <li>(c) perform work in respect of a compensable change event during the D&amp;C Phase where Project Co was required by the State to undertake a tender process in respect of that work but the State is dissatisfied with the conduct of the tender process.</li> </ul>
Period of cover	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>• Project Co;</li> <li>• the FM Subcontractor;</li> <li>• the State and State Associates in respect of their vicarious liability for the acts and omissions of Project Co or any Project Co Associate; and</li> <li>• the Security Trustee in respect of its vicarious liability for the acts and omissions of Project Co or any Project Co Associate.</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	[ <i>not disclosed</i> ]each and every occurrence.
Annual premium	To be determined.
Additional requirements	<p>The insurance policy is to include a cross liability, a severability and a non-imputation clause for the benefit of the Project Co, the FM Subcontractor, the State and the 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 cover	Duration of the Operating Phase.

**Table 3: professional indemnity insurance**

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> <li>• Project Co; and</li> <li>• the FM Subcontractor.</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 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; 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 Laing Investment Management Services (Australia) Limited.</li> </ul>
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	No later than the commencement of Services in relation to the Operating Phase.
Deductibles	<i>[Not disclosed]</i> each and every claim.
Premium	To be determined.
Period of cover	From the commencement of Services in relation to the Operating Phase until 6 years after the Expiry Date.

**Table 4: 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>• Project Co (if applicable);</li> <li>• the FM Subcontractor;</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 [<i>not disclosed</i>]for any one occurrence in respect of workers of the insured.</p> <p>The insurance policy must be extended to indemnify the State and, in relation to the FM Subcontractor's policy only, Project Co, 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	Not applicable.
Additional requirements	Not applicable.
Period of cover	From the Operational Commencement Date to the Expiry Date.



**Table 5: motor vehicle insurance**

<b>Insurance element</b>	<b>Minimum requirement</b>
Insured	Each of the following parties is required to procure its own motor vehicle insurance: <ul style="list-style-type: none"> <li>• Project Co (if applicable);</li> <li>• the Stadium Operator;</li> <li>• the FM Subcontractors;</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.
Retroactive date	Not applicable.
Deductibles	Not applicable.
Premium	Not applicable.
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 cover	Duration of the Operating Phase.