

Schedule 13 – Insurance

PART A DEVELOPMENT PHASE INSURANCE REQUIREMENTS

From Financial Close, Project Co must effect and maintain or cause to be effected and maintained each of the Insurances in accordance with Clause 39 (Insurance) and this Part A of Schedule 13.

As a minimum, Project Co will be required to effect and maintain or cause to be effected and maintained the following insurance coverage for the relevant period set out in this Part A of Schedule 13:

- (a) contract works insurance (material damage) as described in Table 1 of this Part A;
- (b) contract works insurance (public and products liability) as described in Table 2 of this Part A;
- (c) professional indemnity insurance as described in Table 3 of this Part A;
- (d) workers' compensation insurance as described in Table 4 of this Part A;
- (e) motor vehicle insurance as described in Table 5 of this Part A; and
- (f) contract works insurance (delay in start-up) as described in Table 6 of this Part A.

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 D&C Subcontractor; and • all Subcontractors, to either Project Co or the D&C Subcontractor for their respective rights and interests in relation to the Development Phase Activities.
Sum insured	<p>The full cost of reinstatement of the Works including:</p> <ul style="list-style-type: none"> • materials, plant and FF&E; • principal owned materials; • professional fees; • removal of debris; • expediting expenses; • contract price escalation; • Temporary Equipment, scaffolding and formwork; and • temporary protection and loss mitigation expenses.
Scope of cover	<p>Cover against physical loss or damage to the Works and unfixed goods and materials whether on or off the relevant Site. The insurance policy must be extended to include, as a minimum, the following:</p> <ul style="list-style-type: none"> • inland transit, off-site storage anywhere in Australia; • subsidence/earth movement; • civil works/excavation works; • riots, strikes, industrial action; • Verge Works; • FF&E commissioning and testing; 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 Australia where work is done or materials acquired, including whilst in transit between any places therein.
Retroactive date	Not applicable.
Deductibles	As tendered.
Premium	As tendered.
Additional requirements	<p>The insurance policy should be procured on a project specific basis.</p> <p>The insurance policy may be procured on a Stage specific basis (either for an individual Stage or for groups of Stages).</p>

Insurance element	Minimum requirement
Period of cover	From Financial Close to the expiry of the last occurring D&C Subcontractor's defects liability period. Where the policy is procured on a Stage specific basis (either for an individual Stage or for groups of Stages) then each policy will be procured from the first occurring date of the start of the Works for that Stage (either for an individual Stage or for groups of Stages) to the expiry of the last occurring D&C Subcontractor's defects liability period for that Stage (either for an individual Stage or for groups of Stages).

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

[Not disclosed]

Table 3: professional indemnity insurance

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> • Project Co; • the D&C Subcontractor; and • all relevant Subcontractors.
Sum insured	Minimum coverage of \$[<i>Not disclosed</i>] for any one claim and in the aggregate for all claims made during the period of cover.
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 Development Phase Activities and must be extended to include:</p> <ul style="list-style-type: none"> (i) [Not used]; (ii) fraud, dishonesty, defamation, breach of confidentiality, infringement of patent, copyright, design, intellectual property and trade mark; (iii) loss of or damage to documents data, software and computer programs; (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 Development Phase Activities; and (v) the vicarious liability of the Insured arising out of the breach of professional duties of all person engaged by the Insured in connection with the Development Phase Activities.
Geographical coverage	Anywhere in the Commonwealth of Australia.
Retroactive date	No later than the date of commencement of the preparation of the Project Co Proposal.
Deductibles	As tendered.
Premium	As tendered.
Additional requirements	Contractual clauses between Project Co, the D&C Subcontractor, consultants and Subcontractors must not contain provisions which preclude recovery for breach of professional duty.
Period of cover	<p>From Financial Close to 3 years post the last occurring Date of Commercial Acceptance.</p> <p>Subject to a maximum of 10 years.</p>

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"> • Project Co; • the D&C Subcontractor; • 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</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 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 end of the last defects liability period under the D&C Subcontract.

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"> • Project Co; • the D&C Subcontractor; • all Subcontractors; • the State; and • State Associates.
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 Development Phase Activities.</p>
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 cover	From Financial Close to the end of the last defects liability period under the D&C Subcontract.

Table 6: contract works (delay in start-up)

Insurance element	Minimum Requirement
Insured	Each of: <ul style="list-style-type: none"> • Project Co; • the Services Subcontractor; and • the Security Trustee.
Scope of cover	Loss of fees and/or income and additional expenses as a result of loss or damage to the Works insured under the Contract Works Insurance (Material Damage) policy.
Indemnity period	Unabated Quarterly Service Payments for each Stage as follows: <ul style="list-style-type: none"> • Primary Schools: 12 months for capital and Project Co components and 6 months for the FM component; • Secondary Schools (Stage 1): 24 months for capital and Project Co components and 6 months for the FM component; and • Secondary Schools (Stage 2): 18 months for capital and Project Co components and 6 months for the FM component.
Territorial limits	Anywhere in the Commonwealth of Australia where Development Phase Activities are being undertaken.
Deductibles	As tendered.
Premium	As tendered.
Additional requirements	Contract Works Insurance (Delay in Start-Up), shall include: <ul style="list-style-type: none"> • Nominated Suppliers' premises extension; • Public utilities extension; • Prevention of access; and • Cover for additional costs of working and increased additional costs of working with a minimum sub limit of \$[<i>Not disclosed</i>]. <p>The policy must be procured and maintained on a project specific basis.</p> <p>The policy may be procured on a Stage specific basis (either for an individual Stage or for groups of Stages).</p>
Period of cover	From Financial Close to the expiry of the last occurring Date of Commercial Acceptance. Where the policy is procured on a Stage specific basis (either for an individual Stage or for groups of Stages) then each policy will be procured from the first occurring date of the start of the Works for that Stage (either for an individual Stage or for groups of Stages) to the expiry of the last occurring Date of Commercial Acceptance for that Stage (either for an individual Stage or for groups of Stages).

PART B INSURANCE DURING THE OPERATING PHASE

From the first occurring Operational Commencement Date, Project Co must effect and maintain or cause to be effected and maintained each of the Insurances in accordance with Clause 39 (Insurance) and this Part B of Schedule 13.

As a minimum, Project Co will be required to effect and maintain or cause to be effected and maintained the following insurance coverage for the period set out in this Part B of Schedule 13:

- (a) industrial special risks (including business interruption) insurance as described in Table 1 of this Part B;
- (b) public and products liability insurance as described in Table 2A and Table 2B of this Part B;
- (c) professional indemnity insurance as described in Table 3A and Table 3B 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 (including business interruption)

Insurance element	Minimum requirement
Insured	<ul style="list-style-type: none"> • Project Co; • the State; • the Security Trustee; and • the Services Subcontractor (provided it is able to insure its interest, arising from its indemnity obligations, more economically under the industrial special risks insurance than under the care, custody and control terms of the public and products liability insurance).
Sum insured	<p>Reflecting a combined limit of no less than the aggregation of the following:</p> <ul style="list-style-type: none"> • full replacement value of the School Facilities and Verge Infrastructure and contents, including but not limited to, any FF&E; and • in relation to business interruption, an amount equivalent to unabated Quarterly Service Payments for up to 24 months.
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>Coverage for consequential loss (business interruption) in respect of loss of anticipated revenue and additional expense, arising out of the insured risks of loss of or damage to the Works.</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	For a period of 12 months commencing on the first occurring Operational Commencement Date, to be renewed annually until the Expiry Date.

Table 2A: Project Co public and products liability insurance

[Not disclosed]

Table 2B: Services Subcontractor public and products liability insurance

[Not disclosed]

Table 3A: Project Co professional indemnity insurance

[Not disclosed]

Table 3B: Services Subcontractor professional indemnity insurance

[Not disclosed]

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"> • Project Co; • the Services Subcontractor; • the State; and • the State Associates.
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 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 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 the first occurring Operational Commencement Date to the Expiry Date.

Table 5: 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 Principal; • the Services Subcontractor; • the State; and • the State Associates.
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	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 cover	From the first occurring Operational Commencement Date to the Expiry Date.