

# INSURANCE SCHEDULE

## 1. DEFINITIONS

In this Schedule:

**Authorised Insurer** means a corporation authorised under the *Insurance Act 1973* (Cth) to carry on an insurance business.

**Third Party Asset** means any Service Asset which is not an Owned Asset.

## 2. GENERAL INSURANCE REQUIREMENTS

- (a) You must have and maintain current and adequate insurance appropriate to carrying out your obligations under this Service Contract and delivering the Services, including the insurance specified in this Schedule.
- (b) If we ask, you must provide us with acceptable proof of currency and coverage of any insurance held by you including, but not limited to
  - (i) certificates of currency, policies and policy schedules; and
  - (ii) a warranty from your insurer that any policy extends to and will cover potential liability arising under this Service Contract.
- (c) You must ensure that any Third Party Assets used in the delivery of the Services are insured to a substantially similar level and manner to your specific insurance obligations in clause 3 of this Schedule and the Insurance Tables in this Schedule, having regard to the nature of the Services to be provided using the Third Party Assets.
- (d) The obligations in this Schedule continue to operate for as long as any obligations remain in connection with this Service Contract.

## 3. SPECIFIC INSURANCE REQUIREMENTS

- (a) You must effect and maintain for the Term:
  - (i) the insurances set out in the Insurance Tables in this Schedule;
  - (ii) any other insurances we reasonably require and which are commonly effected by the operators of transport services comparable to the size, scope and complexity of your transport services, provided those insurances can be obtained on payment of a reasonable premium;providing coverage for the Term.
- (b) You represent and warrant to us that on the Commencement Date and for the duration of the Term you have effected the insurances required pursuant to this Schedule.

- (c) You must punctually pay all premiums in respect of all insurance policies referred to in this Schedule.
- (d) You must comply with the conditions of all insurances effected in accordance with this Schedule.
- (e) All insurance that you are required to procure under this Schedule must be effected and maintained with an Authorised Insurer.
- (f) You must effect the insurances:
  - (i) set out in Tables 1 and 3 with us included as an additional named insured in the policy or with our interest noted in the policy, and the parties' respective rights and interests identified;
  - (ii) set out in Table 2 with the other interested parties referred to in the Table either named as insureds in the policy or their respective interests noted in the policy, with all parties' respective rights and interests identified.
- (g) You must use reasonable endeavours to ensure that all contracts for insurance you effect in compliance with this Schedule contain a term that requires the insurer to notify us in writing whenever the insurer gives you notice of cancellation or any other notice in respect of the policy.
- (h) If you have used reasonable endeavours as required by clause 3(g) of this Schedule but, despite this, the contracts for insurance effected in compliance with this Schedule do not contain the term referred to in clause 3(g), you must immediately notify us in writing if the insurer gives you a notice of cancellation or any other notice in respect of the policy, including particulars of that notice from the insurer.
- (i) You must provide us with notice of any intended cancellation of insurances effected in compliance with this Schedule.
- (j) You must use reasonable endeavours to ensure that the insurances you effect in compliance with this Schedule include a term to the effect that any non-disclosure or misrepresentation by a named insured shall not adversely affect the cover provided to another named insured or another party whose interests are noted on the policy.

**INSURANCE TABLE 1  
PUBLIC LIABILITY INSURANCE**

<b>Insurance type and coverage</b>	Public liability insurance covering Claims in respect of: (a) damage to any real or personal property; and (b) injury to, or death of, any person, in the performance of the Services, the use and operation of the Owned Assets and in respect of the Premises
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<b>Minimum amount of cover</b>	\$10 million per incident
<b>Special requirements</b>	<p>Must include a cross-liability clause:</p> <p>(a) in which the insurer agrees to waive all rights of subrogation or action that it may have or acquire against the “insured” parties; and</p> <p>(b) for the purpose of which the insurer accepts the term “insured” as applying to each of the persons comprising the insured or persons whose interest is noted as if a separate policy of insurance had been issued to each of them (subject to the overall sum insured not being increased as a result).</p>

#### INSURANCE TABLE 2 PROPERTY DAMAGE

<b>Insurance type and coverage</b>	<p>Insurance coverage against property damage which is adequate for:</p> <p>(a) all Owned Assets which identifies the respect rights and interests in the Owned Assets of you, us, the Commonwealth and the State of New South Wales;</p> <p>(b) any New Systems and Equipment, which identifies the respective rights and interests in the New Systems and Equipment of you, us and the supplier of any New Systems and Equipment</p> <p>(c) any Premises occupied by you.</p>
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#### INSURANCE TABLE 3 THIRD PARTY PROPERTY DAMAGE

<b>Insurance type and coverage</b>	Insurance coverage against third party property damage for all Owned Assets
<b>Minimum amount of cover</b>	\$10 million per incident

#### INSURANCE TABLE 4 WORKERS COMPENSATION INSURANCE

<b>Insurance type and coverage</b>	Workers compensation insurance against any common law or statutory liability
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#### INSURANCE TABLE 5 VOLUNTARY WORKERS PERSONAL ACCIDENT INSURANCE

<b>Insurance type and coverage</b>	Insurance for liability for the personal injury or death of any volunteers whilst performing voluntary duties
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#### **4. INDEMNITY**

You hereby indemnify us on demand for and against any damage to, or Loss in connection with, a Contract Asset to the extent that:

- (a) any insurance required by this Schedule is not available for our benefit due to any misrepresentation or fraud by you or your Staff or breach of this Service Contract by you;
- (b) the proceeds of insurance are not available for our benefit or are not sufficient to meet the costs of replacing the relevant Contract Asset, where the damage or loss was caused or contributed to by a breach of this Service Contract or your wilful default or negligence.