

## SCHEDULE 6 - INSURANCE

### 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 a Contract Asset or Provider Asset.

### 2. GENERAL INSURANCE REQUIREMENTS

- (a) **(Insurance policies)** For the Term, the Provider must (at the Provider's cost) have and maintain the insurances as required under Law and in the Insurance Tables provided in this Schedule 6 (**'Insurance Policies'**).
- (b) **(Reputable insurer)** The Insurance Policies must be with a reputable and Authorised Insurer reasonably acceptable to TfNSW.
- (c) **(Other requirements)** The Provider must:
  - (i) give TfNSW acceptable proof of currency and coverage of the Insurance Policies at any time reasonably requested by TfNSW. This includes giving to TfNSW copies of:
    - A. all policies and policy schedules, certificates of currency and endorsement slips; and
    - B. a warranty from the Provider's insurer that any policy extends to and will cover potential liability arising under this Service Contract.
  - (ii) use reasonable endeavours to have each policy endorsed, or a term in the policy, to the effect that the insurer waives its right to avoid the policy or any liability under it by reason of non-disclosure or inaccurate disclosure relating to that policy by the named insureds other than the named insureds responsible for the non-disclosure or inaccurate disclosure.
- (d) **(Notifications)** The Provider must use reasonable endeavours to ensure that all Insurance Policies require the insurer to notify TfNSW in writing whenever the insurer gives the Provider any other notice in respect of the policy including a notice of cancellation. In any case, the Provider must immediately notify TfNSW if the insurer gives the Provider any notice in respect of the policy. The Provider must provide TfNSW full details of that notice.
- (e) **(Notifications about claims)** The Provider must immediately notify TfNSW of any occurrence in connection with this Service Contract that may give rise to a claim. The Provider must keep TfNSW fully informed.
- (f) **(Insurance does not affect liabilities)** The requirements of this section 2 do not affect the Provider's liabilities in connection with this Service Contract.

- (g) **(Third Party Assets)** The Provider must ensure that any Third Party Assets used in the delivery of the Services are insured to a substantially similar level and manner to the Provider’s specific insurance obligations in section 3 of this Schedule 6 and the Insurance Tables in this Schedule 6, having regard to the nature of the Services to be provided using the Third Party Assets.
- (h) **(Survival)** The obligations in this Schedule 6 continue to operate for as long as any obligations remain in connection with this Service Contract.

### 3. SPECIFIC INSURANCE REQUIREMENTS

- (a) The Provider must effect the insurances:
- (i) set out in Tables 1 and 3 with TfNSW included as an additional named insured in the policy or with TfNSW’s 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.

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 Contract Assets and Provider Assets and in respect of the Premises
<b>Minimum amount of cover</b>	\$10 million per incident
<b>Special requirements</b>	If TfNSW is included as a named insured, the policy must include a cross-liability clause and a waiver of subrogation clause: (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 (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).

INSURANCE TABLE 2 PROPERTY DAMAGE	
<b>Insurance type and coverage</b>	Insurance coverage against property damage which is adequate for: (a) all Contract Assets and Provider which identify the respect rights and interests in the Contract Assets and Provider Assets of the Provider, TfNSW, the Commonwealth and the State of New South Wales;

	<p>(b) any Systems and Equipment, which identifies the respective rights and interests in the Systems and Equipment of the Provider, TfNSW and the supplier of any Systems and Equipment</p> <p>(c) any Premises occupied by the Provider.</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 Contract Assets and Provider 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

The Provider hereby indemnifies TfNSW 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 6 is not available for TfNSW's benefit due to any misrepresentation or fraud by the Provider or the Provider's Staff or breach of this Service Contract by the Provider;
- (b) the proceeds of insurance are not available for TfNSW's 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 the Provider's wilful default or negligence.