

Contract of Insurance

<i>Insured:</i>	THE COMMISSIONER OF MAIN ROADS WESTERNAUSTRALIA
<i>Policy Number:</i>	CSINT2002773
<i>Renewing Policy Number:</i>	CSINT1902773
<i>Period:</i>	31st July 2020 to 30th June 2021
<i>Type:</i>	CONSTRUCTION RISKS GENERAL THIRD PARTY AND PRODUCTS LIABILITY INSURANCE FACILITY
<i>Limit:</i>	AUD 10,000,000

Aon UK Limited

Registered Office | The Aon Centre | The Leadenhall Building | 122 Leadenhall Street | London | EC3V 4AN

Registered in England & Wales No. 210725 | VAT Registration No. 480 8401 48

Aon UK Limited is authorised and regulated by the Financial Conduct Authority



Information for Aon Clients

This document is the Insurer agreed Contract of Insurance which provides evidence of cover in accordance with the heading "Insurer Contract Documentation" in the Risk Details section.

The Contract Administration and Advisory Sections facilitate the administration of the placement between the Insurer and Broker.

To ensure that the insurance coverage we have placed for you meets your needs, please review this document carefully (including but not limited to applicable limits, sub-limits, deductibles, terms and conditions). In the event that this document contains errors or otherwise does not meet your needs, please advise us immediately as this will reduce the chance that you later sustain uninsured losses. This also applies to any queries you may have about the document. Unless we hear from you to the contrary within 30 days, we and you will deem the document provided to you fully conforms with your needs and instructions.

Remuneration

Aon may act as a Managing General Agent (MGA) on behalf of an Insurer for a single product, product line or their participation. In addition to any commission earned by the Global Broking Centre (GBC), the MGA is remunerated for the work undertaken on behalf of the Insurer and this may include profit or contingent commission.

Any participation placed via such an arrangement can be clearly identified as Aon Underwriting Managers (AUM) or Maven Underwriters on behalf of the applicable Insurer within the Security Details Section.

Aon may earn other remuneration from Insurers in respect of administration and management activities it undertakes at the time of placement, or during the period of the Insurance, in relation to specific products and facilities which facilitate the Insurers' own activities. Insurers may also ask the GBC to place facultative reinsurance, and may independently remunerate the GBC for these services through the payment of commission.

Further details will be provided by Aon on request.

Taxes

Over the course of the placement of your Insurance Aon collect information relating to the underlying risks and the location of such risks. This information can assist in identifying premium allocations by country/territory and to produce tax schedules for inclusion in contract documentation. It is your obligation to ensure the accuracy of such information.

Where applicable, Aon will collect the tax amounts due and pass them to the Insurer(s) to settle with the relevant tax authorities. Insurers will be responsible for confirming that the taxes identified for collection in the tax schedule are correct. In certain circumstances, taxes may be payable by the Insured. Whilst we endeavour to identify such taxes, please note that Aon is not a tax adviser and it is your responsibility to ensure that such taxes are correctly identified and remitted. If you require independent advice on your tax liabilities, you should consult with your tax adviser.

It is important to note that where a tax schedule is completed this merely represents a proposed apportionment of premium calculated on a pro rata basis, and utilises rates that Aon has taken from tax calculation systems, as at the date the tax schedule was produced. The purpose of tax schedules is to provide information to Insurers which they may, if they wish, use in establishing an apportionment of premium for taxation and legislative reporting purposes.

This procedure in no way changes Insurers' responsibilities for making this calculation and/or ensuring that the correct tax rates are applied.

RISK DETAILS

UNIQUE MARKET REFERENCE	B1526CSINT2002773
TYPE	CONSTRUCTION RISKS GENERAL THIRD PARTY AND PRODUCTS LIABILITY INSURANCE FACILITY
INSURED	The Commissioner Of Main Roads Western Australia (as Principal) and/or all Subsidiary and Controlled and Joint Venture Entities, Project Managers, Consultants, Contractors, Sub-Contractors, suppliers and all other interested Parties as more fully defined in the Policy Wording.
INSURED'S ADDRESS	1 Waterloo Cres Perth East Western Australia 6004 Australia
PERIOD	Works performed during the period of insurance – Turnover basis, attaching under each Integrated Service Arrangement (ISA) during the period 31st July 2020 to 30th June 2021 both days at 4 p.m. Local Standard Time at the Head Office address of the Principal Insured. Coverage inclusive of contracts performed within their respective Maintenance / Defects liability period.
INTEREST	The Legal Liability of the Insured to pay damages or compensation in respect of: a) Injury to any person b) Damage to property occurring within the Territorial Scope during the Period of Insurance as a result of an occurrence happening in connection with the Insured's occupation/activities.
TERRITORIAL SCOPE	Worldwide. In respect of the United States of America and Canada, cover applies in respect of business visits by directors and employees normally resident in the Commonwealth of Australia other than directors or employees who are engaged in manual labour during such visits, as more fully stated in the Wording.
LIMIT OF LIABILITY (100%)	AUD 10,000,000 any one occurrence AUD 10,000,000 any one occurrence and in the annual aggregate in respect of Pollution Liability AUD 10,000,000 any one occurrence and in the annual aggregate in respect of Products Liability (Completed Operations)
RETENTION/EXCESS (100%)	AUD 100,000 all claims including costs and expenses in respect of Worker to Worker or Workcover recoveries AUD 50,000 each and every occurrence including costs and expenses in respect of all other occurrences.
ORDER HEREON	100%
CONDITIONS	All terms and conditions as per the Wording attached.

No cover provided in respect of projects which have commenced prior to the inception date.

Excluding:

- Tunnelling
- Directors and Officers Liability, as per Wording
- Professional Indemnity, as per Wording
- Employers Liability/WCA
- Toxic Mould
- Terrorism
- Asbestos

In respect of claims falling under USA/Canadian jurisdiction, the following Conditions to apply:-

- a) NMA 1686 Industries, Seepage, Pollution and Contamination Exclusion Clause No.4, as amended by Wording.
- b) Costs and Expenses as per insuring clause 3 inclusive in Limits of Indemnity

Unmanned Aerial Vehicles (UAV's) Conditions Clause, as per Wording.

Cyber Exclusion (Other Than Bodily Injury Or Property Damage)

Risk Management Grant, as per Wording.

Claims Management:

- Claims Handling Procedures.
- All claims servicing via QBE, Sydney.
- Agreed Loss Adjuster: Charles Taylor Adjusting
- Agreed Solicitors: Philips Fox.

CHOICE OF LAW AND JURISDICTION

The Commonwealth of Australia, in accordance with NMA1854 Service of Suit Clause (Australia) naming Lloyd's General Representative in Australia, as per Wording.

PREMIUM (100%)

Minimum and Deposit Premium of AUD 288,750 for the period, (100%), adjustable at 0.1% on declared Contract Values.

PAYMENT TERMS

Premium payment to Underwriters to be effected by Aon UK Limited in line with terms of trade agreed with Lloyds' or IUA Underwriters or as per accounting procedures in operation with Underwriters hereon.

INSURER CONTRACT DOCUMENTATION

This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

No further contractual documentation will be issued.

NOTICE OF CLAIM

In addition to any claims notification provisions within this Contract, Aon UK Limited request that at the earliest possible opportunity any information pertaining to a claim, circumstance or incident which has been notified under this policy to (Re)Insurers or their representatives (as detailed herein) shall be sent to the e-mail address below. The Policy number and any relevant details should be clearly stated.

Notification to the below e-mail does not constitute notification under this Contract unless specifically stated to the contrary.

int.casualtyclaims@aon.co.uk

RISK DETAILS - WORDING

Main Roads Western Australia

**LEGAL LIABILITY
INSURANCE POLICY**

in the name of

The Commissioner of Main Roads Western Australia

31st July 2020 to 30th June 2021

SCHEDULE

Insured	<p>The Commissioner of Main Roads Western Australia (As Principals and/or Contractors) and/or all Subsidiary and Controlled and Joint Venture Entities, Project Managers, Consultants, Contractors, Sub-Contractors, Manufacturers, suppliers and/or Alliance Partners and all other interested Parties and as more fully defined herein;</p> <p>all for their respective rights, interests and liabilities.</p>
Business of the Insured	<p>Principally services as defined in the ISA Agreement and all activities directly related thereto.</p> <p>The Policy specifically excludes any activities of the Insured involving Tunnelling unless specifically agreed to by the Insurer.</p>
Insured Contracts	<p>Integrated Service Arrangement (ISA) Agreement</p>
Period of Insurance	<p>From the 31st July 2020 to 30th June 2021 both days at 4 p.m. Local Standard Time at the head office address of the Principal Insured. Coverage inclusive of contract performed within their respective Maintenance / Defects liability period.</p>
Geographical Limits	<p>Worldwide but excluding liability arising from:</p> <ul style="list-style-type: none">(a) any business carried on by the Insured at or from any premises situated in the United States of America or Canada, except in respect of visits to the United States of America or Canada by the Insured's directors and/or employees where non-manual activities of such directors and/or employees are covered;(b) manual work performed by the Insured in the United States of America or Canada under the terms of any contract entered into by the Insured outside the United States of America or Canada.
Limit of Liability	<p>AUD 10,000,000 any one Occurrence</p> <p>AUD 10,000,000 in the aggregate separately in respect of Pollution Liability and Completed Operation / Products Liability</p>
Excess	<p>AUD 100,000 all claims in respect of Worker to Worker or Workcover recoveries.</p> <p>AUD 50,000 each and every Occurrence including costs and expenses in respect of all other Occurrences.</p>
Premium	<p>As agreed between the Insured and the Insurers</p>
Loss Adjusters	<p>The appointed Loss Adjusters under the Policy are:</p> <p>Charles Taylor Adjusting Ground Floor, 1 Havelock Street West Perth Western Australia 6005</p>
Solicitors	<p>Phillips Fox The Quadrant 1 William Street Perth Western Australia 6000</p>

Claims Servicing

All claims servicing to be handled through QBE, Sydney in accordance with the claims protocols agreed between the Insured and Underwriters.

**Nominee in
Jurisdiction**

Lloyd's General Representative in Australia
Lloyd's Australia Limited
Level 9
1 O'Connell Street
Sydney
New South Wales 2000

Wherever shown in this policy, Insurance Contracts Act 1984 shall be deemed to include Insurance Contracts Amendment Act 2013.

INSURING CLAUSES

The **Insurers** agree that they will subject to the limitations, **Exclusions**, terms and **Conditions** in this **Policy**:

1. indemnify the **Insured** in respect of all sums for which the **Insured** shall become legally obligated to pay as damages and/or compensation in respect of:
 - (i) **Personal Injury** and/or **Advertising Liability** suffered or alleged to have been suffered by any person or persons;
 - (ii) loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof;in respect of and/or arising out of **Occurrences** happening anywhere in the **Geographical Limits** during the **Period of Insurance** in connection with the **Business of the Insured**.
2. defend in the name of and on behalf of the **Insured** any claim or suit against the **Insured** in respect of and/or arising out of **Occurrences** covered by this **Policy**.
3. pay in addition to the **Limit of Liability** (except in respect of claims brought in USA or Canada where the **Limit of Liability** shall apply on a costs inclusive basis):
 - (i) for immediate medical and/or surgical aid and/or for temporary repair and/or shoring up of property made necessary by any **Occurrence** covered by this **Policy**;
 - (ii) all expenses incurred by or with the permission of the **Insurers** for investigation, negotiation, settlement and defence of claims and suits;
 - (iii) all expenses incidental to the appeal from any judgement against the **Insured** and all costs taxed against the **Insured**;
 - (iv) all expenses incurred by the **Insurers** or the **Insured** for representation of the **Insured** at any coroners inquest or court of criminal justice plus all expenses incidental to the appeal from any judgement.
4. pay within the **Limit of Liability** for temporary repair and/or shoring up of property made necessary by any **Occurrence** covered by this **Policy**

EXCLUSIONS

This **Policy** does not cover liability:

- 1 for **Personal Injury** and/or **Advertising Liability** sustained by any person arising out of and/or in the course of their employment by the **Insured** under a contract of service or apprenticeship with the **Insured**.

However, this **Exclusion** 1 shall not apply to:

- (i) a liability of others which has been assumed by the **Insured** under contract;
 - (ii) any liability arising out of the infringement by the **Insured** of the Australian Trade Practices Act, 1974 (as amended) or similar legislation of a state, territory or country;
- 2 for loss of and/or damage to property owned by the **Insured**;
 - 3 caused by reason of the existence, maintenance, or use of aircraft or self-propelled marine craft or self propelled vessels exceeding 10 metres in length owned, maintained, hired, used or controlled by or for the **Insured**;

However, this **Exclusion 3** shall not apply in respect of:

- (i) plant or equipment or other property whilst temporarily mounted upon any marine craft or vessels;
- (ii) the use of or existence of explosives on or from any marine craft or vessels whether in, over or under water or otherwise;
- (iii) vessels operated by independent contractors;

4 compulsorily insurable under any legislation governing the use of motor vehicles. However, this **Exclusion 4** shall not apply to plant and equipment whilst on the **Worksite** provided such plant and equipment is not insured in accordance with any applicable legislation governing the use of motor vehicles;

5 for the cost of making good, replacing or reinstating workmanship performed by the Insured which is or is alleged to be or was faulty;

but this **Exclusion 5** does not apply to loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof resulting from but not within the scope of the foregoing paragraph;

6 for the repairing, replacing, reconditioning, modifying or recalling of any defective product or any part thereof used or supplied by the **Insured**. However, this **Exclusion 6** shall be limited to liability for the defective product or part and shall not apply to liability for any other such product or part lost or damaged in consequence thereof;

7 in respect of:

- (i) **Personal Injury** and/or **Advertising Liability** or loss of, damage to, or **Loss of Use** of property directly or indirectly caused by a seepage, pollution or contamination, provided always that this **Exclusion 7** (i) shall not apply to **Personal Injury** and/or **Advertising Liability** or loss of, damage to, or **Loss of Use** of property where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance**;
- (ii) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the **Period of Insurance**.

This **Exclusion 7** shall not extend this **Policy** to cover any liability which would not have been covered under this **Policy** had this **Exclusion** not been included.

8 for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

9 for any loss, damage, claim or Defence Costs arising out of, alleging or attributable to the toxicity or toxic properties of any mould, fungus/fungi or spore(s), mildew(s), caused by the action of moist air on organic matter.

10 for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or any other form whatsoever;

11 in respect of **Advertising Liability** for:

- (i) failure of performance of contract, but this shall not relate to claims for unauthorised appropriation of ideas based upon alleged breach of an implied contract;

- (ii) infringement of registered trade mark, service mark, or trade name, other than titles or slogans, by use thereof on or in connection with goods or services sold, offered, for sale or advertised;
- (iii) incorrect description of any articles or commodity;
- (iv) mistake in advertised price.

12 arising out of any breach of the duty owed in a professional capacity by the **Insured** and/or persons for whose breaches of such duty the **Insured** may be legally liable, but this **Exclusion 12** shall not apply to:

- (i) **Personal Injury** and/or **Advertising Liability** suffered or alleged to have been suffered by any person or persons and/or loss of and/or damage to and/or destruction of property (other than the property forming or which formed part of the **Insured's** contract) and/or the **Loss of Use** thereof resulting therefrom, or
- (ii) the rendering of or failure to render professional medical advice by medical persons employed by the **Insured** to provide first aid and other medical or welfare services.

13 for **Personal Injury** and/or **Advertising Liability** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

14 arising as a consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, revolution, conspiracy, military, naval or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state or siege, confiscation, destruction or requisition by order of government or any public authority.

Notwithstanding this **Exclusion 14**, this **Policy** shall cover legal liability: -

- (a) caused by missiles and/or mines and/or bombs and/or other explosives not discovered at the moment of commencement of the work at a site by the **Insured**, so long as no state of war exists in which the country in which the **Business of the Insured** directly involved is conducted;
- (b) caused by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions or persons acting maliciously;
- (c) caused by shells and/or other missiles fired from military training grounds and/or dropped from military planes (in peacetime);

15 for **Personal Injury** and/or **Advertising Liability** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof directly or indirectly caused by, arising out of, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes liability for **Personal Injury** and/or **Advertising Liability** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof directly or indirectly

caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any **Personal Injury** and/or **Advertising Liability** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect

16 arising out of any wrongful act, error or omission committed or alleged to have been committed by a director or officer of the **Insured** in their respective capacity as such but this **Exclusion 16** shall not apply to liability in respect of **Personal Injury** and/or **Advertising Liability** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof.

17 for pure financial loss which is not consequent upon **Personal Injury** and/or **Advertising Liability** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof.

18 for the amount of the applicable Excess stated in the Schedule.

19 for any Occurrence outside the Geographical Limits stated in the Schedule.

DEFINITIONS

1. OCCURRENCE

Occurrence means an event, or continuous or repeated exposure to conditions, which results in:

- (i) **Personal Injury** and/or **Advertising Liability** suffered or alleged to have been suffered by any person or persons;
- (ii) loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof;

provided the **Insured** did not intend that such injury or loss would result. All such exposure to substantially the same general conditions shall be deemed one **Occurrence**.

2. PERSONAL INJURY

Personal Injury includes, but is not limited to:

- (i) bodily injury and/or illness and/or sickness and/or disease (including death at any time resulting therefrom)
- (ii) disability, shock, fright, stress, mental anguish or mental injury;
- (iii) false or wrongful arrest, wrongful detention, wrongful imprisonment, wrongful accusation, malicious prosecution or malicious humiliation;
- (iv) libel or slander or other similar injury;
- (v) wrongful entry or wrongful eviction or other invasion of the right occupancy or possession of land including trespass, nuisance and interference with right-of-way;
- (vi) loss of consortium,
- (vii) loss of servitium and any loss of dependency or support.

However, for the purpose of this **Policy**, **Definition 2(iv)** does not apply when any publication or utterance is made in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **Insured** or the publication or utterance is made by or at the direction of the **Insured** with the knowledge of the falsity thereof.

3. LOSS OF USE

Loss of Use also includes economic loss suffered by any person or party consequent upon loss of and/or damage to and/or destruction of and/or **Loss of Use** of any other person's or party's property.

4. WORKSITE

Worksite means any place or places where any work is performed for and/or in connection with the **Business of the Insured** together with all areas surrounding the said place or places that the **Insured** shall use in connection with the **Business of the Insured** including all areas in between the said place or places.

5. COMPLETED OPERATIONS

Completed Operations means the Insured's liability in respect of **Personal Injury** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof caused by an Occurrence arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **Personal Injury** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (a) When all operations to be performed by or on behalf of the Insured under the contract have been completed, or
- (b) When all operations to be performed by or on behalf of the Insured at the site of the operations have been completed, or
- (c) When the portion of the work out of which the bodily injury or property damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed to be completed.

Completed Operations does not include **Personal Injury** and/or loss of and/or damage to and/or destruction of property and/or the **Loss of Use** thereof arising out of the existence of tools, uninstalled equipment or abandoned or unused materials.

6. PRODUCTS LIABILITY

Products Liability means liability in respect of and/or arising out of any goods and/or products (including food and/or drinks, software and other related computer-products) manufactured, assembled, processed, grown, extracted, imported, constructed, erected, installed, altered, repaired, serviced, treated, sold, bottled, labelled, supplied, hired, leased, exchanged, held for storage and/or transport and/or distributed by the **Insured** including any container thereof (after such goods and/or products ceased to be in the possession and/or under the control of the **Insured**).

7. ADVERTISING LIABILITY

Advertising Liability means liability arising from:

- (i) unintentional libel, slander or defamation;
- (ii) infringement of copyright or title or slogan;
- (iii) piracy, plagiarism or unfair competition or idea misappropriation;
- (iv) invasion of the right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the **Insured's** advertising activities during the **Period of Insurance**

8. BUSINESS OF THE INSURED

In addition to the **Business of the Insured** stated in the **Schedule** this **Policy** shall indemnify the **Insured** for all liability (subject to the **Limit of Liability** stated in the **Schedule**) arising from all the **Insured's** businesses, occupations and/or activities, but subject to the **Insuring Clauses, Exclusions, Definitions and Conditions** contained in the **Policy**.

The indemnity provided by this **Policy** also includes any liability arising from activities previously undertaken by the **Insured** but now discontinued.

9. POLLUTION LIABILITY

Pollution Liability means that coverage provided by the "write back" to Exclusion 7

10. WORKER TO WORKER LIABILITY

Worker to Worker Liability means:

- i. legal liability of the Insured in respect of recoveries of any payments by any workers' compensation insurer under the provisions of any workers' compensation legislation or policy, or at common law; or
- ii. a claim made by an injured worker (as defined by the relevant workers' compensation legislation) against any Insured other than the worker's direct employer.

CONDITIONS

1. ASSAULT

Personal Injury caused or alleged to have been caused by an assault shall be deemed to be within the scope of the coverage afforded by **Insuring Clause 1 (i)**, provided that the assault or alleged assault was not committed by or at the specific direction of the **Insured** other than for the prevention or elimination of danger to persons or property.

2. LIMIT OF LIABILITY AND EXCESS

The **Insurers'** liability under this **Policy** shall not exceed the amount stated as **Limit of Liability** for each **Occurrence**, other than as provided for in **Insuring Clauses 2 and 3**.

In respect of payments for loss under this **Policy** the **Insurers** shall not be liable for the amount of the **Excess** for each and every **Occurrence**.

3. CO-OPERATION

The **Insured** shall co-operate with the **Insurers** in the defence of claims and suits and in prosecuting appeals and upon the **Insurers'** request shall attend hearings and trials, and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation nor incur any expense other than for such immediate medical and/or surgical relief to others and/or temporary shoring and/or propping up of property as shall be imperative at the time of the **Occurrence**.

4. DETERMINATION OF LIABILITY AND INSOLVENCY

No action shall lie against the **Insurers** unless the **Insured** shall have fully complied with all of the terms and **Conditions** of this **Policy**.

The insolvency or bankruptcy of the **Insured** shall not release the **Insurers** from any of their obligations assumed hereunder.

In case of execution against the **Insured** of any final judgement covered by this **Policy** being returned unsatisfied by reason of such insolvency or bankruptcy, then an action may be maintained by the injured party or their representative against **Insurers** in the same manner, and to the same extent as the **Insured** but not in excess of the **Limit of Liability**.

Nothing contained in this **Condition** shall give any person or organisation any right to join the **Insurers** as co-defendant in any action against the **Insured** to determine the **Insured's** liability.

5. SUBCONTRACTORS

A subcontractor shall only be a party entitled to the benefit of this **Policy** where the terms of the contract the **Insured** and the subcontractor require the **Insured** to effect insurance coverage of this type on behalf of the subcontractor. In such circumstances and only in such circumstances the **Insurers** agree to waive any right of subrogation against such subcontractor.

6. ADVICE OF LOSS

- (a) Upon the happening of any **Occurrence** likely to give rise to a claim under this **Policy** and/or upon the receipt by the **Insured** of any notice of any claim or of any subsequent proceedings, notice in writing with full particulars shall be given to the **Insurers** as soon as possible.
- (b) Any notice of claim given to the **Insurers** by any **Insured** under this **Policy** shall be accepted by the **Insurers** as a notice of claim given on behalf of all **Insureds** under this **Policy**.

7. ADJUSTMENT OF PREMIUM

The **Premium** for this **Policy** is provisional and is based on the estimated contract values.

The **Insured** shall, as soon as practical after the expiry date, declare to the **Insurers** the total contract values.

The **Premium** shall be adjusted proportionately, a further payment being made to **Insurers** if applicable.

8. AUSTRALIAN JURISDICTION

In relation to all differences arising under this **Policy** the **Insurers** submit to the jurisdiction of all Australian courts. The parties hereto agree and acknowledge that the law of the contract of insurance is Australian law. The **Insurers** agree that service of legal process upon the **Nominee In Jurisdiction** shall be good and sufficient service and shall be equivalent to personal service upon them and each of them and that the **Insurers** will all abide and be bound by the ultimate decision in any action brought against any of them in relation to any matters or claims arising under this **Policy**.

9. CLAIMS BROUGHT IN USA OR CANADA

Subject to the **Geographical Limits**, this **Policy** extends to cover claims brought under the jurisdiction of courts in the United States of America and Canada.

In relation to claims brought under the jurisdiction of courts in the United States of America and Canada:

- (i) the **Limit of Liability** applies on a "legal costs inclusive" basis;
- (ii) **Exclusion 7(i)** is deleted and replaced by:-

“liability caused directly or indirectly by seepage, pollution or contamination (as well as the costs of removing, nullifying or cleaning up of any such seeping, polluting or contaminating substances);”

(iii) **Exclusion 7(ii)** is deleted and replaced by:-

“the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances”

10. ASSIGNMENT

No assignment of interest under this **Policy** shall bind the **Insurers** until their consent is endorsed thereon. However, should the **Insured** die or be adjudged bankrupt or insolvent the **Insurers** will consent to the assignment of this **Policy** to the **Insured's** legal representative provided that written notice is given to the **Insurers** within 30 days after the date of such death, bankruptcy or insolvency.

11. SUBROGATION

Subject to the provisions of Part 8 of the Insurance Contracts Act, 1984 upon the payment of any claim under this **Policy**, save as provided in the **Cross Liability Condition**, the **Insurers** shall be subrogated to all the rights and remedies of the **Insured** arising out of such claim against any person or corporation whatsoever except that the **Insurers** hereby waive all rights which they may have acquired by payment of a claim under this **Policy** to recover the amount so paid from any person or corporation with whom the **Insured**, prior to the **Occurrence** of the loss or liability, shall have agreed in writing to waive their rights to recovery in respect of any loss damage or liability which may be caused by such person or corporation and such loss damage or liability is covered under this **Policy**.

Notwithstanding the above the **Insurers** hereby waive all rights of subrogation or action which they may have or acquire against any of the **Insureds** covered herein save that **Insurers** are entitled to exercise their rights of subrogation where the sub-contractor is not entitled to indemnity in accordance with **Condition 5**.

12. INSURED

Directors, officers and employees of the **Insured** are included as additional **Insureds** but only in respect of the **Business of the Insured**.

Any company of which the **Insured** assume management together with all other parties for whom the **Insured** is required under contract to provide insurance protection shall also be included as **Insureds**.

13. NOTICES

- (a) It is agreed that any notice(s) required by the **Conditions** of this **Policy** to be given to the **Insurers** can be given to Aon Ltd, Sydney.
- (b) The **Insurers** agree to provide written notification to any principal before cancelling or reducing the coverage provided under this **Policy**.
- (c) If the **Insured** fails to renew the **Policy** or to pay the **Premium**, the **Insurers** will give written notification to any principal prior to giving any notice of cancellation.

14. CROSS LIABILITY

Each of the parties comprising the **Insured** shall for the purposes of this **Policy** be considered as a separate and distinct unit and the words “the **Insured**” shall be considered as applying to each of such parties in the same manner as if a separate **Policy** had been issued to each of them in their name alone and the **Insurers** waive all rights of subrogation or action which they may have or acquire against any of such persons. Provided that nothing in this **Condition** shall be deemed to increase the **Limit of Liability** under this **Policy** in respect of any one **Occurrence**.

15. BREACH

The failure by any **Insured** to observe obligations of disclosure, good faith and/or compliance with the terms and **Conditions** of the **Policy** shall not prejudice the **Policy** in regard to any other of the **Insureds**.

16. ALTERATION IN MATERIAL FACT

Any alteration in any material fact or otherwise regarding construction methods or procedures or any other information contained in or omitted from any underwriting information supplied to **Insurers** shall not prejudice this **Policy** which shall be held covered subject to immediate notification to **Insurers** as soon as the alteration or omission becomes known to the **Insured**, and then subject to any variation in the terms and **Conditions** which may be agreed between the **Insured** and the **Insurers**.

17. RELEASE

Wherever the **Insured** is required by contractual agreement to release government or quasi-governmental bodies, landlords or any other parties from liability, such release is allowed without prejudice to this **Policy** and the **Insurers** agree to waive any rights and remedies or relief to which they may become entitled by subrogation against such bodies, landlords or other parties.

18. CURRENCY

The **Limit of Liability** and **Excess** are expressed in Australian currency. However, if a contract requires the **Insured** to insure in a different currency or at the **Insured's** option they elect to insure in a different currency then the currency of this **Policy** including **Sums Insured, Excesses, Premiums** and claim payments will be in the nominated currency selected by the **Insured**.

19. CANCELLATION

The **Insured** may cancel this **Policy** at any time by advising the **Insurers** in writing.

The **Insurers** may cancel this **Policy** in any of the circumstances set out in the Insurance Contracts Act 1984.

After cancellation, the **Insurers** will allow a refund of premium pro-rata to the unexpired **Period of Insurance**.

If the **Premium** is subject to adjustment, cancellation will not affect the obligation of the **Insured** to supply to the **Insurers** such information as is necessary to determine **Premium** adjustment to be calculated and to pay the adjustment applicable up to the date of cancellation.

ENDORSEMENTS

Attaching to and forming part of Legal Liability Insurance Policy issued to The Commissioner of Main Roads Western Australia

It is declared and agreed that:

1. DIFFERENCE IN CONDITIONS

In respect of any legal liability:

- (a) where the principal or any other party arranges a separate insurance policy which includes coverage for the **Insured**; or
- (b) where, due to insurance regulations or contract conditions, the **Insured** is required to arrange a separate insurance policy;

this **Policy** shall (subject to its terms, **Conditions** and **Exclusions**) apply to losses of the **Insured**

- (i) not recoverable under the separate policy (except as regards any excess applied under that separate insurance policy), and the **Excess** shall apply to losses recoverable under this **Policy**;
- (ii) in excess of amounts recovered by the **Insured** under the separate insurance policy, and the **Excess** shall not to apply to losses recoverable under this **Policy**;

It is further understood and agreed that in respect any such legal liability coverage hereunder extends to include security cover in the event of non-payment of otherwise indemnifiable claims under any such policy to the extent that the claim(s) would be indemnifiable under the terms and **Conditions** of this **Policy**, subject to the following additional **Conditions**:

- (a) This **Policy** is also to indemnify the **Insured** for any claims (considered valid by the **Insurers**) not paid under the principal's/local policy within six months of the date of final submission of a fully documented claim on the principal's/local policy. In the event of such a claim the **Insured** will, as far as is reasonable, pursue settlement under the principal's/local policy as if this **Policy** did not exist and all monies thereby recovered from the principal's/local policy shall be paid to the **Insurers**;
- (b) The **Insured** is not to intentionally disclose the existence of this **Endorsement** to any party other than the **Insured** parties unless with the authority of the **Insurers**;
- (c) In the event of any lapse and/or cancellation of the principal's/locally issued policy, coverage hereunder shall remain in full force and effect subject to the full **Policy** rate being applied pro-rata from the date of lapse or cancellation until completion of the contract.
- (d) Where, due to foreign insurance regulations or contract conditions, the **Insured** is required to arrange a separate insurance policy, this **Policy** shall apply (subject to this **Policy's** terms and **Conditions**) only to claims not recoverable (excluding any difference in excess), or in excess of the amount recoverable by the **Insured** under the separate insurance policy.

2. SECURITY

Where the **Insured** due to foreign insurance regulations or contract conditions is required to arrange a separate insurance policy, this **Policy** will also act as a reinsurance placement subject to all existing **Policy** terms and **Conditions** whereby the **Insured** can place insurance with an approved insurer of the foreign country (ceding company) and the ceding company reinsuring their policy of insurance with the **Insurers** of this **Policy**.

The agreed rates are subject to a loading commensurate with the ceding company's exchange commission.

In all other respects this **Policy** remains unaltered.

Claims Handling Procedures Public Liability Claims

- **Notification Procedures**

Notification of Claims

All claims with a potential or actual quantum in excess of 50% of the relevant deductible must be notified to

QBE Underwriting Services (Australia) Pty

Suite 2, Level 3
60 - 70 Elizabeth Street
Sydney 2000
New South Wales, Australia

All claims involving litigation must be notified immediately regardless of quantum of claim

All claims which fall under the agreed severity list must be notified immediately

Notification of Incidents

All incidents which fall under the agreed severity list must be notified immediately

All incidents which could be contentious must be notified immediately

All requests for ex gratia or special payments must be approved by QBE Sydney on an individual basis. Any such requests will be considered on their own merits.

- **Severity List**

Any incident or claim involving the following must be reported to QBE Sydney immediately.

- Fatality
- Quadriplegic
- Paraplegic
- Brain Damage
- Serious Multiple Injuries
- Amputation – Multiple.

- **Legal & Adjusting panel**

QBE Sydney must be notified prior to the appointment of solicitors in litigated matters. Only legal firms and loss adjusters from the following approved panel can be appointed:

John Farquharson – DLA Phillips Fox – Perth

Loss Adjuster - Andrew Hodkinson

Charles Taylor Adjusting
Ground Floor, 1 Havelock Street, West Perth WA 6005
Tel: +61 08 9321 2022 / mob: 0439 445 787
Email: andrew.hodkinson@charlestayloradj.com

SERVICE OF SUIT CLAUSE (AUSTRALIA)

The Underwriters hereon agree that:-

- (i) In the event of a dispute arising under this Policy, Underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

- (ii) Any summons notice or process to be served upon the Underwriters may be served upon
Lloyd's General Representative in Australia
Lloyd's Australia Limited
Level 9
1 O'Connell Street
Sydney
New South Wales 2000
Australia

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on Underwriters' behalf.

- (iii) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

17/4/75
NMA1854

GENERAL INSURANCE CODE OF PRACTICE

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

LMA5137
20 March 2009

Form approved by Lloyd's Market Association

UNMANNED AERIAL VEHICLE (UAV's) CONDITIONS

It is noted and agreed that liability is afforded under this policy for third party property damage and/or third party bodily injury arising out of the operation of UAV's, subject to all other policy terms, conditions and exclusions, provided that:

- UAVs that are restricted to 500m in altitude and
- UAVs are within 1km of the operator and
- Operators of UAVs are either qualified where required by local aviation authority or specifically trained in the operation of the specific device being used
- Excluding Military applications absolutely

Notwithstanding the above any UAVs that are to be used in USA airspace will need specific agreement by (re)insurers prior to operation of the device

**CYBER EXCLUSION (OTHER THAN BODILY INJURY OR PROPERTY DAMAGE)
(for attachment to International Liability forms)**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

However, this Exclusion does not apply in respect of liability for:

- a. any ensuing accidental injury (other than mental injury, mental anguish or mental disease); or
- b. any accidental Damage (other than loss of or damage to data in any form or to any software or programs of any type).

Definitions

For the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
2. "Cyber Incident" means:
 - 2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

Risk Management Grant

Risk management grant in the amount of 2.5% of total M&D premiums across both primary liability policies (references being CSINT2000866 and CSINT2002773), capped at AUD 25,000 in total combined for both policies per year. The grant can be used at the client's discretion for the purpose of improving safety and risk management practices across the business as related to the general liability insurance exposures, however any initiatives for the grant must be put forward to underwriters for approval prior to proceeding. Upon agreement by underwriters, the grant is payable as return premium(s) net from insurers upon receipt from the insured that initiatives are proceeding.

INFORMATION

(Re)insurer(s) have seen documents to support the assessment of the risk at the time of underwriting including but not limited to the following:

Aonline Renewal Submission

Aon Perth e-mails dated 29th July 2020.

Estimated Turnover 2020-2021: AUD 240,000,000.54

Project Contract Value Limit is AUD 100,000,000 any one Contract.

SECURITY DETAILS

(RE)INSURER'S LIABILITY:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 (amended)

ORDER HEREON: As set forth in the Risk Details

BASIS OF WRITTEN LINES:

- Percentage of Whole
- Percentage of Order
- Part of Whole
- Part of Order

BASIS OF SIGNED LINES:

- Percentage of Whole
- Percentage of Order
- Part of Whole
- Part of Order

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers.

The signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES: As per attached

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

The Schedule of Signed Underwriters and Settlement Information attached to this contract forms part of the agreement between the parties.

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2002773

Date contract printed to PDF: 09:53 16 September 2020

SIGNED UNDERWRITERS

QBE European Company Operations

Tom Watling

Written Line	100.00%	Signed Line	100.00%
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Agreed on	09:15 16 September 2020
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For and on behalf of:

Lloyd's Underwriter Syndicate No. 0386 DCH,
London, England

Written Line	Signed Line
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100.00%	100.00%
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Bound as Slip Leader, Lloyd's Leader

<i>Lloyd's Stamp:</i>	0386
<i>LORS Code:</i>	L0386
<i>Reference:</i>	20IL248085EA
<i>Description:</i>	IAUGAG2F2XAZ Per GD
<i>Risk Code(s):</i>	NA

SETTLEMENT INFORMATION

Allocation of Premium to Coding

NA at 100.00%

Allocation of Premium to Year of Account

2020

Terms of Settlement

Settlement Due Date: 27 September 2020

Instalment Premium Period of Credit: 30 day(s)

Adjustment Premium Period of Credit: 30 day(s)

Lloyd's Underwriter Syndicate No. 0386 DCH, London, England

Bureau Leader and Lloyd's Leader

Tom Watling

Contract of Insurance

<i>Insured:</i>	THE COMMISSIONER OF MAIN ROADS WESTERNAUSTRALIA
<i>Policy Number:</i>	CSINT2000903
<i>Renewing Policy Number:</i>	CSINT1700903
<i>Period:</i>	31st July 2020 to 30th June 2021
<i>Type:</i>	CONSTRUCTION RISKS GENERAL THIRD PARTY AND PRODUCTS LIABILITY INSURANCE FACILITY
<i>Limit:</i>	AUD 40,000,000 Excess AUD 10,000,000

Aon UK Limited

Registered Office | The Aon Centre | The Leadenhall Building | 122 Leadenhall Street | London | EC3V 4AN

Registered in England & Wales No. 210725 | VAT Registration No. 480 8401 48

Aon UK Limited is authorised and regulated by the Financial Conduct Authority



Information for Aon Clients

This document is the Insurer agreed Contract of Insurance which provides evidence of cover in accordance with the heading "Insurer Contract Documentation" in the Risk Details section.

The Contract Administration and Advisory Sections facilitate the administration of the placement between the Insurer and Broker.

To ensure that the insurance coverage we have placed for you meets your needs, please review this document carefully (including but not limited to applicable limits, sub-limits, deductibles, terms and conditions). In the event that this document contains errors or otherwise does not meet your needs, please advise us immediately as this will reduce the chance that you later sustain uninsured losses. This also applies to any queries you may have about the document. Unless we hear from you to the contrary within 30 days, we and you will deem the document provided to you fully conforms with your needs and instructions.

Remuneration

Aon may act as a Managing General Agent (MGA) on behalf of an Insurer for a single product, product line or their participation. In addition to any commission earned by the Global Broking Centre (GBC), the MGA is remunerated for the work undertaken on behalf of the Insurer and this may include profit or contingent commission.

Any participation placed via such an arrangement can be clearly identified as Aon Underwriting Managers (AUM) or Maven Underwriters on behalf of the applicable Insurer within the Security Details Section.

Aon may earn other remuneration from Insurers in respect of administration and management activities it undertakes at the time of placement, or during the period of the Insurance, in relation to specific products and facilities which facilitate the Insurers' own activities. Insurers may also ask the GBC to place facultative reinsurance, and may independently remunerate the GBC for these services through the payment of commission.

Further details will be provided by Aon on request.

Taxes

Over the course of the placement of your Insurance Aon collect information relating to the underlying risks and the location of such risks. This information can assist in identifying premium allocations by country/territory and to produce tax schedules for inclusion in contract documentation. It is your obligation to ensure the accuracy of such information.

Where applicable, Aon will collect the tax amounts due and pass them to the Insurer(s) to settle with the relevant tax authorities. Insurers will be responsible for confirming that the taxes identified for collection in the tax schedule are correct. In certain circumstances, taxes may be payable by the Insured. Whilst we endeavour to identify such taxes, please note that Aon is not a tax adviser and it is your responsibility to ensure that such taxes are correctly identified and remitted. If you require independent advice on your tax liabilities, you should consult with your tax adviser.

It is important to note that where a tax schedule is completed this merely represents a proposed apportionment of premium calculated on a pro rata basis, and utilises rates that Aon has taken from tax calculation systems, as at the date the tax schedule was produced. The purpose of tax schedules is to provide information to Insurers which they may, if they wish, use in establishing an apportionment of premium for taxation and legislative reporting purposes.

This procedure in no way changes Insurers' responsibilities for making this calculation and/or ensuring that the correct tax rates are applied.

RISK DETAILS

UNIQUE MARKET REFERENCE	B1526CSINT2000903
TYPE	CONSTRUCTION RISKS GENERAL THIRD PARTY AND PRODUCTS LIABILITY INSURANCE FACILITY
INSURED	The Commissioner Of Main Roads Western Australia (as Principal) and/or all Subsidiary and Controlled and Joint Venture Entities, Project Managers, Consultants, Contractors, Sub-Contractors, suppliers and all other interested Parties as more fully defined in the Policy Wording.
INSURED CONTRACTS	Integrated Service Arrangement (ISA) Agreement
INSURED'S ADDRESS	1 Waterloo Cres Perth East Western Australia 6004 Australia
PERIOD	Works performed during the period of insurance – Turnover basis, attaching under each Integrated Service Arrangement (ISA) during the period 31st July 2020 to 30th June 2021 both days at 4 p.m. Local Standard Time at the Head Office address of the Principal Insured. Coverage inclusive of contracts performed within their respective Maintenance / Defects liability period.
INTEREST	The Legal Liability of the Insured to pay damages or compensation in respect of: a) Injury to any person b) Damage to property occurring within the Territorial Scope during the Period of Insurance as a result of an occurrence happening in connection with the Insured's occupation/activities.
TERRITORIAL SCOPE	Worldwide. In respect of the United States of America and Canada, cover applies in respect of business visits by directors and employees normally resident in the Commonwealth of Australia other than directors or employees who are engaged in manual labour during such visits, as more fully stated in the Wording.
LIMIT OF LIABILITY (100%)	AUD 40,000,000 any one occurrence AUD 40,000,000 any one occurrence and in the annual aggregate in respect of Pollution Liability AUD 40,000,000 any one occurrence and in the annual aggregate in respect of Products Liability (Completed Operations)
RETENTION/EXCESS (100%)	AUD 10,000,000 any one occurrence AUD 10,000,000 any one occurrence and in the annual aggregate in respect of Pollution Liability AUD 10,000,000 any one occurrence and in the annual aggregate in respect of Products Liability (Completed Operations)
ORDER HEREON	90%
CONDITIONS	All terms and conditions as per the Wording attached.

No cover provided in respect of projects which have commenced prior to the inception date.

Excluded / Referral Contracts:

- Bridges
- Tunnelling
- Airside
- Rail exposed works

Excluding:

- Blasting
- Tunnelling
- Directors and Officers Liability, as per Wording
- Professional Indemnity, as per Wording
- Employers Liability/WCA
- Toxic Mould
- Terrorism
- Asbestos

In respect of claims falling under USA/Canadian jurisdiction, the following Conditions to apply:-

- a) NMA 1686 Industries, Seepage, Pollution and Contamination Exclusion Clause No.4, as amended by Wording.
- b) Costs and Expenses as per insuring clause 3 inclusive in Limits of Indemnity

Cyber Exclusion (Other Than Bodily Injury Or Property Damage), as per wording

Communicable Disease Exclusion LMA5396, as per Wording

Claims Management:

- Claims Handling Procedures.
- All claims servicing via QBE, Sydney.
- Agreed Loss Adjuster: Charles Taylor Adjusting
- Agreed Solicitors: Philips Fox.

CHOICE OF LAW AND JURISDICTION

The Commonwealth of Australia, in accordance with NMA1854 Service of Suit Clause (Australia) naming Lloyd's General Representative in Australia, as per Wording.

NOTICE OF CLAIM

In addition to any claims notification provisions within this Contract, Aon UK Limited request that at the earliest possible opportunity any information pertaining to a claim, circumstance or incident which has been notified under this policy to (Re)Insurers or their representatives (as detailed herein) shall be sent to the e-mail address below. The Policy number and any relevant details should be clearly stated.

Notification to the below e-mail does not constitute notification under this Contract unless specifically stated to the contrary.

int.casualtyclaims@aon.co.uk

RISK DETAILS - WORDING

EXCESS LIABILITY POLICY

INSURING AGREEMENTS:

I COVERAGE -

The Insurers hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability caused by or arising out of the hazards covered by and as more fully defined in the lead Underlying Policy No. B1526/CSINT2002773 issued on behalf of Certain Underwriters at Lloyd's.

II LIMIT OF LIABILITY -

It is expressly agreed that the Insurers total liability under this Policy shall not exceed the following amounts:

AUD (as stated in Item 3 of the Declarations)	in respect of each occurrence - subject to a limit of
---	--

AUD (as stated in Item 4 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the Underlying Policy/ies
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and shall only be payable in excess of the Underlying Limits after the Underlying Insurers (as specified in Item 2 of the Declarations) have paid or have been held liable to pay the full amount of their respective Policy liability as follows:

AUD (as stated in Item 5 of the Declarations)	in respect of each occurrence, but
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AUD (as stated in Item 6 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the Underlying Policy/ies.
---	--

The above-mentioned amounts shall apply in excess of any underlying retentions and/or primary insurances listed in the lead Underlying Policy.

In the event of reduction or exhaustion of any aggregate limit in the Underlying Policy/ies (as stated in Item 6 of the Declarations) by reason of losses paid thereunder, this Policy, subject to its limitations, terms and conditions shall:

- (a) in the event of reduction, pay the excess of such reduced Underlying Policy limits
- (b) in the event of exhaustion, continue in force as Underlying Insurance.

CONDITIONS:

1. MAINTENANCE OF UNDERLYING INSURANCE -

This Policy is subject to the same terms, definitions, exclusions, conditions and extensions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the lead Underlying Policy (No. B1526/CSINT2002773 issued on behalf of Certain Underwriters at Lloyd's) prior to an occurrence for which a claim is made hereunder.

Provided always that this Policy shall not apply until the Underlying Insurers have paid or have been held liable to pay the full amount of their respective Policy liability in accordance with Insuring Agreement II. Should, however, any alteration be made in the premium for the Underlying Policy/ies during the currency of this Policy, the Insurers hereon reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Policy/ies shall be maintained in full effect during the currency hereof, except for any reduction of any aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

No amendment to the Underlying Policy, resulting in a change in premium, during the period of this Policy shall be effective in extending the scope of this Policy until agreed in writing by the Insurers hereon.

2. NOTICE OF OCCURRENCE -

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy, notice shall be sent to the Insurers via the entity stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

3. OTHER INSURANCE -

If other valid and collectible insurance with other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be in excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

4. CANCELLATION -

The Named Insured or the Insurers hereon shall have the right to cancel this Policy in accordance with the cancellation provisions of the Underlying Policy/ies stated in Item 2. of the Declarations. Such notice shall be sent via the entity stated in Item 9 of the Declarations.

5. LAW AND JURISDICTION -

Any dispute between the Insured and the Insurers relating to this Policy shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. Each party agrees to submit to the exclusive jurisdiction of the Courts of the Commonwealth of Australia.

DECLARATIONS

Policy Number: 1526/CSINT2000903

- ITEM 1. NAMED INSURED: The Commissioner of Main Roads Western Australia and as more fully set forth in the Underlying Policy
- ITEM 2. a) UNDERLYING POLICY NO.(S): B1526/CSINT2002773
b) UNDERLYING INSURER(S): Certain Underwriters at Lloyd's
- ITEM 3. LIMIT OF LIABILITY (Insuring Agreement II): AUD 40,000,000
- ITEM 4. AGGREGATE LIMIT OF LIABILITY (Insuring Agreement II): AUD 40,000,000
- ITEM 5. UNDERLYING LIMITS (Insuring Agreement II): AUD 10,000,000
- ITEM 6. UNDERLYING AGGREGATE LIMITS (Insuring Agreement II): AUD 10,000,000
- ITEM 7. POLICY PERIOD: From the 31st July 2020 to 30th June 2021 both days at 4 p.m. Local Standard Time at the head office address of the Named Insured. Coverage inclusive of contracts performed within their respective Maintenance / Defects liability period.
- ITEM 8. NOTICE OF OCCURRENCE (Condition 2) via:

Aon Risk Services Australia Limited
Level 7
28 The Esplanade
Perth
Western Australia 6000
Australia
- ITEM 9. NOTICE OF CANCELLATION (Condition 4) via:

Aon Risk Services Australia Limited
Level 7
28 The Esplanade
Perth
Western Australia 6000
Australia

Claims Handling Procedures Public Liability Claims

- **Notification Procedures**

Notification of Claims

All claims with a potential or actual quantum in excess of 50% of the relevant deductible must be notified to

QBE Underwriting Services (Australia) Pty

Suite 2, Level 3
60 - 70 Elizabeth Street
Sydney 2000
New South Wales, Australia

All claims involving litigation must be notified immediately regardless of quantum of claim

All claims which fall under the agreed severity list must be notified immediately

Notification of Incidents

All incidents which fall under the agreed severity list must be notified immediately

All incidents which could be contentious must be notified immediately

All requests for ex gratia or special payments must be approved by QBE Sydney on an individual basis. Any such requests will be considered on their own merits.

- **Severity List**

Any incident or claim involving the following must be reported to QBE Sydney immediately.

- Fatality
- Quadriplegic
- Paraplegic
- Brain Damage
- Serious Multiple Injuries
- Amputation – Multiple.

- **Legal & Adjusting panel**

QBE Sydney must be notified prior to the appointment of solicitors in litigated matters. Only legal firms and loss adjusters from the following approved panel can be appointed:

John Farquharson – DLA Phillips Fox – Perth

Loss Adjuster - Andrew Hodkinson

Charles Taylor Adjusting
Ground Floor, 1 Havelock Street, West Perth WA 6005
Tel: +61 08 9321 2022 / mob: 0439 445 787
Email: andrew.hodkinson@charlestayloradj.com

SERVICE OF SUIT CLAUSE (AUSTRALIA)

The Underwriters hereon agree that:-

- (i) In the event of a dispute arising under this Policy, Underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

- (ii) Any summons notice or process to be served upon the Underwriters may be served upon
Lloyd's General Representative in Australia
Lloyd's Australia Limited
Level 9
1 O'Connell Street
Sydney
New South Wales 2000
Australia

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on Underwriters' behalf.

- (iii) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

17/4/75
NMA1854

GENERAL INSURANCE CODE OF PRACTICE

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

LMA5137
20 March 2009

Form approved by Lloyd's Market Association

CYBER EXCLUSION (OTHER THAN BODILY INJURY OR PROPERTY DAMAGE)
(for attachment to International Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

However, this Exclusion does not apply in respect of liability for:

- a. any ensuing accidental injury (other than mental injury, mental anguish or mental disease); or
- b. any accidental Damage (other than loss of or damage to data in any form or to any software or programs of any type).

Definitions

For the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
2. "Cyber Incident" means:
 - 2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;
involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

COMMUNICABLE DISEASE EXCLUSION
(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396
17 April 2020

CONTRACT ADMINISTRATION AND ADVISORY SECTIONS

SUBSCRIPTION AGREEMENT

SLIP LEADER	<p>The Slip Leader is: Lloyd's Syndicate DCH 0386</p> <p>In respect of electronic lines, the Slip Leader is as defined in Security Details herein.</p>
BUREAU(X) LEADER(S)	<p>The Bureau(x) Leader(s) (where applicable) is: Not Applicable</p>
BASIS OF AGREEMENT TO CONTRACT CHANGES	<p>General Underwriting Agreement (February 2014) with: Liability Schedule (June 2004) except as below:</p> <ul style="list-style-type: none">- Agree extend for up to one calendar month at pro rata additional premium as agreed by Slip Leader only;- Extensions to any Premium Payment Warranty (PPW), Premium Payment Condition (PPC), Prompt Payment Discount (PPD) or Settlement Due Date (SDD) are to be agreed by the Slip Leader only;- When details of agreed endorsements are required to be provided to following (re)insurer(s), email and/or other electronic means may be used by Aon UK Limited. <p>Wherever practicable, between the broker and each (re)insurer which have at any time the ability to send and receive ACORD messages:</p> <ol style="list-style-type: none">1. the broker agrees that any proposed contract change will be requested via an 'ACORD message' or using an ACORD enabled electronic trading platform.2. whilst the parties may negotiate and agree any contract change in any legally effective manner, each relevant (re)insurer agrees to respond via an appropriate 'ACORD message' or using an ACORD enabled electronic trading platform.3. where a (re)insurer has requested to receive notification of any contract change the broker agrees to send the notification via an 'ACORD message' or using an ACORD enabled electronic trading platform.
OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR PART TWO GUA CHANGES ONLY	<p>Where no Other Agreement Parties for contract changes are stated herein, the Agreement Parties will be the Slip Leader only.</p>
AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR THEIR PROPORTION ONLY	<p>None.</p>
BASIS OF CLAIMS AGREEMENT	<p>Claims to be managed in accordance with:</p> <ul style="list-style-type: none">- The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto. The applicable Scheme/part will be determined by the rules and scope of the Scheme(s);- IUA claims agreement practices;- The practices of any (re)insurer(s) electing to agree claims in

respect of their own participation.

Unless otherwise detailed in the Risk Details, the Slip Leader may instruct any third party expert to investigate and adjust any claim or circumstance notified to the contract.

CLAIMS AGREEMENT PARTIES

The Lead Claims Agreement Party is deemed to be the Slip Leader unless otherwise specified here.

For Lloyd's syndicates, the leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate. The second Lloyd's syndicate is Arch 2012.

For company (re)insurers, all IUA subscribing companies agree to follow the IUA claims agreement practices

All other subscribing (re)insurers, each in respect of their own participation, that are not party to the Lloyd's or IUA claims agreement practices, agree to follow the decisions of the Lloyd's and IUA claims agreement parties or the lead Claims Agreement Party where such is not otherwise the Lloyd's or IUA lead, excepting those that may have opted out below.

Notwithstanding anything contained in the above to the contrary, any ex gratia payments to be agreed by each (re)insurer for their own participation

CLAIMS ADMINISTRATION

Aon UK Limited will notify claims agreement parties, and where applicable following (re)insurer(s) that do not participate in the Lloyd's and IUA claims schemes, of claims submitted to the contract, and provide material updates. Wherever possible such notifications and updates will be given and administered via ECF or other electronic platform at Aon UK Limited's election.

RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY

None, unless otherwise specified here by any of the claim agreement parties shown above.

EXPERT(S) FEES COLLECTION

Aon UK Limited will not undertake the collection of any fee invoices rendered by third parties unless the fees form part of the (re)insured's claim or the work is for the exclusive benefit of the (re)insured.

In the event of Aon UK Limited not collecting third party fees the following applies:

Xchanging Claims Services Limited to collect fees for all slip security, including overseas (re)insurers unless the leading claims agreement party elects an alternate on a case by case basis.

SETTLEMENT DUE DATE

27th September 2020

Unless otherwise stated by (re)insurer(s), the Settlement Due Date is 90 days from inception in respect of direct business and 120 days from inception in respect of reinsurance business.

In respect of electronic lines, please refer to the Settlement Information shown under Security Details herein which is deemed to supersede the above.

**NOTICE OF
CANCELLATION
DELIVERY PROVISIONS**

Where the terms and conditions of this Contract allow for notice of cancellation to be issued, such notice of cancellation shall be provided to Aon UK Limited by email to aon.gbc.noc@aon.co.uk.

Failure to comply with this delivery requirement will make the notice null and void.

Delivery of the notice in accordance with this requirement will cause it to be effective irrespective of whether Aon UK Limited has acknowledged receipt.

**BUREAUX
ARRANGEMENTS**

Aon UK Limited will submit de-linked accounts to Xchanging Ins-Sure Services Ltd (XIS) where possible.

In respect of any PPW, PPC, PPD or SDD the following apply:

- Premium payment requirements are deemed met by presentation of premium/accounts to XIS on or before the SDD and will not be recorded as a late signing or payment;
- The SDD is deemed in all instances to be the same as the PPW, PPC or PPD due date;
- Where the PPW, PPC or PPD has been updated then the SDD shall be deemed to be updated in parallel, unless otherwise stated to the contrary;
- The PPW, PPC, PPD or SDD shall not be deemed to be breached if the original presentation of the electronic submission to XIS is in time, but subsequently amendments to the electronic submission are notified as being required to enable the premium signing to be completed. In such event Aon UK Limited shall have an additional period of seven days from such notification to complete the amendments and resubmit the electronic submission to XIS;
- Where a PPW, PPC, PPD or SDD falls on a weekend or public holiday, presentation to XIS on the next working day will be deemed in compliance with the PPW, PPC, PPD or SDD.

Aon may present For Declaration Only (FDO) signings as and when required.

(Re)insurer(s) hereby agree that any premium payable in instalments under this contract will be processed as delinked Additional Premium entries other than when submitted under the Deferred Account Scheme. However any annual instalments to be allocated to respective year of account.

(Re)insurer(s) authorise XIS to issue separate signing numbers and dates for their participations only and issue a single claims FDO signing where applicable.

Where payments are received by Aon UK Limited in convertible currencies, (re)insurer(s) agree to accept/settle accounts at rate(s) of exchange obtained by Aon UK Limited.

In respect of convertible currencies, (re)insurer(s) instruct XIS to accept settlement in any valid settlement currency as determined by Aon UK Limited.

In the event of this contract stating multiple insurance and/or reinsurance premiums (each to be paid from a different source); and/or separate entries/sections for taxation/regulation reporting purposes, XIS are instructed to leave the premium advice notes ungrouped so that each can be released separately once paid by

the respective client.

In the event of partial premium received by Aon UK Limited, (re)insurer(s) agree to accept premium as paid to and endorsed by Aon UK Limited.

XIS are authorised to sign premium from individual Insureds / territories / sections separately as and when received by Aon UK Limited.

(Re)insurers agree that Aon UK Limited may settle premiums for this contract/release de-linked premium for this contract into settlement at different times.

**NON BUREAUX
ARRANGEMENTS**

Where Aon accounts electronically with (re)insurers and notwithstanding anything to the contrary contained herein, premium due in respect of this contract which is available for settlement and presented to (re)insurers in a Technical Account (TA) ACORD message on, or before the PPW, PPC or SDD; shall be deemed to satisfy said Premium Payment Terms.

The Technical Account (TA) will be settled within the following, eAccounting Financial Account (FA).

Where a PPW, PPC, PPD or SDD falls on a weekend or public holiday, presentation to (re)insurer(s) hereon as applicable on the next working day will be deemed in compliance with the PPW, PPC, PPD or SDD.

Where payments are received by Aon UK Limited in convertible currencies, (re)insurer(s) agree to accept/settle accounts at rate(s) of exchange obtained by Aon UK Limited.

In respect of convertible currencies, (re)insurer(s) agree to accept settlement in any valid settlement currency as determined by Aon UK Limited.

In the event of partial premium received by Aon UK Limited, (re)insurer(s) agree to accept premium as paid to and endorsed by Aon UK Limited.

FISCAL AND REGULATORY

TAX PAYABLE BY (RE)INSURER(S): None

COUNTRY OF ORIGIN: Australia

REGULATORY RISK LOCATION: Australia – 100%

OVERSEAS BROKER: Aon Risk Solutions Australia
Level 15
28 The Esplanade
Perth
Western Australia 6000
Australia

ALLOCATION OF PREMIUM TO CODING: NA – 100%

In respect of electronic lines, please refer to the Settlement Information shown under Security Details herein.

REGULATORY CLIENT CLASSIFICATION: Large Risk

SECURITY DETAILS

(RE)INSURER'S LIABILITY:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 (amended)

ORDER HEREON: As set forth in the Risk Details

BASIS OF WRITTEN LINES:

- Percentage of Whole
- Percentage of Order
- Part of Whole
- Part of Order

BASIS OF SIGNED LINES:

- Percentage of Whole
- Percentage of Order
- Part of Whole
- Part of Order

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers.

The signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES: As per attached

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

The Schedule of Signed Underwriters and Settlement Information attached to this contract forms part of the agreement between the parties.

INDIVIDUAL SECURITY DETAILS

**GENERAL NAME FOR
INSURER:** QBE

**GENERAL NAME FOR
INSURED:** The Commissioner of Main Roads Western Australia

SIGNED LINES:

35%

WRITTEN LINES:

35%

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2000903

Date contract printed to PDF: 13:34 22 September 2020

SIGNED UNDERWRITERS

QBE Signing Page - QBE Signing Page

QBE European Company Operations

Tom Watling

Written Line	35.00%	Signed Line	35.00%
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Agreed on	09:12 16 September 2020
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For and on behalf of:

Lloyd's Underwriter Syndicate No. 0386 DCH,
London, England

Written Line	Signed Line
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35.00%	35.00%
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Bound as Slip Leader, Lloyd's Leader

Lloyd's Stamp: 0386

LORS Code: L0386

Reference: 20IL248085EB

Description: IAUGAG2F2XAZ Per GD

Risk Code(s): NA

SETTLEMENT INFORMATION

QBE Signing Page - QBE Signing Page

Allocation of Premium to Coding

NA at 100.00%

Allocation of Premium to Year of Account

2020

Terms of Settlement

Settlement Due Date: 27 September 2020

Instalment Premium Period of Credit: 30 day(s)

Adjustment Premium Period of Credit: 30 day(s)

Lloyd's Underwriter Syndicate No. 0386 DCH, London, England

Bureau Leader and Lloyd's Leader

Tom Watling

INDIVIDUAL SECURITY DETAILS

**GENERAL NAME FOR
INSURER:**

Arch

**GENERAL NAME FOR
INSURED:**

The Commissioner of Main Roads Western Australia

**SPECIAL
CONDITIONS:**

Excluding Damage to Contracts

SIGNED LINES:

WRITTEN LINES:

12.5%

12.5%

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2000903

Date contract printed to PDF: 13:34 22 September 2020

SIGNED UNDERWRITERS

Arch Signing Page - Arch Signing Page

Arch Insurance International

Rory Thompson

Written Line	12.5%	Signed Line	12.5%
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Agreed on	12:32 22 September 2020
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For and on behalf of:

Lloyd's Underwriter Syndicate No. 2012 AAL,
London, England

Written Line Signed Line

12.5%	12.5%
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Bound

<i>Lloyd's Stamp:</i>	2012
<i>LORS Code:</i>	L2012

<i>Reference:</i>	058500032020
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Description:

INDIVIDUAL SECURITY DETAILS

**GENERAL NAME FOR
INSURER:**

Kiln

**GENERAL NAME FOR
INSURED:**

The Commissioner of Main Roads Western Australia

**SPECIAL
CONDITIONS:**

RIP AND TEAR EXCLUSION

It is agreed that this Policy does not apply to liability

1 for the costs of digging out removing replacing any cement or concrete supplied by the Assured

2 for any claim for rebuilding costs including any loss or expense consequent upon rebuilding which is due to the failure of cement or concrete to fulfil the purpose for which it was supplied

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy

SIGNED LINES:

42.5%

WRITTEN LINES:

42.5%

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2000903

Date contract printed to PDF: 13:34 22 September 2020

SIGNED UNDERWRITERS

Kiln Signing Page - Kiln Signing Page

Tokio Marine Kiln

William Clark

Written Line	42.5%	Signed Line	42.5%
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Agreed on	15:47 11 September 2020
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For and on behalf of:

Lloyd's Underwriter Syndicate No. 0510 KLN,
London, England

Written Line Signed Line

42.5%	42.5%
-------	-------

Bound

Lloyd's Stamp: 0510

Reference: PLC968Q20ZA

Description:

Contract of Insurance

Insured: THE COMMISSIONER OF MAIN ROADS
WESTERNAUSTRALIA

Policy Number: CSINT2000915

**Renewing Policy
Number:** CSINT1700915

Period: 31st July 2020 to 30th June 2021

Type: CONSTRUCTION RISKS EXCESS
GENERAL THIRD PARTY AND PRODUCTS
LIABILITY INSURANCE FACILITY

Limit: USD 200,000,000

Aon UK Limited

Registered Office | The Aon Centre | The Leadenhall Building | 122 Leadenhall Street | London | EC3V 4AN

Registered in England & Wales No. 210725 | VAT Registration No. 480 8401 48

Aon UK Limited is authorised and regulated by the Financial Conduct Authority



Information for Aon Clients

This document is the Insurer agreed Contract of Insurance which provides evidence of cover in accordance with the heading "Insurer Contract Documentation" in the Risk Details section.

The Contract Administration and Advisory Sections facilitate the administration of the placement between the Insurer and Broker.

To ensure that the insurance coverage we have placed for you meets your needs, please review this document carefully (including but not limited to applicable limits, sub-limits, deductibles, terms and conditions). In the event that this document contains errors or otherwise does not meet your needs, please advise us immediately as this will reduce the chance that you later sustain uninsured losses. This also applies to any queries you may have about the document. Unless we hear from you to the contrary within 30 days, we and you will deem the document provided to you fully conforms with your needs and instructions.

Remuneration

Aon may act as a Managing General Agent (MGA) on behalf of an Insurer for a single product, product line or their participation. In addition to any commission earned by the Global Broking Centre (GBC), the MGA is remunerated for the work undertaken on behalf of the Insurer and this may include profit or contingent commission.

Any participation placed via such an arrangement can be clearly identified as Aon Underwriting Managers (AUM) or Maven Underwriters on behalf of the applicable Insurer within the Security Details Section.

Aon may earn other remuneration from Insurers in respect of administration and management activities it undertakes at the time of placement, or during the period of the Insurance, in relation to specific products and facilities which facilitate the Insurers' own activities. Insurers may also ask the GBC to place facultative reinsurance, and may independently remunerate the GBC for these services through the payment of commission.

Further details will be provided by Aon on request.

Taxes

Over the course of the placement of your Insurance Aon collect information relating to the underlying risks and the location of such risks. This information can assist in identifying premium allocations by country/territory and to produce tax schedules for inclusion in contract documentation. It is your obligation to ensure the accuracy of such information.

Where applicable, Aon will collect the tax amounts due and pass them to the Insurer(s) to settle with the relevant tax authorities. Insurers will be responsible for confirming that the taxes identified for collection in the tax schedule are correct. In certain circumstances, taxes may be payable by the Insured. Whilst we endeavour to identify such taxes, please note that Aon is not a tax adviser and it is your responsibility to ensure that such taxes are correctly identified and remitted. If you require independent advice on your tax liabilities, you should consult with your tax adviser.

It is important to note that where a tax schedule is completed this merely represents a proposed apportionment of premium calculated on a pro rata basis, and utilises rates that Aon has taken from tax calculation systems, as at the date the tax schedule was produced. The purpose of tax schedules is to provide information to Insurers which they may, if they wish, use in establishing an apportionment of premium for taxation and legislative reporting purposes.

This procedure in no way changes Insurers' responsibilities for making this calculation and/or ensuring that the correct tax rates are applied.

RISK DETAILS

UNIQUE MARKET REFERENCE	B1526CSINT2000915
TYPE	CONSTRUCTION RISKS EXCESS GENERAL THIRD PARTY AND PRODUCTS LIABILITY INSURANCE FACILITY
INSURED	The Commissioner Of Main Roads Western Australia (As Principals and/or Contractors) and/or all Subsidiary and Controlled and Joint Venture Entities, Project Managers, Consultants, Contractors, Sub-Contractors, suppliers and all other interested Parties and as more fully defined in the Policy Wording.
INSURED'S ADDRESS	1 Waterloo Cres Perth East Western Australia 6004 Australia
INSURED CONTRACTS	Integrated Services Arrangement (ISA) Agreement
PERIOD	Works performed during the period of insurance – Turnover basis, attaching under each Integrated Service Arrangement (ISA) during the period 31st July 2020 to 30th June 2021 both days at 4 p.m. Local Standard Time at the Head Office address of the Insured. Coverage inclusive of contracts performed within their respective Maintenance / Defects liability period.
INTEREST	The Legal Liability of the Insured to pay damages or compensation in respect of: a) Injury to any person b) Damage to property occurring within the Territorial Scope during the Period of Insurance as a result of an occurrence happening in connection with the Insured's occupation/activities.
TERRITORIAL SCOPE	Worldwide. In respect of the United States of America and Canada, cover applies in respect of business visits by directors and employees normally resident in the Commonwealth of Australia other than directors or employees who are engaged in manual labour during such visits, as more fully stated in the Wording.
LIMIT OF LIABILITY (100%)	AUD 200,000,000 any one occurrence. AUD 200,000,000 any one occurrence and in the aggregate in respect of Pollution Liability. AUD 200,000,000 any one occurrence and in the aggregate in respect of Products Liability (Completed Operations)
RETENTION/EXCESS (100%)	AUD 50,000,000 any one occurrence. AUD 50,000,000 any one occurrence and in the aggregate in respect of Pollution Liability. AUD 50,000,000 any one occurrence and in the aggregate in respect of Products Liability (Completed Operations)
ORDER HEREON	90%
CONDITIONS	All terms and conditions as per Wording attached.

No cover provided in respect of projects which have commenced prior to the inception date

Excluded / Referral Contracts:

- Bridges
- Tunnelling
- Airside
- Rail exposed works

Coverage excludes Blasting and Tunnelling activities unless specifically agreed.

Underlying Contract Wording contains:

Exclusions of:

- Directors and Officers Liability
- Professional Indemnity
- Employers Liability/WCA
- Toxic Mould
- Terrorism
- Asbestos

In respect of claims falling under USA/Canadian jurisdiction, the following Conditions to apply:-

- a) NMA 1686 Industries, Seepage, Pollution and Contamination Exclusion Clause No.4, as contained in Wording.
- b) Costs and Expenses inclusive in Limits of Indemnity

Cyber Exclusion (Other Than Bodily Injury Or Property Damage) as per Wording

Communicable Disease Exclusion LMA5396 as per Wording

All as more fully specified in underlying Contract wording

CHOICE OF LAW AND JURISDICTION

The Commonwealth of Australia, in accordance with NMA1854 Service of Suit Clause (Australia) naming Lloyd's General Representative in Australia, as per Wording.

NOTICE OF CLAIM

In addition to any claims notification provisions within this Contract, Aon UK Limited request that at the earliest possible opportunity any information pertaining to a claim, circumstance or incident which has been notified under this policy to (Re)Insurers or their representatives (as detailed herein) shall be sent to the e-mail address below. The Policy number and any relevant details should be clearly stated.

Notification to the below e-mail does not constitute notification under this Contract unless specifically stated to the contrary.

int.casualtyclaims@aon.co.uk

RISK DETAILS - WORDING

EXCESS LIABILITY POLICY

INSURING AGREEMENTS:

I COVERAGE -

The Insurers hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability caused by or arising out of the hazards covered by and as more fully defined in the lead Underlying Policy No. B1526/CSINT2002773 issued on behalf of Certain Underwriters at Lloyd's.

II LIMIT OF LIABILITY -

It is expressly agreed that the Insurers total liability under this Policy shall not exceed the following amounts:

AUD (as stated in Item 3 of the Declarations)	in respect of each occurrence - subject to a limit of
---	--

AUD (as stated in Item 4 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the Underlying Policy/ies
---	---

and shall only be payable in excess of the Underlying Limits after the Underlying Insurers (as specified in Item 2 of the Declarations) have paid or have been held liable to pay the full amount of their respective Policy liability as follows:

AUD (as stated in Item 5 of the Declarations)	in respect of each occurrence, but
---	------------------------------------

AUD (as stated in Item 6 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of each hazard insured with an aggregate limit in the Underlying Policy/ies.
---	--

The above-mentioned amounts shall apply in excess of any underlying retentions and/or primary insurances listed in the lead Underlying Policy.

In the event of reduction or exhaustion of any aggregate limit in the Underlying Policy/ies (as stated in Item 6 of the Declarations) by reason of losses paid thereunder, this Policy, subject to its limitations, terms and conditions shall:

- (a) in the event of reduction, pay the excess of such reduced Underlying Policy limits
- (b) in the event of exhaustion, continue in force as Underlying Insurance.

CONDITIONS:

1. MAINTENANCE OF UNDERLYING INSURANCE -

This Policy is subject to the same terms, definitions, exclusions, conditions and extensions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the lead Underlying Policy (No. B1526/CSINT2002773 issued on behalf of Certain Underwriters at Lloyd's) prior to an occurrence for which a claim is made hereunder.

Provided always that this Policy shall not apply until the Underlying Insurers have paid or have been held liable to pay the full amount of their respective Policy liability in accordance with Insuring Agreement II. Should, however, any alteration be made in the premium for the Underlying Policy/ies during the currency of this Policy, the Insurers hereon reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Policy/ies shall be maintained in full effect during the currency hereof, except for any reduction of any aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

No amendment to the Underlying Policy, resulting in a change in premium, during the period of this Policy shall be effective in extending the scope of this Policy until agreed in writing by the Insurers hereon.

2. NOTICE OF OCCURRENCE -

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this Policy, notice shall be sent to the Insurers via the entity stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

3. OTHER INSURANCE -

If other valid and collectible insurance with other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be in excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

4. CANCELLATION -

The Named Insured or the Insurers hereon shall have the right to cancel this Policy in accordance with the cancellation provisions of the Underlying Policy/ies stated in Item 2. of the Declarations. Such notice shall be sent via the entity stated in Item 9 of the Declarations.

DECLARATIONS

- ITEM 1. NAMED INSURED: The Commissioner of Main Roads Western Australia and as more fully set forth in the Underlying Policy
- ITEM 2. a) UNDERLYING POLICY NO.(S): 1) B1526/CSINT2002773
2) B1526/CSINT2000903
- b) UNDERLYING INSURER(S): 1) Certain Underwriters at Lloyd's
2) Certain Underwriters at Lloyd's
- ITEM 3. LIMIT OF LIABILITY
(Insuring Agreement II): AUD 200,000,000
- ITEM 4. AGGREGATE LIMIT OF LIABILITY
(Insuring Agreement II): AUD 200,000,000
- ITEM 5. UNDERLYING LIMITS
(Insuring Agreement II): AUD 50,000,000
- ITEM 6. UNDERLYING AGGREGATE LIMITS
(Insuring Agreement II): AUD 50,000,000
- ITEM 7. POLICY PERIOD: From the 31st July 2020 to 30th June 2021 both days at 4 p.m. Local Standard Time at the head office address of the Named Insured. Coverage inclusive of contracts performed within their respective Maintenance / Defects liability period.
- ITEM 8. NOTICE OF OCCURRENCE (Condition 2) via:

Aon Risk Services Australia Limited
Level 7
28 The Esplanade
Perth
Western Australia 6000
Australia
- ITEM 9. NOTICE OF CANCELLATION (Condition 4) via:

Aon Risk Services Australia Limited
Level 7
28 The Esplanade
Perth
Western Australia 6000
Australia

SERVICE OF SUIT CLAUSE (AUSTRALIA)

The Underwriters hereon agree that:-

(i) In the event of a dispute arising under this Policy, Underwriters at the request of the insured (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

(ii) Any summons notice or process to be served upon the Underwriters may be served upon

Lloyd's General Representative in Australia

Lloyd's Australia Limited

Level 9

1 O'Connell Street

Sydney

New South Wales 2000

Australia

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on Underwriters' behalf.

(iii) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

17/4/75
NMA1854

GENERAL INSURANCE CODE OF PRACTICE

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

LMA5137
20 March 2009

Form approved by Lloyd's Market Association

CYBER EXCLUSION (OTHER THAN BODILY INJURY OR PROPERTY DAMAGE)
(for attachment to International Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any Cyber Loss.
2. If the Underwriters allege that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

However, this Exclusion does not apply in respect of liability for:

- a. any ensuing accidental injury (other than mental injury, mental anguish or mental disease); or
- b. any accidental Damage (other than loss of or damage to data in any form or to any software or programs of any type).

Definitions

For the purposes of this Exclusion:

1. "Cyber Loss" means all actual or alleged Injury or Damage or any other injury or damage of any kind, or any loss, liability, compensation, or statutory fine or penalty or any other cost or expense whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
2. "Cyber Incident" means:
 - 2.1 an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - 2.2 a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - 2.3 a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;
involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
3. "Computer System" means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

COMMUNICABLE DISEASE EXCLUSION
(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396
17 April 2020

CONTRACT ADMINISTRATION AND ADVISORY SECTIONS

SUBSCRIPTION AGREEMENT

SLIP LEADER	<p>The Slip Leader is: Lloyd's Syndicate DCH 0386</p> <p>In respect of electronic lines, the Slip Leader is as defined in Security Details herein.</p>
BUREAU(X) LEADER(S)	<p>The Bureau(x) Leader(s) (where applicable) is: Not Applicable</p>
BASIS OF AGREEMENT TO CONTRACT CHANGES	<p>General Underwriting Agreement (February 2014) with: Liability Schedule (June 2004) except as below:</p> <ul style="list-style-type: none">- Agree extend for up to one calendar month at pro rata additional premium as agreed by Slip Leader only;- Extensions to any Premium Payment Warranty (PPW), Premium Payment Condition (PPC), Prompt Payment Discount (PPD) or Settlement Due Date (SDD) are to be agreed by the Slip Leader only;- When details of agreed endorsements are required to be provided to following (re)insurer(s), email and/or other electronic means may be used by Aon UK Limited. <p>Wherever practicable, between the broker and each (re)insurer which have at any time the ability to send and receive ACORD messages:</p> <ol style="list-style-type: none">1. the broker agrees that any proposed contract change will be requested via an 'ACORD message' or using an ACORD enabled electronic trading platform.2. whilst the parties may negotiate and agree any contract change in any legally effective manner, each relevant (re)insurer agrees to respond via an appropriate 'ACORD message' or using an ACORD enabled electronic trading platform.3. where a (re)insurer has requested to receive notification of any contract change the broker agrees to send the notification via an 'ACORD message' or using an ACORD enabled electronic trading platform.
OTHER AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR PART TWO GUA CHANGES ONLY	<p>Where no Other Agreement Parties for contract changes are stated herein, the Agreement Parties will be the Slip Leader only.</p>
AGREEMENT PARTIES FOR CONTRACT CHANGES, FOR THEIR PROPORTION ONLY	<p>None.</p>
BASIS OF CLAIMS AGREEMENT	<p>Claims to be managed in accordance with:</p> <ul style="list-style-type: none">- The Lloyd's Claims Scheme (Combined), or as amended or any successor thereto. The applicable Scheme/part will be determined by the rules and scope of the Scheme(s);- IUA claims agreement practices;- The practices of any (re)insurer(s) electing to agree claims in

respect of their own participation.

Unless otherwise detailed in the Risk Details, the Slip Leader may instruct any third party expert to investigate and adjust any claim or circumstance notified to the contract.

CLAIMS AGREEMENT PARTIES

The Lead Claims Agreement Party is deemed to be the Slip Leader unless otherwise specified here.

For Lloyd's syndicates, the leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate. The second Lloyd's syndicate is XL Catlin Syndicate 2003.

For company (re)insurers, all IUA subscribing companies agree to follow the IUA claims agreement practices

All other subscribing (re)insurers, each in respect of their own participation, that are not party to the Lloyd's or IUA claims agreement practices, agree to follow the decisions of the Lloyd's and IUA claims agreement parties or the lead Claims Agreement Party where such is not otherwise the Lloyd's or IUA lead, excepting those that may have opted out below.

Notwithstanding anything contained in the above to the contrary, any ex gratia payments to be agreed by each (re)insurer for their own participation

CLAIMS ADMINISTRATION

Aon UK Limited will notify claims agreement parties, and where applicable following (re)insurer(s) that do not participate in the Lloyd's and IUA claims schemes, of claims submitted to the contract, and provide material updates. Wherever possible such notifications and updates will be given and administered via ECF or other electronic platform at Aon UK Limited's election.

RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY

None, unless otherwise specified here by any of the claim agreement parties shown above.

EXPERT(S) FEES COLLECTION

Aon UK Limited will not undertake the collection of any fee invoices rendered by third parties unless the fees form part of the (re)insured's claim or the work is for the exclusive benefit of the (re)insured.

In the event of Aon UK Limited not collecting third party fees the following applies:

Xchanging Claims Services Limited to collect fees for all slip security, including overseas (re)insurers unless the leading claims agreement party elects an alternate on a case by case basis.

SETTLEMENT DUE DATE

28th September 2020

Unless otherwise stated by (re)insurer(s), the Settlement Due Date is 90 days from inception in respect of direct business and 120 days from inception in respect of reinsurance business.

In respect of electronic lines, please refer to the Settlement Information shown under Security Details herein which is deemed to supersede the above.

**NOTICE OF
CANCELLATION
DELIVERY PROVISIONS**

Where the terms and conditions of this Contract allow for notice of cancellation to be issued, such notice of cancellation shall be provided to Aon UK Limited by email to aon.gbc.noc@aon.co.uk.

Failure to comply with this delivery requirement will make the notice null and void.

Delivery of the notice in accordance with this requirement will cause it to be effective irrespective of whether Aon UK Limited has acknowledged receipt.

**BUREAUX
ARRANGEMENTS**

Aon UK Limited will submit de-linked accounts to Xchanging Ins-Sure Services Ltd (XIS) where possible.

In respect of any PPW, PPC, PPD or SDD the following apply:

- Premium payment requirements are deemed met by presentation of premium/accounts to XIS on or before the SDD and will not be recorded as a late signing or payment;
- The SDD is deemed in all instances to be the same as the PPW, PPC or PPD due date;
- Where the PPW, PPC or PPD has been updated then the SDD shall be deemed to be updated in parallel, unless otherwise stated to the contrary;
- The PPW, PPC, PPD or SDD shall not be deemed to be breached if the original presentation of the electronic submission to XIS is in time, but subsequently amendments to the electronic submission are notified as being required to enable the premium signing to be completed. In such event Aon UK Limited shall have an additional period of seven days from such notification to complete the amendments and resubmit the electronic submission to XIS;
- Where a PPW, PPC, PPD or SDD falls on a weekend or public holiday, presentation to XIS on the next working day will be deemed in compliance with the PPW, PPC, PPD or SDD.

Aon may present For Declaration Only (FDO) signings as and when required.

(Re)insurer(s) hereby agree that any premium payable in instalments under this contract will be processed as delinked Additional Premium entries other than when submitted under the Deferred Account Scheme. However any annual instalments to be allocated to respective year of account.

(Re)insurer(s) authorise XIS to issue separate signing numbers and dates for their participations only and issue a single claims FDO signing where applicable.

Where payments are received by Aon UK Limited in convertible currencies, (re)insurer(s) agree to accept/settle accounts at rate(s) of exchange obtained by Aon UK Limited.

In respect of convertible currencies, (re)insurer(s) instruct XIS to accept settlement in any valid settlement currency as determined by Aon UK Limited.

In the event of this contract stating multiple insurance and/or reinsurance premiums (each to be paid from a different source); and/or separate entries/sections for taxation/regulation reporting purposes, XIS are instructed to leave the premium advice notes ungrouped so that each can be released separately once paid by

the respective client.

In the event of partial premium received by Aon UK Limited, (re)insurer(s) agree to accept premium as paid to and endorsed by Aon UK Limited.

XIS are authorised to sign premium from individual Insureds / territories / sections separately as and when received by Aon UK Limited.

(Re)insurers agree that Aon UK Limited may settle premiums for this contract/release de-linked premium for this contract into settlement at different times.

**NON BUREAUX
ARRANGEMENTS**

Where Aon accounts electronically with (re)insurers and notwithstanding anything to the contrary contained herein, premium due in respect of this contract which is available for settlement and presented to (re)insurers in a Technical Account (TA) ACORD message on, or before the PPW, PPC or SDD; shall be deemed to satisfy said Premium Payment Terms.

The Technical Account (TA) will be settled within the following, eAccounting Financial Account (FA).

Where a PPW, PPC, PPD or SDD falls on a weekend or public holiday, presentation to (re)insurer(s) hereon as applicable on the next working day will be deemed in compliance with the PPW, PPC, PPD or SDD.

Where payments are received by Aon UK Limited in convertible currencies, (re)insurer(s) agree to accept/settle accounts at rate(s) of exchange obtained by Aon UK Limited.

In respect of convertible currencies, (re)insurer(s) agree to accept settlement in any valid settlement currency as determined by Aon UK Limited.

In the event of partial premium received by Aon UK Limited, (re)insurer(s) agree to accept premium as paid to and endorsed by Aon UK Limited.

FISCAL AND REGULATORY

TAX PAYABLE BY (RE)INSURER(S): None

COUNTRY OF ORIGIN: Australia

REGULATORY RISK LOCATION: Australia – 100%

OVERSEAS BROKER: Aon Risk Solutions Australia
Level 15
28 The Esplanade
Perth
Western Australia 6000
Australia

ALLOCATION OF PREMIUM TO CODING: NA – 100%

In respect of electronic lines, please refer to the Settlement Information shown under Security Details herein.

REGULATORY CLIENT CLASSIFICATION: Large Risk

SECURITY DETAILS

(RE)INSURER'S LIABILITY:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 (amended)

ORDER HEREON: As set forth in the Risk Details

BASIS OF WRITTEN LINES:

- Percentage of Whole
- Percentage of Order
- Part of Whole
- Part of Order

BASIS OF SIGNED LINES:

- Percentage of Whole
- Percentage of Order
- Part of Whole
- Part of Order

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers.

The signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES: As per attached

In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

(Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

The Schedule of Signed Underwriters and Settlement Information attached to this contract forms part of the agreement between the parties.

INDIVIDUAL SECURITY DETAILS

**GENERAL NAME FOR
INSURER:** QBE

**GENERAL NAME FOR
INSURED:** The Commissioner of Main Roads Western Australia

SIGNED LINES:

43%

WRITTEN LINES:

43%

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2000915
Date contract printed to PDF: 13:35 22 September 2020

SIGNED UNDERWRITERS

QBE Signing Page - QBE Signing Page

QBE European Company Operations

Tom Watling

Written Line	43.00%	Signed Line	43.00%
Agreed on	09:19 18 September 2020		

For and on behalf of:

Lloyd's Underwriter Syndicate No. 0386 DCH,
London, England

Written Line	Signed Line
15.05%	15.05%

Bound as Slip Leader, Lloyd's Leader

<i>Lloyd's Stamp:</i>	0386
<i>LORS Code:</i>	L0386
<i>Reference:</i>	20IL248085EC
<i>Description:</i>	IAUGAG2F2XAZ Oer GD
<i>Risk Code(s):</i>	NA

Lloyd's Underwriter Syndicate No. 1886 QBE,
London, England

27.95%	27.95%
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Bound

<i>Lloyd's Stamp:</i>	1886
<i>LORS Code:</i>	L1886
<i>Reference:</i>	20IL237023KA
<i>Description:</i>	IAUGAG2F2XAZ Oer GD
<i>Risk Code(s):</i>	NA

SETTLEMENT INFORMATION

QBE Signing Page - QBE Signing Page

Allocation of Premium to Coding

NA at 100.00%

Allocation of Premium to Year of Account

2020

Terms of Settlement

Settlement Due Date: 30 September 2020

Instalment Premium Period of Credit: 60 day(s)

Adjustment Premium Period of Credit: 60 day(s)

Lloyd's Underwriter Syndicate No. 0386 DCH, London, England

Bureau Leader and Lloyd's Leader

Tom Watling

INDIVIDUAL SECURITY DETAILS

**GENERAL NAME FOR
INSURER:** Axa XL

**GENERAL NAME FOR
INSURED:** The Commissioner of Main Roads Western Australia

SIGNED LINES:

22.5%

WRITTEN LINES:

22.5%

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2000915

Date contract printed to PDF: 13:35 22 September 2020

SIGNED UNDERWRITERS

Axa XL Signing Page - Axa XL Signing Page

XL Catlin

Will Minter

Written Line

22.5%

Signed Line

22.5%

Agreed on

17:16 18 September 2020

For and on behalf of:

Lloyd's Underwriter Syndicate No. 2003 XLC,
London, England

Written Line

22.5%

Signed Line

22.5%

Bound

Lloyd's Stamp: 2003
LORS Code: L2003

Reference: CE1000741078
Description:

INDIVIDUAL SECURITY DETAILS

**GENERAL NAME FOR
INSURER:** AEGIS

**GENERAL NAME FOR
INSURED:** The Commissioner of Main Roads Western Australia

SIGNED LINES:

10%

WRITTEN LINES:

10%

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2000915

Date contract printed to PDF: 13:35 22 September 2020

SIGNED UNDERWRITERS

Aegis Signing Page - Aegis Signing Page

AEGIS London

Chris Terry

Written Line	10.00%	Signed Line	10.00%
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Agreed on	12:11 14 September 2020
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For and on behalf of:

AEGIS Liability Consortium 9773. All underwriters
as per LPSO Registered Consortium No 9773.

Written Line	Signed Line
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10.00%	10.00%
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Bound

Lloyd's Stamp: 9773

Reference: 20N19074DANA

Description:

INDIVIDUAL SECURITY DETAILS

**GENERAL NAME FOR
INSURER:** Apollo

**GENERAL NAME FOR
INSURED:** The Commissioner of Main Roads Western Australia

SIGNED LINES:

7.5%

WRITTEN LINES:

7.5%

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2000915

Date contract printed to PDF: 13:35 22 September 2020

SIGNED UNDERWRITERS

Apollo Signing Page - Apollo Signing Page

Apollo Syndicate Management Ltd

Paul Chesworth

Written Line	7.5%	Signed Line	7.5%
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Agreed on	16:13 18 September 2020
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For and on behalf of:

Apollo Liability Consortium 9984. All underwriters
as per LPSO Registered Consortium No 9984

Written Line	Signed Line
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7.5%	7.5%
------	------

Bound

Lloyd's Stamp: 9984

Reference: 20NL55438501

Description:

INDIVIDUAL SECURITY DETAILS

**GENERAL NAME FOR
INSURER:**

Arch

**GENERAL NAME FOR
INSURED:**

The Commissioner of Main Roads Western Australia

**SPECIAL
CONDITIONS:**

Excluding Damage to Contracts

SIGNED LINES:

7%

WRITTEN LINES:

7%

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B1526CSINT2000915

Date contract printed to PDF: 13:35 22 September 2020

SIGNED UNDERWRITERS

Arch Signing Page - Arch Signing Page

Arch Insurance International

Rory Thompson

Written Line	7.00%	Signed Line	7.00%
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Agreed on	12:32 22 September 2020
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For and on behalf of:

Lloyd's Underwriter Syndicate No. 2012 AAL,
London, England

Written Line Signed Line

7.00%	7.00%
-------	-------

Bound

<i>Lloyd's Stamp:</i>	2012
<i>LORS Code:</i>	L2012
<i>Reference:</i>	058500042020
<i>Description:</i>	
