



The Crown in Right of the State of South Australia

Construction Risks Fourth Excess Liability Annual Insurance Policy

Period of
insurance

31 October 2023 to 31 October
2024

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Introduction

In consideration of the Named Insured having paid or agreed to pay the Premium, the Insurers agree to indemnify the Insured in the manner and to the extent provided herein, subject always to the Limits of Liability, Conditions, Exclusions and other terms of or any Endorsements to this Policy.




The Primary Insurer has issued to the Insured a policy or policies of liability insurance (referred to as

Primary Insurance).

Subject to the terms contained herein or endorse on this Policy, the Insurers will indemnify the Insured in accordance with the applicable terms, definitions, exclusions, conditions and endorsements of the Primary Insurance with which this Policy shall run concurrently. The Insurers shall only be liable if a claim is covered by, or but for the relevant limit of liability, would have been covered by the Primary Insurance and after the Primary Insurers and any Underlying Excess Insurers (if applicable) have paid or have been held legally liable to pay the respective Underlying Limits under the Primary Insurance and any underlying Excess Insurance (if applicable).

The liability of all of the Insurers collectively will in no case exceed the Limits of Liability stated in the Schedule or elsewhere in this Policy. Furthermore, the liability of each of the Insurers individually will in no case exceed the proportion set against each Insurer's name below.

Signed for and on behalf of the Insurers:

Insurers	Policy No.	Proportion %		
Great Lakes Insurance SE, Australia	PCIPUP1025991	33.34%		Digitally signed by Bernadus Eolsta Location: Sydney Date: 2023.11.09 22:37:21 Z
Berkshire Hathaway Specialty Insurance	47-ZCA-003989-08	33.33%		<div>11th December 2023</div>
XL Insurance Company SE Limited	AU00011320LI21A AU00011320LI23A	33.33%		22.11.2023

Schedule

Named Insured:	The Crown in Right of the State of South Australia, Department for Infrastructure and Transport, South Australian Water Corporation, South Australian Housing Authority, Renewal SA and all other Government (State and Local) Departments and Agencies, Commissions, Trusts, Companies, Corporations or other Statutory Bodies (whether as Principal, Project Manager, Adviser, Consultant or Contractor).
Business:	<p>This Policy also insures other parties as specified in the definition of Insured.</p> <p>Principally but not limited to government instrumentality responsible for the design, construction, manufacture, testing, commissioning, operation, maintenance and property services in relation to transport infrastructure, buildings, facilities and assets, but excluding activities in respect of any Excluded Contracts or Referral Contracts except as provided by or endorsed onto the Policy.</p>
Insured Operations:	<p>Contracts Commenced During the Period of Insurance</p> <p>All contracts of any kind or description undertaken by or on behalf of the Named Insured and commenced during the Period of Insurance, however, Referral Contracts are subject to Condition 3.17 of the Policy.</p>
Insured Services:	The provision of building maintenance and property services in respect of assets for which Government has responsibility, owns or leases within South Australia, including preventative and programmed maintenance, logged and emergency breakdown maintenance, property services including rubbish removal, hygiene, cleaning, bore maintenance, security, grounds maintenance, venue management services, technical services and pest and vermin control.
Scope of Cover legal	<p>The Insurers will under this Policy indemnify the Insured against the Insured's liability to pay damages or compensation in respect of:</p> <p>(a) Personal Injury;</p> <p>(b) Property Damage; or</p> <p>(c) Advertising Injury,</p> <p>sustained as a result of an Occurrence within the Territorial Limits in connection with the Business:</p> <p>(i) during the Construction Period or Defects Liability Period in respect of the</p>

Insured Operations; and/or

(ii) during the Period of Insurance in respect of the Insured Services; and/or

(iii) during the Period of Insurance in respect of the Insured's Products and/or

Completed Operations

In addition Insurers will pay Defence and Other Costs.

Are those Contract Types listed below where the Insurers will grant interim cover as per Condition 3.17 of the Policy.

Referral
Contracts:

Are those Contract Types listed below where the Insurers will grant interim cover as per Condition 3.17 of the Policy.

(Condition 3.17)

Contract Type	Where the original estimated Project Value for the Contract Type exceeds:
All Contracts	\$500m
Tunnels	All
Values Airport (Tarmac, Taxi or Runway)	
All Values Offshore Work	
All Values New Dam Construction & Infrastructure	All Values Where Original Construction period exceeds 36 months
	All Values

Included Referral
Contracts

Agency	Project	Description	Referral Type
DIT Building Projects	Elinders Medical Centre Expansion	New Hospital Extension/ Expansion	Project exceeds 36 months 36 months
Building DIT Projects	Mount Barker Hospital	New Works	Project exceeds 36 months Project exceeds

Excluded Contracts None

Period of
Insurance:

From: 4:00 p.m. on 31 October
2023

To: 4.00 p.m. on 31 October
2024

All at Local Time

Defects
Liability
Period:

24 months any one Contract in respect of the original Defects Liability Period.

Territorial Limits:

Anywhere in the world but excluding any operations of the Insured domiciled in the United States of America or Canada. Notwithstanding the above, indemnity is provided in respect of:

1. Products exported into those countries;
2. directors of the Insured or Employees who are non-resident in such countries;
3. any person or firm engaged in a consultative capacity in such countries.

Limits of Liability:

(Condition 3.3) Limit in respect of each and every Occurrence \$150,000,000

but limited to: \$150,000,000 in the aggregate annually for all Occurrences in respect

of Products and/or Completed Operations;

in excess of the underlying \$100,000,000 limit of liability

In excess of the Underlying Primary and First Excess Policies

Primary Policy

Insurer	Policy No.	Limit
Swiss Re International SE Australia Branch	P80764.01-02	Limit in respect of each Occurrence \$10m But limited to: \$10m in the aggregate annually for all Occurrences in respect of Products and/or Completed Operations

First Excess Policy

Insurer	Policy No.	Limit
Liberty Specialty Markets	MECAS21498764	Limit in respect of each Occurrence \$20m But limited to: \$20m in the aggregate annually for all Occurrences in respect of Products and/or Completed Operations In excess of underlying primary policy

Second Excess
Policy

Insurer	Policy No.	Limit
Swiss Re International SE Australia Branch	P80764.02	Limit in respect of each Occurrence \$20m But limited to: \$20m in the aggregate annually for all Occurrences in respect of Products and/or Completed Operations In excess of underlying primary policy

Third Excess Policy

Insurer	Policy No.	Limit
CGU Insurance	10M 8269368	<p>Limit in respect of each Occurrence \$50m</p> <p>But limited to:</p> <p>\$50m in the aggregate annually for all Occurrences in respect of Products and/or Completed Operations</p> <p>In excess of underlying primary policy</p>

Nominee for Insurers Notices:

(Condition 3.7(d))

Nominee
SAFA

Address
C/O Aon Risk Services
Level 22
91 King William Street
Adelaide SA 5000

Attention
Joshua Ingall Aon

Nominee for Legal Service:

(Condition 3.11(c))

As agreed

Agreed Loss Adjuster(s):

(Condition 3.14)

Claims under this Policy shall be adjusted with the following company(ies) or as otherwise agreed by the Insured and the Insurers:

YDR Chartered Loss Adjusters
Integra Technical Services (Australia) Pty Ltd
Crawford & Co.

Policy Wording:

As per Aon Manuscript wording provided.

AXA XL Endorsement s

Cyber & Data Exclusion
AXA XL Sanctions Clause

BHSI ENDORSEMENT

This endorsement, effective 4.00PM: 31/10/2023

Forms a part of Policy Number: 47-ZCA-003989-08

Issued by: Berkshire Hathaway Specialty Insurance Company

PERFLUOROALKYL AND POLYFLUOROALKYL EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the
following:

Excess Liability over Section 1 General and Products Liability
only

The following Exclusion is added to the Policy:

1. This Policy does not apply to any Injury, Damage, Advertising Injury or any other loss, cost, defence costs, expense, claim, dispute or suit in whole or in part arising out of, directly or indirectly resulting from or in any way related to PFAS or PFAS containing products or materials.
2. This Exclusion applies even if the claim(s) against any Insured alleges Injury, Damage, negligence, other wrongdoing or any other loss, cost or expense in whole or in part arising out of, directly or indirectly resulting from or in any way related to:
 - 2.1 actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS or PFAS containing products or materials;
 - 2.2 design, manufacture, production, use, sale, installation, removal, distribution, handling, packaging, processing of or any other similar business-related activity relating to PFAS or PFAS containing products or materials;
 - 2.3 testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS or PFAS containing products or materials;
 - 2.4 failure to report PFAS or PFAS containing products or materials to authorities.
3. This Exclusion shall apply regardless of whether any other cause, event, material, or product contributes concurrently or in any other sequence to cause such Injury, Damage or any other item listed in paragraphs 1. or 2. above.
4. For the purposes of this endorsement, PFAS means perfluoroalkyl and polyfluoroalkyl substances, including, but not limited to:
 - 4.1 Perfluorinated chemicals, compounds, and substances;
 - 4.2 Polyfluorinated chemicals, compounds, and substances;
 - 4.3 Perfluoroalkane sulfonoamido chemicals, compounds, and substances;
 - 4.4 Fluoropolymers of any type, kind, or substance;
 - 4.5 Perfluoropolyethers of any type, kind, or substance;
 - 4.6 side-chain fluorinated polymers of any type, kind, or substance;
 - 4.7 Perfluorooctanoic acid(s), perfluorooctane sulfonic acid(s), perfluorobutane sulfonic acid, GenX, and any other compound or substance included as or designated to be a perfluoroalkyl or polyfluoroalkyl by the United States Environmental Protection Agency,

- any similar state agency or entity, or any equivalent foreign environmental agency or entity having jurisdiction over the insured or the coverage territory to which this Policy applies;
- 4.8 any product(s) of, derived from, or including, any item included in this definition of PFAS;
- 4.9 associated salts, esters, acids, and alcohols of any item included in this definition of PFAS;
- 4.10 ionic state(s) and acid form(s) of any item included in this definition of PFAS; and
- 4.11 precursor chemical(s), derivative(s), and degradation or by-product(s) of any item included in this definition of PFAS.
5. The addition of this endorsement does not mean that other Policy provisions, including but not limited to any Pollution Exclusion or Workers Compensation or Employment Practices Exclusion do not exclude coverage for any PFAS related loss, cost, defence costs, expenses, Injury, Damage, claim, dispute or suit.

All other terms and conditions of this Policy remain unchanged.

TAX NOTICE

(DOES NOT APPLY TO THE EXTENT OF THE INSURER'S LIABILITY FOR COLLECTION OR PAYMENT OF AUSTRALIAN PREMIUM TAXES)

Premium may be subject to insurance premium taxes or other taxes outside Australia. The Insurer is not responsible for the payment, collection or remittance of any such taxes. The premium is exclusive of any applicable premium or other taxes outside of Australia, and it is the obligation of the Insured to pay any such applicable taxes either itself or through its broker. The Insurer does not provide tax advice and recommends the Insured consult its own tax advisor with respect to its tax obligations.



Global Primary Public & Products Liability Insurance

Endorsement – attaching to and forming part of policy number: **AU00011320LI21A**

Insured Companies

Effective Date **31 October 2023 at 4.00pm LST**

Period of Insurance Effective date **31 October 2023**

Expiry date **31 October 2024**

It is hereby declared and agreed that the following condition titled Sanctions is added to the Standard Conditions section of the Policy described above:

Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

All other Policy terms and conditions remain unchanged

Signed on behalf of XL Insurance Company

SE ABN 36 083 570 441

CYBER and DATA LIMITED EXCLUSION ENDORSEMENT

1

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident) (for attachment to International Liability forms)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
 - 1.2 loss, damage, liability, claim, cost, fines or penalties or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
- 4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- 5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
 - 5.2 any ensuing physical damage to or destruction of third party propertyresulting from or arising out of a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

Definitions

- 6 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

- 8 Cyber Incident means:
- 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 9 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

LMA5469

4 November 2020

Definitions / Interpretations

The following Definitions/interpretations will apply to this Policy. In the absence of a more specific definition, capitalised terms used in this Policy will take on the meaning in the Underlying Insurance.

Primary Insurer is the party or parties named in the Schedule who have issued the Primary Insurance.

Underlying Excess Insurer is the party or parties named in the Schedule who have issued any Underlying Excess Insurance.

Insured includes each of the following:

- (a) the Named Insured stated in the Schedule;
- (b) all other companies, parties and persons designated as the Insured in the Primary Insurance to the extent defined therein.

Underlying Insurance means the Primary Insurance and Underlying Excess Insurance (if any).

Singular/Plural

In this Policy, where the context admits, words denoting the singular shall include the plural and vice versa.

Headings

Headings have been included for ease of reference. The terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

Conditions

1.1 Maintenance of Primary and Underlying Excess Insurance

The Primary Insurance and any Underlying Excess Insurance (if applicable) shall be maintained in full effect during the currency of this Policy except for any reduction of the limits contained therein by payment of any claims. The failure of the Insured to comply with the foregoing shall not invalidate this Policy, but in the event of such failure, the Insurers shall only be liable to the same extent as if the Insured had complied with this Condition.

1.2 Following Cover of Primary Insurance

This Policy is subject to the same terms, definitions, conditions and exclusions (except as regards the Limits of Liability, the Premium, any agreement to renew or as specifically provided for herein) as are contained in or as may be added to the Primary Insurance prior to the happening of an occurrence for which a claim is made hereunder.

The Liability of the Insurers to pay damages or compensation under this Policy as a result of each occurrence or all occurrences of a series consequent on or attributable to one source or original cause happening in connection with the Insured Operations shall not exceed the Limits of Liability stated in the Schedule.

If an amount is specified in the Schedule against Products in the Limit of Liability, the total liability of the Insurers for all claims arising out of Products shall not exceed such amount in the aggregate during the Period of Insurance.

In respect of any additional Primary Insurance policy covering Contracts which fall outside of the scope of the Named Insured's Primary Insurance specified in the Schedule, the indemnity by this Policy shall be subject to the same terms, definitions, conditions and exclusions (except as regards the Limits of Liability and the Premium) in accordance with the Primary Insurance specified in the Schedule, until such additional Primary Insurance has been formally agreed by the Insurers and endorsed onto this Policy.

1.3 Claims Condition

The Insured shall immediately advise the Insurers of any occurrence or circumstances of which the Insured becomes aware which is likely to give rise to a claim under this Policy. The Insurers shall not, however, be called upon to assume conduct of the settlement or defence of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and opportunity to be associated with the Insured in the defence and trial of any such claims, suits or proceedings relative to any occurrence, which, in the opinion of the Insurers may create liability on the part of the Insurers under the terms of this Policy. If the Insurers avail themselves of such right and opportunity, the Insured and the Insurers shall co-operate in all respects so as to effect a final determination of the claim or claims.

1.4 Costs

In the event of a loss arising to which the Insurers may be liable to contribute, no legal costs shall be incurred on their behalf without their consent being first obtained. Upon the Insurers giving such consent, the Insurers shall contribute to the legal costs in the proportion that their share of the final settled loss bears to the total sum payable. If however, a settlement of the loss is

practicable prior to taking the case into court, whether by compromise or otherwise, for a sum not exceeding the Underlying Limits, no legal costs shall be payable by the Insurers.

1.5 Settlement of Losses

The Insured agrees not to settle a loss for a sum in excess of the Underlying Limits without the consent of the Insurers.

This Policy shall not cover any expenses or costs that are recoverable under the Underlying Insurance

.

1.6 Exhaustion of Underlying Aggregate Limit

In the event of the exhaustion of any aggregate limit whether partial or total of the Underlying Insurance by reason of a loss paid thereunder this Policy shall:

- (a) in the event of partial exhaustion, pay in excess of the reduced Underlying Insurance;
- (b) in the event of total exhaustion, continue in force as the Underlying Insurance subject to the terms conditions exclusions and endorsements of the Primary Insurance.

1.7 Premium Adjustment

Where the Premium is designated in the Schedule as being adjustable, the Named Insured shall keep accurate records and make declarations to the Insurers in respect of the Premium variables to enable adjustment of the Premium.

1.8 Cancellation

- (a) By The Insurers:

The Insurers may cancel this Policy for any of the reasons set forth in Section 60 of the Commonwealth Insurance Contracts Act 1984 by serving on the Named Insured sixty (60) days notice in accordance with Section 59 of that Act.

- (b) By The Named Insured:

The Named Insured (on behalf of itself and all other Insureds unless otherwise specified) may cancel this Policy, any cover in respect of any Contract by giving notice in writing to the Insurers.

- (c) Run-off Cover:

Notwithstanding the Period of Insurance, in the event of cancellation by either the Insurers or the Named Insured or non-renewal of this Policy, the insurance by this Policy shall continue for each Contract until:

- (i) expiration of the Construction Period and Defects Liability Period; or
- (ii) the Named Insured formally advises the Insurers that the Contracts have been insured elsewhere;

whichever occurs

first. (d) Premium

Adjustment

Upon cancellation by either party, the Named Insured will be entitled to a pro-rata refund of the Premium as at the date of cancellation.

1.9 Application of Recovered Funds

As that this Policy provides coverage in excess of the Underlying Insurance, the Insured's rights of recovery against any person or other entity cannot always be exclusively subrogated to the Insurers. In case of the payment of a claim under this Policy, the Insurers will act in concert with all other interested parties (including the Insured) in exercising such rights of recovery. Any amount recovered shall be apportioned in the following order:

- (a) firstly any interests, including the Insured's, that have paid an amount over and above any payment under this Policy;
- (b) secondly the Insurers of this Policy;
- (c) thirdly the interests, including the Insured's, of whom this coverage operates in excess;
- (d) expenses for the recovery of such amounts shall be apportioned between the interests, including the Insured's, in the ratio of their respective recoveries.

1.10 Jurisdiction and Service of Proceedings

The Insurers agree that:

- (a) this Policy is governed by the laws of Australia;

in the event of a dispute arising under this Policy, Insurers at the request of the Insured 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;

any summons notice or process to be served upon the Insurers may be served upon the Nominee For Legal Service stated in the Schedule. Such Nominee has authority to accept service and to enter an appearance on the Insurers' behalf. If directed by the Insured the Nominee shall give a written undertaking that the Nominee will enter an appearance on the Insurers' behalf;

if proceedings are instituted against any one of the Insurers, all Insurers hereon will abide by the decision of such Court or any competent Appellate Court.

1.11 Notices

- (a) Any notice(s) required by the Conditions of this Policy to be given to the Insurers shall be given by the Insured through any office of their insurance broker, Aon Risk Services Australia Limited (Aon) or direct to the Insurers. Any notice(s) given to any office of the appointed broker constitutes notice upon Insurers.
- (b) Any notice(s) given by the Insurers to any party insured under this Policy shall also be given to all other named parties.
- (c) Any notice of claim given to the Insurers by any party insured under this Policy shall be accepted by the Insurers as a notice of claim given on behalf of all other parties insured under this Policy.

- (d) If a Nominee for Insurers Notices is stated in the Schedule, the Insurers agree to provide 30 business days prior notice to such Nominee in the event of:

- (i) cancellation or expiry of this Policy before completion of the Construction Period and Defects Liability Period due to non payment of Premium or any other cause; (ii) the Insurers giving any notice under this Policy.

1.12 Referral Contracts

Referral Contracts specified in the Schedule, will be held covered by the Insurers for a period not exceeding 3 months from the commencement of the Referral Contract's Construction Period (such period referred to as the Interim Cover Period), and thereafter will be covered subject to agreement by the Insurers.

The Named Insured shall provide to the Insurers, as soon as practicable, full particulars of the Referral Contracts, including the nature and methods of construction, contract drawings and other contract documents.

Referral Contracts appearing in the Schedule shall be automatically covered if specified as an Included Referral Contract in the Schedule, subject to any agreed alteration in this Policy's, premium or other terms.

In the event that such terms and conditions are not acceptable to the Named Insured, the Named Insured shall be under no obligation to declare these Contracts to the Insurers after the Interim Cover Period. In the event of the Named Insured electing not to continue cover for a Contract after the Interim Cover Period, the Named Insured is obliged to declare the expended Project Value for such Contract in its declaration to the Insurers under clause 1.7.

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DOCUMENT