

Schedule 5 – Insurances (clause 73)

Confidential

General

The Operator must, at its own cost and expense, as a minimum, effect or cause to be effected the Project Insurances set out in this Schedule 5 on the minimum terms and conditions set out in this Schedule 5 and otherwise on terms acceptable to the State, acting reasonably.

Part A - Development Phase

1. Contract Works Project Insurance

The Operator must effect and maintain, or cause to be effected and maintained, Contract Works Project Insurance. The Contract Works Project Insurance must:

- (a) come into effect on or before the Target Financial Close Date and be maintained until the end of the defects liability period or equivalent with respect to the Project Works;
- (b) include as Insureds the State, State Related Parties and all Subcontractors, agents and consultants employed or engaged by the Operator in relation to the Project Works;
- (c) provide cover against physical loss and damage to, or destruction of, the Project Works including:
 - (i) the cost of removal of material and debris from the Site including demolition fees;
 - (ii) materials and all other things in storage off Site, on Site and in transit to the Site, within Australia prior to the Operator receiving those items; and
 - (iii) consultants and professional fees and expediting expenses; and
 - (iv) cover for escalation
- (d) cover the cost of making good resultant damage arising from or in connection with faulty material, workmanship or design; and
- (e) be for an amount not less than the full replacement or reinstatement value of the Project Works, plus any contract price escalation.

2. Public and Products (Completed Operations) Liability Insurance

The Operator must effect and maintain, or cause to be effected and maintained, a Public and Products (Completed Operations) Liability Insurance (**PPL Insurance**). This PPL Insurance must:

- (a) come into effect on or before the Target Financial Close Date and be maintained until the end of the defects liability period or equivalent related to the Project Works (whichever is the later);
- (b) include as Insureds the State, the State Related Parties and all Subcontractors, agents and consultants employed or engaged by the Operator in relation to the Project Works;
- (c) cover liability for Loss including loss of, damage to, or loss of use of, any real or personal property and the death or sickness of, or injury to, any person (other than liability which is required by Law to be insured under a workers compensation Project Insurance) in connection with or arising out of the Operator's obligations under this document;
- (d) cover liability arising from the use of unregistered motor vehicles and plant and equipment;
- (e) include a cross liability endorsement that all agreements and endorsements except limits of liability must operate in the same manner as if there was a separate Project Insurance covering each party insured, and a failure by any insured party to observe and fulfil the terms and conditions will not affect any other party; and

- (f) be for an amount of not less than _____ in respect of any one claim and unlimited with regards to public liability and in the aggregate during any one _____ period of insurance with regards to products liability and completed operations liability coverage.

3. Professional Indemnity Insurance

A Professional Indemnity Project Insurance which must:

- (a) come into effect on or before the Target Financial Close Date and be maintained until seven years after the expiration of the defects liability period or equivalent related to the Project Works under the Construction Contract (whichever is the later);
- (b) be for an amount of not less than _____ in respect of any one claim and not less than _____ in the aggregate during any one _____ period of insurance;
- (c) include one full automatic reinstatement of the limit of liability;
- (d) cover liability arising from any act, error or omission including a breach of duty owed in connection with or arising out of the professional activities and duties under this document;
- (e) cover claims in respect of breaches of the *Competition and Consumer Act 2010* (Cth), *Fair Trading Act 1987* (NSW) and any similar legislation including in any other state or territory insofar as they relate to the provision of professional advice; and
- (f) be endorsed to contain a principal's indemnity extension in favour of the State.

4. Insurance of Employees

The Operator must effect and maintain, or cause to be effected and maintained, insurance against liability for death of or injury to natural persons employed or engaged by the Operator including liability by statute and at common law. This insurance cover must:

- (a) come into effect on or before the Target Financial Close Date and be maintained until the end of the defects liability period or equivalent related to the Project Works under the Construction Contract (whichever is the later);
- (b) to the extent permitted by Law, be extended to indemnify the State for its statutory and common law liability to natural persons employed or engaged by the Operator; and
- (c) to the extent permitted by Law, include cover for common law liability with a limit of not less than _____ in respect of any one event.

5. Vehicle and Equipment Liability Insurance

In addition to any compulsory motor vehicle third party insurance required to be taken out by the Operator under any Law, the Operator must also effect and maintain, or cause to be effected and maintained, Vehicle and Equipment Insurance for the Operator's vehicles, registered plant and equipment brought on to the Site or used in connection with the Operator's obligations whether owned, hired or leased (**Operator's Vehicles**). The Vehicle and Equipment Liability Insurance must:

- (a) come into effect on or before the Target Financial Close Date and be maintained until the end of the defects liability period or equivalent related to the Project Works under the Construction Contract (whichever is the later);
- (b) cover against all loss and/or damage to the Operator's Vehicles;

- (c) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Operator's Vehicles;
- (d) be for an amount of not less than the market value of the plant and equipment, and for not less than iability insurance for any one claim or occurrence and unlimited in the aggregate; and
- (e) be endorsed to contain a principal's indemnity extension in favour of the State.

6. Other Project Insurance

The Operator must take out any other Project Insurances consistent with what a prudent operator would effect with respect to the engineering, design, procurement, supply, construction, testing and commissioning of the Project Works.

Part B - Operating Term

7. Public and Products Liability Insurance

The Public and Products Liability Project Insurance must:

- (a) come into effect on or before the start of the Operating Term and be maintained until the end of the Operating Term;
- (b) cover liability for Loss (whether direct, indirect, consequential or other), resulting from loss of, damage to, or loss of use of, any real or personal property and the death or sickness of, or injury to, any person (other than liability which is required by Law to be insured under a workers compensation Project Insurance) in connection with or arising out of:
 - (i) the Operator's obligations during the Operating Term; and
 - (ii) the State and State Related Parties' activities at the Facility after the Handover of the State Asset until the Private Patient Portion Expiration Date;
- (c) extend to include:
 - (i) during the Operating Term, the State and State Related Parties as Insureds to cover all Liability of the State and State Related Parties caused or contributed by the Operator or the Operator's Subcontractors; and
 - (ii) after the Handover of the State Asset until the Private Patient Portion Expiration Date, the State and State Related Parties as Insureds to cover all Liability of the State and State Related Parties including liability arising from, caused or contributed to by the Operator or the Operator's Subcontractors;
- (d) cover Liability arising from the use of unregistered motor vehicles and plant and equipment;
- (e) cover Liability in respect of any aircraft landing area or helipad on any part of the Site over which the Operator holds a leasehold interest, or any other aircraft landing area or helipad used by the Operator in the course of exercising its rights or performing its obligations under the Project Documents; and
- (f) be for an amount of not less than _____ n respect of any one claim with respect to public liability section of coverage and not less than _____ in the annual aggregate with respect to products liability.
- (g) Industrial Special Risks Policy

The Operator must effect and maintain an Industrial Special Risks Project Insurance policy which must:

- (h) come into effect on or before the start of the Operating Term and be maintained until the end of the Operating Term;
- (i) include cover for business interruption covering the monthly service payments made to the Operator based on an indemnity period of not less than the construction period of the Facility;
- (j) name the State and State Related Parties as an Insured;
- (k) cover all property (excluding the Operator's Vehicles) owned by or in the care, custody or control of the Operator which will be required or used in connection with the performance

of the Operator's obligations (**Operator's Property**), and the Facility, the Site and the State Funded FF&E;

- (l) cover expenses ordinarily covered by an Industrial Special Risks Insurance Policy, including:
 - (i) expediting expenses;
 - (ii) professional fees;
 - (iii) fire extinguishment costs;
 - (iv) removal of material and/or debris; and
 - (v) the risks the Operator normally insures, and includes but is not limited to fire, explosion, earthquake, flood aircraft, lightning, storm, tempest, fusion, smoke, damage caused by water, impact by vehicles, machinery breakdown and malicious acts or omissions and any other insurable risk which the State from time to time reasonably requires to be insured;
- (m) be for not less than the full replacement or reinstatement value of the Operator's Property, the Facility and the State Funded FF&E.

8. Professional Indemnity Insurance

The Operator must effect and maintain, or cause to be effected and maintained, a Professional Indemnity Project Insurance. The Professional Indemnity Project Insurance must:

- (a) come into effect on or before the start of the Operating Term and be maintained until 7 years after the end of the Operating Term;
- (b) be for an amount of not less than _____ in respect of any one claim and not less than _____ in the aggregate during any one twelve month period of insurance;
- (c) cover liability arising from any act, error or omission in connection with or arising out of the professional activities and other professional services arising out of or relating to the performance of the Services not being insured under the Medical Malpractice insurance required to be effected in accordance with this document;
- (d) cover claims in respect of this document under the *Competition and Consumer Act 2010* (Cth), *Fair Trading Act 1987* (NSW) and any similar legislation in any other state or territory insofar as they relate to the provision of professional advice; and
- (e) be endorsed to contain a principal's indemnity extension in favour of the State.

9. Medical Malpractice Insurance

The Operator must effect and maintain, or cause to be effected and maintained, a Medical Malpractice Project Insurance. The Medical Malpractice Project Insurance must:

- (a) come into effect on or before the start of the Operating Term and be maintained until 7 years after the Operating Term or for a longer period for clinical specialties that require longer run off coverage such as paediatric Services as required by Law;
- (b) cover any negligent act, error or omission by any health care professional including nurses, doctors and junior medical officers in the rendering of or failure to render professional medical or other professional services arising out of or relating to the performance of the Services;
- (c) be endorsed to contain a principal's indemnity extension in favour of the State; and

- (d) be for an amount of not less than _____ in the annual aggregate.
- (e) Insurance of Employees – Workers Compensation

The Operator must effect and maintain, or cause to be effected and maintained, insurance against liability for death of or injury to natural persons employed or engaged by the Operator including liability by statute and at common law. This insurance cover must:

- (f) come into effect on or before the start of the Operating Term and be maintained until the end of the Operating Term; and
- (g) be extended to indemnify the State for its statutory and common law liability to natural persons employed or engaged by the Operator.

10. Vehicle and Equipment Liability Insurance

In addition to any compulsory motor vehicle third party insurance required to be taken out by the Operator under any Law, the Operator must also effect and maintain, or cause to be effected and maintained, a Vehicle and Equipment Insurance for the Operator's Vehicles. The Vehicle and Equipment Liability Insurance must:

- (a) come into effect on or before the start of the Operating Term and be maintained until the end of the Operating Term;
- (b) cover against all loss and/or damage to the Operator's Vehicles;
- (c) cover third party personal injury or death and third party property damage liability (and include bodily injury gap protection) involving the Operator's Vehicles;
- (d) be for an amount of not less than the market value of the plant and equipment, and for not less than _____ liability insurance for any one claim or occurrence and unlimited in the aggregate; and
- (e) be endorsed to contain a principal's indemnity extension in favour of the State.

11. Contract Works Project Insurance – Additional Work

If the Operator undertakes Additional Work in accordance with this document, the Operator must take out and maintain such additional Project Insurance as determined by the State (acting reasonably) and that Project Insurance will be at the cost and expense of the Operator.

12. Other Insurance

The Operator must take out any other Project Insurance consistent with what a prudent operator would effect for the operation and maintenance of the Facility including providing the Services.

Part C - Terms Applying to Part A and Part B Insurances

13. Provisions in Policies

The Operator must ensure that:

- (a) The Project Insurances referred to in Part A sections 1 and 2 and Part B sections 7 and 7(f) of this Schedule 5, include clauses which provide that:
 - (i) a breach of policy conditions or failure to observe or fulfil the terms and conditions of the relevant policy (including any act or omission whether fraudulent or otherwise, neglect, breach or violation of a warranty or declaration) by one insured will not prejudice or diminish the rights of any other insured under the policy;
 - (ii) the insurer waives all rights, remedies or relief to which it might become entitled by way of subrogation against any insured;
 - (iii) the insurer waives any rights to contribution it may have against the State and provide that the insurance is primary with respect to the interests of the State and any other insurance or self-insurance arrangements maintained by the State is excess to and not contributory with this insurance;
 - (iv) all agreements and endorsements except limits of liability must operate in the same manner as if there was a separate Project Insurance covering each party insured;
 - (v) provide that a notice of claim given to the insurer by one insured under the Project Insurance must be accepted by the insurer as a notice of claim given by the State; and
 - (vi) the insurer will give the State least 30 business days prior written notice of its intention to terminate or cancel the relevant Project Insurance for any reason;
- (b) the public and products liability policy required to be maintained under Part A section 2 and Part B section 7 of this Schedule 5 will not contain a contractual liability exclusion (to the extent that such insurance is commercially available in the insurance market).

14. Operator Duties

The Operator must ensure that in relation to any Project Insurance required to be maintained in accordance with this Schedule 5:

- (a) it does not do anything or fail to do anything or (insofar as it is reasonably within its power) permit anything to occur which prejudices any insurance;
- (b) if necessary, rectifies anything which might prejudice any insurance;
- (c) reinstates an Project Insurance if it lapses;
- (d) does not cancel, vary in a manner material to the Project or allow an Project Insurance to lapse without the prior written consent of the State;
- (e) immediately notifies the State of any event which may result in an Project Insurance lapsing or being cancelled or being avoided;
- (f) gives full, true and particular information to the insurer of all matters and things the non-disclosure or misrepresentation of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the Project Insurance;

- (g) immediately informs the State whenever it receives or gives a notice under or in connection with any Project Insurance effected in accordance with this Schedule 5 including in relation to any claim or potential claim (with the exception of claims or potential claims by the State or, claims unrelated to the Works to be carried out or the Services to be provided under this document which do not materially reduce the available limit of the relevant Project Insurance);
- (h) does everything reasonably required by the State or any other person in whose name the policy is effected or who is intended to be covered by the Project Insurance for loss or liability to enable the State or that other person to claim and to collect or recover monies due to them under any Project Insurance;
- (i) must pay all premiums, commissions, stamp duties, charges, Taxes, and other expenses necessary for effecting and maintaining in force each insurance when due; and
- (j) promptly reinstate any Project Insurance required in accordance with this document if it lapses or if cover is exhausted.

15. Effecting of Policies

The Operator must ensure (and where relevant procure that its Subcontractors ensure to the extent applicable) that in relation to any Project Insurance required to be effected or maintained in accordance with this Schedule 5 (other than statutory policies of insurance):

- (a) it is:
 - (i) effected with Reputable Insurers;
 - (ii) effected on terms (including deductible and/or excess levels) approved in writing by the State, which approval must not be unreasonably withheld; and
 - (iii) contain an Australian jurisdiction clause which provides that the policy is governed by the laws of the Commonwealth of Australia and that the courts of the Commonwealth of Australia will have exclusive jurisdiction in any dispute under the policy and are subject to the *Insurance Contracts Act 1984* (Cth);
- (b) once approved by the State, the terms of the Project Insurance are not changed in a manner materially adverse to the Project without the State's prior written approval (not to be unreasonably withheld). The Operator must indemnify the State for its reasonable legal and other costs (if any) associated with determining whether or not to approve any such requested change; and
- (c) to the extent available at the times of placement and each renewal, the Project Insurances required in accordance with this Schedule 5 (other than statutory policies of insurance) where the State is not a named insured, must include a provision which requires the insurers to waive their rights of subrogation against the State.

16. Evidence of Policies

- (a) The proposed terms and conditions of the Project Insurances required in accordance with this Schedule 5 must be provided by the Operator to the State for approval (such approval not to be unreasonably withheld or delayed):
 - (i) 30 Business Days (or such other period as may be agreed to by the State) prior to the Date for Technical Completion; and
 - (ii) at least 20 Business Days prior to the date set for each annual renewal.

- (b) The Operator must, in respect of each Project Insurance referred to in this Schedule 5 (other than statutory policies of insurance), give the State:
 - (i) acceptable proof of currency and coverage of the Project Insurances before the relevant commencement date or date by which the Project Insurance is to be in place, whichever is the earlier, for each Project Insurance;
 - (ii) except with regards to the Professional Indemnity insurance required in compliance with clause 3 of Part A of Schedule 5, copies of all policy schedules, policy wordings, endorsements, certificates of currency and renewal certificates as soon as the Operator receives them;
 - (iii) for the Professional Indemnity insurance required in compliance with clause 3 of Part A of Schedule 5 a certificate of currency which shall contain sufficient information for the State to be able to properly determine acceptability of the terms and conditions of the insurance; and
 - (iv) on request, other evidence of the Project Insurances which the State reasonably requires.
- (c) If, after being requested by the State to do so, the Operator fails to produce evidence of compliance with its insurance obligations in accordance with section 16, the State may (without limitation), but is not obliged to:
 - (i) effect and maintain the required Project Insurances and pay the premiums (and the amount paid by the State in effecting and maintaining the required Project Insurance will be a debt due and payable on demand by the State from the Operator);
 - (ii) exercise its rights under clause 78;
 - (iii) require the Operator to (and the Operator must) suspend the performance of the Services until evidence of insurance required by this document is produced to the State (in which case no Monthly Service Payment or other compensation will be payable by the State to the Operator); and
 - (iv) shall be entitled to refuse payment of any amount due to the Operator until evidence of insurance required by this section 16 is produced to the State.
- (d) The rights given to the State by this section 16 are in addition to any other rights the State may have.

17. Deductibles and Excesses

The Operator is responsible for the payment or cost of any deductibles and/or excesses payable under any of the Project Insurances required to be effected in accordance with this Schedule 5 or as required by Law.

18. Term

If the policy wording of any Project Insurance required by this document is constructed on a claims made basis, then such Project Insurance must be renewed or otherwise maintained without interruption for a period of 7 years:

- (a) after the expiration of the defects liability period with respect to Project Insurances required under Part A;

- (b) after the expiration of the termination of this document with respect to Project Insurances required under Part B; and
- (c) after the Handover of the State Asset.

19. Notices of potential claims

- (a) The Operator must:
 - (i) as soon as practicable, inform the State in writing of any occurrence that may give rise to a claim under any of the Project Insurances required to be effected in accordance with Schedule 5;
 - (ii) keep the State informed of subsequent developments concerning the claim; and
 - (iii) ensure that the Key Personnel and Material Subcontractors similarly inform the Operator and the State in respect of occurrences which may give rise to a claim, provided however, that the requirements of this clause 21(a) shall not apply to any claim that does not arise out of or in connection with this Project.
- (b) If and to the extent that the Operator may be insured against Liability that it suffers or incurs in respect of an event, occurrence or circumstance, the Operator must (unless the State assumes joint or sole responsibility in making the claim) promptly make and pursue a claim against the relevant insurer in respect of that event or circumstance.
- (c) The insurance claim must be properly prepared by the Operator in the manner and time required by the relevant insurer and Project Insurance.
- (d) The Operator must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under (or otherwise prejudice) any of the Project Insurances required to be effected in accordance with this Schedule 5.
- (e) The Operator must give the State at least 20 Business Days' prior notice of cancellation, non-renewal or a material alteration of any of the Project Insurances required to be effected in accordance with this Schedule 5.

20. Project Insurances primary

- (a) The Project Insurances required to be effected in accordance of this Schedule 5 are primary and not secondary to the indemnities referred to in this document. However the State is not obliged to make a claim or institute proceedings against any insurer under any of the Project Insurances before enforcing any of its rights or remedies under the indemnities referred to in this document, or generally.
- (b) The parties acknowledge that, if a claim is made under a Project Insurance by the State, it is their intention that the insurer cannot require the State to exhaust any indemnities referred to in this document before the insurer considers or meets the relevant claim.
- (c) The Operator acknowledges that, regardless of whether the Project Insurances required herein respond or not, and regardless of the reason why the Project Insurances respond or fail to respond, the Operator is not released (in whole or in part), from any of its obligations under this document including the indemnities referred to in this document or generally.

21. Insurance review

- (a) The State may from time to time review the adequacy and appropriateness of the Project Insurances effected by the Operator in compliance with this Schedule 5. As part of this review, the State may ascertain whether, in the State's reasonable opinion, any additional Project Insurances are required or whether any Project Insurances required to be effected and maintained at the time of the review are no longer required or require amendment.
- (b) To allow the State to perform this function, the Operator must provide to the State copies of the current Project Insurances (except with regards to the Professional Indemnity insurance cover required in compliance with clause 3 of Part A of Schedule 5 for which a certificate of currency shall be provided and which shall contain sufficient information for the State to be able to properly perform this review and the statutory policies) and accompanying schedules within 14 days of a written request from the State.
- (c) The Operator must commence negotiations to obtain Project Insurances or amend the terms of insurance within 10 Business Days of receiving a written notice from the State, and must (subject to paragraph (d)) as soon as practicable thereafter at the Operator's own cost, obtain Project Insurances or amend the existing Project Insurances to reflect the recommendations of the State's review.
- (d) The Operator must promptly notify the State if it is unable to, or it becomes apparent that it will be unable to, comply with the recommendations arising from the State's review. The parties must determine what action, if any, is to be taken following receipt of this notification and where a Dispute arises in respect of this matter it must be referred for Dispute resolution in accordance with clause 87.

22. Subcontractor Project Insurance

- (a) The Operator must ensure that its Subcontractors are insured as required by this document, as appropriate (including as to amounts of insurance and type of insurance) given the nature of services or work to be performed by them, as if they were the Operator.
- (b) If the Operator fails to ensure that its Subcontractors effect and maintain all the Project Insurances required by this document, the State may:
 - (i) exercise its rights under clause 78;
 - (ii) require the Operator to (and the Operator must) suspend the performance of the Services until evidence of insurance required by this document is produced to the State (in which case no Monthly Service Payment or other compensation will be payable by the State to the Operator); or
 - (iii) and shall be entitled to refuse payment of any amount due to the Operator until evidence of insurance required by this document is produced to the State.
- (c) The State may, but has no obligation to, satisfy itself as to the Operator's compliance with this section 22.

23. Use of insurance proceeds

All claims proceeds received under the Project Insurances effected in accordance with this Schedule 5 (except with regards to the business interruption coverage) must be applied as follows:

- (a) towards replacement or repair of the Facility or the Site; or
- (b) to discharge the relevant liability or make good the relevant loss; or

(c) to the State or to such account as the State may reasonably direct.

24. References to the State

For the purposes of the Project Insurances required to be effected in accordance with this document, the State includes the NSW Government and their officers, employees, consultants, contractors (other than the Operator or any Operator Related Parties), agents, and personnel.

Part D - Occupation and Sharing post expiry

25. Operator to Insure

The Operator will continue to effect and maintain the Project Insurances required in accordance with clauses 7, 7(f), 11 and 12 of Part B of this Schedule 5 (and, to the extent applicable in respect of clauses 7, 7(f), 11 and 12 of Part B, Part C of this Schedule 5) in respect of the Site and the Facility after the Handover of the State Asset until the Private Patient Portion Expiration Date (**the Required Insurances**). The insurances required in accordance with clauses 8 and 9 of Part B of this Schedule 5 will be maintained in accordance with clause 18.

- (a) At least 90 Business Days prior to the Handover of the State Asset, the Operator and State will meet to agree:
 - (i) the levels of coverage required with regards to the Required Insurances and any amendments required to reflect the changed ownership of the Facility and Shared Areas (as defined in Schedule 22); and
 - (ii) the basis on which the premium will be divided between the State and Operator with regards to the Required Insurances.
- (b) At least 60 Business Days prior to the Handover of the State Asset, the Operator must obtain separate quotations for each Required Insurance on the basis agreed between the State and the Operator, from 3 Reputable Insurers in the commercial insurance market and provide those quotations to the State not less than 30 Business Days prior to the Handover of the State Asset, together with such other documentation or information as the State reasonably requires in connection with those quotations including the Operator's preferred quotation.
- (c) Within 15 Business Days after receipt of the quotations from the Operator under paragraph (b), the State will advise the Operator in writing whether it agrees with the Operator's preferred insurer and the terms (including cost of premiums), on which that insurer proposes to issue the Required Insurance or whether it requires further information.
- (d) If the State and Operator do not reach agreement on the most suitable insurer and premiums and other terms and conditions of the Required Insurances for that insurance year, including how the premium will be divided between the parties, either party may refer the matter to be determined under the dispute resolution procedures in accordance with Annexure 1 of Schedule 22, and those Required Insurances for the ensuing year will be taken out with the insurer agreed by the parties or determined under such dispute resolution procedures to be the most suitable.
- (e) The State must pay the Operator the State's share of the premium for each of the Required Insurances no later than 20 Business Days from the placement or renewal of the Required Insurance on the basis agreed or determined in accordance with this section 25.

26. Subsequent Insurance Years

- (a) The policy effected by the Operator will contain provisions consistent with the requirements of Part C section 13 to the extent such provisions apply to the Required Insurances.
- (b) With regards to renewal of the Required Insurances beyond the Handover of the State Asset, the following shall apply:

- (i) at least 60 Business Days prior to the expiration or renewal date of a Required Insurance, the Operator must obtain renewal quotations for the Required Insurance on the basis agreed between the State and the Operator, from 3 Reputable Insurers in the commercial insurance market and provide those quotations to the State not less than 30 Business Days prior to the expiration or renewal date of the Required Insurance, together with such other documentation or information as the State reasonably requires in connection with those quotations;
- (ii) within 15 Business Days after receipt of the quotations from the Operator, the State will advise the Operator in writing whether it agrees with the renewal quotations (including cost of premiums) obtained by the Operator, on which insurers propose to renew the Required Insurance or whether it requires further information;
- (iii) if the State and Operator do not reach agreement on the most suitable insurer and premiums and other terms and conditions of the Required Insurance for that insurance year, including how the premium will be divided between the parties, either party may refer the matter to be determined under the dispute resolution procedures in accordance with Annexure 1 of Schedule 22, and those insurances for the ensuing year will be taken out with the insurer agreed by the parties or determined under such dispute resolution procedures to be the most suitable; and
- (iv) the State must pay the Operator the State's share of the premium for the Required Insurance no later than 20 Business Days from the placement or renewal of the Required Insurance on the basis agreed or determined in accordance with this section 26(b).