

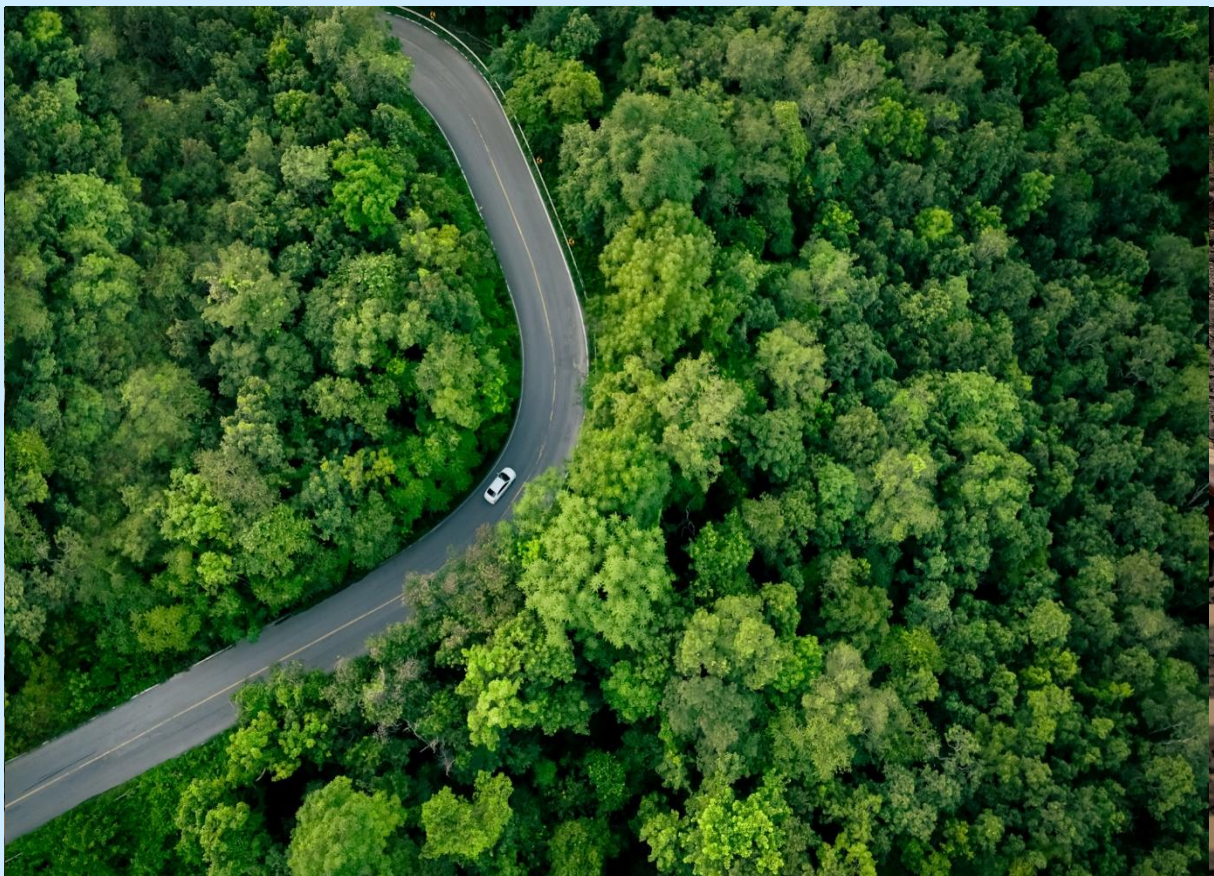
# MARSH

## Bruce Highway Targeted Safety Program

**2<sup>nd</sup> Excess Public & Products Liability Insurance Policy**

**Queensland Department of Transport and Main Roads**

**30 April 2026 to 31 December 2030**



## Contents

<b>THE SCHEDULE</b>	<b>3</b>
<b>DEFINITIONS / INTERPRETATIONS</b>	<b>7</b>
<b>CONDITIONS</b>	<b>8</b>
1. Maintenance of Primary and Underlying Excess Insurance	8
2. Following Cover of Primary Insurance	8
3. Claims Condition	8
4. Costs	9
5. Settlement of Losses	9
6. Exhaustion of Underlying Aggregate Limit	9
7. Premium Adjustment	9
8. Cancellation	9
9. Application of Recovered Funds	10
10. Jurisdiction and Service of Proceedings	10
11. Notices	11



## Project Specific Excess Public & Products Liability Insurance Policy

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

The Primary Insurers has issued to the Insured a policy or policies of liability insurance (referred to as "Primary Insurance").

Subject to the terms contained herein or endorsed 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(s) (if applicable) have paid or have been held legally liable to pay the respective Underlying Limit(s) under the Primary Insurance and any Underlying Excess Insurance (if applicable).

Signed for and on behalf of the Insurers:

INSURERS	POLICY NUMBER	PROPORTION %	SIGNATURE	DATE
SCOR UK COMPANY LTD	FA0137980	50.0000%	ABN 48 562 342 848 SCOR UK  11 May 2026	 <small>Digitally signed by Mark SBAGLIA Date: 2026.05.11 12:43:07 +1000</small>
ARCH INSURANCE INTERNATIONAL ON BEHALF OF LLOYD'S UNDERWRITER SYNDICATE NO. AAL 2012 / ASL 1955	127716012026	50.0000%		

# MARSH

## Project Specific Excess Public & Products Liability Insurance Policy

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

The Primary Insurers has issued to the Insured a policy or policies of liability insurance (referred to as "Primary Insurance").

Subject to the terms contained herein or endorsed 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(s) (if applicable) have paid or have been held legally liable to pay the respective Underlying Limit(s) under the Primary Insurance and any Underlying Excess Insurance (if applicable).

Signed for and on behalf of the Insurers:

INSURERS	POLICY NUMBER	PROPORTION %	SIGNATURE	DATE
SCOR UK COMPANY LTD	FA0137980	50.0000%		
ARCH INSURANCE INTERNATIONAL ON BEHALF OF LLOYD'S UNDERWRITER SYNDICATE NO. AAL 2012 / ASL 1955	127716012026	50.0000%		12/05/20

## The Schedule

<b>NAMED INSURED</b>	The State of Queensland represented by the Department of Transport and Main Roads (including its RoadTek division) (ABN 39 407 690 291), Queensland Rail Limited and Queensland Rail Transit Authority.
<b>ADDITIONAL INSUREDS</b>	Any Prime Contractor.  Queensland Motorways Pty Limited and all other Queensland Government agencies, bodies or Government Owned Corporations.  Any alliance partner, sub-alliance partner, alliance participant and sub-alliance participant.
<b>OTHER INSUREDS</b>	Other parties as specified in the definition of the Insured in the Policy, all for their respective rights and interests
<b>ABN AND ITC DETAILS</b>	ABN 39 407 690 291                      ITC% is 100
<b>NAMED INSURED'S REPRESENTATIVE</b>	Director (Risk and Insurance) Program Management and Delivery Branch, Department of Transport and Main Roads, 313 Adelaide Street, Brisbane Qld 4000
<b>INSURED OPERATIONS</b>	<b>Contracts commenced during the Period of Insurance Basis</b> All Contracts of any kind or description undertaken by or on behalf of the Named Insured and commenced during the Period of Insurance relating to the investigation, development, planning, design, off site fabrication, construction, testing and commissioning of the <b>Bruce Highway Targeted Safety Program</b> , all associated Works thereto as required by Contract including any variations thereto and all incidental and associated operations and Activities related thereto, however, Referral Contracts are subject to Underlying Insurance Policy Condition 3.16 – Referral Contracts.

# MARSH

## REFERRAL CONTRACTS

Are those Contract types listed below where the Insurers will grant interim cover as per Underlying Insurance Policy Condition 3.16 - Referral Contracts:

- (a) any Contract that includes bridge work where the original estimated Contract Value for any single bridge structure exceeds **\$50,000,000**
- (b) any Contract where the original estimated Construction Period for the Contract exceeds **36 months**
- (c) any Contract where the total original estimated Contract Value exceeds **\$150,000,000**

Referral Contracts will be held covered by the Insurers in accordance with the indemnity provided by this Policy for a period not exceeding 90 days from the commencement of the Construction Period.

For the purpose of the Referral Contracts Policy Condition, the Contract Values or Construction Period stated above shall be the original estimated Contract Values or Construction Period at the commencement of the Contract.

## PERIOD OF INSURANCE

From: 30 April 2026 at 00:00 Australian Eastern Standard Time

To: 31 December 2030 at 23:59 Australian Eastern Standard Time

## MAXIMUM CONSTRUCTION PERIOD

Maximum Construction Period at Contract commencement shall not exceed 36 months any one Contract including any Performance Testing Period (as estimated by the Insured at Contract commencement).

## DEFECTS LIABILITY PERIOD

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

Where any rectification work is commissioned prior to the expiration of the Defects Liability Period the coverage provided under Insuring Clause 1.1 of the Underlying Insurance (Primary Insurance) shall continue until such rectification work has been completed and accepted by the Named Insured but not exceeding 12 months from the start of such rectification work.

## SCOPE OF COVER

### Legal Liability

The Insurers will under this Policy indemnify the Insured against the Insured's legal liability to pay damages or compensation in respect of:

- a. Personal Injury;
- b. Property Damage; or
- c. Advertising Injury,

happening:

- (i) during the Construction Period or Defects Liability Period in respect of the Insured Operations
- (ii) during the Period of Insurance in respect of the Insured's Products;

within the Territorial Limits in connection with the Insured Operations and related Activities as a result of an Occurrence.

In respect to an alliance agreement entered into by the Named Insured, for the purposes of coverage under this Policy, where any government department or instrumentality of the State of Queensland is not specified (as a Named Insured) under this Policy, then they are considered to be a third party to this Policy which is not bound by the releases of liability given by the alliance participants to each other in an alliance agreement.

### Defence and Other Costs

In addition to any indemnity pursuant to Insuring Clause 1.1 of this Policy and the Limits of Liability the Insurers will pay in connection therewith:

- a) all legal costs and other expenses incurred with the written consent of the Insurers;
- b) all costs and expenses incurred by the Insured for legal representation at any coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- c) expenses incurred by the Insured for first aid rendered for injury to others at the time of an Occurrence.

## 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 to the Insured in respect of:

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

# MARSH

<b>LIMITS OF LIABILITY</b>	<p>\$50,000,000 in respect of each Occurrence, however \$50,000,000 in the aggregate annually from inception of the Policy for all Occurrences in respect of Products Liability each Contract.</p> <p><b>In excess of</b></p> <p>\$50,000,000 in respect of each Occurrence, however \$50,000,000 in the aggregate annually from inception of the Policy for all Occurrences in respect of Products Liability each Contract.</p>
<b>NOMINEE FOR LEGAL SERVICE</b>	<p>The Claims Manager of the Insurers stated in the Schedule.</p>
<b>NOMINEE FOR INSURERS' NOTICES:</b>	<p>Notices under this Policy to be sent to: State Manager Queensland Construction Marsh Specialty 111 Eagle Street Brisbane QLD 4000</p>
<b>UNDERLYING POLICY WORDING AND CONDITIONS</b>	<p>Follow form of the Underlying Insurance</p>
<b>PRIMARY INSURERS/ PRIMARY INSURANCE</b>	<p>Insurers: HDI Global SE, Australia 100% / \$20,000,000</p>
<b>PREMIUM</b>	<p>As Agreed (non-adjustable)</p>

## 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 Insurers** is the party (or parties) named in the Schedule who has (have) issued the Primary Insurance.

**Insured** includes each of the following:

1. the Insured stated in the Schedule;
2. 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 (Lead Policy No. 110-01817359-14129 HDI Global SE, Australia) 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. 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.

### 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 for each annual period.

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.

### 3. Claims Condition

The Insured shall as soon as reasonably practicable 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.

## 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 its behalf without its consent being first obtained, such consent not to be unreasonably withheld. 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.

## 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.

## 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.

## 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.

## 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 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 until:

- i. expiration of the Construction Period and Defects Liability Period for each contract; 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.

## 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.

## 10. Jurisdiction and Service of Proceedings

The Insurers agrees that:

- a. this Policy is governed by the laws of Australia;
- b. 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;
- c. 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

# MARSH

the Insured the Nominee shall give a written undertaking that the Nominee will enter an appearance on the Insurers' behalf;

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

## 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, Marsh Specialty (Marsh) 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 agrees 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.

# MARSH

**Marsh Pty Ltd**

ABN 86 004 651 512

Level 13

111 Eagle Street

Brisbane, QLD Australia 4000

GPO Box 2743

BRISBANE QLD 4000

[www.marsh.com.au](http://www.marsh.com.au)

Marsh Pty Ltd (ABN 86 004 651 512, AFSL 238 983).

This document and any recommendations, analysis, or advice provided by Marsh (collectively, the "Marsh Analysis") are not intended to be taken as advice regarding any individual situation and should not be relied upon as such. The information contained herein is based on sources we believe reliable, but we make no representation or warranty as to its accuracy. Marsh shall have no obligation to update the Marsh Analysis and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting, or legal matters are based solely on our experience as insurance brokers and risk consultants and are not to be relied upon as actuarial, tax, accounting, or legal advice, for which you should consult your own professional advisors. Any modelling, analytics, or projections are subject to inherent uncertainty, and the Marsh Analysis could be materially affected if any underlying assumptions, conditions, information, or factors are inaccurate or incomplete or should change. Marsh makes no representation or warranty concerning the application of policy wording or the financial condition or solvency of insurers or reinsurers. Marsh makes no assurances regarding the availability, cost, or terms of insurance coverage. Although Marsh may provide advice and recommendations, all decisions regarding the amount, type or terms of coverage are the ultimate responsibility of the insurance purchaser, who must decide on the specific coverage that is appropriate to its particular circumstances and financial position.

© 2026 Marsh. All rights reserved.