WESTLINK LOGISTICS PTY LTD

EXCESS MARINE LIABILITY INSURANCE POLICY

1st EXCESS: AUD 30m xs AUD 20m

IN CONSIDERATION of payment or agreement to pay to the **Underwriters** the required **Premium.**

NOW WE THE **Underwriters** agree 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 the Policy.

The **Underwriters** specified below shall only be liable to contribute to any sum indemnified by this Policy that proportion of as specified by its name.

IN WITNESS WHEREOF we the **Underwriters** have subscribed our names.

Underwriters	**Percentage**	**Policy No.**	**Signature, Stamp and Date**
QBE Insurance (Australia) Limited	100%	M7M004152MLL	QBE INSURANCE ABN 78 003 191 035 (AUSTRALIA) LIMITED 19/11/2025

SCHEDULE 2025

Insured: Westlink Logistics Pty Ltd and as more fully described in the **Primary Insurance Policy.**

Period of Insurance: This policy attaches and is effective from 4.00pm 31 October 2025 and terminates at 4:00pm 31 October 2026

Business - Insured Organisations: As described in the **Primary Insurance Policy**.

Indemnity: To indemnify the **Insured** in accordance with the terms, conditions, exclusions and endorsements of the **Primary Insurance Policy**, with which this Policy shall run concurrently;

PROVIDED THAT,

Underwriters shall be liable only for sums in excess of the limit of indemnity specified in the **Underlying Insurance Policy Limit of Liability.**

Limit of Liability: AUD 30m in excess of AUD 20m iro Third Party Liabilities (T3)

Primary Insurer: TT Club Mutual Insurance Limited

Policy Number: B8674

Policy Wording: Transport & Logistics Operator Cover 2025

Cover Sections: T3 only

Underlying Policy/Policies:

	Underwriter	Limit
Primary Insurer	TT Club Mutual Insurance Ltd	AUD 20m
1st Excess	QBE Insurance (Australia) Ltd	AUD 30m

Note: All references to mutuality within the wording are deemed not to apply and all references to Directors are amended to read Underwriters in respect of this policy.

There is no cover for A1 Discretionary Insurance.

Underwriters note and agree that there is NO DROP DOWN afforded for eroded primary aggregated limits or sublimited coverages.

CONDITIONS

1. This Policy is subject to the same terms, conditions and exclusions (except as regards the limit of indemnity, 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 Policy in respect of the wording.**

2. **Underwriters** shall not be liable under this Policy unless and until the Underwriters of the **Underlying Insurance Policies** shall have been held liable or admitted liability for the applicable **Underlying Limits of Liability** or unless and until the **Insured** has by final judgement or by settlement by **Underwriters** been held liable to pay an amount which exceeds such **Underlying Limits of Liability** inclusive of costs and expenses.

3. It is a condition precedent to liability of this Policy that the **Underlying Insurance Policies** are maintained in full force and effect during the currency of this Policy except for any reduction of the annual aggregate limit of indemnity therein solely by payment of **Claims** and/or costs and expenses thereunder.

4. If the **Underlying Insurance** contains a stated sub-limit of liability in respect to any coverage which is less than the **Underlying Limit of Liability,** this Policy shall not apply to **Claims** encompassed thereunder.

5. The **Insured** shall immediately advise the **Underwriter** of any occurrence or circumstances of which the **Insured** becomes aware which is likely to give rise to a **Claim** under this Policy. The **Underwriter** shall not, however, be called upon to assume charge 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 **Underwriter** may create liability on the part of the **Underwriter** under the terms of this Policy. If the **Underwriter** avails themselves of such right and opportunity, the **Insured** and the **Underwriter** shall co-operate in all respects so as to effect a final determination of the **Claim**.

6. No settlement of a **Claim** by agreement shall be effected by the **Insured** for a sum in excess of the **Underlying Insurance Policies** without the consent of the **Underwriters**.

7. In the event of bankruptcy or insolvency of an the **Insured** or any entity comprising an **Insured Organisation**, **Underwriters** shall not be relieved thereby of the payment of any **Claims** hereunder because of such bankruptcy or insolvency.

8. Any dispute concerning the interpretation of the terms, CONDITIONS and/or limitations contained herein, is understood and agreed by the **Insured** and **Underwriters** to be subject to the Law applying to the State of New South Wales in the Commonwealth of Australia. Each party agrees to submit to the exclusive jurisdiction of any Court of competent jurisdiction in the State of New South Wales in the Commonwealth of Australia and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

9. Service of legal or other proceedings in accordance with CONDITION 8 above may be effected validly by forwarding a formal copy of such proceedings to QBE Insurance Limited, 388 George Street, Sydney, New South Wales, 2000. Service may be effected personally, by post or by facsimile addressed to The Manager. Such service in accordance with this General Condition shall be deemed to be valid and lawful service in accordance with the Rules of any Court of competent jurisdiction within the State of New South Wales in the Commonwealth of Australia.

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

SANCTIONS LIMITATION AND EXCLUSION CLAUSE

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

COMMUNICABLE DISEASE EXCLUSION

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.

MARINE CYBER ENDORSEMENT

1 Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

JLC TERRITORIAL AND CONFLICT EXCLUSION CLAUSE

This policy excludes all loss, damage, liability, cost or expense:

(a) caused by or arising from or in connection with any Russia-Ukraine conflict and/or any expansion of such conflict; or

(b) in any area or territory or territorial waters where Russian armed forces, Russian backed forces, and/or Russian authorities, are engaged in conflict within the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova.

arising from capture, seizure, arrest, detainment, confiscation, nationalisation, expropriation, deprivation or requisition for title or use, or the restraint of movement of vessels and cargo in the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova.