

Schedule 9 – Information on public liability insurance

To whom it may concern:

From **Berkshire Hathaway / AIG / Chubb NZ** *(Name of insurance company)*
Berkshire Hathaway Specialty Insurance *(Branch)*
Auckland, New Zealand *(Address)*

We confirm having effected public liability insurance to indemnify the Principal and the Contractor against legal liability to third parties for damage, loss or injury caused by an act or omission of the Contractor arising out of the performance of the Contract Works.

All Contractors as required by Contract *(The Contractor)*

NZ Transport Agency
Chews Lane, 50 Victoria Street
Private Bag 6995, Wellington 6141 *(The Principal)*

In respect of **All Contracts up to \$200 million other than in respect of**
(i) Contracts where the original estimated Construction Period exceeds 36 months
(ii) Tunnelling Contracts where the structure constructed is a closed excavation and the original estimated Contract Value for the tunnel exceeds \$5 million
(iii) Bridges where the structure value is mor than \$25m
In respect of Network Outcome Contracts only items (ii) and (iii) above shall apply *(Project title)*

Policy wording title is **Public & Products Liability Principal Arranged Insurance**

We advise that special terms, copy attached, have been specifically applied to this project **Yes**

The following provisions apply:

- Annual policy
 Project specific policy

Policy expiry date **30 June 2023**

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8.5, 8.9

The limit of indemnity (GST exclusive)	\$	<u>100,000,000</u>
Sub-limit insured for (GST exclusive)		
Vibration, removal, or weakening of support	\$	<u>100,000,000</u>
Forest and Rural Fires Act 1977	\$	<u>N/A</u>
Underground services	\$	<u>100,000,000</u>
Deductible (GST inclusive) is	\$	<u>50,000 for NOC / maintenance contracts 100,000 for other contracts</u>
Deductible for vibration, removal, or weakening of support (GST inclusive)	\$	<u>Refer above deductible</u>
Deductible for underground services (GST inclusive)	\$	<u>Refer above deductible</u>

The policy also covers liability arising out of:

The ownership/use of Plant not required to be registered for road use	Yes
The use of hired Plant	Yes
The ownership/use of watercraft over 8 m	No
The ownership/use of aircraft	No
The use of explosives	Yes

8.2, 8.7

Policy cover terms included are:

Reinstatement provisions	Yes
Number of reinstatements	<u>Unlimited but Nil for Products</u>
Discretionary cancellation clause	Yes
Void <i>ab intio</i> for non-payment of premium without prior notification	Yes
Severally insured	Yes
No settlement delay due to exercise of subrogation	Yes

We undertake that this policy will not be cancelled or amended by us without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3910:2013.

Insurance Company Stamp Marsh Limited

Date 1 July 2022

(Or name of insurance broking company confirming cover)

SIGNED BY




SIGNATORY TITLE

Emma Rush, Principal, Wellington

(Clause numbers refer to NZS 3910:2013 and are for information only.)

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