

# 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)

Waka Kotahi New Zealand Transport Agency, 50 Victoria Street  
Private Bag 6995, Wellington 6141 (The Principal)

In respect of All Contracts up to \$200 million other than in respect of (Project Title)

- (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 more than \$25m**

In respect of Network Outcome Contracts only items (ii) and (iii) above shall apply

Policy wording title is Public & Products Liability Principal Arranged Insurance

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

The following provisions apply:

Annual policy

Project specific policy

Policy expiry date 30 June 2024

## 8.5, 8.9

The insured are (GST exclusive):

The limit of indemnity (GST exclusive)	<b>\$ 100,000,000</b>
Sub-limit insured for (GST exclusive)	
Vibration, removal, or weakening of support	<b>\$ 100,000,000</b>
Forest and Rural Fires Act 1977	<b>\$ N/A</b>
Underground services	<b>\$ 100,000,000</b>
Deductible (GST inclusive) is	(as attached schedule)
Deductible for vibration, removal, or weakening of support (GST inclusive)	(as attached schedule)
Deductible for underground services (GST inclusive)	(as attached schedule)

The policy also covers liability arising out of:

The ownership/use of Plant not required to be registered for road use	<b>Yes</b>
The use of hired Plant	<b>Yes</b>
The ownership/use of watercraft over 20m	<b>No</b>
The ownership/use of aircraft	<b>No</b>
The use of explosives (but only where declared to and accepted by Insurers)	<b>Yes</b>

## 8.2, 8.7

Policy cover terms included are:

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

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.

The 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 3917:2013.

**Deductibles (GST inclusive)**

\$50,000 each and every Occurrence for NOC/ Roadwork Maintenance contracts, increasing to \$100,000 each and every Occurrence inclusive of Costs and Expenses

**Referral Contracts (Condition):**

Standard Contracts in which one or more of the following applies:

(a)	All Contracts where the original estimated contract value exceeds \$200,000,000
(b)	Where the original estimated Construction Period for the Contract exceeds 36 months
(c)	Tunnelling contracts where the structure constructed is a closed excavation and the original estimated Contract Value for the tunnel exceeds \$5 million
(d)	Bridges where the structure value is more than \$25m
(a) and (b) shall not apply to Network Outcome Contracts	

**Insurance Company**  
**Stamp**



**Date** 1 July 2023

*(Or name of insurance broking company confirming cover)*

A handwritten signature in blue ink that appears to read "Emma Rush".

**SIGNED BY** Emma Rush

**SIGNATORY TITLE** Principal, Marsh, Wellington

(Clause numbers refer to NZS 3917:2013 and are for information only)