# Schedule 12 – Information on Principal-arranged construction insurance

| To wl       | nom it may concern:                 |             |                             |             |                                 |                        |
|-------------|-------------------------------------|-------------|-----------------------------|-------------|---------------------------------|------------------------|
| From        | NZI, a division of IAG New 2        | Zealand     | Limited                     |             | (Name                           | of insurance company)  |
|             | Auckland                            |             |                             |             |                                 | (Branch)               |
|             | 1 Fanshawe Street, Aucklan          | nd          |                             |             |                                 | (Address)              |
|             |                                     |             |                             |             |                                 |                        |
| We co       | onfirm having effected ins          | urance      | for:                        |             |                                 |                        |
| New Z       | ealand Transport Agency             |             |                             |             |                                 | (The Principal)        |
|             |                                     |             |                             |             |                                 | (Covering property at) |
| Contra      | ict Works                           |             |                             |             |                                 | (Class of insurance)   |
| In res      | pect of Road maintenand (refer atta |             |                             |             | Om, except for referral contrac | (Dun: + +:41-)         |
| Policy      | wording title is: Contract          | Works       | Insurance – Material Dan    | nage        |                                 |                        |
| We a        | dvise that special terms, c         | onv att     | tached have been ann        | lied to th  | nis policy                      | ⊠ Yes □ No             |
|             | ollowing provisions apply:          | <b>-</b>    | 2001. арр                   |             | ,                               |                        |
|             | Material damage/constru             | iction p    | project-specific policy     |             |                                 |                        |
| $\boxtimes$ | Annual run-off policy               |             |                             |             |                                 |                        |
| $\boxtimes$ | Annual cut-off policy               |             |                             |             |                                 |                        |
| Dalia       | ovnim doto 1 luly 20                | 126         |                             |             |                                 |                        |
| Policy      | expiry date 1 July 20               |             |                             |             |                                 |                        |
| 8.1.6       |                                     |             |                             |             |                                 |                        |
| The fo      | ollowing forces of nature a         | ıre insu    | ured:                       |             |                                 |                        |
| $\boxtimes$ | landslip                            | $\boxtimes$ | earthquake                  | $\boxtimes$ | tsunami                         |                        |
| $\boxtimes$ | tornado                             | $\boxtimes$ | cyclone                     | $\boxtimes$ | storm                           |                        |
| $\boxtimes$ | flood                               | $\boxtimes$ | lightning strike            | $\boxtimes$ | volcanic activity               |                        |
|             | hydrothermal activity               | $\boxtimes$ | geothermal activity         |             |                                 |                        |
| 8.8.4       |                                     |             |                             |             |                                 |                        |
| Const       | ruction period Up                   | to 36 m     | nonths (contracts attaching | g during 3  | 30 June 2025 to 1 July 2026)    |                        |
| Insura      | ance maintenance period             | Up to       | o 24 months                 |             |                                 |                        |

| 8.8.1      |   |       |                                      |  |
|------------|---|-------|--------------------------------------|--|
| This polic | by has been endorsed to record as an additional insured:  |       |                                      |  |
| The Con    | ractor  |       | ⊠ Yes                                | □ No                                   |
| Subcontr   | actors  |       | ⊠ Yes                                | □ No                                   |
|            |   |       |                                      |  |
| The sum    | s insured are (GST exclusive):  |       |                                      |  |
| 8.8.2(a)   | Existing structure  | \$    | 25% of contract val<br>\$2.5m / ma   |  |
| 8.8.2(b)   | Other structures in the vicinity  | \$    | Not ap                               | plicable                               |
| 8.8.2(c)   | Contents  | \$    | Not ap                               | plicable                               |
| 8.3.3      | Contract Price  | \$    | As per contract, up to               | \$200m                                 |
| 8.3.3(a)   | Costs of demolition   | \$    | Varies depending on value (\$7.5m to |  |
| 8.3.3(b)   | Professional fees   | \$    | Varies depending on value (\$5m t    | contract                               |
| 8.3.3(c)   | Value of items to be incorporated   | \$    | To be included contra                | in 8.3.3                               |
| 8.3.3(d)   | An allowance for an increase in construction costs  | \$    |                                      | to 15%                                 |
| 8.3.3(e)   | An allowance for increased reconstruction costs   | \$    | Varies depending on                  | contract                               |
|            | TOTAL SUM INSURED   | \$    | value (\$1m                          |  |
|            | TOTAL GOM MOOKED  | Ψ     |                                      | ······································ |
| 8.1.4      | The policy deductibles are (GST inclusive):   |       |                                      |  |
|            | Non-earthquake  | \$    | Refer                                | attached                               |
|            | Natural disaster % of minimum of  | \$    | Refer                                | attached                               |
|            | Other (name)  | \$    | Refer                                | attached                               |
|            | ore than one policy is involved in insuring all of the above items, a separa<br>od for each policy. | ate S | chedule 12 shall be                  |  |
| Policy co  | ver terms included are:   |       |                                      |  |
| 8.2.2      | Discretionary cancellation clause   |       | ⊠ Yes                                | □ No                                   |
| 8.2.3      | Reinstated provision on building and contents   |       | ⊠ Yes                                | □ No                                   |
|            | Severally insured   |       | ⊠ Yes                                | □ No                                   |
|            | No settlement delay due to exercise of subrogation  |       | ⊠ Yes                                | □ No                                   |
| 8.2.4      | Void ab initio for non-payment of premium without prior notification                                |       | ⊠ Yes                                | □ No                                   |
| 8.8.2      | Covers damage arising out of the Contract Works   |       | ⊠ Yes                                | □ No                                   |
|            |   |       |                                      |  |

| Policy ex | tensions included are:  |            |      |        |  |
|-----------|---|------------|------|--------|--|
|           |   |            |      |        | Sub-limit (if applicable)                            |
| 8.3.1     | Transit (in New Zealand)  | ⊠ Yes      | □ No | \$     | Varies depending on contract value (\$2.5m to \$5m)) |
| 8.3.1     | Materials in storage (in New Zealand)   | ⊠ Yes      | □ No | \$     | Varies depending on contract value (\$5m to \$10m)   |
|           | Testing and commissioning   | ⊠ Yes      | □ No | \$     | <u>.</u>   |
|           | Expediting expenses   | ⊠ Yes      | □ No | \$     | Up to 150% of normal costs / max. \$10m              |
|           | Overseas air freight  | ⊠ Yes      | □ No | \$     | :  |
|           | Partial occupation  | ⊠ Yes      | □ No | \$     |  |
| This insu | the insured party which has arranged the insurance rance issued is subject to the terms and conditions with the requirements of NZS 3910:2023 Condition tion. | of this po | •    |        | • •  |
|           | te company stamp  Marsh (Insurance Broker)  of insurance broking company confirming cover)  |            | Date | 1/07/2 | 2025   |
| SIGNED    | BY Color  |            |      |        |  |
| SIGNATO   | ORY TITLE Client Executive, Marsh, Wellington   |            |      |        |  |

(Clause numbers refer to NZS 3910:2023 Conditions of contract for building and civil engineering construction and are for information only.)

## Information as to Principal's Insurance

### **Referral Contracts (Condition):**

- (a) Disaster Recovery Works where the original estimated Contract Value exceeds \$50,000,000
- (b) Any other Contract where the original estimated Contract Value exceeds \$200,000,000
- (c) Where the original estimated Construction Period exceeds 36 months
- (d) Where the original estimated Defects Liability Period exceeds 24 months
- (e) Tunnels where the value of the structure is more than \$5,000,000
- (f) Bridges where the value of the structure is more than \$25,000,000
- (g) Wet works where the original estimated Contract Value exceeds \$25,000,000

For the purposes of this condition, bridge referrals shall include: new builds; deck replacements; any structural abutment or support works; or structural additions to existing bridge structures.

For the purposes of this condition, bridge referrals shall not include: bridge maintenance or inspection work; bridge resurfacing; work around a bridge structure that includes tie in works to the bridge; or work adjacent to an existing bridge not involving the bridge.

#### **Excess:**

In respect of Road Maintenance Contracts:

| Each loss, except as noted below | \$500,000                           |
|----------------------------------|-------------------------------------|
| Earthquake                       | Refer Earthquake Excess table below |

#### **Excess**

In respect of Disaster Recovery Works:

| Each loss, except as noted below | \$100,000                           |
|----------------------------------|-------------------------------------|
| Major Perils                     | \$250,000                           |
| Flood                            | \$500,000                           |
| Landslip                         | \$1,000,000                         |
| Earthquake                       | Refer Earthquake Excess table below |

### **Excess:**

In respect of all other Contracts:

|  | Contract Value >0 to \$10m | Contract Value >\$10m to \$50m | Contract Value >\$50m |
|--|----------------------------|--------------------------------|-----------------------|
| Each loss, except as noted below   | \$25,000                   | \$50,000                       | \$100,000             |
| Major Perils   | \$50,000                   | \$100,000                      | \$250,000             |
| Landslip   | \$350,000                  | \$500,000                      | \$500,000             |
| Wet Work Contracts   | \$500,000                  | \$500,000                      | \$500,000             |
| Tunneling Contracts (including excavations/ underpasses greater than 100m) | \$500,000                  | \$500,000                      | \$500,000             |

## **Earthquake Excess:**

| Earthquake for Wellington (Cresta zone 10)                                     | 5% of value at risk at time of loss, minimum \$50,000 any one contract site |
|--|---|
| Earthquake locations<br>Northland, Auckland,<br>Waikato, Otago or<br>Southland | 1% of value at risk at time of loss, minimum \$50,000 any one contract site |
| Earthquake locations other than the above                                      | 2% of value at risk at time of loss minimum \$50,000 any one contract site  |