

Schedule 9 – Information on public liability insurance

To whom it may concern:

From **Berkshire Hathaway / AIG / Chubb** (Name of insurance company)
Auckland (Branch)
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 and Sub-Contractors as required by Contract (The Contractor)
New Zealand Transport Agency (The Principal)

In respect of **All Contracts up to \$200,000,000 other than in respect of Referral Contracts.**

Referral Contracts:

(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) Tunneling contracts where the structure constructed is a closed excavation and the original estimated Contract Value for the tunnel exceeds \$5,000,000

(d) Bridges where the structure value is more than \$25m

(a) and (b) shall not apply to Network Outcome Contracts

(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 ☐ No

The following provisions apply:

- ☒ Annual policy
☐ Project-specific policy

Policy expiry date **1/07/2026**

8.5, 8.9

The limit of indemnity (GST exclusive)	\$ 100,000,000
Sub-limit insured for (GST exclusive)	
Vibration, removal, or weakening of support	\$ 100,000,000
Underground services	\$ 100,000,000

Deductible (GST inclusive) is	\$	_____	500,000
Deductible for vibration, removal, or weakening of support (GST inclusive)	\$	_____	500,000

The policy also covers liability arising out of:

The ownership/use of Plant not required to be registered for road use	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
The use of hired Plant	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
The ownership/use of watercraft longer than 8 metres	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The ownership/use of aircraft	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The use of explosives	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

8.2, 8.7

Policy cover terms included are:

Reinstatement provisions	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Number of reinstatements	<u>Unlimited, but Nil for Productsd</u>	
Discretionary cancellation clause	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Void <i>ab initio</i> for non-payment of premium without prior notification	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Severally insured	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
No settlement delay due to exercise of subrogation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

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.

Insurance company stamp Marsh (broker)
(Or name of insurance broking company confirming cover)

Date 1/07/2025

SIGNED BY



SIGNATORY TITLE Emma Rush, Client Executive, Wellington

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