

Schedule 9 – Information on public liability insurance

To whom it may concern:

From Berkshire Hathaway Specialty Insurance / AIG Insurance New Zealand Ltd / Chubb Insurance New Zealand Ltd (name of insurance company)
New Zealand (branch)
23-29 Albert Street, Auckland 1010 (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 Subcontractors as required by Contract (the Contractor)
New Zealand Transport Agency (the Principal)
 In respect of All Contracts up to \$200,000,000 other than Referral Contracts (refer attached) (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)	<u>\$ 100,000,000</u>
Sub-limit insured for (GST exclusive)	
Vibration, removal, or weakening of support	<u>\$ 100,000,000</u>
Underground services	<u>\$ 100,000,000</u>
Deductible (GST inclusive) is	<u>\$ 500,000</u>
Deductible for vibration, removal, or weakening of support (GST inclusive)	<u>\$ 500,000</u>
Deductible for underground services (GST inclusive)	<u>\$ 500,000</u>

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 over 8 m | <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 | Unlimited. Nil with respect to Products Liability | |
| 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 type="checkbox"/> Yes | <input checked="" 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.

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 3916:2025 *Conditions of contract for building and civil engineering – Design and construct*.

Insurance company stamp **MARSH**
(or name of insurance broking company confirming cover)

Date 15/01/2026



SIGNED BY Emma Rush

SIGNATORY TITLE Principal / Client Executive

(Clause numbers refer to NZS 3916:2025 *Conditions of contract for building and civil engineering – Design and construct* and are for information only.)

Referral Contracts

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

- a) All Contracts whereby the original estimated Contract Value exceeds \$200,000,000, or
- 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 \$5,000,000
- d) Bridges where the structure value is more than \$25,000,000

Items a) and b) shall not apply to maintenance contracts.