

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 (The Principal)

Private Bag 6995, Wellington 6141

In respect of All Contracts up to \$200,000,000 other than in respect of Referral Contracts (as stated below) (Project Title)

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	

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 2025**

8.5, 8.9

The insured are (GST exclusive):

The limit of indemnity (GST exclusive)	\$ 100,000,000
Sub-limit insured for (GST exclusive)	
Vibration, removal, or weakening of support	\$ 100,000,000
Forest and Rural Fires Act 1977	\$ N/A
Underground services	\$ 100,000,000
Deductible (GST inclusive) is	\$500,000
Deductible for vibration, removal, or weakening of support (GST inclusive)	\$500,000
Deductible for underground services (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	Yes
The use of hired Plant	Yes
The ownership/use of watercraft over 20m	No
The ownership/use of aircraft	No
The use of explosives (but only where declared to and accepted by Insurers)	Yes

8.2, 8.7

Policy cover terms included are:

Reinstatement provision	Yes
Number of reinstatements	Unlimited but Nil for Products
Discretionary cancellation clause	Yes
Void <i>ab initio</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.

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.

Insurance Company
Stamp



Date 1 July 2024

(Or name of insurance broking company confirming cover)

A handwritten signature in blue ink that reads 'Emma Rush'.

SIGNED BY Emma Rush

SIGNATORY TITLE Client Executive, Marsh, Wellington

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