

**EIGHTH SCHEDULE****INFORMATION AS TO PUBLIC LIABILITY INSURANCE**

To: **NZ Transport Agency**  
Chews Lane, 50 Victoria Street  
Private Bag 6995, Wellington 6141

From: **Berkshire Hathaway / AIG / Chubb NZ** *(Name of Insurance Company)*

We confirm having effected public liability insurance for:

**All Contractors as required by Contract**  
*(The Contractor)*

**Waka Kotahi NZ Transport Agency**  
*(The Principal)*

In respect of **All Contracts up to \$200 million other than in respect of:**

- (i) **Contract where the original estimated Construction Period exceed 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**

*(Project title)*

	Annual policy		Yes
	Policy expiry date: 30 June 2023		
8.3.1	The limit of indemnity	\$100,000,000	(Plus GST)
	Sub limit insured for Forest and Rural Fires Act	N/A	(Plus GST)
	Sub limit insured for vibration, removal or weakening of support	\$100,000,000	(Plus GST)
	Sub limit insured for damage to Underground Services	\$100,000,000	(Plus GST)
	We advise that "additional" terms, copy attached, have been specifically applied to this project		Yes
	The policy covers liability arising out of:		
	The ownership / use of construction machinery not required to be registered for road use		Yes
	The use of hired plant		Yes
	The ownership / use of watercraft up to 20 m		Yes
	The ownership / use of aircraft		No
8.5.3, 8.8.4	Policy cover terms included are:		
	(a) Automatic reinstatements		Yes Unlimited, but Nil for Products
	(b) No cancellation for non-payment without prior notification		Yes
	(c) Severally insured		Yes
	(d) 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 3910:2003.

**Deductibles**

\$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)	Tunneling 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**

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

**Date:** 1 July 2022




**SIGNED BY**            Emma Rush

**SIGNATORY TITLE**    Principal, Marsh, Wellington

(Clause numbers refer to NZS 3910:2003 and are for information only)