

Schedule 15: Insurance

Part 1 – Required Insurances

Sub-part 1 – Design and Construction Phase

The policies to be taken out by the Contractor and maintained from Financial Close to the later of Full Works Completion or MLR Completion are as follows.

1. Contract Works Insurance (Material Damage)

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	<ol style="list-style-type: none"> 1. The Transport Agency; 2. Contractor; 3. Construction Sub-contractor and its sub-contractors of any tier; 4. Sub-contractor responsible for the delivery of the AMM Services; 5. Senior Lenders; 6. Subordinated Lenders; 7. Security Trustee; and 8. consultants - for their P2Wk Project Site activities only, each for their respective rights and interests in the Project.
Insured property	The permanent and temporary works (including scaffolding and formwork, consumable or reusable), materials, goods, plant and equipment for incorporation in the Project (other than constructional plant, tools, accommodation and equipment belonging to or the responsibility of the Construction Sub-contractor or the Construction Sub-contractor's sub-contractors) and all other property used or for use in connection with Works Provisioning associated with the Project.
Coverage	"All risks" of physical loss or damage to the insured property unless otherwise excluded.
Sum insured	At all times not less than the full reinstatement or replacement value of the insured property other than the Existing Property (as defined in the policy) owned by the Transport Agency and/or Auckland Transport (Principals Existing Property) based on the capital cost as nominated by the Contractor for the Project at Financial Close (less non-recurring costs), plus provision to include extensions as appropriate.
Maximum deductible ██████████	██████████ ██████████ ██████████ ██████████
Territorial limits	New Zealand, including off-site storage and during inland transit.
Period of Insurance	From the date of Financial Close to the later of Full Works Completion or MLR Completion plus a 24 months Defects Liability Period.

2. Contract Works Insurance (Advance Loss of Profits)

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	<ol style="list-style-type: none"> 1. Contractor; 2. Senior Lenders; 3. Security trustee; and 4. Subordinated Lenders, each for their respective rights and interests in the Project.
Indemnity	In respect of: <ol style="list-style-type: none"> 1. loss of anticipated revenue less any avoidable costs during the indemnity period arising from a delay in the Planned Service Commencement Date as a result of loss or damage covered under the Contractor’s Contract Works Insurance (Material Damage) Policy effected in accordance with Item 1 of this Part 1 of this Schedule 15, including physical loss or damage which would be indemnifiable but for the application of any deductible. For the avoidance of doubt AMM and SPV costs are not avoidable. 2. the economic additional expenditure necessarily and reasonably incurred for the purpose of avoiding or reducing the loss of revenue of the Contractor which without such expenditure would have taken place, during the indemnity period; and 3. the costs associated with collating and quantifying a contract works insurance (advance loss of profits) claim of any kind, being “professional fees and claims preparation costs”.
Sum insured	An amount sufficient to cover the sums the subject of the indemnity for the indemnity period.
Maximum deductible	<div style="background-color: black; width: 100%; height: 100%; min-height: 40px;"></div>
Indemnity Period	24 months from the Scheduled Date of Commencement of the Business (as that term is defined under the Contract Works Insurance (Advance Loss of Profits) Policy), being a date that is no earlier than 16 May 2022, as may be adjusted from time to time in accordance with the terms of that policy.
Period of Insurance	Financial Close to Road Opening Completion (excluding the Defects Liability Period).
Cover features, extensions and sub-limits	<div style="background-color: black; width: 100%; height: 100%; min-height: 150px;"></div>

INSURANCE ELEMENT	MINIMUM REQUIREMENT
	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Principal exclusions	<ol style="list-style-type: none"> 1. The exclusions under the Contractor’s Contract Works Insurance (Material Damage) Policy, other than for consequential financial losses. 2. Liquidated damages.

3. Contract Works Insurance (Public and Products Liability)

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	<ol style="list-style-type: none"> 1. Contractor; 2. Construction Sub-contractor and its sub-contractors of any tier; 3. Sub-contractor responsible for the delivery of the AMM Services; 4. Senior Lenders; 5. Subordinated Lenders; 6. Security Trustee; and 7. consultants - for their P2Wk Project Site activities only, each for their respective rights and interests in the Project.
Additional insured	The Transport Agency as principal to the Project Agreement.
Interest	<p>To indemnify the insured and additional insured in respect of all sums that they may become legally liable to pay to third parties (including claimant’s costs and expenses) as damages in respect of accidental:</p> <ol style="list-style-type: none"> (a) death, bodily injury or illness; (b) physical loss or damage to tangible property; or (c) false arrest, wrongful detention, false imprisonment, wrongful eviction, malicious prosecution, malicious humiliation, libel, slander, invasion of privacy, wrongful entry, wrongful prevention of access, assault or battery not committed by or at the direction of the insured unless committed for the purpose of preventing or eliminating danger to any person or property, or any of them, <p>happening during the period of insurance and arising out of or in connection with the Project.</p>
Limit of indemnity	<p>[REDACTED]</p>
Maximum deductible	<p>[REDACTED]</p>

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Territorial limits	New Zealand.
Jurisdiction	New Zealand.
Period of Insurance	As per the Contractor’s Contract Works Insurance (Material Damage) Policy.
Cover features, extensions and sub-limits	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Principal exclusions	<ol style="list-style-type: none"> 1. Liability for death, illness, disease or bodily injury sustained by employees of the insured. 2. Liability arising out of the use of any vehicle required to be registered under the Land Transport Act 1998. 3. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured. 4. Events more properly covered under a professional indemnity policy. 5. Liability arising from the ownership, possession or use of any aircraft or marine vessel, or from any product that is incorporated into the structure or control of any aircraft. 6. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence. 7. Losses indemnified under the Contractor’s Contract Works Insurance (Material Damage) Policy or the Contractor’s Contract Works Insurance (Advance Loss of Profits) Policy. 8. Sanctions clause. 9. Asbestos. 10. Wet Building. 11. Liability arising from the failure of any product or design of any product to fulfil its intended function unless due to any malfunction or defect in such product or its design.

4. D&C Professional Indemnity Insurance

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	1. Contractor; 2. Construction Sub-contractor; and 3. any named sub-consultant.
Coverage	Coverage to indemnify any Insured against civil liability the Insured incurs in respect of a Claim arising from the performance of professional services in respect of the Project.
Limit of Indemnity	[REDACTED]
Maximum deductible	[REDACTED]
Territorial limits	New Zealand
Jurisdictional limits	New Zealand
Retroactive Date	Unlimited
Period of insurance	To be maintained from Financial Close until the date that is six years after the later of Full Works Completion and MLR Completion.
Cover features, extensions and sub-limits	[REDACTED]
Exclusions	As per normal market expectations.

5. Motor Vehicle Insurance

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	Contractor.
Coverage	Third party property damage in respect of all vehicles used in connection with the Works Provisioning or Services.
Sum insured	████████████████████
Maximum deductible	████████████████████
Territorial limits	Anywhere in New Zealand.
Period of insurance	As per the Contractor's Contract Works Insurance (Material Damage) Policy, in each and every period that the Contractor is using any Motor Vehicles in connection with the Works Provisioning or Services.

Sub-part 2 – Services Phase



The policies to be taken out by the Contractor and maintained from Road Opening Completion for the remainder of the Contract Term are as follows:

6. Industrial Special Risks (Material Damage) Insurance

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	<ol style="list-style-type: none"> 1. Transport Agency; 2. Contractor; 3. Sub-contractor responsible for the delivery of the AMM Services; 4. Sub-contractor responsible for the delivery of the AMM Services' sub-contractors of any tier; 5. Senior Lenders; 6. Security Trustee; and 7. Subordinated Lenders, each for their respective rights and interests in the Project.
Insured property	The Project assets which are the property of the Contractor or for which the Contractor may be responsible including, but not limited to, the Project.
Coverage	<p>“All risks” of physical loss, destruction of or damage to the insured property from any cause not excluded, including machinery breakdown and computer breakdown in respect of appropriate equipment.</p> <p>This includes property:</p> <ul style="list-style-type: none"> • belonging to the insured; • for which the insured is responsible or has assumed responsibility to insure prior to damage occurring; and • in which the insured acquires an insurable interest during the period of insurance.
Sum insured	██████████
Maximum deductible ██████████	██████████ ██████████
Territorial limits	New Zealand.
Period of Insurance	From Road Opening Completion or as otherwise specified in the Agreement for the Contract Term and renewable on an annual basis unless agreed otherwise by the parties.
Cover features, extensions and sub-limits	██████████ ██████████ ██████████ ██████████ ██████████

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Principal exclusion	<ol style="list-style-type: none"> 1. The exclusions under the Contractor's Industrial Special Risks (Material Damage) insurance, other than for consequential financial losses. 2. Liquidated damages.

8. Public and Products Liability Insurance

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	Contractor
Additional insured	<ol style="list-style-type: none"> 1. Transport Agency (as principal under the Project Agreement); 2. the Major Sub-contractor responsible for the delivery of the AMM Services' sub-contractors; 3. Senior Lenders; 4. Security Trustee; and 5. Subordinated Lenders, <p>each for their vicarious liability caused by the negligence of the Contractor.</p>
Interest	<p>To indemnify the insured and additional insured in respect of all sums that they may become legally liable to pay to third parties (including the claimant's costs and expenses) as damages in respect of accidental:</p> <ol style="list-style-type: none"> 1. death, bodily injury or illness, including resultant economic loss; 2. physical loss, destruction or damage to real or personal property including resultant economic loss; or 3. false arrest, wrongful detention, false imprisonment, wrongful eviction, malicious prosecution, malicious humiliation, libel, slander, invasion of privacy, wrongful entry, wrongful prevention of access, assault or battery not committed by or at the direction of the insured unless committed for the purpose of preventing or eliminating danger to any person or property, or any of them, <p>happening during the period of insurance and arising out of or in connection with the Project and the provision of the AMM Services.</p>
Limit of indemnity	
Maximum deductible	
Territorial limits	New Zealand.
Jurisdiction	New Zealand
Period of Insurance	From Road Opening Completion or as otherwise specified in the Base Agreement for the Contract Term and renewable on an annual basis unless agreed otherwise.

INSURANCE ELEMENT	MINIMUM REQUIREMENT
<p>Cover features, extensions and sub-limits</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>Principal exclusions</p>	<ol style="list-style-type: none"> 1. Liability for death, illness, disease or bodily injury sustained by employees of the insured. 2. Liability arising from use of any vehicle required to be registered by Law. 3. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured. 4. Liability arising out of professional advice other than in respect of death or bodily injury to persons or damage to third party property. 5. Liability arising from the ownership, possession or use of any aircraft or marine vessel. 6. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence. 7. Liability assumed by agreement except to the extent that the liability would have applied notwithstanding that agreement. 8. Liability consequent upon damage to that part of any property which is being worked upon provided the damage is caused directly by that work. 9. Fines and Penalties. 10. Liability directly or indirectly caused by the existence or exposure to asbestos and/or asbestos containing materials. 11. War, invasion, act or foreign enemy etc. 12. Terrorism. 13. Standard market exclusions as agreed at time of placement of policy.

9. Motor Vehicle Insurance

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	Contractor.
Coverage	Third party property damage in respect of all vehicles used by the Contractor in connection with the Works Provisioning or Services.
Sum insured	████████████████████
Maximum deductible	████████████████████
Territorial limits	New Zealand.
Period of insurance	From Road Opening Completion for the Contract Term in each and every period that the Contractor is using any Motor Vehicles in connection with the Works Provisioning or Services.

10. Statutory Fines and Penalties Liability

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	<ol style="list-style-type: none"> 1. the Major Sub-contractor responsible for the delivery of the AMM Services; and 2. the Major Sub-contractor responsible for the delivery of the AMM Services' sub-contractors, each for their respective rights and interests in the Project.
Additional insured	Contractor for its vicarious liability caused by the act or omission of the Major Sub-contractor responsible for the delivery of the AMM Services or the Major Sub-contractor responsible for the delivery of the AMM Services' sub-contractors.
Interest	<p>To indemnify the insured and additional insured under any Act of Parliament (including any amendment, enactment, re enactment or replacement legislation or any code, rules, regulations under such Act) other than an excluded Act, where any liability arises in relation to:</p> <ol style="list-style-type: none"> 1. any fine payable by the insured upon the insured's conviction for an offence (excluding fines under the Health and Safety at Work Act 2015, but including reparations orders in connection with this Act); 2. defence legal costs incurred in the defence of prosecutions or threatened prosecutions for any offence; 3. defence legal costs incurred in the defence of a prosecution of the insured for any offence where it is alleged that the insured has knowingly, wilfully or intentionally taken an action or failed to take an action where the insured is subsequently acquitted by a Court; and 4. civil defence legal costs incurred by the insured in being represented at or in relation to: <ol style="list-style-type: none"> a. an inquiry into the cause; and/or b. an inquiry or settlement conference proceedings before a complaints review tribunal. <p>Policy extends to cover for breaches of the Resource Management Act 1991.</p>

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Limit of indemnity	[REDACTED]
Deductible	[REDACTED]
Retroactive Date	Execution Date of the Major Sub-contract for the delivery of the AMM Services.
Period of Insurance	From the date of Road Opening Completion for the term of the relevant Major Sub-contract (as may be replaced over the balance of the Contract Term).
Principal exclusions	<ol style="list-style-type: none"> 1. Arms Act 1983. 2. Aviation Crimes Act 1972. 3. Crimes Act 1961. 4. Criminal Proceeds (Recovery) Act 2009. 5. Summary Offences Act 1981. 6. The investigation of and defence of any action, proceeding, inquiry, investigation or prosecution taken against the Insured by the New Zealand Police. However this exclusion does not apply to the Sale and Supply of Alcohol Act 2012 nor to any action, proceeding, inquiry, investigation or prosecution pursuant to the Health and Safety in Employment Amendment Act 2012 or arising from a breach of that act. 7. Standard market exclusions as agreed at time of placement of policy.

11. Professional Indemnity Insurance

INSURANCE ELEMENT	MINIMUM REQUIREMENT
Insured	A policy covering the Major Sub-contractor responsible for the delivery of the AMM Services and its consultants for their respective rights and interests.
Coverage	Coverage against any civil liability arising from breach of professional duty arising under or in connection with the Project and this Agreement in relation to the Operating Term.
Limit of Indemnity	[REDACTED]
Deductible	[REDACTED]
Territorial limits	New Zealand
Jurisdiction	New Zealand
Retroactive Date	Execution Date of the Major Sub-contract for the delivery of the AMM Services.
Period of insurance	To be maintained from Road Opening Completion to six years after the end of the term of the relevant Major Sub-contract (as may be replaced

INSURANCE ELEMENT	MINIMUM REQUIREMENT
	over the balance of the Contract Term) renewed annually.
Cover features, extensions and sub-limits	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Exclusions	Standard market exclusions as agreed at time of placement of policy.

Part 2 - Endorsements

Parties should endeavour to obtain cover in accordance with the principles below where relevant to the specific insurance policy but excluding motor vehicle. If wordings consistent with the following principles are not in practice available, the parties should obtain the best terms reasonably available in the market at the time. The principles expressed below may be met by multiple endorsements.

Endorsement 1

Cancellation

- (a) The policy is not cancellable unless from non-payment of premium; and
- (b) 30 days prior written notice is to be provided to the Transport Agency and the Security Trustee by the insurer for such cancellations where the Transport Agency and the Security Trustee (as applicable) is an insured or an additional insured on the policy.

Endorsement 2

Multiple Insured/Non-Vitiation Clause

- (a) Each Insured is treated as if each has a separate policy. However, the total policy sum insured or limit will not be exceeded;
- (b) Innocent breach of non disclosure will not affect the policy;
- (c) Breach by one insured party will not affect another insured party; and
- (d) Insurers will not recover from the insured breaching the policy unless from fraudulent misrepresentation and/or fraudulent nondisclosure, breach of warranty or condition.

Endorsement 3

Communications

- (a) 30 days prior written notice to be provided to the Transport Agency and the Security Trustee by the insurer for proposed adverse change in the insurance terms (except at renewal), where the Transport Agency and the Security Trustee (as applicable) is an insured or an additional insured on the policy; and
- (b) Notification of loss by one insured party is understood to be from all insured parties.

Endorsement 4

Loss Payee (applicable only to the Physical Damage Policies)

All claims are to be paid into the Joint Insurance Account or as directed by the Contractor, the Transport Agency or the Security Trustee (as applicable).

Endorsement 5

Primary and Non-contributory Insurance

These policies are to be in priority to other insurance policies held by the insured parties.

Part 3 – Insurance Premium Setting

1. Establishment of Base Insurance Premium

1.1 Setting of Base Insurance Premium

No later than two months (nor earlier than four months) before Road Opening Completion, the Contractor shall:

- (a) obtain and provide copies to the Transport Agency of three independent quotes (or two such quotes if the Contractor is unable to obtain three such quotes by reason of capacity constraints in such markets at the relevant time, which quotes shall be inclusive of any brokerage and other fees payable and GST) from separate Reputable Insurers with respect to the premium cost for the Shared Operating Insurances for the first Insurance Year, under insurance policies with terms and conditions that comply with the requirements of this Agreement;
- (b) provide such documentation or information as the Transport Agency reasonably requires to confirm the Contractor's compliance with paragraph 1.1(a) in obtaining those quotations; and
- (c) notify the Transport Agency in writing of the Contractor's preferred quotation and insurance broker, and the reasons why.

1.2 Agreement on insurances

- (a) Within 10 Business Days after receiving the information given under paragraph 1.1, the Transport Agency shall advise the Contractor whether it agrees with the Contractor's preferred insurance package and, if not, the reasons why.
- (b) If the Transport Agency and the Contractor, each acting reasonably, do not reach agreement on the matters referred to in paragraph 1.2(a), either party may refer the matter to be determined under the Accelerated Dispute Resolution Procedures, and the insurance policies will be taken out with the insurer either agreed by the parties or determined under the Accelerated Dispute Resolution Procedures to be the most suitable.

1.3 Outcome

The premium cost for the Shared Operating Insurances agreed between the parties under paragraph 1.2(a) or determined under paragraph 1.2(b):

- (a) will establish the Base Insurance Premium, as defined in and for the purposes of Schedule 14 (Payment Mechanism); and
- (b) will establish the premium for the Shared Operating Insurances for the first Insurance Year.

2. Procurement of Shared Operating Insurances

2.1 Procurement of insurances

No later than two months (nor earlier than four months) before the start of each Insurance Year (excluding the first Insurance Year), the Contractor shall:

- (a) obtain and provide copies to the Transport Agency of three independent quotes (or two such quotes if the Contractor is unable to obtain three such quotes by reason of capacity constraints in such markets at the relevant time, which quotes shall be inclusive of any brokerage and other fees payable and GST) from separate Reputable Insurers with respect to the premium cost for the Shared Operating Insurances for the relevant Insurance Year, under insurance policies with terms and conditions that comply with the requirements of this Agreement;
- (b) provide a detailed written report, prepared in consultation with its insurance brokers, on the reasons for any substantial increases in insurance premiums (if applicable); and
- (c) notify the Transport Agency in writing of the Contractor's preferred quotation and insurance broker, and the reasons why.

2.2 Agreement on insurances

- (a) Within 10 Business Days after receiving the information given under paragraph 2.1, the Transport Agency shall advise the Contractor whether it agrees with the Contractor's preferred insurance package and, if not, the reasons why.
- (b) If the Transport Agency and the Contractor, each acting reasonably, do not reach agreement on the matters referred to in paragraph 2.2(a), either party may refer the matter to be determined under the Accelerated Dispute Resolution Procedures, and the insurance policies will be taken out with the insurer either agreed by the parties or determined under the Accelerated Dispute Resolution Procedures to be the most suitable.

2.3 Outcome

The premium cost for the Shared Operating Insurances agreed between the parties under paragraph 2.2(a) or determined under paragraph 2.2(b) will establish the premium for the Shared Operating Insurances for the relevant Insurance Year.

3. Shared Operating Insurances – premium risk sharing

The parties will share in the increased or reduced Shared Operating Insurances premia, in respect of each applicable Insurance Year, as set out in clause 4 (Insurance Payment) of Schedule 14 (Payment Mechanism).

4. Insurance rebate payment

If:

- (a) the Expiry Date does not coincide with an anniversary of the Service Commencement Date; or
- (b) the Actual Termination Date does not coincide with an anniversary of the Service Commencement Date,

the Contractor shall use its best endeavours to procure receipt of a rebate from the relevant insurance provider as a result of the early termination of the Shared Operating Insurances and shall, within five Business Days of receipt of any such rebate, refund the amount of that rebate to the Transport Agency.