

Lumley General Insurance (N.Z.) Limited
General Liability Insurance
Policy Schedule

Policy Number: 2102851 /2011

Insured: Electrinet Limited

Policy Wording: NZ GL 1103

Period of Insurance: From: 01-Jul-2011 - 4pm local time
 To: 01-Jul-2012 - 4pm local time

Territorial Limits: New Zealand

Jurisdictional Limits: New Zealand

Business of Insured: Electrical and telecommunications contractors, gas contracting.

Date of Proposal Form: 13-Jun-2011

Limit of Indemnity: \$10,000,000 any one Occurrence
 \$10,000,000 in the aggregate – Goods Products
The policy includes a number of sub-limited sections - please refer to the policy document.

Claims Excess: \$2,000 each and every claim
Different excess levels may apply to the various sub-sections of the policy or attached endorsements – please refer to the policy document.

Premium: As agreed

Signed on behalf of Lumley General Insurance (N.Z.) Ltd:

Signed _____

14 JUL 2011
 Date _____



Lumley General Insurance (N.Z.) Limited has an "A-" Financial Strength Rating given by Standard & Poor's (Australia) Pty. Ltd, which is an approved agency, on 7 November 2010.

The rating scale is:
 AAA Extremely Strong AA Very Strong A Strong BBB Good
 BB Marginal B Weak CCC Very Weak CC Extremely Weak
 R Regulatory Action NR Not Rated

Plus (+) or minus (-) signs following ratings from "AA" to "CCC" show relative standing within the major rating categories.

Endorsements.

Policy Number	Name of Insured
2102851 /2011	Electrinet Limited

Building Defects Exclusion.

Lumley shall not indemnify the Insured for any liability in respect of Personal Injury or Property Damage arising directly or indirectly out of:

1. The failure of any building or structure to meet or conform to the requirements of the New Zealand Building Code contained in the First Schedule of the Building Regulations 1992 or any applicable New Zealand Standard (or amended or substituted regulation of standard) in relation to leaks, water penetration, weatherproofing, moisture, or any effective water exit or control system;
2. Mould, fungi, mildew, rot, decay, gradual deterioration, micro-organisms, bacteria, protozoa or any similar or like forms, in any building or structure.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Business Advice or Service Exclusion.

It is agreed that the Automatic Coverage Clause Business Advice or Service is deleted.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Contract Works Exclusion.

Lumley shall not indemnify the Insured for any liability in respect of Property Damage to any Contract Works undertaken by the Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Hot Work away from own premises.

Definition.

Hot Work means:

Any work involving;

- (i) the application of heat, a naked flame or open heat source or work that produces sparks; or
- (ii) the use of gas, welding, arc welding, oxyacetylene welding equipment including cutting with such equipment; or
- (iii) cutting involving the use of rotary disc or grinding equipment; or
- (iv) soldering, brazing, use of heat guns.

Lumley shall not indemnify the Insured for any liability in respect of Personal Injury or Property Damage arising directly or indirectly in respect of Hot Work carried out away from the Insured's own premises unless the following precautions are complied with on each occasion:

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R Regulatory Action

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A Strong
CCC Very Weak

BBB Good
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- (a) The area of the Hot Work will be cleared of combustible material for a safe distance from or beneath the place where such Hot Work is being carried out. A safe distance will be not less than ten metres when Hot Work operations are being carried out. Where such precautions are impracticable such material will be covered with fireproof blankets or similar protective equipment. Combustible parts of premises will be similarly protected; and
- (b) hose reels or fire extinguishers of a type and capacity suitable for the combustible material and the premises will be kept adjacent to the area of work and available for immediate use; and
- (c) equipment will be lit or switched on for as short a time as possible before use and extinguished immediately after use; and
- (d) lighted or heated Hot Work equipment will not be left unattended; and
- (e) a thorough examination for any signs of combustion will be made within or below the area in which work has been undertaken immediately then an hour after the termination of each period of Hot Work; and
- (f) before applying heat to metal built into or projecting through walls, floors or ceilings an examination will be made to ensure that the other end of the metal is not in hazardous proximity to combustible material; and
- (g) Any specific site Hot Work permit is to be complied with in addition to precautions (a) – (f) above.

An excess of \$10,000 applies to each Occurrence under this Endorsement unless a different amount is shown in the schedule.

In all other respects this Policy remains unaltered other than as stated above.

Underground Services Amendment.

It is agreed that Automatic Coverage Clause 3.9, Underground Services is deleted and replaced by.

Lumley will indemnify the Insured in respect of Personal Injury or Property Damage in New Zealand arising from damage to existing underground services, cables, pipes or equipment.

Provided that:

- (a) prior to the commencement of any work the Insured enquired of the relevant authority, corporation or company as to the location of such services; and
- (b) the Insured took all reasonable precautions to prevent Personal Injury or Property Damage; and
- (c) any liability arising out of work carried out more than five metres below ground level is excluded; and
- (d) a sub-limit of \$250,000 during any one Period of Insurance shall apply; and
- (e) an Excess of \$5,000 shall apply.

It is further agreed that this sub-limit is included in and not in addition to the Limit of Indemnity in the Schedule.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated

**For and on behalf of
Lumley General Insurance (N.Z.) Limited**



Authorised Representative

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