

SCHEDULE 7

Insurance

Policies to be taken out by the Contractor and maintained during the Contract period:

1 Non-Marine Property Damage "All Risks" Insurance

Insureds

- 1 Contractor

Insured Property

Any non-marine property of whatsoever nature or description associated with the Contract, all real and personal property including computer records used for or in connection with the Contract.

Coverage

"All Risks" of physical loss, destruction or damage to the Insured Property from any cause not excluded.

Sum Insured

At all times an amount not less than the total reinstatement or replacement value of the Insured Property plus provision to include other Cover Features and Extensions as appropriate.

Territorial Limits

United Kingdom and Europe, plus elsewhere whilst in inland transit or as otherwise required under the Contract.

Period of Insurance

From the date of execution of this Contract and throughout the term of the Contract renewable on an annual basis unless agreed otherwise by the Parties.

Cover Features and Extensions

1. Not used.
2. Pollution and contamination to the Insured Property arising from an event which itself is not otherwise excluded. To include pollution or contamination resulting from accidental damage.
3. Automatic reinstatement of sum insured.
4. Capital additions clause.
5. Debris removal.
6. 72-hour weather clause.
7. Replacement/reinstatement basis of claims settlement with cash option for non-reinstatement.
8. Waiver of subrogation in favour of the Authority.

Principal Exclusions

1. War and related perils.
2. Nuclear/radioactive risks.
3. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Wear, tear and gradual deterioration.
5. Unexplained shortages.
6. Consequential financial losses.
7. Cyber risks exclusion.

Maximum Deductible Threshold

Not to exceed £50,000 in respect of each and every claim.

2 Non-Marine Third-Party Public and Products Liability Insurance

Insureds

- 1 Contractor
 - 2 All Sub-Contractors of any tier employed in connection with the Contract
- each for their respective rights and interests in the Contract.

Interest

Legal liability of the Insured to pay damages (including claimants' costs and expenses) in respect of:

1. death or bodily injury to or sickness, loss of sight, anguish or shock whether mental or otherwise, or illness or disease contracted by any person;
2. loss or damage to property;
3. interference to property or any easement, right of air, light, water or way of the enjoyment or use thereof by obstruction, trespass, loss of amenities, nuisance.

happening during the period of insurance and arising out of or in connection with the Contract.

Limit of Indemnity

Not less than £50,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £50,000,000 any one occurrence and in the annual aggregate in respect of pollution and products liability plus provision to include other Cover Features and Extensions as appropriate.

Territorial Limits

Worldwide excluding USA, Canada and Australia, other than in respect of non-manual visits.

Jurisdiction

Worldwide, subject to USA, Canada and Australian conditions.

Period of Insurance

From the date of execution of this Contract or as otherwise specified in the Contract and throughout the term of the Contract renewable on an annual basis unless otherwise agreed between the Parties.

Cover Features and Extensions

1. Contingent motor liability.
2. Health & safety at work act(s) clause.
3. Data protection legislation clause.
4. Cross liability clause.
5. Indemnity to principal's clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Contractor is legally liable.

Principal Exclusions

1. Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
2. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
3. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
4. Liability in respect of loss or damage to property in the care, custody and control of the Insured but this exclusion is not to apply to all property belonging to the Authority which is in the care, custody and control of another Insured party.
5. Liability arising out of technical or professional advice (given for a fee) other than in respect of death or bodily injury to persons or damage to third party property.
6. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
7. Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.
8. Nuclear/radioactive risks.
9. War and related perils.
10. Cyber risks exclusion.

Maximum Deductible Threshold

Not to exceed £50,000 each occurrence or series of occurrences arising out of any one event.

3 Protection and Indemnity Insurance

Insureds

- 1 Contractor
- 2 Authority as General Co Assured – Non Charterer

Insured Property

Any vessels and/or craft used for or in connection with the Contract for which the Insured may be responsible.

Interest

Legal liability of the Insured (including claimants' costs and expenses) in respect of:

1. death or bodily injury to or sickness of any person;
2. loss or damage to property;
3. removal of wreck;
4. pollution

arising out of the ownership or operation of vessels and/or craft used for or in connection with the Contract happening during the period of insurance plus provision to include other Cover Features and Extensions as appropriate.

Limit of Indemnity

Not less than (in respect of any one occurrence, the number of occurrences being unlimited);

1. USD 500 Million - general
2. USD 100 Million – oil pollution
3. USD 14,000,000 – tank cleaning (specialist operation (vessel specific)) and where such cover has been agreed by insurers in writing upon such terms as insurers may require.
4. USD 4,000,000 – contractual liability (vessel specific) and where such cover has been agreed by insurers in writing upon such terms as insurers may require.
5. USD 15,000,000 – specialist operations (vessel specific) and where such cover has been agreed by insurers in writing upon such terms as insurers may require.

or such other amount or amounts as are available from clubs that are members of the international group of protection and indemnity clubs.

Territorial Limits

United Kingdom inland and territorial waters and voyages between, extended to cover all waters outside territorial limits necessary within the scope of the Contract but no wider than Institute Trading Warranties.

Period of Insurance

From the date of execution of this Contract and throughout the term of the Contract renewable on an annual basis unless otherwise agreed between the Parties.

Cover Features and Extensions

1. International ocean towage agreement (TOWCON) in un-amended form so as not to increase the liability of the insured vessel. Not United Kingdom towage conditions.
2. Contractual liability (vessel specific) and where such cover has been agreed by insurers in writing upon such terms as insurers may require.
3. Liability to persons being carried on board insured vessels.
4. Specialist operations (vessel specific) and where such cover has been agreed by insurers in writing upon such terms as insurers may require.
5. Balance 3/4ths collision liability included.

Principal Exclusions

1. Nuclear/radioactive risks.

Maximum Deductible Threshold

Not to exceed £25,000 each accident.

4 Marine Property Damage “All Risks” Insurance

Insureds

- 1 Contractor
- 2 Authority

each for their respective rights and interests in the Contract.

Insured Property

Any marine property of whatsoever nature or description associated with and used for or in connection with the Contract.

Coverage

“All Risks” of physical loss, destruction or damage to the Insured Property from any cause not excluded.

Sum Insured

At all times an amount not less than the total reinstatement or replacement value of the Insured Property plus provision to include other Cover Features and Extensions as appropriate.

Territorial Limits

United Kingdom and Europe or as otherwise required by the Contract.

Period of Insurance

From the date of execution of this Contract throughout the term of the Contract renewable on an annual basis unless otherwise agreed between the Parties.

Cover Features and Extensions

1. War risks whilst waterborne

2. Collision liability, removal of wrecks salvage whilst waterborne
3. Automatic reinstatement of sum insured
4. Replacement/reinstatement basis of claims settlement with cash option for non-reinstatement.
5. Waiver of subrogation rights against the Authority.

Principal Exclusions

1. Nuclear/radioactive risks.
2. Wear, tear and gradual deterioration.
3. Chemical, biological, bio-chemical, electro-magnetic weapons and cyber-attack exclusion.

Maximum Deductible Threshold

Not to exceed £50,000 in respect of each and every claim.

5 Navigational Marks and Moorings Insurance

Insureds

- 1 Contractor
- 2 Authority

each for their respective rights and interests in the Contract.

Insured Property

Any navigational marks, buoys, moorings or other similar marine property associated with and used for or in connection with the Contract.

Coverage

"All Risks" of physical loss, destruction or damage to the Insured Property from any cause not excluded.

Sum Insured

At all times an amount not less than the total repair or replacement value of the Insured Property plus provision to include other Cover Features and Extensions as appropriate.

Territorial Limits

United Kingdom and Europe or as otherwise required by the Contract.

Period of Insurance

From the date of execution of this Contract throughout the term of the Contract renewable on an annual basis unless otherwise agreed between the Parties.

Cover Features and Extensions

1. Not used.

2. War risks whilst waterborne
3. Collision liability removal of wreck salvage whilst waterborne
4. Automatic reinstatement of sum insured
5. Costs of locating and replacing including temporary replacement
6. Replacement/reinstatement basis of claims settlement with cash option for non-reinstatement
7. Waiver of subrogation rights against the Authority

Principal Exclusions

1. War and related perils other than for waterborne property.
2. Nuclear/radioactive risks.
3. Wear, tear and gradual deterioration.
4. Chemical, biological, bio-chemical, electro-magnetic weapons and cyber-attack exclusion.

Maximum Deductible Threshold

Not to exceed 10% of value in respect of each and every claim, minimum £1,000 (escalated periodically as appropriate).

6 Marine Third Party Liability Insurance

Insureds

- 1 Contractor
- 2 All Sub-Contractors of any tier employed in connection with the Contract

each for their respective rights and interests in the Contract.

Interest

Legal liability of the Insured to pay damages (including claimants' costs and expenses) in respect of:

1. death or bodily injury to or sickness, loss of sight, anguish or shock whether mental or otherwise, or illness or disease contracted by any person;
2. loss or damage to property;

happening during the period of insurance and arising out of or in connection with the Contract.

Limit of Indemnity

Not less than £50,000,000 in respect of any one occurrence or series of occurrences arising out of one event, the number of occurrences being unlimited in any annual policy period plus provision to include other Cover Features and Extensions as appropriate.

Territorial Limits

Worldwide, excluding North America/Canada and Australia.

Jurisdiction

Worldwide, subject to USA, Canada and Australian conditions.

Period of Insurance

From the date of execution of this Contract throughout the term of the Contract renewable on an annual basis unless otherwise agreed between the Parties.

Cover Features and Extensions

1. Full contractual liability
2. Third party property in care, custody and control of an Insured
3. Professional liability arising out delivery of Contract services (but excluding design authority) subject to a Limit of Indemnity of £5,000,000 any one occurrence or series of occurrences arising out of one event and in the annual aggregate.
4. Cross liability clause
5. Waiver of subrogation rights against the Authority
6. Indemnity to principal's clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Contractor is legally liable.

Principal Exclusions

1. Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
2. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
3. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
4. Liability arising from seepage and pollution unless caused by a sudden unintended, unexpected and accidental occurrence.
5. Nuclear/radioactive risks.
6. War and related perils.
7. Chemical, biological, bio-chemical, electro-magnetic weapons and cyber-attack exclusion.

Maximum Deductible Threshold

Not to exceed £50,000 each occurrence or series of occurrences arising out of any one event.

7. Professional Indemnity Insurance

Insured

Contractor

Interest

To indemnify the insured in respect of all sums which the insured shall become legally liable to pay (including claimants' costs and expenses) as a result of any claim or claims first made against the insured during the period of insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of professional services, advice, design specification in connection with this Contract.

Limit of indemnity

Not less than £15,000,000 in respect of any one claim and in the aggregate per annum.

Territorial limits

As determined by the requirements of this Contract.

Period of insurance

From the date of execution of this Contract throughout the term of the Contract renewable on an annual basis unless otherwise agreed between the Parties and a period of 6 years following the Expiry Date or the Termination Date whichever occurs earlier.

Cover features and extensions

Retroactive cover from the date of this Contract or retroactive date to be no later than the date of this Contract.

Principal exclusions

1. War and related perils.
2. Nuclear/radioactive risks.
3. Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
4. Liability arising out of the use of mechanically propelled vehicles which required to be compulsorily insured by legislation in respect of such vehicles.
5. Liability in respect of predetermined penalties or liquidated damages imposed under this Contract.
6. Cyber liability.

Maximum deductible threshold

Not to exceed £500,000 in respect of each and every claim.

8. Compulsory Insurances (including Employers Liability Insurance and Motor Vehicle Third Party Liability Insurance)

1. The Contractor is required to meet United Kingdom statutory insurance obligations in full. Insurances required to comply with all statutory requirements relating to the Contract including, but not limited to, United Kingdom employers' liability and motor third party liability insurances.
2. Compulsory insurances shall contain an indemnity to principals clause or additional insured equivalent.