

SCHEDULE 17 REQUIRED INSURANCE

Policies of insurance the Contractor shall take out and maintain or procure the taking out and maintenance of at all times during the period that this Contract is in effect.

1 Third Party Liability Insurance

1.1 **Insured**
Contractor

1.2 **Interest**
To indemnify the insured in respect of all sums which the insured shall become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental:

1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person;

1.2.2 physical loss of or damage to tangible property; happening during the period of insurance (in paragraph 1.5 below) and arising out of or in connection with this Contract.

1.3 **Limit of indemnity**
Not less than fifty million pounds (£50,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but fifty million pounds (£50,000,000) any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured under the policy).

1.4 **Territorial limits**
United Kingdom (and Gibraltar as required).

1.5 **Period of insurance**
From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

1.6 **Cover features and extensions**

1.6.1 Indemnity to principals clause or otherwise to include the Authority as an additional insured equivalent.

1.6.2 Legal defence costs.

1.6.3 Health and Safety at Work Act(s) clause.

1.6.4 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act.

1.7 **Principal exclusions**

1.7.1 War and related perils.

1.7.2 Nuclear and radioactive risks.

1.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.

- 1.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
 - 1.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured.
 - 1.7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
 - 1.7.7 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 1.8 **Maximum deductible threshold**
Not to exceed *[maximum deductible threshold to be proposed by the Tenderer at ITN at Enclosure 8]*.

2 Professional Indemnity Insurance

- 2.1 **Insured**
Contractor
- 2.2 **Interest**
To indemnify the insured for all sums which the insured shall become legally liable to pay as a result of any claim or claims first made against the Insured during the period of insurance (in paragraph 2.5 below) by reason of any act, error and/or omission in connection with the provision of advice, design, specification and any professional services in connection with this Contract.
- 2.3 **Limit of indemnity**
Not less than two million pounds (£2,000,000) in respect of any one claim and in the annual aggregate.
- 2.4 **Territorial limits**
United Kingdom.
- 2.5 **Period of insurance**
From the date of the Contract for the duration of the Contract renewable on an annual basis unless agreed otherwise by the parties and a period of three (3) years following the expiry or termination of the Contract whichever occurs earlier.
- 2.6 **Cover features and extensions**
 - 2.6.1 Loss of documents and computer records extension.
 - 2.6.2 In respect of any claims made policy wording a retroactive cover from the date of the Contract or retroactive date no later than the date of the Contract.
 - 2.6.3 Legal defence costs.
- 2.7 **Principal exclusions**
 - 2.7.1 War and related perils.
 - 2.7.2 Nuclear/radioactive risks.

- 2.7.3 Insolvency of the Insured.
 - 2.7.4 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
- 2.8 **Maximum deductible threshold**
Not to exceed *[maximum deductible threshold to be proposed by Tenderer at ITN at Enclosure 8]*.

3 United Kingdom and compulsory insurances

- 3.1 The Contractor is required to meet its United Kingdom and all other statutory or insurances required by law in full. Insurances are required to comply with all statutory requirements including, but to limited to, United Kingdom employers' liability insurance and motor third party liability insurance.
- 3.2 Employers liability insurance
 - 3.2.1 The limit of indemnity for the employers' liability insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual period of insurance.
 - 3.2.2 The employers' liability insurance shall contain an indemnity to principals clause arising from the acts or omissions or the performance by the Contractor of the services under this Contract.
- 3.3 Motor vehicle insurance
 - 3.3.1 The limit of indemnity for motor vehicle third party liability insurance shall be any one occurrence the number of occurrences being unlimited in any annual period of insurance.

Without prejudice to the Contractor's other obligations under this Contract, the Contractor shall, in accordance with clause 43 (Insurance), take out and maintain for the Contract Period the minimum insurance levels as identified in this Schedule 17.