SCHEDULE 7 – INSURANCE

1. THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1.1 Insured

Service Provider

1.2 Interest

To indemnify the Insured (named in paragraph 1.1 above) in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

- (a) death or bodily injury (including mental anguish and shock) to or sickness, illness or disease contracted by any person;
- (b) loss of or damage to property; and
- (c) interference to property or any easement, right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance or loss of amenities,

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 ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period and in respect of products and pollution liability, not less than ten million pounds (£10,000,000) in any one occurrence and in the aggregate per annum.

1.4 **Territorial limits**

United Kingdom

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 between the Parties.

1.6 **Cover features and extensions**

- (a) Indemnity to principals clause (or additional insureds equivalent)
- (b) Indemnity to include legal liability arising out of false imprisonment and wrongful arrest
- (c) Cross liability clause
- (d) Legal defence costs
- (e) Health and Safety at Work etc Act 1974
- (f) Data Protection Laws

1.7 **Principal exclusions**

- (a) War and related perils
- (b) Nuclear and radioactive risks
- (c) Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment

- (d) Liability arising out of the use of mechanically-propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles
- (e) Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured
- (f) 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
- (g) Liability arising from the ownership, possession or use of any aircraft or marine vessel
- (h) Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence

1.8 Maximum deductible threshold

1.9 **1. QBE UK Ltd £10,000,000 cover with £25,000 deductible**

1.10 2. CNA Insurance Co Ltd (excess layer) £15,000,000 cover in excess of £10,000,000

2. UNITED KINGDOM COMPULSORY INSURANCES

The Service Provider is required to meet its United Kingdom and any other relevant statutory insurance obligations in full, including employer's liability insurance and motor third party liability insurance. Insurances are required to comply with all statutory requirements (save where a more onerous provision is required in this Schedule 7 (Insurance)).