

Joint Schedule 3 (Insurance Requirements)

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Lot 1 - Supply Installation Commissioning Decommissioning and Disposals of Fume Cabinets

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework StartDate in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.3 Where required in the Annex to this Schedule and/or the Additional Insurances the Supplier shall ensure that the policy(ies) contains an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Where any Required Insurance requires payment of a premium, the Supplier shall be liable for such premium.

2.2 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3. What happens if you aren't insured

3.1 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

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4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Call-Off Contract Effective Date and within 15 Working Days after the renewal of each of the Insurances (should any of the Required Insurances fall due for renewal during the period of the Call-Off Contract), provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule and Annex. Receipt of such evidence by the Buyer shall not in itself constitute acceptance by the Buyer or relieve the Supplier of its liabilities and obligations under this Contract.

5. Making sure you are insured to the required amount

- 5.1 Where the minimum limit of indemnity required in relation to any of the Required Insurances is specified as being "in the aggregate" and there is a claim or claims which do not relate to this Contract are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Contract.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in

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excess of [REDACTED] relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.

- 7.3 Where any Insurance referred to in this Schedule and Annex is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

1.1

ANNEX: REQUIRED INSURANCES

1. Third Party Public and Products Liability Insurance

- 1.1 Insured

Supplier

- 1.2 Interest

To indemnify the Insured 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:

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

1.2.2 loss of or damage to property

happening during the Period of Insurance and arising out of or in connection with the Contract

- 1.3 Limit of Indemnity

Not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited, but [REDACTED] any one occurrence but in the aggregate per annum in respect of products and pollution liability (to the extent covered by the policy).

Increased to not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited, but [REDACTED] any one occurrence but in the aggregate per annum in respect of products and pollution liability (to the extent covered by the policy) where specifically required by the Buyer in relation to Belfast port authority.

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1.4 Period of Insurance

From the Call-off Contract Effective Date for the duration of the Contract and renewable on an annual basis unless agreed otherwise

1.5 Principal Cover Features and Extensions

1.5.1 Indemnity to principals clause (or equivalent)

1.5.2 Legal defence costs

1.6 Principal Exclusions

1.6.1 War and related perils

1.6.2 Nuclear and radioactive risks

1.6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment

1.6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles

1.6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured

1.6.6 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

1.6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel

1.6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence

1.7 Maximum Deductible

Not to exceed [REDACTED] in respect of each and every third party property damage claim (personal injury claims to be paid in full)