



Ministry
of Defence



RPAS/00002 – FLEXIBLE TACTICAL UNCREWED AIR SYSTEM (FTUAS)

**SCHEDULE P – CONTRACTOR REQUIRED
INSURANCES**

OFFICIAL SENSITIVE COMMERCIAL

OFFICIAL-SENSITIVE COMMERCIAL

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Schedule P (Required Insurances)

1 Third Party Liability Insurance

1.1 Insured

Contractor

1.2 Interest

Other than in respect of any claims or losses for which the Authority will indemnify under the Contract, to indemnify the Insured (as set out in paragraph 1.1 above) in respect of all sums that the Insured (as set out in paragraph 1.1 above) may become legally liable (whether under contract, tort or otherwise) to pay as damages (including claimants' costs and expenses) in respect of accidental:

- (a) death or bodily injury to, or sickness, or illness or disease contracted by any person
- (b) loss of or damage to property

happening during the period of insurance (as set out in paragraph 1.5 below) 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, or series of occurrences arising out of one event, the number of occurrences being unlimited in any annual policy period, but [REDACTED] in the aggregate per annum in respect of products liability (to the extent insured by the relevant policy) and pollution liability (to the extent insured by the relevant policy).

1.4 Territorial limits

As determined by the requirements of the Contract.

1.5 Period of insurance

From the date of the Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise with the Authority.

1.6 Cover features and extensions

- 1.6.1 Indemnity to principals clause or additional insured equivalent under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury and/or third party property damage for which the Contractor is legally liable, under the Contract.

1.7 Principal exclusions

- 1.7.1 War and related perils exclusion.

- 1.7.2 Nuclear and/or radioactive risks exclusion.

- 1.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in Paragraph 1.1 above) 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 the Contract.
- 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 pollution and contamination unless caused by a sudden, unintended, unexpected and accidental occurrence.
- 1.7.8 Cyber liability exclusion.

1.8 Maximum deductible threshold

Not to exceed [REDACTED] each occurrence in respect of loss of or damage to third party property.

2. Professional Indemnity Insurance

2.1 Insured

Contractor

2.2 Interest

To indemnify the Insured (in paragraph 2.1 above) for all sums which the Insured (in paragraph 2.1 above) shall become legally liable to pay (including claimants' costs and expenses) as a result of any claim or claims first made against the Insured (in paragraph 2.1 above) during the Period of insurance by reason of any act, error and/or omission arising from or in connection with the provisions of professional services in relation to the Contract.

2.3 Limit of indemnity

Not less than [REDACTED] in respect each and every claim and in the annual aggregate.

2.4 Territorial limits

As determined by the requirements of the Contract.

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 of the Contract or termination of the Contract whichever occurs earlier.

2.6 Cover features and extensions

2.6.1 In respect of any claims made policy wording, retroactive cover from the date of the Contract.

2.7 Principal exclusions

2.7.1 War and related perils

2.7.2 Nuclear/radioactive risks

2.7.3 Insolvency of the Insured (in paragraph 2.1 above)

2.7.4 Bodily injury, sickness, disease or death sustained by any employee of the Insured (in paragraph 2.1 above)

2.8 Maximum deductible threshold

Not to exceed [REDACTED] each and every claim.

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

3.1 The Contractor is required to meet United Kingdom and other relevant territory 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.

3.2 As appropriate the Employers Liability Insurance shall extend to include any relevant offshore work in connection with the Contract.

3.3 Compulsory insurances shall contain an indemnity to principals clause or additional insured equivalent.