

SCHEDULE 21

Insurances

1 THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1.1 Insured

Service Provider

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:

- (a) death or bodily injury to or sickness, illness or disease contracted by any person;
- (b) 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 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. Where the limit of indemnity is provided in the annual aggregate, Clause 1.5 will apply.

1.4 Period of insurance

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

1.5 Cover features and extensions

- (a) Indemnity to principals clause (or equivalent).
- (b) Legal defence costs.
- (c) Motor traders extension/service indemnity repair extension. Inner limit not less than *[limit to be to be agreed with the Service Provider]* respect of each and every occurrence and in the annual aggregate.

1.6 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 during 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

1.7 **Maximum deductible threshold**

Not to exceed *[Maximum Deductible threshold to be agreed with the Service Provider]* in respect of each and every third party property damage claim (personal injury claims to be paid in full)

2 **PROPERTY DAMAGE "ALL RISKS" INSURANCE**

2.1 **Insureds**

- (a) Service Provider.
- (b) Authority

each for their separate interests.

2.2 **Insured property**

All GFA and Issued Property and any other Authority property passing into the care, custody and control of the Service Provider to deliver the Services.

2.3 **Basis of coverage**

"All Risks" of physical loss or damage to the insured property from any cause not excluded.

2.4 **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.

2.5 **Period of insurance**

From the date of the Contract for the duration of the Contract (to the extent that there is relevant Insured Property) and renewable on an annual basis unless agreed otherwise.

2.6 Cover features and extensions

- (a) Terrorism.
- (b) Automatic reinstatement of sum insured.
- (c) Capital additions clause.
- (d) Seventy two (72) hour clause.
- (e) European Union local authorities clause.
- (f) Professional fees.
- (g) Debris removal.
- (h) Repair/reinstatement basis of claims settlement with cash option for non-reinstatement.
- (i) Plans and documents.
- (j) Temporary off-site storage.
- (k) Authority co-insured status with attendant non vitiation, waiver of subrogation and notice of cancellation clause.

2.7 Principal exclusions

- (a) War and related perils.
- (b) Nuclear/radioactive risks.
- (c) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (d) Wear, tear and gradual deterioration, latent defect, defective design, materials and workmanship but not excluding consequential damage resulting therefrom.
- (e) Consequential financial losses.
- (f) Cyber risks.

2.8 Maximum deductible threshold

Not to exceed [*Maximum Deductible threshold to be agreed with the Service Provider*] each and every claim.

3 GOODS IN TRANSIT INSURANCE

3.1 Insureds

Service Provider

3.2 Insured property

All property and interest of every description for all transits by road or air within the United Kingdom that are in the care, custody or control or are otherwise the responsibility of the Service Provider in connection with the Contract.

3.3 Coverage

Primary property damage perils in respect of physical loss or damage to the insured property unless otherwise excluded.

3.4 Limit of Indemnity

Not less than the replacement value in respect of any one transit / conveyance unless specified by the Authority.

3.5 Periods of Insurance

From the date of the Contract on an "open" cover basis, and specifically from the commencement of the relevant transits until the delivery to the site including loading and unloading.

3.6 Maximum deductible threshold

Not to exceed [*Maximum Deductible threshold to be agreed with the Service Provider*] each and every claim.

4 PROFESSIONAL INDEMNITY INSURANCE

4.1 Insureds

Service Provider.

4.2 Interest

To indemnify the Insured for all sums which the insured may become legally liable to pay (including claimant's 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 act, error and/or omission arising from or in connection with professional services, advice, design and specification in relation to this Contract.

4.3 Limit of indemnity

Not less than two million pounds (£2,000,000) in respect of any one claim, and in the annual aggregate during the period of insurance.

4.4 Period of insurance

From the date of this Contract for the duration of this 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 this Contract whichever occurs earlier.

4.5 Cover features and extensions

- (a) Loss of documents and computer records extension.
- (b) Retroactive cover from the date of this Contract or retroactive date no later than the date of this Contract in respect of any policy provided on a claims made form of policy wording.

4.6 Principal exclusions

- (a) War and related perils.
- (b) Nuclear/radioactive risks.

4.7 Maximum deductible threshold

Not to exceed [*Maximum Deductible threshold to be agreed with the Service Provider*] each and every claim.

5 COMPULSORY INSURANCES (EMPLOYERS LIABILITY INSURANCE AND MOTOR VEHICLE INSURANCE)

5.1 The Service Provider is required to meet its United Kingdom and all other statutory or insurances required by law. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.

5.2 Employers liability insurance

- (a) 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.

5.3 Motor vehicle insurance

- (a) "Comprehensive" cover in respect of loss, damage or destruction to Authority owned vehicles in the care custody and control of the Service Provider (unless such cover is provided under the goods in transit insurance or property damage "all risks" insurance).

- (b) 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.
- (c) Motor trade risks insurance covering any motor vehicle including any motor vehicle attached thereto for the purpose of being towed to the property of the insured or in his custody or control and/or for which the insured is legally responsible while being used for testing, demonstration, collection or delivery or for any other purpose in connection with the insured's business while such vehicle is on the road or is temporarily garaged during the course of a journey elsewhere than in or on any premises owned by or in the occupation of the insured. Excluding vehicles used for the carriage of goods or passengers for hire or reward.