SCHEDULE K

Insurances

**Policies of insurance to be taken out and maintained by the Supplier and / or for the Supplier to procure the taking out and maintenance of for the Task.**

1. THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE
	1. Insureds
		1. Supplier Group
	2. Interest
		1. 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:
2. death or bodily injury to or sickness, illness or disease contracted by any person.
3. loss of or damage to property happening during the period of insurance (as set out in Paragraph 1.4 below) and arising out of or in connection with the Agreement.
	1. Limit of indemnity
		1. Not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).
	2. Period of insurance
		1. From the start date of the Task and for the duration of the Task and renewable on an annual basis if the Task exceeds twelve (12) months in duration) unless agreed otherwise.
	3. Cover features and extensions
		1. Indemnity to principals clause (or equivalent)
		2. Legal defence costs
		3. Cross liability clause.
		4. Contingent motor liability.
	4. Principal exclusions
		1. War and related perils
		2. Nuclear and radioactive risks
		3. Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment
		4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles
		5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured
		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
		7. Liability in respect of loss or damage to property in the care, custody and control of the insured but this exclusion is not to apply to premises and their contents belonging to the Authority.
		8. Liability arising from the ownership, possession or use of any aircraft or marine vessel
		9. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
	5. Maximum deductible
		1. Not to exceed five hundred thousand pounds (£500,000) in respect of each and every third party property damage claim (personal injury claims to be paid in full)
4. **PROFESSIONAL INDEMNITY INSURANCE**
	1. Insureds
		1. The Supplier Group
	2. Interest
		1. To indemnify the insured for all sums which the insured shall become legally liable to pay (including claimants‟ costs and expenses) as a result of claims first made against the insured during the period of insurance (as set out in Paragraph 2.5 below) by reason of any negligent act, error and/or omission arising from or in connection with the provision of professional services of the Task.
	3. Limit of indemnity
		1. Not less than one million pounds (£1,000,000) for the Task (whichever is the higher) in respect of any one claim and in the aggregate per annum.
	4. Territorial limits
		1. Worldwide
	5. Period of insurance
		1. From the start date of the Task and for the duration of the Task and renewable on an annual basis (if the Task exceeds twelve (12) months) unless agreed otherwise by the Authority and for a period of three (3) years thereafter.
	6. Cover features and extensions
		1. Retroactive cover to apply to any claims made policy wording in respect of this Agreement or retroactive date to be no later than the start date of the Task.
	7. Principal exclusions
		1. War and related perils
		2. Nuclear and radioactive risks
	8. Maximum deductible threshold
		1. Not to exceed five hundred thousand pounds (£500,000) for each and every claim.
5. INSURANCES REQUIRED BY APPLICABLE LAW
	1. The Supplier is required to meet its United Kingdom and all other statutory or insurances required by law worldwide in full. 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.