Ministry of Defence

Contract Number: 701478374

PROJECT SOCIETAS

SCHEDULE 2.4

INSURANCE REQUIREMENTS

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1. Third Party Public and Products Liability Insurance

1.1. Insured:

Contractor.

1.2. Interest:

To indemnify the Insured (in paragraph 1.1 above) in respect of all sums that the Insured (in paragraph 1.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental:

1.2.1. death or bodily injury, illness or disease contracted by any person;

1.2.2. loss or damage to property;

happening during the Period of insurance (in paragraph 1.6 below) and arising out of or in connection with the Contract.

1.3. Limit of indemnity:

Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured under the policy).

1.4. Maximum deductible threshold:

Not to exceed, [*to be determined between the parties*] for each and every claim.

1.5. Territorial limits:

United Kingdom and elsewhere in the world in respect of non-manual visits.

1.6. Period of insurance:

From the Effective Date of Contract for the duration of the Contract renewable on an annual basis unless agreed otherwise by the parties.

1.7. Cover features and extensions:

1.7.1. Legal defence costs;

1.7.2. Indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Contractor is legally liable;

1.7.3. Data Protection legislation clause.

1.8. Principal exclusions:

1.8.1. War and related perils;

1.8.2. Nuclear/radioactive risks;

1.8.3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured (in paragraph 1.1 above) arising out of the course of their employment;

1.8.4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily Insured (in paragraph 1.1 above) by legislation in respect of such vehicles;

1.8.5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured (in paragraph 1.1 above);

1.8.6. Events more properly covered under a professional indemnity insurance policy;

1.8.7. Liability arising from the ownership, possession or use of any aircraft or marine vessels;

1.8.8. Liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

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 £10,000,000 in respect each and every claim and in the annual aggregate.

2.4. Maximum deductible threshold:

Not to exceed [*to be determined between the parties*] each and every claim.

2.5. Territorial limits:

United Kingdom.

2.6. 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 six (6) years following the expiry of the Contract or termination of the Contract whichever occurs earlier.

2.7. Cover features and extensions:

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

2.8. Principal exclusions:

2.8.1. War and related perils;

2.8.2. Nuclear/radioactive risks;

2.8.3. Insolvency of the Insured (in paragraph 2.1 above);

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

3. Policies to be taken out as required by United Kingdom law

3.1. Limit of indemnity:

3.1.1. Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, Employer's Liability Insurance and Motor Third Party Liability Insurance;

3.1.2. The Limit of Indemnity for the Employer's Liability Insurance shall not be less than £10,000,000 any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual period of insurance or such greater amount as is required by the applicable law for the duration of the Contract or such greater period as is required by law;

3.1.3. The insurance shall be maintained from the Effective Date of Contract throughout the period of the Contract.