



Highways England Company Limited

Scope

Insurance

Annex 03

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1 INSURANCE TABLE	
1.1 Property "All Risks" Insurance	
1.1.1.	<p>Insured</p> <ul style="list-style-type: none"> • <i>Contractor</i>
1.1.2.	<p>Insured property and sum insured</p> <p>Any Plant and Materials and / or Equipment. The sum insured to represent the reinstatement or replacement cost of the relevant insured property.</p>
1.1.3.	<p>Basis of cover</p> <p>"All Risks" of physical loss, damage or destruction to the Insured property (as set out in paragraph 1.1.2 above) unless otherwise excluded.</p>
1.1.4.	<p>Territorial limits</p> <p>United Kingdom including offsite storage and during inland transit.</p>
1.1.5.	<p>Period of insurance</p> <p>The <i>Contractor</i> maintains the insurance from the <i>starting date</i> until the end of the Service Period or a termination certificate has been issued.</p>
1.1.6.	<p>Cover features and extensions</p> <ul style="list-style-type: none"> • Automatic reinstatement of sum insured clause • Loss minimisation • Temporary repairs
1.1.7.	<p>Principal exclusions</p> <ul style="list-style-type: none"> • War and related perils, • Nuclear/radioactive risks, • Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds, • Wear, tear and gradual deterioration, • Consequential financial losses.

1.2 Third Party Public and Products Liability Insurance	
1.2.1	<p>Insured</p> <ul style="list-style-type: none"> • <i>Contractor</i>
1.2.2	<p>Interest</p> <p>To indemnify the Insured (as set out in paragraph 1.2.1 above) in respect of all sums that the Insured (as set out in paragraph 1.2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental</p> <ul style="list-style-type: none"> • death or bodily injury, illness or disease contracted by any person; • loss or damage to property; • interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities; <p>happening during the Period of insurance (as set out in paragraph 1.2.4 below) and arising out of or in connection with the <i>Services</i> and the contract.</p>
1.2.3	<p>Territorial limits</p> <p>United Kingdom and elsewhere in the world in respect of non-manual visits.</p>
1.2.4	<p>Period of insurance</p> <p>The <i>Contractor</i> maintains the insurance from the <i>starting date</i> until the Completion of the whole of the <i>Services</i> or termination of the contract whichever occurs earlier.</p>
1.2.5	<p>Cover features and extensions</p> <ul style="list-style-type: none"> • Legal defence costs in addition to the limit of indemnity, • Contingent motor vehicle liability, • Health & Safety at Work Act(s) clause, • Data protection legislation clause, • Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007, • Indemnity to principals clause.

1.2.6	<p>Principal exclusions</p> <ul style="list-style-type: none">• War and related perils,• Nuclear/radioactive risks,• Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.2.1 above) arising out of the course of their employment,• Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles,• Liability in respect of predetermined penalties or liquidated damages imposed under the contract,• Liability arising from the ownership, possession or use of any aircraft or marine vessels,• Liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence,
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1.3 Policies to be taken out as required by United Kingdom law	
1.3.1	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, employers' liability insurance and motor third party liability insurance.
1.3.2	The limit of indemnity for the employers' liability insurance shall not be less than ten million pounds (£10,000,000) any one occurrence, the number of occurrences being unlimited during 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.
1.3.3	The statutory insurances to contain an indemnity to principals clause in respect of claims made against the <i>Client</i> arising out of the performance of the <i>Contractor</i> of his duties under the contract.
1.3.4	The insurance shall be maintained from the date of the contract throughout the period of the contract.