

Required Insurances

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

1. Third Party Public and Products Liability Insurance

1.1 Insured

Contractor

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:

1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person

1.2.2 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 [ten million pounds (£10,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but [ten million pounds (£10,000,000) any one occurrence and in the aggregate per annum in respect of products and pollution liability.

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

1.5.1 Indemnity to principals clause (or equivalent)

1.5.2 Legal defence costs

1.5.3 Where applicable, airside liability insurance in respect of relevant risks associated with the Contract.

1.5.4 Motor traders extension/service indemnity repair extension. Inner limit not less than £10,000,000 (ten million pounds) in respect of each and every occurrence and in the annual aggregate.

1.6 **Principal Exclusions**

- 1.6.1 War and related perils
- 1.6.2 Nuclear and radioactive risks
- 1.6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment
- 1.6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles
- 1.6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured
- 1.6.6 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
- 1.6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel
- 1.6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence

1.7 **Maximum Deductible**

Not to exceed £500 (five hundred pounds) 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**

2.1.1 Contractor.

2.1.2 Authority

each for their separate interests.

2.2 **Insured property**

2.2.1 All Surplus Assets, goods and items in connection with the Contract for which the Contractor is responsible.

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 commencement of the Service Period 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**

2.6.1 Not used.

2.6.2 Automatic reinstatement of sum insured.

2.6.3 Capital additions clause.

2.6.4 Seventy two (72) hour clause.

2.6.5 European Union local authorities clause.

2.6.6 Professional fees

2.6.7 Debris removal.

2.6.8 Repair/reinstatement basis of claims settlement with cash option for non-reinstatement.

2.6.9 Plans and documents.

2.6.10 Temporary off-site storage.

2.6.11 Authority co-insured status with attendant non vitiation, waiver of subrogation and notice of cancellation clause

2.7 **Principal exclusions**

2.7.1 War and related perils.

2.7.2 Nuclear/radioactive risks.

2.7.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

2.7.4 Wear, tear and gradual deterioration, latent defect, defective design, materials and workmanship but not excluding consequential damage resulting therefrom.

2.7.5 Consequential financial losses.

2.7.6 Cyber risks.

2.8 Maximum deductible threshold

Not to exceed £1,000 (one thousand pounds) each and every claim.

3. Goods in Transit Insurance (United Kingdom transits)

3.1 Insureds

Contractor

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 Contractor 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 £1,000 (one thousand pounds) each and every claim.

4. Cargo Insurance (for transits terminating outside of the United Kingdom)

4.1 Insured Property

Any property, equipment or other cargos including specie, cash and others that are in the care, custody or control or are otherwise the responsibility of the Contractor in connection with the Contract.

4.2 Interest

All risks of physical loss or damage to any such cargo including third party liabilities as a result thereof.

4.3 Coverage

London Institute Cargo Clauses (A) including Institute War and Strikes Clauses or their equivalent

4.4 Limit of Indemnity

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

4.5 Territorial Limits

Worldwide subject to any applicable standard London Institute Trading Warranties or their equivalent.

4.6 Period 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

4.7 Maximum deductible threshold

Not to exceed £1,000 (one thousand) each and every claim.

5. Compulsory insurances (employers liability insurance and motor vehicle insurance)

5.1 The Contractor 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.

5.2 Employers liability insurance

5.2.1 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

5.3.1 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.

5.3.2 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.

5.3.3 Where relevant, motor third party airside liability insurance with a limit of indemnity of not less than fifty million pounds (£50,000,000) in respect of any one occurrence the number of occurrences being unlimited in any annual period of insurance in respect of any relevant claims associated with the Contract.