



Ministry of
JUSTICE

OFFICIAL SENSITIVE

Contract for the Provision of Learning and Skills at HMP & YOI Parc

SCHEDULE 17 – INSURANCES



Contract for the Provision of Learning and Skills at HMP & YOI Parc

The insurances in this Schedule shall be maintained by the Contractor (or the Contractor shall procure the maintenance of the insurances in this Schedule) in accordance with clause G1 of the Contract.

1. **THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**

1.1 **Insured**

The Contractor

1.2 **Interest**

To indemnify the insured in respect of all sums which the insured shall become legally liable to pay, (including claimant's costs and expenses) as damages 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 (in paragraph 1.5 below) and arising out of or in connection with the provision of the Services and in connection with the Contract.

1.3 **Limit of indemnity**

Not less than [REDACTED] pounds ([REDACTED]) in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but in the annual aggregate in respect of pollution and products liability.

1.4 **Territorial limits**

United Kingdom

1.5 **Period of insurance**

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

1.6 **Cover features and extensions**

- (a) Indemnity to principal's clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage, and for which the Contractor is legally liable in the provision of the services under this Contract.
- (b) Cross liability clause.
- (c) Contingent motor liability.
- (d) Legal defence costs.
- (e) Health and Safety at Work Act(s) clause.
- (f) Data Protection Act clause.
- (g) Defence, appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act.



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1.7 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 arising out of 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.

2. PROFESSIONAL INDEMNITY INSURANCE

2.1 Insured

Contractor

2.2 Interest

To indemnify the insured for all sums which the insured shall 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 required in paragraph 2.5 (Period of Insurance) below by reason of any act, error and/or omission arising from or in connection with the Contract and the provision of the Services.

2.3 Limit of indemnity

Not less than [REDACTED] pounds ([REDACTED]) in respect of any one claim, and in the annual aggregate during the period of insurance.

2.4 Territorial limits

United Kingdom.

2.5 Period of insurance

From the date of this Contract for the duration of the Contract and a period of 3 years following the expiry or termination of the Contract whichever occurs earlier.

2.6 Cover features & extensions

- (a) Loss of documents and computer records extension; and



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- (b) In respect of any claims made policy wording retroactive cover from the date of this Contract or retroactive date no later than the date of this Contract;

2.7 Principal exclusions

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

3. UNITED KINGDOM COMPULSORY INSURANCES

- 3.1 The Contractor is required to meet its United Kingdom statutory insurance obligations in full. Insurances are required to comply with all legislation during the period of the Contract including employers' liability insurance and motor third party liability insurance.
- 3.2 The limit of indemnity for the employers' liability insurance being any one occurrence inclusive of costs, the number of occurrences being unlimited during the annual period of insurance.
- 3.3 Employers' liability insurance to contain an indemnity to principal's clause in respect of claims made against the Authority arising out of the performance of the Contractor of his duties under this Contract.
- 3.4 All insurances required by legislation shall be maintained throughout the period of the Contract.



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Appendix 1: Insurance Requirements

Class of insurance per Schedule 17 (Insurances)	Insurer(s) identity (including any excess layer insurers)
Third Party Public & Products Liability Insurance	
Professional Indemnity Insurance	
United Kingdom compulsory insurances: Employers Liability Insurance	
Motor Vehicle Third Party Liability Insurance	