

**National Highways Limited**

**Scope**

**Insurance**

**Annex 03**

**CONTENTS AMENDMENT SHEET**

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| **Amend. No.** | **Revision No.** | **Amendments** | **Initials** | **Date** |
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| INSURANCE TABLE |
| Professional Indemnity Insurance  |
|  | Insured* *Consultant*
 |
|  | InterestTo indemnify the Insured (as set out in paragraph 1.1.1 above) 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 (as set out in paragraph 1.1.4 below) by reason of any act, error or omission arising from or in connection with professional services, advice, design and or specification relevant to the *service* or the contract. |
|  | Territorial limitsUnited Kingdom |
|  | Period of insuranceThe *Consultant* maintains this insurance from the *starting date* until six (6) years following Completion of the whole of the s*ervice* or termination of the contract whichever occurs earlier. |
|  | Cover features and extensions* loss of documents and computer records extension,
* legal liability assumed under contract, duty of care agreements and collateral warranties and
* retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a claim made form of policy wording.
 |
|  | Principal exclusions* war related perils,
* nuclear/radioactive risks,
* insolvency of the Insured and
* liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
 |
| Third Party Public and Products Liability Insurance  |
|  | Insured* *Consultant*
 |
|  | InterestTo indemnify the Insured (as set out in paragraph 1.2.1 above) in respect of all sums that the Insured may become legally liable to pay whether contractually or otherwise (including claimant’s costs and expenses) as damages in respect of accidental* death or bodily injury, illness or disease contracted by any person,
* loss or damage to property and
* 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

happening during the period of insurance (as set out in paragraph 1.2.4 below) and arising out of or in connection with the s*ervice* and the contract. |
|  | Territorial limitsUnited Kingdom and elsewhere in the world in respect of non-manual visits. |
|  | Period of insurance The *Consultant* maintains the insurance from the *starting date* until the Completion of the whole of the *service* or termination of the contract whichever occurs earlier. |
|  | Cover features and extensions* 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 and
* indemnity to principals clause.
 |
|  | Principal exclusions* 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,
* events more properly covered under the Professional Indemnity Insurance policy.
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| Policies to be taken out as required by United Kingdom law  |
|  | Parties to the contract are required to meet their statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, employers’ liability insurance and motor third party liability insurance. |
|  | The limit of indemnity for the employers’ liability insurance is 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. |
|  | The statutory insurances to contain an indemnity to principals clause in respect of claims made against the *Client* arising out of the performance of the *Consultant* of its duties under the contract. |
|  | The insurance is to be maintained from the date of the contract came in to existence throughout the period of the contract. |