

**OFFICIAL-SENSITIVE (COMMERCIAL)**

**SCHEDULE 2.5**

**INSURANCE REQUIREMENTS**

## **Insurance Requirements**

### **1 OBLIGATION TO MAINTAIN INSURANCES**

- 1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity and liability obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are:
  - (a) of good financial standing;
  - (b) appropriately regulated;
  - (c) regulated by the applicable regulatory body and is in good standing with that regulator; and
  - (d) except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.
- 1.4 The Insurances shall be in such a form that is consistent with this Agreement as the Authority, acting reasonably, shall agree (such agreement not to be unreasonably withheld or delayed).
- 1.5 The Supplier shall ensure that the public and products liability policy shall contain an 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 this Agreement and for which the Supplier is legally liable.

### **2 GENERAL OBLIGATIONS**

Without limiting the other provisions of this Agreement, the Supplier shall:

- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent supplier acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- (b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

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- (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3 FAILURE TO INSURE**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **4 EVIDENCE OF INSURANCES**

The Supplier shall upon the Effective Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.

### **5 CANCELLATION**

- 5.1 Subject to Paragraph 6.2, the Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 5.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

### **6 INSURANCE CLAIMS, PREMIUMS AND DEDUCTIBLES**

- 6.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 6.2 The Supplier shall maintain a register of all claims under the Insurances in connection with this Agreement and shall allow the Authority to review such register at any time.
- 6.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

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- 6.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.
- 6.5 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- (a) if a claim or claims which do not relate to this Agreement are notified to the Supplier which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall submit to the Authority immediately full details of the Insurances concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified;
  - (b) if and to the extent that the level of cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers of the Insurances, the Supplier shall ensure that the cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; and
  - (c) if the Supplier is or has reason to believe that it will be unable to ensure that cover is reinstated to maintain at all times the minimum limit of indemnity specified it shall submit to the Authority immediately full details of the Insurances concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified.

**ANNEX 1: REQUIRED INSURANCES**

**PART A: INSURANCE CLAIM NOTIFICATION**

Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of [REDACTED] pounds sterling ([REDACTED]) relating to or arising out of the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

**PART B: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**

**1 Insured**

The Supplier

**2 Interest**

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay (whether contractually or otherwise) as damages, including claimant's costs and expenses, in respect of accidental:

- (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
- (b) loss of or damage to physical property; and
- (c) interference to property or any easement, right of air, light, water or away or the enjoyment or use thereof by obstruction, trespass, loss of amenities or nuisance,

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

**3 Limit of indemnity**

Not less than [REDACTED] poundsterling ([REDACTED]) in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but [REDACTED] pounds sterling ([REDACTED]) in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

**4 Territorial limits**

Worldwide as required by this Agreement.

**5 Period of insurance**

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority.

**6 Cover features and extensions**

- 6.1 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 this Agreement and for which the Supplier is legally liable.
- 6.2 Legal defence costs.
- 6.3 Costs in addition to the limit.
- 6.4 Personal injury to include false imprisonment, wrongful arrest and eviction.
- 6.5 Health and Safety at Work Act(s) clause.
- 6.6 Data protection legislation clause.
- 6.7 Either by way of policy extension or a separate policy, airside third party liability insurance including legal liability for damage to aircraft (only required to be in force in respect of Services conducted airside). Not less than combined single limit for bodily injury/property damage of [REDACTED] pounds sterling ([REDACTED]) any one (1) occurrence, the number of occurrences being unlimited in any annual policy period.

**7 Principal exclusions**

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability in respect of loss or damage to property in the care, custody and control of the Insured but this exclusion is not to apply to all property belonging to the Authority which is in the care, custody and control of the Insured.
- 7.7 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.
- 7.8 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.9 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

**8 Maximum deductible threshold**

Not to exceed [Note to bidders: To be determined as part of the tender. See DEFFORM 47 insurance response table] for each and every third party property damage claim (personal injury claims to be paid in full).

PART C: PROFESSIONAL INDEMNITY INSURANCE

**1 Insured**

The Supplier.

**2 Interest**

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay (whether contractually or otherwise) as damages, including claimant's costs and expenses, as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising out of or in connection with the provision of professional advice and/or services in connection with this Agreement.

**3 Limit of indemnity**

Not less than [REDACTED] pounds sterling ([REDACTED]) in respect of any one (1) claim and in the aggregate per annum.

**4 Territorial limits**

Worldwide as required by this Agreement.

**5 Period of insurance**

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing and a period of three (3) years following the earlier of the expiry or termination of this Agreement.

**6 Cover features and extensions**

6.1 In respect of any claims made policy wording, full retroactive cover or retroactive date to be no later than the date of this Agreement.

**7 Principal exclusions**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

**8 Maximum deductible threshold**

Not to exceed [Note to bidders: To be determined as part of the tender. See DEFFORM 47 insurance response table] each and every claim.



**PART D: UNITED KINGDOM COMPULSORY INSURANCES AND MOTOR INSURANCES**

**1 United Kingdom Compulsory Insurances**

The Supplier shall meet its insurance obligations under applicable Law in full, including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.

**2 Employers' Liability Insurance**

- 2.1 The limit of indemnity for the employers' liability insurance shall not be less than [REDACTED] pounds sterling ([REDACTED]) (or such other limit as may be required by Law from time to time) for any one (1) occurrence inclusive of costs, the number of occurrences being unlimited in any annual policy period.
- 2.2 Where the insurance cover allows, the employer's liability insurance shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from an incurred legal liability of the Supplier of the Services under this Agreement.

**3 Motor Third Party Liability Insurance, Airside Motor Third Party Liability Insurance and Motor Vehicle Damage Insurance**

- 3.1 The limit of indemnity for the motor third party liability insurance shall not be less than unlimited in respect of death/injury, [REDACTED] pounds sterling ([REDACTED]) in respect of third party property damage by commercial vehicles and [REDACTED] pounds sterling ([REDACTED]) in respect of third party property damage by cars (or such other limit as may be required by Law from time to time) for any one (1) occurrence, the number of occurrences being unlimited in any annual policy period. Where the insurance cover allows, the third party motor vehicle liability insurance shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from an incurred legal liability of the Supplier of the Services under this Agreement.
- 3.2 Airside motor third party liability insurance (only required to be in force in respect of any vehicles operated airside). To indemnify the Supplier in respect of all sums that the Supplier above shall become legally liable to pay as damages (including claimants costs and expenses) in respect of any accident, injury, loss or liability, due to the presence of a Supplier's vehicle or Authority vehicle operated by the Supplier in any premises or area to which any aircraft has access; any accident, loss or damage to any aircraft or any liability or injury arising from such damage; any consequential loss in connection with any aircraft, airport or airfield operation arising from the presence of the Supplier's vehicle or Authority vehicle operated by the Supplier in any area to which any aircraft has access. Not less than [REDACTED] pounds sterling ([REDACTED]) any one (1) occurrence, the number of occurrences being unlimited in any annual policy period.
- 3.3 In respect of motor vehicle damage insurance Comprehensive insurance in respect of loss, damage, destruction or theft of Authority vehicles being driven or in the care, custody and control of the Supplier in respect of this Agreement.