

SCHEDULE L: INSURANCES

SCHEDULE L

INSURANCES

PART 1 – INSURANCES REQUIRED BY AN APPROVED TASKING ORDER

An Approved Tasking Order Form - Part A, shall specify the policies of insurance to be taken out and maintained by the Contractor for an Approved Tasking Order and / or the Contractor's obligations to procure the taking out and maintenance by any of its sub-contractors for the Approved Tasking Order.

1. PROPERTY DAMAGE "ALL RISKS" INSURANCE

1.1 Insured

1.1.1 Contractor; and

1.1.2 Authority;

each for their respective rights and interests in the relevant Approved Tasking Order.

1.2 Insured property

Any property of whatsoever nature or description, including GFA, which is the subject matter of an Approved Tasking Order and which is the property of the insured or for which the insured may be responsible including property for which the insured has an obligation to insure under an Approved Tasking Order

1.3 Basis of coverage

"All risks" of physical loss or damage to the insured property from any cause not excluded.

1.4 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.

1.5 Period of insurance

From the start date of an Approved Tasking Order and for the duration of that Approved Tasking Order (to the extent that there is relevant insured property) and renewable on an annual basis if the relevant Approved Tasking Order exceeds (12) twelve months in duration) unless agreed otherwise.

1.6 Cover features and extensions

1.6.1 Terrorism (restricted to United Kingdom - excluding Northern Ireland).

1.6.2 Capital additions clause.

1.6.3 Professional fees.

1.6.4 Debris removal.

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- 1.6.5 Plans and documents.
- 1.6.6 Authority co-insured status with attendant non vitiation, waiver of subrogation and notice of cancellation clause.
- 1.7 **Principal exclusions**
- 1.7.1 War and related perils.
- 1.7.2 Nuclear/radioactive risks.
- 1.7.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 1.7.4 Wear, tear and gradual deterioration, latent defect, defective design, materials and workmanship but not excluding consequential damage resulting therefrom.
- 1.7.5 Consequential financial losses.
- 1.8 **Maximum deductible threshold**
- Not to exceed [REDACTED] each and every claim.
2. **NON-MARINE AND-NON AVIATION THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**
- 2.1 **Insureds**
- Contractor.
- 2.2 **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:
- 2.2.1 death or bodily injury to or sickness, illness or disease contracted by any person; or
- 2.2.2 loss of or damage to property;
- happening during the period of insurance (as set out in Paragraph 2.4 below) and arising out of or in connection with a relevant Approved Tasking Order.
- 2.3 **Limit of indemnity**
- Not less than [REDACTED] or the amount set out in the Approved Tasking Order a for the task (whichever is the higher) in respect of any one occurrence, the number of occurrences being unlimited, but any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).
- 2.4 **Period of insurance**
- From the start date of an Approved Tasking Order and for the duration of that Approved Tasking Order and renewable on an annual basis if the relevant Approved Tasking Order exceeds (12) twelve months in duration) unless agreed otherwise.
- 2.5 **Cover features and extensions**

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- 2.5.1 Indemnity to principals clause (or equivalent).
 - 2.5.2 Legal defence costs.
 - 2.5.3 Cross liability clause.
 - 2.5.4 Contingent motor liability.
- 2.6 **Principal exclusions**
- 2.6.1 War and related perils.
 - 2.6.2 Nuclear and radioactive risks.
 - 2.6.3 liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
 - 2.6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
 - 2.6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
 - 2.6.6 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.
 - 2.6.7 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 premises and their contents belonging to the Authority.
 - 2.6.8 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
 - 2.6.9 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 2.7 **Maximum deductible**
- Not to exceed [REDACTED] in respect of each and every third party claim and [REDACTED] annual aggregate deductible.
3. **AVIATION THIRD PARTY LIABILITY INSURANCE**
- 3.1 **Insured**
- Contractor.
- 3.2 **Interest**
- To indemnify the insured's legal liability arising out of:
- 3.2.1 death, or bodily injury, illness, disease contracted by any person; or
 - 3.2.2 loss of or damage to property
- happening during the period of insurance (as set out in Paragraph 3.5 below) and arising out of or in connection with the agreement excluding legal liability in respect of non-aviation liability

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coverage specified in non-marine and non-aviation third party public and products liability insurance of this Schedule L (*Insurances*).

3.3 Limit of indemnity

Not less than a combined single limit for bodily injury and property damage, [REDACTED] or the amount set out in the Approved Tasking Order a for the task (whichever is the higher) any one occurrence the number of occurrences being unlimited but any one occurrence and in the aggregate per annum in respect of products liability (to the extent insured by the relevant policy).

3.4 Territorial limits

Worldwide.

3.5 Period of insurance

From the start date of an Approved Tasking Order and for the duration of that Approved Tasking Order and renewable on an annual basis if the relevant Approved Tasking Order exceeds (12) twelve months in duration) unless agreed otherwise.

3.6 Cover features and extensions

3.6.1 Supplementary payments clause (AVN76).

3.6.2 Third Party owned aircraft in the care, custody and control of the Contractor.

3.6.3 Personal Injury Extension AVN60A.

3.6.4 Contracts (Rights of Third Parties) Act 1999 Exclusion clause AVN 72.

3.7 Principal exclusions

3.7.1 Asbestos Exclusion Clause 2488AGM00003.

3.7.2 Date Recognition Exclusion Clause AVN 2000A.

3.7.3 Nuclear Risks Exclusion Clause AVN 38B.

3.7.4 Noise and Pollution and Other Perils Exclusion Clause AVN 46B.

3.7.5 War, hijacking and other perils exclusion clause (AVN48B).

3.8 Maximum deductible threshold

Not to exceed [REDACTED] each and every claim.

4. MARINE THIRD PARTY LIABILITY INSURANCE

4.1 Interest

Legal liability of the insured to pay damages (including claimants' costs and expenses) in respect of:

4.1.1 Death or bodily injury to or sickness, illness or disease contracted by any person; or

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4.1.2 loss of or damage to property;

happening during the period of insurance (as set out in Paragraph 4.4 below) and arising out of or in connection with the relevant Approved Tasking Order and provision of marine services excluding legal liability in respect of non-aviation liability coverage specified in non-marine and non-aviation third party public and products liability insurance of this Schedule L (*Insurances*).

4.2 Limit of indemnity

Not less than [REDACTED] or the amount set out in the Approved Tasking Order a for the task (whichever is the higher) in respect of any one occurrence or series of occurrences arising out of one event, the number of occurrences being unlimited but any one occurrence and in the aggregate per annum in respect of pollution liability.

4.3 Territorial limits

Worldwide.

4.4 Period of insurance

From the start date of an Approved Tasking Order and for the duration of that Approved Tasking Order and renewable on an annual basis if the relevant Approved Tasking Order exceeds (12) twelve months in duration) unless agreed otherwise.

4.5 Maximum deductible threshold

Not to exceed [REDACTED] each and every claim.

5. PROFESSIONAL INDEMNITY INSURANCE

5.1 Insured

Contractor.

5.2 Interest

To indemnify the insured for all sums which the insured shall become legally liable to pay (including claimants costs and expenses) as a result of claims first made against the insured during the period of insurance (as set out in Paragraph 5.5 below) by reason of any negligent act, error and/or omission arising from or in connection with the provision of professional services pursuant to the Approved Tasking Order.

5.3 Limit of indemnity

Not less than [REDACTED] or the amount set out in the Approved Tasking Order a for the task (whichever is the higher) in respect of any one claim and in the aggregate per annum.

5.4 Territorial limits

Worldwide.

5.5 Period of insurance

From the start date of an Approved Tasking Order and for the duration of that Approved Tasking Order and renewable on an annual basis (if the relevant Approved Tasking Order exceeds (12) twelve months) unless agreed otherwise by the Authority and for a period of three (3) years thereafter.

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5.6 **Cover features and extensions**

Retroactive cover to apply to any claims made policy wording in respect of the relevant Approved Tasking Order or retroactive date to be no later than the start date of the relevant Approved Tasking Order.

5.7 **Principal exclusions**

5.7.1 War and related perils.

5.7.2 Nuclear and radioactive risks.

5.8 **Maximum deductible threshold**

Not to exceed [REDACTED] each and every claim.

PART 2 - INSURANCES REQUIRED BY APPLICABLE LAWS

6. 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 including motor airside third party liability insurance with a limit of indemnity of not less than [REDACTED] any one occurrence where the relevant risk attaches to the Approved Tasking Order.