SCHEDULE 2.5

INSURANCE REQUIREMENTS

VERSION CONTROL

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APPENDIX 1 – REQUIRED INSURANCES

SCHEDULE 2.5 – INSURANCE REQUIREMENTS

1. PURPOSE

This Schedule sets out TTL's insurance requirements for the purpose of this Agreement.

2. OBLIGATION TO MAINTAIN INSURANCES

2.1 Without prejudice to its obligations to TTL under this Agreement, including its indemnity 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 set out in Appendix 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.

2.2 The Insurances shall be maintained for the durations specified in this Schedule 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.

2.3 The Insurances shall be taken out and maintained with insurers who are:

2.3.1 of good financial standing;

2.3.2 appropriately regulated; and

2.3.3 except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.

2.4 If any Insurances are provided by an Affiliate of the Supplier, then unless TTL approves otherwise in writing the Supplier shall provide to TTL on the Effective Date (or inception of the relevant Insurances if later) and thereafter within ten (10) Working Days of written request from TTL evidence of good financial standing of the relevant Affiliate of the Supplier in a form satisfactory to TTL. If TTL is not satisfied that such evidence demonstrates the financial standing of the relevant Affiliate of the Supplier to provide such Insurance, TTL shall be entitled to require the Supplier to obtain such Insurance on commercial terms from an insurer of good repute in the international insurance market. In the absence of a Financial Distress Event, TTL shall not make any such request more than once each Contract Year.

2.5 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which TTL shall be indemnified in respect of claims made against TTL in respect of death or bodily injury or third party property damage arising out of or in connection with the performance of this Agreement and for which the Supplier is legally liable.

3. GENERAL OBLIGATIONS

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

3.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the performance of this Agreement 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;

3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

3.1.3 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.

4. FAILURE TO INSURE

4.1 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 or to cancel, rescind or suspend any of the Insurances.

4.2 If the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, TTL may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and TTL shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. 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 TTL, that the Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by TTL shall not in itself constitute acceptance by TTL or relieve the Supplier of any of its liabilities and obligations under this Agreement.

6. AGGREGATE LIMIT OF INDEMNITY

6.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

6.1.1 if a claim or claims which do not relate to this Agreement are notified to the insurers 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 immediately submit to TTL its proposed solution for maintaining the minimum limit of indemnity specified; and

6.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Supplier shall:

(a) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or

(b) if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to TTL full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified (which may involve the Supplier undertaking to self-insure its liabilities).

7. CANCELLATION

7.1 Subject to paragraph 7.2, the Supplier shall notify TTL in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7.2 Without prejudice to the Supplier's obligations under paragraph 5, paragraph 7.1 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.

8. INSURANCE CLAIMS

8.1 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 TTL receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with TTL and assist TTL in dealing with such claims at the Supplier's own expense including without limitation providing information and documentation in a timely manner.

8.2 Except where TTL is the claimant party, the Supplier shall give TTL notice within twenty (20) Working Days after any insurance claim in excess of one hundred thousand pounds sterling (£100,000) relating to or arising out of the performance of this Agreement on any of the Insurances and (if required by TTL) full details of the incident giving rise to the claim.

8.3 If any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

8.4 If 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 TTL any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

APPENDIX 1 – REQUIRED INSURANCES

PART A: 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 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 property,

happening during the period of insurance (as specified in paragraph 5 of this Part A) and arising out of or in connection with the performance of this Agreement.

3. Limit of indemnity

Not less than ten million pounds sterling (£10,000,000) per incident and twenty million pounds sterling (£20,000,000) in the aggregate per annum.

4. Territorial limits

None

5. Period of insurance

From the Effective Date throughout the Term.

6. Cover features and extensions

Indemnity to principals clause.

Any care, custody and control exclusion shall not apply to property belonging to TTL or TfL or for which TTL or TfL is responsible and which is within the Insured's care, custody and control.

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 during 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 arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7. Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. Maximum deductible threshold

Not to exceed twenty thousand pounds sterling (£20,000) for each and every claim.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. Insured

The Supplier.

2. Interest

To indemnify the Insured for property damage and / or bodily injury or death by reason of any negligent act, error and/or omission arising from or in connection with the performance of this Agreement.

3. Limit of indemnity

Not less than ten million pounds sterling (£10,000,000) in respect of any one claim and in the aggregate per annum, for the duration of this Agreement and for six (6) years after the expiry or termination of the Agreement exclusive of defence costs which are payable in addition.

4. Territorial Limits

None

5. Period of insurance

From the Effective Date throughout the Term and for a period of six (6) years thereafter.

6. Cover features and extensions

Retroactive cover to apply to any claims made policy wording in respect of this Agreement or retroactive date to be no later than the Effective Date.

7. Principal exclusions

7.1. War and related perils.

7.2. Nuclear and radioactive risks.

8. Maximum deductible threshold

Not to exceed twenty thousand pounds sterling (£20,000) for each and every claim.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under applicable Law in full, including UK employer's liability insurance with an indemnity limit of not less than five million pounds sterling (£5,000,000) per incident, or more as prescribed as the minimum statutory amount required, and motor third party liability insurance.