

Area 4 Interim

Interim Design Services Contract (DSC)

Asset Delivery (AD)

Scope

Annex 4

Insurance Requirements

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
1	0	Tender Issue	LP	02/03/20

INSURANCE REQUIREMENTS**1.1 Insurance Requirements**

- 1.1.1 The *Consultant*, without prejudice to any obligation to indemnify or otherwise be liable to the *Client* under this Contract, from the date of the Contract takes out and maintains or procures the taking out and maintenance in full force and effect insurance in accordance with the requirements specified in the Insurance Table below and any other insurances as may be required by law (together the “Required Insurances”) for the period of insurance stated in the Insurance Table.
- 1.1.2 The Required Insurances are taken out and maintained with insurers who (in the reasonable opinion of the *Client*) are of good financial standing, sound security, appropriately regulated and of good repute in the United Kingdom insurance market.
- 1.1.3 The *Consultant* does not (and the *Consultant* procures that any subcontractor of the *Consultant* does not) take any action, or permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that party is an insured, a co-insured or additional insured person.
- 1.1.4 The Required Insurances, where specified in the Insurance Table, contain an indemnity to principals clause under which the *Client* will be indemnified in respect of claims made against the *Client* arising from death or bodily injury or third party property damage for which the *Consultant* is legally liable in respect of the acts or omissions of, or performance of the *Consultant* under this Contract.
- 1.1.5 The *Consultant* discharges all its obligations under the Insurance Act 2015 when placing, renewing, amending or maintaining any Required Insurances, including complying with the duty of fair presentation to insurers and taking the actions needed to protect the *Client*’s separate interests where the *Client* is required to be named as an insured party.
- 1.1.6 Where the insurers purport to cancel, suspend, terminate or decline to renew any of the Required Insurances;
- (1) the *Consultant* procures that the insurers will, as soon as is reasonably practicable, notify the *Consultant* in writing in the event of any such proposed suspension, cancellation or termination; and
 - (2) where the *Consultant* receives notification from insurers the *Consultant* promptly notifies the *Client* in writing of receipt of such proposed suspension, cancellation or termination.

INSURANCE TYPE AND SCOPE OF INSURANCE COVERAGE	MINIMUM SUM INSURED AND PERIOD OF INSURANCE
<p>Section 1 – Third Party Public and Products Liability Insurance</p> <ol style="list-style-type: none"> 1. insured <i>Consultant</i> 2. interest To indemnify the insured in respect of all sums which the insured may become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental: <ol style="list-style-type: none"> 2.1 death or bodily injury, illness or disease contracted by any person; or 2.2 loss or damage to property happening during the period of insurance specified in this Annex 4 and arising out of or in connection with the services and/or arising out of or in connection with this Contract, 3. cover features and extensions <ol style="list-style-type: none"> 3.1 cross liability clause. 3.2 contingent motor vehicle liability. 3.3 legal defence costs. 3.4 Indemnity to principles clause under which the <i>Client</i> shall be indemnified in respect of claims, made against the <i>Client</i> arising from death or bodily injury or property damage and for which the <i>Consultant</i> is legally liable in respect of this Contract. 3.5 Health & Safety at Work Act(s) clause. 3.6 Data protection legislation clause. 	<p>Limit of indemnity</p> <p>The limit of indemnity shall be not less than ten million pounds (£10,000,000) in respect of any one occurrence the number of occurrences being unlimited in any annual policy period but ten million pounds (£10,000,000) any one occurrence and in the annual aggregate in respect of products liability or pollution liability (to the extent insured by the relevant policy).</p> <p>Period of insurance</p> <p>From the date of this Contract until Completion of the whole of the <i>service</i> or earlier termination of the Contract, renewable on an annual basis unless agreed otherwise by the parties.</p>

<p>3.7 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.</p> <p>4. principal exclusions</p> <p>4.1 war and related perils.</p> <p>4.2 nuclear/radioactive risks.</p> <p>4.3 liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.</p> <p>4.4 liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.</p> <p>4.5 liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured.</p> <p>4.6 events more properly covered under a professional indemnity insurance policy.</p> <p>4.7 liability arising from the ownership, possession or use of any aircraft or marine vessels.</p> <p>4.8 liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.</p>	
<p>Section 2 – Professional Indemnity Insurance</p> <p>1. insured <i>Consultant</i></p> <p>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</p>	<p>Limit of indemnity</p> <p>The limit of indemnity shall be not less than ten million pounds (£10,000,000) in respect of any one claim without limit to the number of claims in any annual policy period, but ten million pounds (£10,000,000) any one claim and in the aggregate per annum for liability arising out of pollution or contamination (to the extent insured by the relevant policy)</p>

<p>any claim or claims first made against the insured during the period of insurance specified in this Annex 4 by reason of any act, error and/or omission arising from or in connection with the Services and/or arising out of or in connection with this Contract.</p> <p>3. cover features and extensions</p> <p>3.1 loss of documents and computer records extension.</p> <p>3.2 legal liability assumed under contract, duty of care agreements and collateral warranties.</p> <p>3.3 retroactive cover from the date of this Contract in respect of any policy provided on a claims made policy wording.</p> <p>4. principal exclusions</p> <p>4.1 war and related perils.</p> <p>4.2 nuclear/radioactive risks.</p> <p>4.3 insolvency of the insured.</p> <p>4.4 bodily injury, sickness, disease or death sustained by any employee of the insured arising out of the course of their employment.</p>	<p>and one million pounds (£1,000,000) any one claim and in the aggregate per annum in respect of liability arising out of asbestos (to the extent insured by the relevant policy).</p> <p>Period of insurance</p> <p>From the date of this Contract until the <i>end of liability date</i>, renewable on an annual basis unless agreed otherwise by the parties.</p>
<p>Section 3 – Insurances required by law in the United Kingdom</p> <p>.1 The <i>Consultant</i> is required to meet its United Kingdom and all other statutory or insurances required by law 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.</p> <p>2 Employers liability insurance</p> <p>2.1 The limit of indemnity for the employers' liability insurance shall be any one occurrence inclusive of costs,</p>	<p>Limit of Indemnity</p> <p>The limit of indemnity shall be not less than the amount required by applicable law</p> <p>Period of insurance</p> <p>From the date of this Contract until Completion of the whole of the <i>service</i> or earlier termination of this Contract, renewable on an annual basis unless agreed otherwise by the parties.</p>

	the number of occurrences being unlimited in any annual period of insurance.	
2.2	The employers' liability insurance shall contain an indemnity to principals clause.	
3	Motor vehicle insurance	
3.1	The limit of indemnity for motor vehicle third party liability insurance is any one occurrence the number of occurrences being unlimited in any annual period of insurance.	
3.2	The motor vehicle insurance contains an indemnity to principals clause.	