

COMMERCIAL IN CONFIDENCE

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 obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of adequate insurance to cover the Supplier's risks and liabilities under this Agreement, in respect 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 contractor 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 of good financial standing and of good repute in the international insurance market.
- 1.4 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 the Services for which the Supplier is legally liable under the policy terms of Insurances.

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 contractor 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
- (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 POLICIES

The Supplier shall upon the Effective Date and within 15 Working Days after the renewal of each of the Insurances, provide certificates of insurance evidencing that the Insurances are in force and effect. 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 AGGREGATE LIMIT OF INDEMNITY

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 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 the Authority:
 - (i) details of the policy concerned; and
 - (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and
- (b) 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:
 - (i) 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
 - (ii) 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 the Authority full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.]

6 CANCELLATION

The Supplier shall notify the Authority in writing at least 15 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7 INSURANCE CLAIMS

- 7.1 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 or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within 20 Working Days after any insurance claim in excess of ***information redacted under section 43 of the FOIA*** 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.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 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.

ANNEX 1

Required Insurances

PART A: THIRD PARTY PUBLIC & 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) products liability; premises liability; advertising injury liability; personal injury; death or bodily injury or contractual liability to third parties;

(b) loss of or damage to third party property;

in each case arising out of the Supplier's negligence, 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 *Information redacted under section 43 of the FOIA* in respect of any one occurrence, and *Information redacted under section 43 of the FOIA* per annum in the aggregate, but *Information redacted under section 43 of the FOIA* for any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4. Territorial limits

Where the Services are provided

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.

6. Cover features and extensions

Indemnity to principals clause.

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, aircraft products or marine vessel.
- 7.8. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 7.9. Liability arising from asbestos, silica and lead.
- 7.10. Liability arising from ERISA/Fiduciary Liability.

The foregoing represents the principal exclusions as at the Effective Date and may be subject to change.

8. Maximum deductible threshold

Not to exceed *Information redacted under section 43 of the FOIA* for each and every third party property damage claim (personal injury claims to be paid in full).

PART B: PROFESSIONAL INDEMNITY INSURANCE

1. Insured

The Supplier

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 by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. Limit of indemnity

Not less than *Information redacted under section 43 of the FOIA* in respect of any one claim and in the aggregate per annum.

4. Territorial Limits

Where the Services are provided

5. Period of insurance

From the date of this Agreement and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Term or until earlier termination of this Agreement and (b) continuing cover will exist for a period of 6 years thereafter.

6. Cover features and extensions

Retroactive cover to apply to any claims made 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
- 7.3 Personal profit;
- 7.4 Criminal or fraudulent acts;
- 7.5 Pending or prior litigation exclusion or claims reported to prior policies;
- 7.6 Pollution;
- 7.7 Bankruptcy of the Supplier;
- 7.8 Cost guarantee or estimate being exceeded;
- 7.9 Patent infringement and trade secret;
- 7.10 Recall with an exception for customer's loss of use or customer's cost of recall if the product is a component;
- 7.11 Wilful content injury;
- 7.12 One insured against another insured;
- 7.13 ERISA for plans sponsored by the Supplier;
- 7.14 Labor relations and employment related insurance;
- 7.15 Discrimination;
- 7.16 Securities law violations by the Supplier;
- 7.17 Asbestos;
- 7.18 RICO;
- 7.19 Antitrust;
- 7.20 FTC and ASCAP;

- 7.21 Breach of contract;
- 7.22 Known security shortcomings or failure to upgrade security;
- 7.23 Bodily injury and property damage.

The foregoing represents the principal exclusions as at the Effective Date and may be subject to change.

8. Maximum deductible threshold

Not to exceed *Information redacted under section 43 of the FOIA* 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 employers' liability insurance and motor third party liability insurance.