

## SCHEDULE 16

### INSURANCE

#### 1. THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

##### 1.1 Insured

Contractor.

##### 1.2 Interest

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

- (a) death or bodily injury to or sickness, illness or disease contracted by any person;
- (b) loss of or damage to property;

happening during the period of insurance (in paragraph 1.6 below) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

##### 1.3 Limit of indemnity

Not less than twenty five million pounds (£25,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but twenty five million pounds (£25,000,000) any one occurrence and in the aggregate per annum in respect of products and pollution liability.

##### 1.4 Territorial Limits

United Kingdom.

##### 1.5 Jurisdiction and choice of law relating to policy interpretation

*[Explanatory Note: Bidders should complete this Clause as part of their response to the ITN]*

##### 1.6 Period of insurance

From the Amendment Date for the Contract Period and renewable on an annual basis unless otherwise agreed in writing between the parties.

##### 1.7 Cover features and extensions

- (a) Indemnity to principals clause.
- (b) Legal defence costs.
- (c) Infringement of privacy or wrongful arrest.
- (d) Contingent motor liability.
- (e) Health and Safety at Work Act(s) clause.

- (f) Data Protection Act clause.
- (g) Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act.

**1.8 Principal exclusions**

- (a) War and related perils.
- (b) Nuclear and radioactive risks.
- (c) Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.
- (d) Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by Legislation in respect of such vehicles.
- (e) Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- (f) 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.
- (g) Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- (h) Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- (i) 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 Authority buildings.

**1.9 Maximum deductible threshold**

Not to exceed [ ] for each and every third party property damage claim (personal injury claims to be paid in full.) [*Explanatory Note: Bidders should complete this Clause as part of their response to the ITN*]

**2. PROFESSIONAL INDEMNITY INSURANCE**

**2.1 Insured**

Contractor.

**2.2 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 (in paragraph 2.6 below) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services and in connection with the Agreement.

**2.3 Limit of indemnity**

Not less than one million pounds (£1,000,000) in respect of any one claim and in the aggregate per annum.

**2.4 Territorial limits**

United Kingdom.

**2.5 Jurisdiction and choice of law relating to policy interpretation**

*[Explanatory Note: Bidders should complete this Clause as part of their response to the ITN]*

**2.6 Period of insurance**

From the Amendment Date for the Contract Period and renewable on an annual basis unless otherwise agreed in writing between the parties and a period of six years following the Termination Date.

**2.7 Cover features and extensions**

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

**2.8 Principal exclusions**

- (a) War and related perils.
- (b) Nuclear and radioactive risks.

**2.9 Maximum deductible threshold**

Not to exceed [ ] each and every claim. *[Explanatory Note: Bidders should complete this Clause as part of their response to the ITN]*

**3. UNITED KINGDOM AND COMPULSORY INSURANCES**

- 3.1 The Contractor is required to meet its United Kingdom and all other statutory or insurances required by Applicable Law in full. Insurances are required to comply with all statutory requirements including United Kingdom employers' liability insurance and motor third party liability insurance.
- 3.2 The limit of indemnity for the employers' liability insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual period of insurance.
- 3.3 The limit of indemnity for motor vehicle third party liability insurance shall be any one occurrence the number of occurrences being unlimited in any annual period of insurance.