



## **National Highways Limited**

**Scope**

**Insurance**

**Annex 03**

## CONTENTS AMENDMENT SHEET

*[Delete the contents of the Amendments Page prior to issue]*

Issue. No.	Revision No.	Amendments	Initials	Date

LIST OF CONTENTS

<b>1</b>	<b>INSURANCE TABLE .....</b>	<b>4</b>
1.1	Professional Indemnity Insurance .....	4
1.2	Third Party Public Liability Insurance .....	4
1.3	Policies to be taken out as required by United Kingdom law .....	6

## 1 INSURANCE TABLE

### 1.1 Professional Indemnity Insurance

#### 1.1.1 Insureds

- *Consultant*

#### 1.1.2 Interest

To indemnify the Insured (as set out in paragraph 1.1.1 above) for all sums which the Insured (as set out in paragraph 1.1.1 above) becomes legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the insured (as set out in paragraph 1.1.1 above) during the period of insurance (as set out in paragraph 1.1.4 below) by reason of any act, error or omission arising from or in connection with professional services, advice, design and or specification relevant to the *service* or the contract

#### 1.1.3 Territorial limits

United Kingdom

#### 1.1.4 Period of insurance

The *Consultant* maintains this insurance from the *starting date* until twelve (12) years following Completion the whole of the *service* or termination of the contract whichever occurs earlier.

#### 1.1.5 Cover features and extensions

- legal liability assumed under contract, duty of care agreements and collateral warranties,
- retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a "claims made" form of policy wording.

#### 1.1.6 Principal exclusions

- War related perils,
- Nuclear/radioactive risks,
- Insolvency of the Insured (as set out in paragraph 1.1.1 above),
- Liability for death, illness, disease or bodily injury sustained by employees of the insured (as set out in paragraph 1.1.1 above) arising out of the course of their employment.

### 1.2 Third Party Public Liability Insurance

1.2.1 Insureds

- *Consultant*

1.2.2 Interest

To indemnify the insured (as set out in paragraph 1.2.1 above) in respect of all sums that the insured (as set out in paragraph 1.2.1 above) may become legally liable to pay whether contractually or otherwise (including claimant's costs and expenses) as damages in respect of accidental

- death or bodily injury, illness or disease contracted by any person;
- loss or damage to property;
- interference to property or any easement right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, nuisance, loss of amenities;

happening during the period of insurance (as set out in paragraph 1.2.4 below) and arising out of or in connection with the *service* and the contract.

1.2.3 Territorial limits

United Kingdom and elsewhere in the world in respect of non-manual visits.

1.2.4 Period of insurance

The *Consultant* maintains the insurance from the *starting date* until the Completion of the whole of the *service* or termination of the contract whichever occurs earlier.

1.2.5 Cover features and extensions

- Legal defence costs in addition to the limit of indemnity,
- Contingent motor vehicle liability,
- Health & Safety at Work Act(s) clause,
- Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007,
- Indemnity to principals clause

1.2.6 Principal exclusions

- War and related perils,
- Nuclear/radioactive risks,
- Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 1.2.1 above) arising out of the course of their employment,
- Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles,
- Liability in respect of predetermined penalties or liquidated damages imposed under the contract,
- Liability arising from the ownership, possession or use of any aircraft or marine vessels,
- Liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence,
- Events more properly covered under the Professional Indemnity Insurance policy.

**1.3 Policies to be taken out as required by United Kingdom law**

- 1.3.1 The *Consultant* is required to meet its statutory insurance obligations in full. Insurances are required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance.
- 1.3.2 The statutory insurances to contain an indemnity to principals clause in respect of claims made against the *Client* arising out of the performance of the *Consultant* of his duties under the contract.
- 1.3.3 The *Consultant* maintains the insurance from the starting date until the Completion or termination of the contract whichever occurs earlier.