

## CONTENTS AMENDMENT SHEET

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

Issue. No.	Revision No.	Amendments	Initials	Date

***[Note to Compiler:***

- Review and remove all red text prior to issue.]*

NEC4 Professional Service Contract (June 2017)

Note *Consultants* who self-certify that they already have, or can commit to obtain, prior to the commencement of the contract; the level of insurance cover indicated below will be required to provide evidence of this if they are successful at contract award stage.

**[Note to Compiler:**

- (1) This Selection Questionnaire sets out below the insurance cover required for a PSC requirement. The drafting reflects prevailing insurance market conditions and availability.
- (2) The levels required in this Selection Questionnaire must be consistent with the levels of insurance in the Contract Data and the classes of insurance must be consistent with the classes of insurance in Scope **Annex 03**. The Professional Indemnity options must also be consistent throughout the contract documents.]

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the level of insurance cover indicated below:

Professional Indemnity Insurance to indemnify the insured for all sums which the insured may 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 or omission arising out of or in connection with the provision of professional services in connection with the contract.

A limit of indemnity of not less than **[£to be completed by Compiler]** in respect of any one claim and in the aggregate per annum.

- ☐ Yes  
☐ No

**[Note to Compiler:** Insert insurance levels appropriate for the contract requirement being prepared. The limit must be set in line with the potential losses that could occur (not the value of the contract or the level of cover held by potential consultants). You must consider the frequency / severity of losses that could occur in respect of financial loss associated with Consultant negligent act, error or omission in connection with any advice, design or specification being provided. If you are in any doubt as to the level to apply or how this should be set out seek advice.

*The insurance market is a complex area and does not provide professional indemnity insurance in a consistent or uniform manner. There is no single prevailing United Kingdom insurance market policy wording and as such each insurer's offerings and wordings are different. This variability is also reflected in the structure of professional indemnity insurance policy limits of indemnity where the Consultant can procure a range of options including any one claim and in the annual aggregate (with potential options to reinstate the limit if exhausted) and any one claim the number of claims being unlimited in any annual policy period (with inner limits and annual aggregate limits for certain circumstances). There may also be policy exclusions and or lower inner limits relating to risks associated with issues such as (a) pollution / contamination (b) asbestos (c) cladding and fire safety.*

*If you are in any doubt as to how to arrive at and set out the insurance obligation you should seek advice.]*

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the level of insurance cover indicated below:

Third Party Public Liability Insurance to indemnify the insured in respect of all sums which the insured may become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental death or bodily injury to or sickness, illness or disease contracted by any person (other than employees of the insured) and / or loss of or damage to property happening during the period of insurance and arising out of or in connection with the contract.

A limit of indemnity of not less than *[£to be completed by Compiler]* in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but *[£to be completed by Compiler, the same amount as above]* any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution liability (to the extent insured by the relevant policy).

☐ Yes

☐ No

*[Note to Compilers: In Insert insurance level as appropriate for the contract requirement being prepared. The limit must be set in line with the potential losses that could occur (not the value of the contract or the level of cover held by potential consultants). You must consider the frequency / severity of losses that could occur in respect of loss, damage or destruction to physical property and death/bodily injury. You must consider the extent to which the Consultant may attend National Highways locations or sites. If you are in doubt as to the level to apply or how this should be set out seek advice.]*

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the level of insurance cover indicated below:

Employer's (Compulsory) Liability Insurance. Limit of indemnity £10,000,000 in respect of any one occurrence the number of occurrences being unlimited in any annual policy period.

It is a legal requirement that all companies hold Employer's Liability Insurance of £5,000,000 in respect of any one occurrence the number of occurrences being unlimited in any annual policy period as a minimum.

Please note this requirement is not applicable to Sole Traders.

☐ Yes

☐ No

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the level of insurance cover indicated below:

Motor Third Party Liability Insurance. Limit of indemnity unlimited each and every occurrence the number of occurrences being unlimited in any annual policy period for third party death / bodily injury claims and £5,000,000 any one occurrence the number of occurrences being unlimited in any annual policy period for third party property damage claims.

It is a legal requirement that all companies operating vehicles hold Motor Third Party Liability Insurance

☐ Yes

☐ No