

CONTENTS AMENDMENT SHEET

[Note to compiler: 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. Insert wording in Selection Questionnaire.]

NEC4 Term Service Contract (June 2017 with amendments dated January 2019 and October 2020)

Note: A *Contractor* who self-certifies that they already have, or can commit to obtain, prior to the commencement of the contract, the level of insurance cover indicated below are 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 operative cover required for each class of required insurance, the drafting reflects prevailing insurance market conditions and availability.
- (2) The compiler may need to consider inclusion of further classes of required insurance to those listed below. It may also be the case that the *Contractor* is required to provide professional services / advice. In these circumstances professional indemnity insurance may need to be added to cover the breach of professional duty risk. The insurances below are those specified under standard form NEC4. The compiler will need to consider what other insurance may be needed relative to the subject matter of the *Client's* requirement in question and risk transfer to the *Contractor*. Advice should be sought from Commercial/Insurance Advisor (where appropriate, via CD&A) to determine requirements and levels to be set.
- (3) The figures represented in this Selection Questionnaire must be consistent with the levels of insurance in the Contract Data and Scope Annex 03.]

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:

Property Insurance being "All Risks" cover from any cause not excluded of physical loss, destruction or damage to the insured property being any plant, materials and equipment provided by the *Client*.

The sum insured to represent the reinstatement or replacement cost of the relevant insured property.

☐ Yes

☐ No

[Note to compilers: Consideration is required to identify physical property the subject matter of the *Client* requirement that passes into the care, custody and control of the *Contractor*. Where this is the case, the compiler will need to identify the type and value of such physical property and decide if the damage risk needs to be insured by the *Contractor*. Examples of such property can include plant, materials and equipment provided by the *Client* but also property such as the *Client's* stock, vehicles and buildings occupied by the *Contractor*. In these cases, specific insurance may be required and will need to be set out in the contract (e.g. Area M&R contracts). Consult with Commercial/Insurance Advisor (where appropriate, via CD&A) to determine requirements and levels required.]

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 and Products 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.

Limit of indemnity [£to be completed by compiler with assistance from Commercial/Insurance Advisor (where appropriate, via CD&A).] in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but [£to be completed by compiler with assistance from Commercial/Insurance Advisor (where appropriate, via CD&A).] any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).

☐ Yes

☐ No

[Note to Compiler: Insert insurance levels as appropriate for the contract being prepared. Insurance limits of indemnity will need to be reviewed against the *Client's* requirement in connection with the insurable risk profile of the contract. The optimum position is for insurance limits of indemnity to be set commensurate with the potential losses that could occur in relation to the insured risk, the subject matter of the contract and due reference should be made to the potential for frequency / severity in respect of third party (including the *Client* as a third party) loss, damage or destruction to physical property and death/bodily injury.

Take into account the insurance requirements of others (e.g. for any work over, under, or in the vicinity of the railway Network Rail may require a limit of not less than £155,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, and with Network Rail to be as an named insured party). Consult with CD&A to set requirements and levels required.]

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

[Note to compiler: See comments above, where *Client* vehicles passing into the care, custody and control of the *Contractor* to deliver the contract will need to be insured for both the third party and damage risk.]