

## SCHEDULE 15

### INSURANCE

#### ISSUANCE OF INSURANCE

All insurance coverage will be issued with insurers acceptable to the Minister, and issued by companies licensed to transact business in the Province of British Columbia.

#### 1. EVIDENCE OF COVERAGE

The following evidence of coverage will be supplied by the Contractor not later than the 30<sup>th</sup> day prior to the Commencement Date:

File originals or signed, certified copies of all current policies and any other endorsements necessary to comply with these insurance specifications and any other requirements outlined in the Agreement, to:

The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850 STN Prov Govt, 4<sup>th</sup> Floor, 940 Blanshard Street, Victoria, B.C. V8W 9T5.

Any endorsements issued to satisfy the specific requirements outlined in these documents must be countersigned, and only original or certified copies of endorsements are acceptable.

For Automobile Liability insurance, a duly executed Insurance Corporation of British Columbia APV 47 form may be used for evidence of coverage or renewal provided that, if excess limits are purchased through private insurers, evidence will be provided by way of signed, certified copies of these policies.

As an INTERIM measure the Contractor may provide certification that the insurance requirements have been met, by way of a duly completed Ministry Certificate of Insurance (H0111), subject to the condition that originals or signed, certified copies of all current policies and necessary endorsements shall be forwarded within sixty (60) days of the date of issuance of this Certificate to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850 STN Prov Govt, 4<sup>th</sup> Floor, 940 Blanshard Street, Victoria, B.C. V8W 9T5.

#### NO OTHER CERTIFICATES OF INSURANCE ARE ACCEPTABLE

Payments to the Contractor may be withheld and/or all work on the site of the Agreement may be ordered to cease if the Contractor fails to obtain or maintain insurance as required herein, or if the Ministry does not approve any insurance policy or policies submitted to them and the Contractor does not comply with the insurance requirements of the Agreement and, the Ministry shall also have the right, but not the obligation, to place and maintain such insurance in the name of the Contractor and the Ministry. The cost thereof shall be payable by the Contractor to the Ministry on demand, and the Ministry may deduct the cost thereof from any monies which are due, or may become due to the Contractor.

#### 2. LIABILITY POLICIES

##### THIRD PARTY LIABILITY INSURANCE

Commercial General Liability insurance including non-owned automobile and contractual liability insurance will be arranged with inclusive limits of not less than **TEN MILLION DOLLARS (\$10,000,000.00)** for bodily injury, death, and property damage arising from any one accident or occurrence. The insurance policy will

indemnify the named insureds and the additional insureds under the policy for any sum or sums which the insured may become liable to pay or shall pay for bodily injury, death or property damage or for loss of use of property, arising out of or resulting from the work or operations of the Contractor or subcontractors, including all persons, firms or corporations who perform any of the work, in connection with the Agreement, anywhere within Canada and the United States of America. In addition to the above limits, the liability insurance will also pay all costs, charges, and expenses in connection with any claims that may require to be contested by the insureds anywhere within Canada and the United States of America.

## **EXTENSION OF COVERAGE**

The liability insurance will cover all liability arising out of completed operations, blanket written contractual, contingent employers liability, non-owned automobile liability, and liability assumed by the Contractor in connection with and applicable to this Contract.

The liability insurance will cover pollution liability (minimum coverage Sudden and Accidental) in amounts not less than **TWO MILLION DOLLARS (\$2,000,000.00)**.

## **EXCLUSIONS NOT PERMITTED**

Claims arising out of the legal liability imposed upon the insureds at common law and extended by Statute for bodily injury or death to employees of the insured, except that this exclusion shall not apply to the liability imposed upon or assumed by the insured under any Workers' Compensation Statute or for assessments by any Workers' Compensation Board.

Liability assumed by the insureds under contract with railroad companies for the use and operation of railway sidings or crossings.

Hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning, or demolition work or any other operation or work to be performed by the Ministry or the Contractor shall not be excluded from insurance coverage, where such type of work or operation is to be performed by either party under the Agreement.

Liability arising out of all products where the material is supplied by the Contractor.

## **DEDUCTIBLE**

A property damage deductible will be allowed for any one accident or per occurrence for up to **FIVE THOUSAND DOLLARS (\$5,000.00)** or **ONE PERCENT (1%)** of the contract amount, whichever is greater. Payment of any deductible will be the responsibility of the Contractor.

## **PROTECTION AND INDEMNITY INSURANCE**

If vessels are owned, leased or operated in the course of the Agreement by the Contractor, and are not covered under the general liability policy, then the Contractor will provide Protection and Indemnity insurance with limits of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** for the vessels. Such Protection and Indemnity insurance will include four-fourths collision liability insurance. The Contractor will be responsible for ensuring that any changes to the requirements of the Marine Liability Act and/or the regulations of the Marine Liability Act are reflected in the insurance coverage provided. Notwithstanding the requirements of the Marine Liability Act, the limits must not be less than **FIVE MILLION DOLLARS (\$5,000,000.00)**.

## AERIAL TRAMS AND/OR FERRIES

If aerial trams or ferries operated in the course of the Agreement are not covered under the Commercial General Liability policy, then the Contractor will obtain and maintain insurance applying to all aerial trams or ferries operated in the course of the Agreement. The Contractor shall ensure that at all times during the term of the Agreement the minimum limits and amounts of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** are maintained.

## AUTOMOBILE INSURANCE

Automobile Liability coverage with inclusive limits of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** providing third party liability and accident benefits insurance and automobile physical damage insurance including collision and comprehensive coverage must be provided for all vehicles required by law to be licensed that are owned, leased or rented by the Contractor, and that are used in the performance of the Agreement.

## AIRCRAFT INSURANCE

If aircraft (including helicopters) are used in the performance of the Agreement and are owned, leased or rented by the Contractor, then third party liability coverage with inclusive limits of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** must be provided.

### 3. ADDITIONAL CONDITIONS FOR ALL LIABILITY POLICIES (except Owned Automobile Liability Insurance)

Contractual Liability - the insurance provision set out above is the minimum coverage required by the Province under the Agreement.

Each Liability Policy will (except Owned Automobile Liability Insurance) be endorsed as follows:

"Notwithstanding any other terms, conditions, or exclusions elsewhere in this policy, it is understood and agreed that this policy is extended to include insurance coverages and clauses as follows:

Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents, and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured, in respect of liability arising from the work or operations of the Insured and the Additional Named Insured, in connection with contracts entered into between the Insured and the Additional Named Insured.

The insurance as is afforded by this policy shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any Insured shall not affect the protection given by this policy to any other insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy.

Products and Completed Operations Hazard coverage shall be provided and such coverage shall remain in full force and effect for a period of twelve **(12) month** after the work has been completed, irrespective of the expiry date of the policy."

#### **4. PROPERTY POLICIES**

##### **EQUIPMENT INSURANCE**

The Contractor will obtain, maintain and provide evidence of "ALL-RISKS" insurance coverage, satisfactory to the Province, covering all equipment utilized in the performance of the services under the Agreement that is owned, rented, or leased by the Contractor, or for which the Contractor may be responsible.

**Policies must include the following Waiver of Subrogation:**

"In the event of any third party loss or damage or any physical loss or damage to the work, or Contractor's equipment, the settlement or payment of the subsequent claim shall be made without the right of subrogation against her Majesty the Queen as represented by the Minister or any employees, servants or agents of the Minister."

#### **5. ADDITIONAL REQUIREMENTS FOR ALL POLICIES**

##### **NOTICE OF CANCELLATION, ETC.**

The required insurance will not be cancelled, removed, reduced, materially changed or altered except upon written consent of the Minister, and in this connection thirty (30) days prior notice in writing must be given by Registered Mail to: The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure, PO Box 9850 STN Prov Govt, 4<sup>th</sup> Floor, 940 Blanshard Street, Victoria, B.C. V8W 9T5.

##### **PRIMARY INSURANCE**

All the foregoing insurance will be primary and not require the sharing of any loss by any other insurer of the Province.

##### **EVIDENCE OF RENEWAL**

The Contractor will furnish evidence of the renewal or extension the required policy(s) by certified copy of a renewal certificate(s) or by endorsement(s) to the policy(s) which is to be received by The Corporate Insurance and Bonds Manager, Ministry of Transportation and Infrastructure at least thirty (30) days prior to the expiry date of the policy.

**THE PROVINCE ASSUMES NO RESPONSIBILITY FOR THE ADEQUACY OF THE INSURANCE EFFECTED IN FAVOUR OF THE CONTRACTOR OR THE PROVINCE UNDER THE ELECTRICAL MAINTENANCE SERVICE AGREEMENT.**