

SCHEDULE 27

Administration of Highway Claims

SCHEDULE 27

Administration of Third Party Claims

1. GENERAL PROVISIONS

The Parties acknowledge and agree that:-

- 1.1 The Authority shall be responsible for all Third Party Claims where the incident giving rise to the Third Party Claim occurred prior to the Service Commencement Date.
- 1.2 The Service Provider shall forward a Third Party Claim where the incident giving rise to the Third Party Claim occurred prior to the Service Commencement Date to the Authority within five (5) Business Days of receipt of the Third Party Claim by the Service Provider.
- 1.3 The Service Provider shall make available to the Authority such Transferring Employees as are necessary to assist the Authority and the Authority's insurers and the Authority's lawyers in the investigation and provision of information for Pre-Service Commencement Date Third Party Claims and to continue to provide such assistance to the Authority's insurers as is necessary to allow any such Pre-Service Commencement Date Third Party Claims to be administered and settled. For the avoidance of doubt, such assistance:
 - 1.3.1 shall not comprise claims handling which is undertaken by the Authority's insurers; but
 - 1.3.2 does comprise the obtaining and provision of information relevant to a Pre-Service Commencement Date Third Party Claim; and
 - 1.3.3 does require the provision of assistance in writing and by attendance at meetings.
- 1.4 The Service Provider shall if required by the Authority or its insurers or lawyers secure the attendance of witnesses at court by service of a witness summons.
- 1.5 Where the Service Provider is required to provide information under paragraphs 2 to 6 (other than information in the possession of the Service Provider or information which the Service Provider is reasonably able to prepare using such information) the

Authority shall allow the Service Provider reasonable and timely access to such information and permit the Service Provider to take a copy of such information.

2. ASSISTANCE BY SERVICE PROVIDER

- 2.1 Without prejudice to the provisions of clause 55.4 (*Conduct of Proceedings for matters covered by Service Provider's and Authority's Indemnities*), the Parties agree that the Authority shall have conduct of any Pre-Service Commencement Date Third Party Claim and the Service Provider shall have conduct of any Post Service Commencement Date Third Party Claim.
- 2.2 If the Service Provider becomes aware of any Pre-Service Commencement Date Third Party Claim, the Service Provider shall, as soon as reasonably practicable, give written notice of the Pre-Service Commencement Date Third Party Claim to the Authority.
- 2.3 In relation to any Pre-Service Commencement Date Third Party Claim, the Service Provider shall:
- 2.3.1 provide the Authority with such available and relevant details, documentation, correspondence and information as the Authority may reasonably request in order to properly conduct such Pre-Service Commencement Date Third Party Claim;
 - 2.3.2 on request, investigate fully the circumstances surrounding the Pre-Service Commencement Date Third Party Claim, and report the findings of such investigation to the Authority;
 - 2.3.3 prepare or procure the preparation of any witness statements requested by the Authority from the Service Provider and the Service Provider Party's agents or employees;
 - 2.3.4 on request, assist the Authority by gathering and collating evidence related to the Pre-Service Commencement Date Third Party Claim;
 - 2.3.5 procure that any of the Service Provider Party's employees and/or agents who may be called as witnesses are made available to attend any trial, hearing or court when needed;

- 2.3.6 attend any meeting that the Authority reasonably requests, including any meetings with the person bringing the Pre-Service Commencement Date Third Party Claim; and
- 2.3.7 give any other assistance reasonably requested by the Authority including without limitation the assistance set out in paragraphs 3 to 6 (inclusive) of this schedule 27 (*Administration of Highway Claims*).
- 2.4 The Service Provider shall provide the assistance to the Authority in accordance with paragraphs 2 to 6 (inclusive) of this schedule 27 (*Administration of Highway Claims*) for the Service Period.
- 2.5 The Service Provider shall provide the assistance under paragraphs 2 to 6 (inclusive) of this schedule 27 (*Administration of Highway Claims*) within such time as may reasonably be specified by the Authority, but which shall be a maximum of twenty (20) Business Days unless otherwise agreed with the Parties acting reasonably.

3. PUBLIC LIABILITY CLAIMS

- 3.1 The Service Provider acknowledges that the Authority has external insurance in respect of its public liability risk.
- 3.2 The Service Provider shall provide such documents as may reasonably be requested by the Authority or its insurers in connection with a Pre-Service Commencement Date Third Party Claim which shall include without limitation:-
 - 3.2.1 HAIR or similar to include inspection records of the location for at least twelve (12) Months pre accident date;
 - 3.2.2 records of complaints and other accidents for the locality;
 - 3.2.3 digital photographs of the accident location comprising short and long distance photographs from various angles;
 - 3.2.4 accident location maps;
 - 3.2.5 minutes of any committee or sub-committee of the Authority which have specified practices to be undertaken by the Authority;

- 3.2.6 policies of the Authority which specify when works are to be undertaken on the Project Network;
 - 3.2.7 procedures of the Authority in respect of the undertaking of works on the Project Network;
 - 3.2.8 maintenance records including records of independent contractors and Statutory Undertakers working in relevant areas;
 - 3.2.9 details of repairs prior to site visit including description of defect, when ordered, when repaired during the twelve (12) Months prior to the site visit;
 - 3.2.10 details of repairs arranged after site visit.
- 3.3 When a Highway Claim which is a Pre-Service Commencement Date Third Party Claim is submitted, the Service Provider shall arrange for a Highway Accident Site Investigator to visit accident locations to undertake the following for the Authority and its insurers:-
- 3.3.1 provide the HAIR;
 - 3.3.2 collate all the information referred to in paragraph 3.2;
 - 3.3.3 submit all such information to the Authority's insurance office.
- Such visits shall include if necessary meeting the claimant and/or their legal representatives.
- 3.4 The Service Provider shall ensure that the performance of its obligations under paragraphs 3.2 and 3.3 comply with the time limits specified in the Civil Justice Act (Woolf protocols).
- 3.5 The Service Provider shall ensure that Highway Accident Site Investigators shall:-
- 3.5.1 provide an incident report which shall set out observations from visiting an accident location and the precise measurement of any defect recorded by them, together with any Safety Inspection of the street where the accident occurred and any defect recorded by them.
 - 3.5.2 attend court as required by the Authority or its insurers to give evidence.

- 3.6 The Service Provider shall arrange for the signature of such court documents as may reasonably be required by the Authority or its insurers which relate to incident report and disclosure of documents.
- 3.7 The Service Provider shall provide the Authority's insurers with such assistance as may reasonably be required either in writing or at a meeting which may include without limitation:-
- 3.7.1 clarification of a particular document or an abbreviation used;
 - 3.7.2 the provision of specific contact names from any Service Provider or Service Provider Party's dedicated claims team dealing with all matters concerning Highway Claims which are Pre-Service Commencement Date Third Party Claims;
 - 3.7.3 in respect of Highway Claims relating to gritting on the Project Network, all relevant documents including:
 - 3.7.3.1 winter maintenance policies;
 - 3.7.3.2 gritting routes;
 - 3.7.3.3 driver records of which areas/roads were gritted on a particular run(s);
 - 3.7.3.4 weather forecasting predictions including details of decision making as to whether or not to grit; and
 - 3.7.3.5 the time when gritting commenced.
 - 3.7.4 In respect of Highway Claims which are Pre-Service Commencement Date Third Party Claims relating to spillages on the Project Network, details of:-
 - 3.7.4.1 the date the Authority first became aware of the spillage;
 - 3.7.4.2 the action taken by the Authority to remedy the spillage either internally or by using external contractors;
 - 3.7.4.3 documentary evidence of the precise time contractors were appointed, how long it then took them to arrive at the site and deal

with the spillage and details of exactly what work was carried out on site.

3.7.5 In respect of Highway Claims which are Pre-Service Commencement Date Third Party Claims relating to gully cleansing, street lighting, street furniture, traffic signals, private footpaths and public rights of way the Service Provider shall provide similar information to that specified in paragraphs 3.2 to 3.6 (inclusive).

3.7.6 In respect of Highway Claims which are Pre-Service Commencement Date Third Party Claims relating to tree roots the Service Provider shall provide the following information to the Authority and its insurers:

3.7.6.1 confirmation as to whether the relevant tree was planted pre 1925 and the evidence for this to the extent such evidence is available;

3.7.6.2 if the relevant tree was on the Project Network;

3.7.6.3 details of the agricultural maintenance and inspection process and the documents to substantiate this together with details of the last safety inspection of the tree and the last maintenance carried out on it;

3.7.6.4 any previous complaint received in connection with the relevant tree;

3.7.6.5 any history of problems with trees on the Road Section Length on which the relevant tree is located;

3.7.6.6 digital photographs of the relevant tree and its proximity to the area of damage; and

3.7.6.7 digital photographs to show evidence of any visible line of a problem between the relevant tree and the damaged property.

4. EMPLOYER'S LIABILITY CLAIMS

4.1 The Parties acknowledge that the administration of Employer's Liability Claims which are Pre-Service Commencement Date Third Party Claims is carried out internally by the Authority's Department of Corporate Governance.

- 4.2 The Service Provider shall provide the Authority with the categories of information set out in paragraphs 4.3 to 4.11 in respect of a claimant submitting an Employer's Liability Claim against the Authority which is a Pre-Service Commencement Date Third Party Claim.

4.3 General Information

The Service Provider shall provide to the Authority:

- 4.3.1 accident Form A1;
- 4.3.2 accident book extract;
- 4.3.3 safety officer's report;
- 4.3.4 RIDDOR report to the HSE;
- 4.3.5 photographs if relevant (to include measurements), details of who took the photograph and the date on which it was taken; and
- 4.3.6 sketch plan if relevant (to include measurements), details of who prepared the sketch plan and the date the sketch plan was prepared.

4.4 Training Record

The Service Provider shall provide to the Authority details of training courses attended including dates of attendance, identity of the instructor and his contact details if known and copies of course documentation to the extent available.

4.5 Supervision and Management

The Service Provider shall provide to the Authority:

- 4.5.1 the name of the claimant's immediate line manager at the time of the accident and the line manager's contact number;
- 4.5.2 the line manager's personnel/supervision file where the disclosure of the relevant file or part of the file is not in breach of Legislation;

4.5.3 a statement from the line manager setting out the specific instructions that were issued to the claimant in respect of the work task that gave rise to injury; and

4.5.4 information with regard to any relevant supervision practices and procedures.

4.6 Risk Assessments and Safe Working Practices

The Service Provider shall provide to the Authority:

4.6.1 a copy of all relevant pre and post accident risk assessments and safe working practices;

4.6.2 a signature sheet confirming receipt by the claimant;

4.6.3 details of any amendments to risk assessments and/or safe working practices post accident and confirmation of whether the amendment was raised in specific response to the accident in question, with an explanation as to why that did not occur prior to the accident;

4.6.4 a copy of all relevant pre and post accident COSHH data sheets;

4.6.5 full particulars of all relevant personal protective equipment that was available to the claimant, where it was available from, and details of the requisitioning practice and procedure;

4.6.6 information with regard to the claimant's awareness of the details in paragraph 4.6.5; and

4.6.7 a copy of any relevant stores requisitions.

4.7 Witnesses

The Service Provider shall provide to the Authority:

4.7.1 a copy of any witness statements if available; and

4.7.2 the name, work location and contact number of any witness.

4.8 Work Equipment, Machinery and Furniture

The Service Provider shall provide to the Authority:

- 4.8.1 details of purchase records, inspection, maintenance and service records and data and documentation from manufacturers if the accident involved any equipment, machinery or furniture;
- 4.8.2 information relating to the inspection and maintenance and service practice and procedure;
- 4.8.3 confirmation that the equipment has been preserved in the same state and condition that it was in at the time of the accident, details of where it is stored and the name and contact details of the person who should be contacted to arrange inspection;
- 4.8.4 alternatively if it has not been possible to preserve the equipment and machinery details of documents and information with regard to any defect and/or repair, the date of repair and the name and contact details of the person carrying out the repair;
- 4.8.5 a scale diagram created prior to any change in the layout where the accident involved furniture or other objects and/or the layout and design of the workplace directly or indirectly led to the accident; and
- 4.8.6 a reasonable opportunity for the Authority and any representatives for the claimant and third parties to carry out a site inspection.

4.9 Injury Allowance

The Service Provider shall provide to the Authority the following documents where the disclosure of the relevant information is not in breach of Legislation:

- 4.9.1 the job description or job descriptions of the employee's substantive post and any that the employee may have been redeployed into;
- 4.9.2 the accident report form(s) relating to the incident(s);
- 4.9.3 the manager's view relating to each and every incident, in the event of the injury being psychological this must be concerning the events or occurrences leading to the period of absence;
- 4.9.4 a list of the employee's sickness absences;

- 4.9.5 copies of the employee's sick notes;
- 4.9.6 medical records from, or signed forms of authority to enable the Authority to obtain medical records from occupational health, a general practitioner and any hospital or mental health practitioner that the employee may have attended;
- 4.9.7 payroll information to include the following:
 - 4.9.7.1 the date that the absence began;
 - 4.9.7.2 the date that the employee's wages were reduced either to half pay or reduced through loss of bonus;
 - 4.9.7.3 if the employee has only lost bonus, then the date that he or she is likely to have their wages reduced to half pay;
 - 4.9.7.4 the date that the employee's wages were reduced to or likely to be reduced to nil pay;
 - 4.9.7.5 the date of return to work;
 - 4.9.7.6 if the employee has returned to work, the total net loss of salary;
 - 4.9.7.7 if the employee has not returned to work, the net loss to date; and
 - 4.9.7.8 if the employee has not returned to work, the continuing net monthly or weekly loss,

and if the employee remains in receipt of Injury Allowance for longer than six (6) Months from the date that it is paid then the Service Provider shall assist the Authority to review that employee's entitlement to Injury Allowance every six (6) Months and every subsequent six (6) months thereafter and provide the items listed in paragraphs 4.9.1 to 4.9.7 (inclusive).

- 4.10 The Service Provider shall where necessary carry out a site inspection and Interview potential witnesses (which for the avoidance of doubt may include Transferring Employees).

- 4.11 The Service Provider shall if required by the Authority or its insurers secure the attendance of witnesses at court by service of a witness summons.

5. EMPLOYER'S LIABILITY CLAIMS

- 5.1 The Service Provider shall in accordance with the Civil Procedure Rules provide disclosure lists for different types of Employer's Liability Claims relating to Transferring Employees in the workplace prior to the Service Commencement Date and secure the disclosure and production of the following documents to the Authority or its insurers namely, in relation to workplace Employer's Liability Claims which are Pre-Service Commencement Date Third Party Claims the Service Provider shall provide to the Authority upon request:

- 5.1.1 accident book entry;
- 5.1.2 first aider report;
- 5.1.3 surgery record;
- 5.1.4 foreman/supervisor's accident report;
- 5.1.5 safety representative's accident report;
- 5.1.6 RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) report to the HSE;
- 5.1.7 other communications between defendants and the HSE;
- 5.1.8 minutes of health and safety committee meeting(s) where the accident/matter was considered;
- 5.1.9 report to the DSS;
- 5.1.10 all the documents listed above in relation to any previous accident or matter identified by the claimant and relied upon as proof of negligence; and
- 5.1.11 the claimant's earnings information where the defendant is the employer.

5.2 Management of Health and Safety at Work Regulations 1992

The Service Provider shall provide to the Authority upon request:

- 5.2.1 the pre-accident Risk Assessment required by Regulation 3;
- 5.2.2 the post-accident Re-Assessment required by Regulation 3;
- 5.2.3 the accident investigation report prepared in implementing the requirements of Regulations 4, 6 and 9;
- 5.2.4 health surveillance records where required by Regulation 5;
- 5.2.5 information provided to employees under Regulation 8; and
- 5.2.6 documents relating to the claimant's health and safety training required by Regulation 11.

5.3 Workplace (Health Safety and Welfare) Regulations 1992

The Service Provider shall provide to the Authority upon request:

- 5.3.1 repair and maintenance records required by Regulation 5;
- 5.3.2 housekeeping records to comply with the requirements of Regulation 9; and
- 5.3.3 hazard warning signs or notices to comply with Regulation 17 (Traffic Routes).

5.4 Provision and Use of Work Equipment Regulations 1998

The Service Provider shall provide to the Authority upon request:

- 5.4.1 the manufacturers' specifications and instructions in respect of relevant work equipment establishing its suitability to comply with Regulation 5;
- 5.4.2 the maintenance log or maintenance records required to comply with Regulation 6;
- 5.4.3 documents providing information and instructions to employees to comply with Regulation 8;
- 5.4.4 documents provided to the employee in respect of training to comply with Regulation 9;

- 5.4.5 any notice, sign or document relied upon as a defence to alleged breaches of Regulations 14 to 18 dealing with controls and control systems;
- 5.4.6 instruction/training documents issued to comply with the requirements of Regulation 22 insofar as these deal with maintenance operations where the machinery is not shut down;
- 5.4.7 copies of markings required to comply with Regulation 23; and
- 5.4.8 copies of warnings required to comply with Regulation 24.

5.5 Personal Protective Equipment at Work Regulations 1992

The Service Provider shall provide to the Authority upon request:

- 5.5.1 documents relating to the assessment of the personal protective equipment to comply with Regulation 6;
- 5.5.2 documents relating to the maintenance and replacement of personal protective equipment to comply with Regulation 7;
- 5.5.3 records of maintenance procedures for personal protective equipment to comply with Regulation 7;
- 5.5.4 records of tests and examinations of personal protective equipment to comply with Regulation 7;
- 5.5.5 documents providing information, instruction and training in relation to the personal protective equipment to comply with Regulation 9; and
- 5.5.6 instructions for use of personal protective equipment to include the manufacturers' instructions to comply with Regulation 10.

5.6 Manual Handling Operations Regulations 1992

The Service Provider shall provide to the Authority upon request:

- 5.6.1 the manual handling risk assessment carried out to comply with the requirements of Regulation 4(1)(b)(i);

- 5.6.2 the re-assessment carried out post-accident to comply with the requirements of Regulation 4(1)(b)(i);
- 5.6.3 documents showing the information provided to the employee to give general indications related to the load, precise indications on the weight of the load and the heaviest side of the load if the centre of gravity was not positioned centrally to comply with Regulation 4(1)(b)(iii); and
- 5.6.4 documents relating to training in respect of manual handling operations and training records.

5.7 Health and Safety (Display Screen Equipment) Regulations 1992

The Service Provider shall provide to the Authority upon request:

- 5.7.1 an analysis of work stations to assess and reduce risks carried out to comply with the requirements of Regulation 2;
- 5.7.2 the re-assessment of the analysis of work stations to assess and reduce risks following the development of symptoms by the claimant;
- 5.7.3 documents detailing the provision of training including training records to comply with the requirements of Regulation 6; and
- 5.7.4 documents providing information to employees to comply with the requirements of Regulation 7.

5.8 Control of Substances Hazardous to Health Regulations 1999

The Service Provider shall provide to the Authority upon request:

- 5.8.1 the risk assessment and any revised risk assessment carried out to comply with the requirements of Regulation 6.;
- 5.8.2 copy labels from containers used for storage handling and disposal of carcinogenics to comply with the requirements of Regulation 7(2A)(h);
- 5.8.3 warning signs identifying designation of areas and installations which may be contaminated by carcinogenics to comply with the requirements of Regulation 7(2A)(h);

- 5.8.4 documents relating to the assessment of the personal protective equipment to comply with Regulation 7(3A);
- 5.8.5 documents relating to the maintenance and replacement of personal protective equipment to comply with Regulation 7(3A);
- 5.8.6 records of maintenance procedures for personal protective equipment to comply with Regulation 7(3A);
- 5.8.7 records of tests and examinations of personal protective equipment to comply with Regulation 7(3A);
- 5.8.8 documents providing information, instruction and training in relation to the personal protective equipment to comply with Regulation 7(3A);
- 5.8.9 instructions for use of personal protective equipment to include the manufacturers' instructions to comply with Regulation 7(3A);
- 5.8.10 air monitoring records for substances assigned a maximum exposure limit or occupational exposure standard to comply with the requirements of Regulation 7;
- 5.8.11 maintenance examination and test of control measures records to comply with Regulation 9;
- 5.8.12 monitoring records to comply with the requirements of Regulation 10;
- 5.8.13 health surveillance records to comply with the requirements of Regulation 11;
- 5.8.14 documents detailing information, instruction and training including training records for employees to comply with the requirements of Regulation 12; and
- 5.8.15 labels and health and safety data sheets supplied to the employers to comply with the CHIP Regulations.

5.9 The Construction (Design and Management) Regulations 2007

The Service Provider shall provide to the Authority upon request:

- 5.9.1 notification of a project form to comply with the requirements of Regulation 21;

- 5.9.2 the construction phase plan to comply with requirements of Regulation 23;
- 5.9.3 the health and safety file to comply with the requirements of Regulations 17, 18, 20 & 22;
- 5.9.4 information and training records provided to comply with the requirements of Regulation 13; and
- 5.9.5 records of advice from and views of persons at work to comply with the requirements of Regulation 24.

5.10 Pressure Systems and Transportable Gas Containers Regulations 1989

The Service Provider shall provide to the Authority upon request:

- 5.10.1 information and specimen markings provided to comply with the requirements of Regulation 5;
- 5.10.2 written statements specifying the safe operating limits of a system to comply with the requirements of Regulation 7;
- 5.10.3 a copy of the written scheme of examination required to comply with the requirements of Regulation 8;
- 5.10.4 examination records required to comply with the requirements of Regulation 9;
- 5.10.5 instructions provided for the use of operator to comply with Regulation 11;
- 5.10.6 records kept to comply with the requirements of Regulation 13; and
- 5.10.7 records kept to comply with the requirements of Regulation 22.

5.11 Lifting Operations and Lifting Equipment Regulations 1998

The Service Provider shall provide to the Authority upon request records kept to comply with the requirements of Regulation 6.

5.12 The Noise at Work Regulations 1989

The Service Provider shall provide to the Authority upon request:

- 5.12.1 any risk assessment records required to comply with the requirements of Regulations 4 and 5;
- 5.12.2 manufacturers' literature in respect of all ear protection made available to the claimant to comply with the requirements of Regulation 8; and
- 5.12.3 all documents provided to the employee to comply with Regulation 11.

5.13 Construction (Head Protection) Regulations 1989

The Service Provider shall provide to the Authority upon request:

- 5.13.1 the pre-accident assessment of head protection required to comply with Regulation 3(4); and
- 5.13.2 the post-accident re-assessment required to comply with Regulation 3(5).

5.14 The Construction (General Provisions) Regulations 1961

The Service Provider shall provide to the Authority upon request:

- 5.14.1 reports prepared following inspections and examinations of excavations etc. to comply with the requirements of Regulation 9.

5.15 Gas Containers Regulations 1989

The Service Provider shall provide to the Authority upon request:

- 5.15.1 information and specimen markings provided to comply with the requirements of Regulation 5;
- 5.15.2 written statements specifying the safe operating limits of a system to comply with the requirements of Regulation 7;
- 5.15.3 copy of the written scheme of examination required to comply with the requirements of Regulation 8;
- 5.15.4 examination records required to comply with the requirements of Regulation 9; and
- 5.15.5 instructions provided for the use of operator to comply with Regulation 11.

6. MOTOR VEHICLE CLAIMS

The Service Provider shall provide the Authority with the information and documents in respect of Motor Vehicles Claims which are Pre-Service Commencement Date Third Party Claims which the Authority may request under paragraph 3 for Public Liability Claims and paragraph 4 for Employer's Liability Claims.

7. LIABILITY AMOUNT

7.1 The Authority shall withhold from the Service Provider one twelfth (1/12) of the Liability Amount by twelve (12) equal instalments from the Monthly Unitary Charge during Year 25 the first instalment to be paid on the 24th anniversary of the Service Commencement Date. In the event that the Contract is terminated prior to the Expiry Date the Service Provider shall pay the Liability Amount in full on the Termination Date.

7.2 The Liability Amount shall comprise the total of:-

7.2.1 the aggregate value of Highway Claims paid and Highway Claims for which a reserve is made by the claims handler as ascertained under paragraph 7.3; and

7.2.2 fees payable to a claims handler to provide advice in respect of Highway Claims ("**Claims Handling Fees**") as ascertained under paragraph 7.4;

provided that:

7.2.3 the values and fees in paragraphs 7.2.1 and 7.2.2 fall within the self retained deductible for insurance purposes; and

7.2.4 the Highway Claims relate to incidents for which the Service Provider or a Service Provider Party is responsible during the Service Period.

7.3 The aggregate value of Highway Claims paid and Highway Claims for which a reserve is made by the claims handler shall be ascertained as follows:

7.3.1 subject to paragraph 7.3.2, the aggregate amount of Highway Claims paid and Highway Claims for which a reserve is made by the claims handler for all of Years 17, 18 and 19 as defined by columns A and B of the Relevant Period

Table below, divided by three (3) and multiplied by three point fifty two (3.52);

- 7.3.2 where the Contract has been terminated prior to the Expiry Date then the relevant three (3) Years shall be n-6, n-7, and n-8 where Year n is the Year preceding the Year in which the Contract was terminated;

Relevant Period Table		
Year no.	Period covered	
A	B	
17	From the 16th anniversary of the Service Commencement Date until the 17th anniversary of the Service Commencement Date	
18	From the 17th anniversary of the Service Commencement Date until the 18th anniversary of the Service Commencement Date	
19	From the 18th anniversary of the Service Commencement Date until the 19th anniversary of the Service Commencement Date	
21	From the 20th anniversary of the Service Commencement Date until the 21st anniversary of the Service Commencement Date	
22	From the 21st anniversary of the Service Commencement Date until the 22nd anniversary of the Service Commencement Date	

- 7.3.3 the sums claimed in Highway Claims shall include any loss in respect of a Highway Claim that is payable including without limitation:

7.3.3.1 payments made to the Compensation Recovery Unit or any successor body;

7.3.3.2 payments made to the National Health Service;

7.3.3.3 legal costs of third parties including success fees; and

7.3.3.4 fees of consultants, loss adjusters, and persons undertaking surveillance work;

- 7.4 Claims Handling Fees shall comprise such payments as are either:

- 7.4.1 due under a claims handling agreement which is assigned to the Authority under clause 67.3 (*Assignment of Rights, etc*); or
- 7.4.2 where there is no handling agreement assigned it shall comprise one hundred and eighty seven pounds (£187) Indexed multiplied by the aggregate number of Third Party Claims made in Years 21 and 22 from column A of the Relevant Period Table above and divided by two (2) and multiplied by three point thirty two (3.32) subject to paragraph 7.4.3;
- 7.4.3 where the Contract has been terminated then the relevant two (2) Years shall be n-3 and n-4 where Year n is the Year preceding the Year in which the Contract was terminated.
- 7.5 The Authority shall take the risk of the Liability Amount being insufficient to satisfy Highway Claims following the Expiry Date and shall, following the Expiry Date, be responsible for all Loss arising from Third Party Claims.

