

Claims

Claims handover

1. The responsibility of each party in respect of the handling of any Claim which occurs or is handled prior to the Commencement Date, or between the Commencement Date and the End Date shall be as specified in the following table. Where and to the extent that the Contractor is responsible for the handling or settlement of any Claim, this Schedule shall apply, and the Contractor shall co-operate with all other parties in the provision of any information or support reasonably required for the purposes of handling and/or settling any Claim.

	Claim occurring and concluded prior to the Commencement Date	Claim occurring prior to the Commencement Date but concluded between the Commencement Date and the End Date	Claim occurring between the Commencement Date and the End Date and concluded on or before the End Date	Claim occurring between the Commencement Date and the End Date and not concluded by the End Date
Claims, other than Third Party Claims, up to £15k	Claim handled and paid by Amey LG Limited	Claim handled by Amey LG Limited, and transferred to the Contractor, on commencement of this Contract, with any payment to be approved by the Authority and paid by funds received from the Authority	Claim handled by the Contractor with any payment to be approved by the Authority and paid by funds received from the Authority	Claim funded by the Authority and initially handled by the Contractor until transfer to [any Successor Contractor]
Claims, other than Third Party Claims from £15k to £50k	Claim handled by the Project Claims Adviser and paid by Amey LG Limited	Claim handled by Gallagher Bassett and paid by funds from the Authority	Claim handled by Gallagher Bassett and funded by the Authority	Claim funded by the Authority and initially handled by Gallagher Bassett until transfer to [any Successor Contractor]
Claims, other than Third Party Claims, over £50,000	Claim handled by the Client's insurers and paid by the Client's Insurers with £50,000 excess paid by Amey LG Limited	Claim handled and paid by the Client's insurers with £50,000 excess funded by the Authority	Claim handled and paid by the Client's insurers with £50,000 excess funded by the Authority	Claim handled and paid by the Client's insurers with £50,000 excess funded by the Authority
Third Party Claims	As above for the relevant cost bracket of the claim	As above for the relevant cost bracket of the claim but where such claim arises from any performance, non-performance or negligence of Amey LG Limited, recovery may be sought from Amey LG Limited	As above for the relevant cost bracket of the claim but where such claim arises from any performance, non-performance or negligence of Amey LG Limited, recovery may be sought from Amey LG Limited	As above for the relevant cost bracket of the claim but where such claim arises from any performance, non-performance or negligence of Amey LG Limited, recovery may be sought from Amey LG Limited

General – Third Party Claims

2. The Contractor shall administer Third Party Claims on behalf of the Authority and the Client (either received directly by the Contractor or from the Authority or the Client) as set out in this Schedule 15
3. The Contractor shall notify the Authority of all Third-Party Claims on no less than a quarterly basis.
4. In relation to each Third Party Claim, the Contractor shall:
 - a. provide the Authority with such available and relevant details, documentation, correspondence and information as the Authority may reasonably request;
 - b. investigate fully the circumstances surrounding the Third-Party Claim, and report the findings of such investigation to the Authority;
 - c. prepare or procure the preparation of any witness statements requested by the Authority from the Contractor and the Contractor Party's agents or employees;
 - d. gather and collate evidence related to the Third Party Claim;
 - e. procure that any of the Contractor Party's employees and / or agents who may be called as witnesses are made available to attend any trial, hearing or court when needed;
 - f. attend any meeting that the Authority reasonably requests, including any meetings with the person bringing the Third Party Claim; and
 - g. give any other assistance reasonably requested by the Authority.
 - h. where any Third Party Claim is to be handled by the Client's insurer's or the Authority's insurers liaise with such insurer and provide such evidence as may be reasonably required.
5. The Contractor shall provide the assistance under paragraphs [2 to 6] (inclusive) of this schedule 15 (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.
6. The Contractor shall conduct all Third Party Claims in a manner that will not bring the name of the Authority into disrepute.
7. The Contractor shall keep the Authority fully informed and consult with it about material elements of the conduct of the claim.
8. The Contractor shall not settle any Third Party Claims without the prior consent of the Authority, such consent not to be unreasonably withheld or delayed, and where any such claim is the responsibility of an insurer pursuant to paragraph 1 below, shall provide all such assistance as such insurer may reasonably require in accordance with
9. Notwithstanding the provisions of this Schedule 15, where and to the extent that any Third Party Claim has arisen due to the performance, non-performance or negligence of the Contractor, such Third Party Claims shall be for the Contractor's own account.

Claims against Third Parties for damage to the Project Network

10. The Contractor shall use reasonable endeavours to pursue any Insurance Recovery Claim it identifies which is:
 - a. in excess of £500; and
 - b. where the Insurance Recovery Claim has a reasonable prospect of success,or otherwise where the Contractor is expressly instructed to pursue such Insurance Recovery Claim by the Authority or the Client.
11. If either the Authority or the Client serves or receives any notice, demand, letter or other

document concerning any Insurance Recovery Claim such Party shall give notice in writing to the other parties as soon as reasonably practicable and in any event within twenty (20) Business Days of service or receipt of such document, and shall supply a copy of the relevant document to the other Parties.

12. Where it appears that the Authority is or may become entitled to recover any amount arising out of the Insurance Recovery Claim, the Contractor shall take conduct of any claim, dispute, compromise or appeal of the claim and of any incidental negotiations and the Authority and the Client shall give the Contractor all reasonable co-operation, access and assistance for the purposes of considering and pursuing such claim.
13. With respect to any Insurance Recovery Claim conducted by the Contractor:
 - a. the Contractor shall keep the Authority fully informed and consult with it about material elements of the conduct of the claim;
 - b. the Contractor shall not bring the name of the Authority into disrepute; and
 - c. the Contractor shall not settle such claims without the prior consent of the Authority, such consent not to be unreasonably withheld or delayed.
14. The Authority shall be free to settle or discontinue any claim on such terms as it may in its absolute discretion think fit and without prejudice to its rights and remedies under this Contract if:
 - a. the Contractor is not entitled to take conduct of the claim;
 - b. the Authority notifies the Contractor of its intention to take conduct of the relevant claim.
15. The Contractor shall pay to the Authority all amounts recovered pursuant to any Insurance Recovery Claims.

Public Liability Claims

16. The Contractor acknowledges that the Authority and the Client have insurance in place in respect of its public liability risk.
17. The Contractor shall provide such documents as may reasonably be requested by the Authority or its insurers in connection with a Third Party Claims which shall include without limitation:
 - a. HAIR or similar to include inspection records of the location for at least twelve (12) Months pre accident date (save where such records have not been provided to the Contractor by its predecessor);
 - b. records of complaints and other accidents for the locality;
 - c. digital photographs of the accident location comprising short and long distance photographs from various angles;
 - d. accident location maps;
 - e. minutes of any committee or sub-committee of the Authority which have specified practices to be undertaken by the Authority;
 - f. policies of the Authority which specify when works are to be undertaken on the Project Network;
 - g. procedures of the Authority in respect of the undertaking of works on the Project Network;
 - h. maintenance records including records of independent contractors and Statutory Undertakers working in relevant areas;
 - i. 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 (save where such records

have not been provided to the Contractor by its predecessor);

- j. details of repairs arranged after site visit.
18. When a Highway Claim which is submitted, the Contractor shall arrange for a Highway Accident Site Investigator to visit accident locations to undertake the following for the Authority and its insurers:
- a. provide the HAIR;
 - b. collate all the information referred to in paragraph 16;
 - c. submit all such information to the Authority's insurance office.
19. Such visits shall include, if necessary, meeting the claimant and/or their legal representatives.
20. The Contractor shall ensure that the performance of its obligations under paragraphs 17 and 18 above comply with the time limits specified in the Civil Justice Act (Woolf protocols).
21. The Contractor shall ensure that Highway Accident Site Investigators shall:
- a. 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.
 - b. attend court as required by the [Authority and the Client] or its insurers to give evidence.
22. The Contractor shall arrange for the signature of such court documents as may reasonably be required by the Authority, the Client or their respective insurers which relate to incident report and disclosure of documents.
23. The Contractor shall provide the Authority's and/or the Client's insurers with such assistance as may reasonably be required either in writing or at a meeting which may include without limitation:
- a. clarification of a particular document or an abbreviation used;
 - b. the provision of specific contact names from any Contractor or Contractor Party's dedicated claims team dealing with all matters concerning Highway Claims;
 - c. in respect of Highway Claims relating to gritting on the Project Network, all relevant documents including:
 - d. winter maintenance policies;
 - e. gritting routes;
 - f. driver records of which areas/roads were gritted on a particular run(s);
 - g. weather forecasting predictions including details of decision making as to whether or not to grit; and
 - h. the time when gritting commenced.
24. In respect of Highway Claims relating to spillages on the Project Network, details of:
- a. the date the Contractor first became aware of the spillage;
 - b. the action taken by the Contractor to remedy the spillage either internally or by using external contractors;
 - c. 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.
25. In respect of Highway Claims relating to gully cleansing, street lighting, street furniture, traffic signals, private footpaths and public rights of way the Contractor shall provide similar information to that specified in paragraphs 16 to 22 above (inclusive).

26. In respect of Highway Claims relating to tree roots the Contractor shall provide the following information to the Authority and its insurers:

- a. confirmation as to whether the relevant tree was planted pre 1925 and the evidence for this to the extent such evidence is available;
- b. if the relevant tree was on the Project Network;
- c. 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;
- d. any previous complaint received in connection with the relevant tree;
- e. any history of problems with trees on the Road Section Length on which the relevant tree is located;
- f. digital photographs of the relevant tree and its proximity to the area of damage; and
- g. digital photographs to show evidence of any visible line of a problem between the relevant tree and the damaged property.

Employer's Liability Claims

27. The Contractor shall provide the Authority with such information as the Authority may reasonably request in respect of any Employer's Liability Claim.

Motor Vehicle Claims

28. The Contractor shall provide the Authority such information and documents in respect of Motor Vehicles Claims as the Authority may reasonably request.