

Fuel Delivery and Service Station

Insurance Requirements

1 INSURANCE

- 1.1 Without limiting the obligations or liabilities of the OPERATOR under the Contract, the OPERATOR shall, at its sole cost, obtain and maintain in full force and effect, or ensure the taking out and maintenance during the Contract the following insurances which must be legal and valid in the Kingdom of Bahrain:
- (a) Workmen compensation, health and/or all other social insurance, required for the OPERATOR's employees who are engaged in the work; and related employer's liability cover. The limit of cover should be as required to comply with applicable legal and statutory requirements.
 - (b) Adequate insurance covering loss of or damage to the OPERATOR's property, including equipment owned or hired, including property under the care, custody and control of the OPERATOR.
 - (c) Adequate motor vehicle liability insurance for owned or non-owned units in the care, custody or control of the OPERATOR; with limits of cover as required by applicable legal and statutory requirements.
 - (e) Third party liability insurance covering bodily injury to or death of persons and/or loss of or damage to property of third parties. This policy should include a 'cross liability clause' and should also include cover for sudden and accidental pollution. The minimum amount of cover should be no less than BD 250,000 per occurrence and unlimited in the aggregate.
- 1.2 The Third Party Liability insurance taken out by the OPERATOR shall include BAPCO (including its personnel and affiliates) as co-insured, and shall include a waiver of subrogation in favor of BAPCO (including its personnel and affiliates).
- 1.3 Not less than thirty (30) days' written notice shall be given to BAPCO prior to any cancellation or restrictive modification of the insurance policies.
- 1.4 All insurances taken out by the OPERATOR shall be considered as primary insurances in relation to the insurances arranged by BAPCO.