

**From:** [REDACTED]  
**To:** [Keadby Next Generation](#)  
**Cc:** [REDACTED]  
**Subject:** Rule 17 Letter/ Request for Further Information: National Gas Transmission - response to ExA Question 2.0.6 [ES-CLOUD\_UK.FID3435153]  
**Date:** 09 June 2026 15:58:20

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Dear Sir/ Madam

Thank you for the opportunity to submit further information regarding the paragraphs in the Provisions for the Protection of National Gas Transmission PLC as Gas Undertaker that remain under discussion, in respect of the Application by Keady Next Generation Limited for an order granting development consent for the Keadby Next Generation project (“the Application”).

**NGT response to Question 2.0.6**

The Keadby 3 (Carbon Capture Equipped Gas Fired Generating Station) Order 2022 (the “2022 Order”) included at Schedule 10, Part 1, Provisions for the Protection of National Grid as Electricity and Gas Undertaker. Since that time, National Grid Gas has been reorganised to form National Grid Transmission Limited (“NGT”) – a separate entity from the electricity undertaking. On the basis that the protective provisions in the 2022 Order had different application to the current case, they are not directly comparable. However, in terms of the provisions that remain under discussion between NGT and the Applicant NGT there are useful parallels and the following points are relevant:

**Definition of “acceptable insurance”**

In respect of the Application, NGT seek acceptable insurance to be in place in advance of the commencement of the construction of the Authorised Works and to apply after the construction of the Authorised Works, in respect of any use and maintenance of the Authorised Works (so far as they constitute Specified Works), in the amount of £50million. NGT seeks such insurance policy to cover pollution / contamination event with a limit of indemnity of not less than £10million per occurrence or series of occurrences arising out of one event or £20million in aggregate.

At issue is:

- (i) the level of third party liability cover, which the Applicant seeks to reduce from £50million;
- (ii) the extent of cover which the Applicant seeks to limit to the construction period only; and
- (iii) the application of pollution insurance which the Applicant seeks to apply to “sudden and accidental” (as opposed to wider application to any pollution event).

The 2022 Order Schedule 10 Part 1 includes provision for insurance policy to be in place in advance of the commencement of the construction of the authorised works. The level of policy cover in that case is £100million, and the extent of cover applies to the construction period. There is not any qualification to the extent of pollution cover.

NGT consider that the 2022 Order supports its position, which is that third party liability policy cover in the dDCO NGT Protective Provisions is appropriately £50million. As NGT has demonstrated over the course of the Examination, the extent of the interface of the proposed works with NGT assets and infrastructure justifies this cover and this position is supported by the 2022 Order which includes cover of £100million for gas and electricity undertakings together. Logically, this stands as precedent that the gas undertaking alone is justified £50million insurance cover.

Similarly, NGT look to the 2022 Order as a precedent that the scope of the pollution cover should not be limited.

As regards the final point – NGT remain of the view that it is appropriate that the insurance policy remains in place over the use and maintenance of the authorised works to the extent that they are specified works. The NGT asset in proximity to the proposed works is a high-pressure gas main – and the implications of any damage to it is significant in terms of supply as well as cost. It is appropriate that this risk is covered by insurance to be put in place by the Applicant on the face of the dDCO.

Kind regards

Juliet Clark

**Submitted on behalf of National Gas Transmission PLC.**

[REDACTED]

Legal Director  
Parliamentary and Infrastructure Consenting



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