

Keadby Next Generation Power Station Project ("the Proposed Development") – National Gas Transmission Plc Response to ExA Request for Information

We represent National Gas Transmission plc ("**NGT**") in this Examination. NGT continues to engage constructively with Keadby Next Generation Limited ("**the Applicant**") in relation to the Protective Provisions. The parties are very close to agreement and discussions remain ongoing in relation to a limited number of points concerning the scope and duration of the insurance provisions.

Insurance cover following construction

NGT maintains the position set out in its Written Representation (WR) and Rule 17 Letter/ Request for Further Information: National Gas Transmission - response to ExA Question 2.0.6 on 9 June 2026, regarding the requirement for insurance to remain in place following construction in respect of the use and maintenance of specified works. As explained in those submissions, NGT considers that, given the proximity of the authorised development to its high-pressure gas infrastructure, insurance protection should continue beyond the construction phase where specified works remain capable of affecting NGT apparatus.

The Applicant's position, as set out Document 8.16 (Applicant's Response to Rule 17 Letter dated 19 May 2026 Rev.0), is that insurance should be limited to the construction period only and it has relied on the Keadby 3 DCO as precedent for that approach.

As explained in representations during the Examination, NGT is the owner and operator of the national gas transmission network and has statutory duties in relation to the safe and secure operation of that network and the customers it serves. NGT therefore considers that the relevant risk does not fall away on completion of construction and that appropriate insurance protection should remain in place for specified works which may continue to interact with or affect NGT apparatus during operation and maintenance activities. The risk to NGT is therefore that, if damage occurs following construction in circumstances connected to the use or maintenance of specified works, there would be no insurance protection available under the protective provisions.

Pollution and Contamination Cover

NGT also maintains the position set out in its Written Representation (WR) and Rule 17 Letter/ Request for Further Information: National Gas Transmission - response to ExA Question 2.0.6 that pollution cover should not be limited to "sudden and accidental" events. NGT considers that such wording materially narrows the scope of the available protection and does not appropriately reflect the risks associated with works carried out in proximity to strategic gas transmission infrastructure and apparatus.

The Applicant's position, as set out in Document 8.16 (Applicant's Response to Rule 17 Letter dated 19 May 2026 Rev.0), is that the wider wording is too onerous and therefore seeks to qualify the provision by reference to "*sudden and accidental*" events only.

NGT considers that restricting the insurance in this way creates a risk that pollution incidents falling outside that narrower definition may not benefit from the insurance protection sought through the Protective Provisions. In particular, NGT is concerned that gradual pollution events, such as leaks, contamination, or any environmental damage arising from ongoing works in proximity to its apparatus, would fall outside the scope of "*sudden and accidental*" cover, leaving NGT without adequate insurance protection in circumstances where the risk to high-pressure gas infrastructure may be most significant.

NGT will continue to keep the Examining Authority updated on progress.