

ORDER FORM AND CALL OFF TERMS

LOT 5 – COMPENSATION CLAIMS HANDLING AND ASSOCIATED SUPPORT SERVICES

Part 1: Letter of Appointment

Department for Education

██████████
Topmark Claims Management Ltd
9 Blairtummock Place
Panorama Business Village
Glasgow
G33 4ED

21 February 2020

Dear ██████████

Call-Off Contract for the provision of compensation claims handling and associated support services by Topmark Claims Management Ltd, 9 Blairtummock Place, Panorama Business Village, Glasgow, G33 4ED as the Supplier to Department for Education of Sanctuary Buildings, 20 Great Smith St, Westminster, London SW1P 3BT as the Contracting Authority pursuant to the Insurance Services II Framework Agreement (RM3731) dated 01/03/2016 between the Minister for the Cabinet Office acting through Crown Commercial Service as the Authority (1) and the Supplier (2).

1. We refer to the above Insurance Services II Framework Agreement (the “**Framework Agreement**”). For the purposes of this Letter of Appointment:
 - capitalised terms and expressions used in this Letter of Appointment have the same meanings given to them in or pursuant to Clause 1.1 of the Call Off Terms attached to this Letter of Appointment unless the context otherwise requires;
 - where capitalised terms and expressions used in this Letter of Appointment or the Call Off Terms are not defined in the Call Off Terms attached to this Letter of Appointment then they shall have the same meanings given to them in or pursuant to the Framework Agreement;
 - references to Appendices 1, 2 and 3 are references to the appendices to this Letter of Appointment; and
 - Appendices 1, 2 and 3 shall form part of this Letter of Appointment.
2. This Letter of Appointment constitutes an Order issued in accordance with paragraph 7 of Schedule 5 (Call Off Procedure) Framework Agreement. The Supplier in their capacity as a Claims Handler agrees to supply the Contract Services specified in Appendices 1, 2 and 3 in accordance with the terms of this Order and the Call Off Terms annexed hereto for the Call Off Contract Period.
3. The Call Off Commencement Date shall be 01/03/2020.
4. The Call Off Expiry Date shall be 31/08/2021 with the option of a two-year extension in one-year increments.

5. The Supplier's Representative with overall responsibility for the supply of this Call Off Contract Services and for the purposes of this Call Off Contract is [REDACTED]
6. The Contracting Authority's Representative for the purpose of this Call Off Contract is [REDACTED] and any Disputes shall be escalated in accordance with Clause 24.2 of the Call Off Terms
7. The Contracting Authority confirms that the applicable law for this contract shall be the law of England & Wales. Further, this Letter of Appointment and the attached Call Off Terms shall be construed as closely to the intention of the original wording as the chosen law so permits.
8. The Supplier shall:
 - i. supply the Contract Services to the Contracting Authority in accordance with the provisions of the Call Off Contract;
 - ii. comply with all reasonable instructions given to the Supplier and its Staff by the Contracting Authority in relation to the provision of the Contract Services;
 - iii. immediately report to the Contracting Authority's Representative any matters which involve or could potentially involve a conflict of interest;
 - iv. ensure that neither it, nor any of its Affiliates, embarrasses the Contracting Authority or otherwise brings the Contracting Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Contracting Authority, regardless of whether or not such act or omission is related to the Supplier's obligations under this Contract;
 - v. co-operate with the Contracting Authority and the Contracting Authority's other professional advisers in relation to the Contract Services as required by the Contracting Authority; and
 - vi. comply with the Contracting Authority's internal policies in each case as notified to the Supplier in writing by the Contracting Authority and procedures and Government and FCA codes and practices in force from time to time (including policies, procedures, codes and practices relating to staff vetting, security, equality and diversity, confidentiality undertakings and sustainability) and in each case notified to the Supplier in writing by the Contracting Authority. Notwithstanding the above, the Supplier shall comply with the relevant principles of any Contracting Authority policy requirements which are notified to the Supplier by the Contracting Authority (a) to the extent that these requirements are reasonable, proportionate and relevant to the performance of this Call Off Contract and (b) in accordance with and subject to the Supplier's duty to exercise reasonable skill and care in the performance of this Call Off Contract.
9. The Supplier shall not:
 - i. knowingly act at any time during the term of this Call Off Contract in any capacity for any person, firm or company in circumstances where a conflict of interest between such person, firm or company and the Contracting Authority shall thereby exist in relation to the Contract Services;
 - ii. incur any expenditure which would result in any estimated figure for any element of the Contract Services being exceeded without approval in writing by the Contracting Authority; and
 - iii. engage in any conduct which in the reasonable opinion of the Contracting Authority is prejudicial to the Contracting Authority.
10. Both Parties shall take all necessary measures to ensure the health and safety of the other Party's employees, consultants and agents visiting their premises.
11. No variation of this Call Off Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

12. The Supplier shall not do anything or permit to cause anything to be done, which may embarrass the Contracting Authority, damage the reputation of the Contracting Authority or bring the Contracting Authority into disrepute.
13. For the purposes of the definition of Restricted Countries in Clause 1 of this Call Off Contract, the Contracting Authority confirms that the United Kingdom is a non-Restricted Country.
14. For the purposes of this Call Off Contract (including but not limited to Clause 23 of the Call Off Terms), the address of each Party is:

for the Contracting Authority:

Department for Education, Sanctuary Buildings, 20 Great Smith St, Westminster, London SW1P 3BT

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

for the Supplier:

Topmark Claims Management Ltd. 9 Blairtummock Place, Panorama Business Village, Glasgow, G33 4ED

For the attention of: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Contracting Authority to provide the Contract Services.

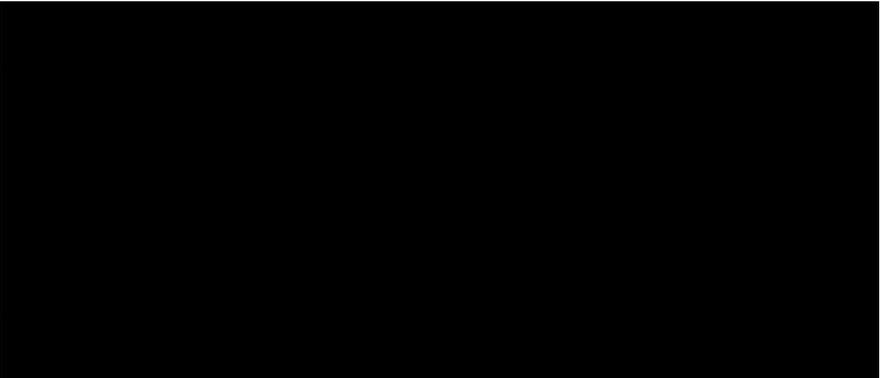
The Parties hereby acknowledge and agree that they have read the Letter of Appointment and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

Please sign and return the attached duplicate of this Letter of Appointment with the acknowledgement signed by an authorised representative of the Supplier.

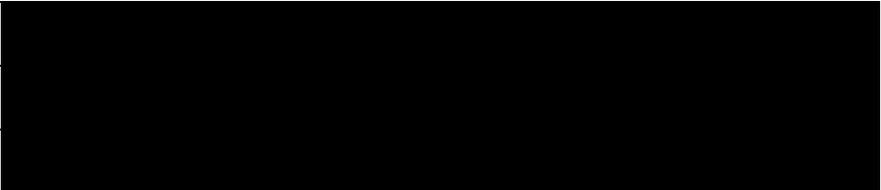
Yours sincerely

For and on behalf of the Department for Education (DfE) as an authorised signatory of the Contracting Authority

For and on behalf of the DfE:

Name and Title	
Signature	
Date	

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

**Appendix 1
Pricing**

The 42 month (18 month primary term plus two 12 month extension options) pricing plan for projected claims handling based on the existing ratecard claims handling charges is summarised below:

TOPMARKS CLAIMS HANDLING COSTS	
Description	TM Cost per claim (ex.VAT)
DIRECTORS & OFFICERS	
PROPERTY (MONEY)	
EMPLOYERS LIABILITY	
PUBLIC LIABILITY (Professional Indemnity)	
EMPLOYEE DISHONESTY	
PUBLIC LIABILITY BODILY INJURY	
PUBLIC LIABILITY PROPERTY DAMAGE	
LEGAL EXPENSES	
TRAVEL	
PROPERTY BUILDINGS	
PROPERTY CONTENTS	
BUSINESS INTERRUPTION	
NON-UK TRAVEL	
CULTURAL ASSETS	
RESILIENCE - REACTIVE	

TOPMARKS OTHER COSTS	(ex.VAT)
PRE TRAVEL ADVICE (Monthly Fixed Fee)	
RESILIENCE – PROACTIVE (per case)	
RESILIENCE – HISTORICAL (per case)	

CULTURAL ASSET VALUATION HANDLING FEE (per case)	
CULTURAL ASSET VALUATION OTHER COSTS	

Service Level Agreement

This document outlines the timescales and spirit in which claims will be handled by the Third Party Administrator (TPA) for the Department for Education's (DfE's) Risk Protection Arrangement (RPA) and Risk Protection Arrangement for LocatED (RPL). This document will form the basis of any claims handling audit which will take place.

1. General

- 1.1 The TPA will ensure that RPA Members are adequately supported through the claims process and that their claims are dealt with equitably.
- 1.2 The TPA will adhere to a customer care charter in all of their dealing with Members.
- 1.3 The TPA will provide for suitable, experienced and sufficient staff to administer the Risk Protection Arrangement (RPA).
- 1.4 The TPA shall employ systems and processes to ensure that performance and quality of operations are maintained to a sufficient standard. These would include but would not be limited to:
 - 1.4.1 diary control
 - 1.4.2 supervision / escalation process
 - 1.4.3 internal audit
 - 1.4.4 workflow management control
 - 1.4.5 inventory management
- 1.5 All claims shall be handled in accordance with the Civil Procedures Rules issued by the Lord Chancellor's Department in England and Wales, or as expeditiously as possible and be handled in line with the correct version of the Risk Protection Arrangement Membership Rules applicable to the Member concerned, as Membership Rules differ depending on the type of Member and are also subject to change.
- 1.6 Claims will be handled by the TPA with a delegated authority for settlement up to £100,000. Any amounts above £100,000 must be referred to the RPA inbox: [REDACTED] and be authorised by:
 - 1.6.1 [REDACTED] in the first instance;
 - 1.6.2 [REDACTED] is unavailable;
 - 1.6.3 [REDACTED] if neither of the above is available;
- 1.7 All claimants and Members shall receive prompt, courteous and helpful attention by appropriately trained staff.
- 1.8 The TPA shall act at all times to maintain the reputation of Members and the RPA Administrator.

- 1.9 The TPA will arrange for suitable staff cover and opening times across usual UK business hours of Monday to Friday 09:00 – 17:00 hours.
- 1.10 The TPA will provide for a single dedicated telephone contact facility which also provides for emergency assistance, overseas and out of hours facilities.
- 1.10.1 The telephone number is [REDACTED]
- 1.10.2 The email address is: [REDACTED]
- 1.10.3 The Overseas Travel 24 hour Emergency telephone number is [REDACTED].
- 1.10.4 The DfE owned claims web portal address is: [REDACTED]
- 1.11 All written communications from the TPA shall be clear, courteous, helpful and timely, and identify the appropriate claims handler to contact in the event of a query.
- 1.12 The TPA shall be responsible for all the activities usually associated with claims management process for claims within the RPA, at all times with the view to delivering the best value for money. These activities may include but not be limited to :
- claims intake
 - set up onto system and data recording
 - reserve maintenance
 - communications
 - claim validation
 - Compensation Recovery Unit (CRU) notification
 - decision making in respect of legal liability and application of Arrangement rules
 - identification and reporting of notifiable claims to the RPA Administrator
 - negotiation
 - recovery and contribution
 - effective organisation of the claim handling file
 - maintenance and provision of management information
 - management of supply chain.
- 1.13 The TPA shall provide for, evidence and maintain reasonable and suitable governance as may be required to satisfy the RPA Administrator such as, but not limited to:
- data protection
 - information security
 - business continuity
 - treating claimants fairly
 - conflict of interest
 - complaints process.

2. Claims intake

- 2.1 The TPA will provide for and maintain an online claims notification portal for use of Members and which allows for notification of all claims types covered by the RPA.
- 2.2 The TPA will arrange to collect claims from the Claims Portal on behalf of Members.
- 2.3 Upon notification of a new claim the TPA shall:
 - 2.3.1 Within 2 working days of receipt, register all details on the appropriate claims management system.
 - 2.3.2 Set up and manage a claims portal on behalf of the RPA Administrator, as required under MoJ legal reforms, (unless otherwise agreed);
 - 2.3.3 Capture and record data in line with the agreed requirements of the RPA Administrator; subject to the quality of the information received. The TPA will take reasonable steps to validate such data.
 - 2.3.4 Make initial contact with the claimant or their representative and the Member within three (3) working days unless the claim is identified as 'URGENT', where contact should be made within one (1) working day of receipt.

3. General communications

- 3.1 The TPA shall respond to third party claimant or their representatives in accordance with the Civil Procedure Rules and in any event within ten (10) working days.
- 3.2 Telephone calls from Members to be returned in one (1) working day.
- 3.3 Written enquiries from Members to be returned in two (2) working days.
- 3.4 Urgent Communications: where there is a risk of prejudice or reputational exposure through delay should be responded to within one (1) working day of receipt.
- 3.5 Legal Process will be sent to the nominated solicitor within one (1) working day of receipt along with instructions and relevant case documentation.

4. Diary

- 4.1 The TPA shall maintain a claims diary against all live claims which will be updated to reflect critical junctures in the handling process.
- 4.2 The diary review date will be set when the claim is entered to the system and reviewed at each due date and/or material development.

5. Claim reserving

- 5.1 The TPA will maintain an outstanding reserve provision on all live claims.

5.2 The reserve will be set initially upon input of the claim to the TPA's claims system.

5.3 The reserve will be:

- set to best estimate of final settlement, not worst case.
- reflect the value of the claim gross of any Member retention (where possible)
- reviewed at each point further information is received during the life of the claim
- set to cover all likely exposed heads of damage and costs
- increased to include adverse and extended own costs where litigation is intimated or highly likely
- realistic and remain so through the life of the claim
- reserves and reserve movement will be visible to the RPA Administrator

6. Compensation Recovery Unit (CRU)

6.1 The TPA will where appropriate notify the CRU of claims and maintain the currency of certification. Where appropriate the TPA will challenge certificates.

7. Investigation

7.1 The TPA will assist Members by explaining what information and documentation is required.

7.2 The TPA will provide for investigation of all claims either from the desk top or through field investigation.

7.3 Field investigations will be used for but not limited to:

- all Employers Liability (EL) claims (with the exception of any obvious or strict liability cases)
- any Third Party Liability claim with a potential damages value exceeding £25,000
- site visits requested by the Member and agreed by the TPA
- cases involving suspected fraud
- where detailed statements or incident location information is required
- any case deemed necessary for investigation by the Branch Manager

7.4 The TPA will provide for instructions to outside investigators, when necessary, within five (5) working days receipt of satisfactory information being available to properly undertake investigation.

7.5 Where 'URGENT' cases are identified the instruction will be in one (1) working day. The criteria for urgent cases can be found under the Definitions at the end of this document.

8. Supply chain

8.1 The TPA will utilise the supply chain and other suppliers including but not limited to:

- medical experts
- rehabilitation services
- solicitors
- loss adjusters
- rehabilitation specialists
- arboriculturists
- investigators
- engineers
- forensic accountants
- social care experts
- educational consultants
- flood resilience experts
- crime resilience experts
- risk management experts
- cultural assets experts including valuation and restoration specialists.

8.2 The TPA will utilise the supply chain in accordance with notification thresholds pre agreed with the RPA Administrator.

8.3 The TPA will assist the RPA Administrator in the development of appropriate Service Level Agreements (SLA) and will manage the supply chain in accordance with any such agreed SLAs.

8.4 SLAs will reference such matters as, but not limited to: fees, report frequency, content and response times.

9. Closure

9.1 Claims will be closed upon finalisation of all payments and recovery efforts.

9.2 Where claims are repudiated to a third party or communication for the third party stops, the files will be closed after six (6) months of inactivity.

9.3 Upon closure, outstanding reserves will be reduced to nil.

10. Notifiable claims

10.1 The TPA shall notify in writing to the RPA Administrator or its appointed representative within two (2) working days of knowledge of any claim defined as 'Notifiable.'

10.2 The notification should set out by way of Detailed Status Report the TPA's observations, recommendations and the instructions that they seek from the RPA Administrator.

10.3 Where notification is in regard to the extent of the provision of the RPA Membership Rules or where fraud is suspected then the TPA will follow the process as outlined in the RPA Rules.

11. Management information

11.1 The TPA shall provide to the RPA Administrator or its appointed representative the management information as follows:

- Monthly Claims Handling Summary Report within 5 working days of end of month
- Monthly Bank Statements within 5 working days of end of month
- Annual Contract Summary Report within 10 working days of the end of the contract year

12. Audit

12.1 The TPA shall provide full co-operation with any audit process by the RPA Administrator or its appointed representatives. Compliance with the SLA will be evidenced through audit activity as required contractually.

13. Contract Review meetings

13.1 Quarterly Contract Review Meetings will be held between the RPA Administrator and the TPA which are to be arranged and administered by the TPA.

14. Complaints process

14.1 The TPA will have in place a complaints process which will be communicated to Members.

14.2 In the event of a complaint by a Member about the TPA's handling of a claim this is to be put in writing at first instance to the TPA.

14.3 The TPA will acknowledge receipt of the complaint within two (2 working days of receipt).

14.4 The acknowledgement will identify the person dealing with the complaint, or advise the person making the complaint to whom their complaint should be redirected and advise when they can expect to receive a response.

14.5 The TPA will maintain a log of such complaints for the RPA Administrator.

14.6 The TPA will respond formally to any such complaint within fifteen (15) working days of receipt.

14.7 If there is any reason why these timescales cannot be met, this will be communicated to the complainant.

- 14.8 The response will outline the findings and any action taken, for example, that an investigation has been carried out.
- 14.9 Where a complaint remains unresolved at TPA branch management level the Member can elect for it to be escalated to the Managing Director of the TPA in the final instance for review.
- 14.10 Where a complaint is so escalated it will be acknowledged in five (5) working days of receipt with a formal response provided within ten (10) working days of receipt.
- 14.11 If the Member does not accept the response to its complaint from the TPA, it should forward details in writing to the RPA Administrator.

15. Definitions

15.1 Urgent claims

Urgent claims are those which involve:

- significant damage /or loss of property where operations are significantly affected
- major injuries
- serious assaults/fatality
- allegations or knowledge of abuse
- pollution incidents
- media/MP involvement
- a suspected terrorist incident
- an Overseas Travel claim.

15.2 Notifiable Claims

Notifiable claims are those which involve:

- Urgent claims
- Claims where the TPA deems that the Arrangement membership rules will not apply
- Claims where there is a reasonable suspicion of internal or external fraud
- Claims where a conflict of interest is identified
- Claims involving any subsidiary business of a Member
- Where the reserve exceeds £50,000 at any point

16. Risk Protection Arrangement for LocatED (RPL)

16.1 TPA Services for RPL

- 16.1.1 LocatED Property Limited (LocatED) is a current RPA Member and receives risk protection cover from the DfE via the RPA Administrator. They have separate membership rules that detail the specific DfE Risk Protection Arrangement for

LocatED (RPL). The RPL membership rules are reviewed and amended from time to time by the RPA Administrator, as necessary.

16.1.2 Whilst LocatED remain an RPA Member the TPA will provide them with the claims handling and associate services, as detailed within this Call Off Contract. However, as LocatED have different attributes to other RPA Members the process to be followed for them to raise a claim and for pay out of claims will differ, as set out within this section 16.

16.2 RPL/LocatED Background

16.2.1 The Department created a separate legal entity, LocatED Property Ltd (LocatED), which became operational in November 2016. Its purpose is to advise the Department and/or ESFA regarding the acquisition, disposal and development of mixed-use free school sites. Key facts around the works of LocatED*:

- LocatED Property Limited is an “NDPB”, non-departmental public body.
- As a company, LocatED’s sole shareholder is the Secretary of State for Education (SoS).
- LocatED has 4 functions: (i) acquisitions, (ii) asset management, (iii) mixed use and (iv) advice and can be commissioned by the Education and Skills funding agency (ESFA) on any of these service lines.
- The ESFA is an executive agency of the Department of Education (DfE) and any ESFA agreements or land titles are typically made in the name of the SoS.
- On acquisitions, LocatED’s team seek properties as required for and on behalf of the SoS/DfE/ESFA but ultimately all properties are purchased in the name of SoS who is the owner and landlord.
- On asset management, LocatED supervise and manages the SoS’s contractors and consultants to deliver the SoS’s landlord obligations across the SoS’s portfolio and ensure the management of commissioned portfolio properties.
- On mixed use, LocatED supervise and manages the SoS’s contractors and consultants to deliver education led mixed use property schemes.
- On advice, LocatED can be commissioned to provide the ESFA with ad hoc property advice for the portfolio.

*scope of work may be subject to change.

16.2.2 The Risk Protection Arrangement for LocatED (RPL) is a self-insure arrangement between LocatED and the DfE to cover losses that may arise for LocatED risks, as defined in the RPL membership rules.

16.3 RPL Claims Process

16.3.1 Currently LocatED fill in a manual claims handling form and notify the RPA Administrator via email.

16.3.2 The RPA Administrator reviews and forwards the form to the TPA to handle as per the RPL rules in line with this SLA. This process may be subject to change should the TPA and RPA Administrator together agree such changes.

16.3.3 How the claim is paid out (payment method) differs from normal, para 16.4.3 refers.

16.4 RPL Claims Management

16.4.1 The TPA shall handle any claims by the Member (LocatED) under the RPL rules the same as any other Member as per this Call Off Contract and SLA (subject to 16.4.4).

16.4.2 The RPL rules are subject to change. The TPA must check and ensure they use the correct version of the rules when processing claims.

16.4.3 With regards to the re-instatement and subsequent payment method(s) this is subject to change given the complexities of the LocatED estate and the stage of their particular redevelopments.

16.4.4 At every claim handling stage all LocatED cases require the Administrator's approval.

16.5 RPL Management Information

16.5.1 The TPA should include LocatED claims within the normal monthly MI produced.

16.5.2 LocatED claim cases to be referred to on the MI as 'LocatED' in the 'Academy Name' column and to have the unique reference number provided by DfE at the time of notifying the claim shown in the 'URN' column.

17. Cultural Assets

17.1 Cultural Asset Definitions

"Antique"	means an old collectable item desirable because of its age, beauty, rarity, condition, utility or other unique features. An object that represents a previous era or time period in human society.
"CA"	means Cultural Asset.
"Collectable"	means an object regarded as being of value or interest to a collector.
"Cultural Asset"	means Work of Art, Collectable, Heritage Asset and Antique as defined in this glossary.
"Heritage asset"	means a tangible asset with historical, artistic, scientific, technological, geophysical or environmental qualities that is held and maintained principally for its contribution to knowledge and culture.
"Work of Art"	means Work of art - being a work of art, artwork, art piece, piece of art or art object that is an aesthetic physical item or artistic creation;

17.2 Cultural Asset Claims Handling

17.2.1 The TPA will handle Cultural Asset Claims in line with this Call Off Contract and the claim handling fee detailed in the Letter of Appointment, Appendix 1.

17.3 Cultural Asset – Valuation Service Scope

17.3.1 The TPA will provide a Cultural Asset Valuation Service to RPA Members, on a Member request basis and must be cleared by the RPA Administrator in the first instance.

17.3.2 The TPA will accommodate valuations of individual pieces and multiple pieces on one or more sites as required.

17.3.3 The service will cover all Cultural Asset Valuations with the exception of items :

- a) Purchased within the last 5 years – value equals the purchase price.
- b) A result of a paid artist collaboration within the last 5 years – value equals contracted cost.
- c) Valued professionally within the last 5 years – value equals valued amount.
- d) Owned by other bodies but the responsibility of the RPA Member. The expectation is that the owner will provide the value of the piece for the purposes of risk management by the RPA Member

17.3.3 The valuation service does not include promotional activity. The TPA must seek prior approval from the RPA Administrator if they or their subcontractors are considering any promotional activity relating to Cultural Assets in respect of RPA

17.4 Cultural Asset Valuations

17.4.1 Valuation requests will be raised by the Member who will complete and submit the online Cultural Asset Valuation Form. This will provide the TPA with details of the assets for valuation including description, site location, artist's details, approximate age, measurements, visible damage, and detailed photographs.

17.4.2 The TPA will forward copies of all new requests to the RPA Administrator.

17.4.3 There will be three types of valuation the TPA will provide, which will be applied in the following order of preference, as the circumstances allow following the RPA Administrator's prior approval:

a) **Desktop Valuation**

- a. Upon receipt of the Member valuation request the TPA will pass the Cultural Asset Valuation Form to their agreed Subcontractor who will then assign an expert from their team of over 30 auction-qualified valuers. This expert field covers all categories of cultural assets.

- b. To arrive at a value based on a replacement or like-for-like secondary market value at which the asset should be insured, each item will be fully researched and cross-referenced against auction house results, biographical references, art and antique websites including 'ArtNet', 'ART Price' and 'Blouin-Artinfo'.

b) Desktop Valuation with Evidence

- a. Should the Member provide insufficient information to allow a thorough Desktop Valuation to be carried out, the Subcontractor will contact the Member directly and request the additional information required to facilitate further research (e.g. additional documentation, receipts, photographs).

c) Site Visit Valuation

- a. Should the Member not be able to prepare and supply any information that the Subcontractor requires, and subject to prior written approval from the RPA Administrator, the Subcontractor will arrange a Site Valuation.
- b. On the occasion that the Subcontractor requires to seek expert third-party knowledge for assets then, prior to any undertaking, the Subcontractor will advise the TPA/RPA Administrator accordingly and obtain authorisation and fee approval.
- c. During a Site Valuation appointment, the Subcontractor's experts may offer, at no additional cost, advice with regards to correct hanging, secure storage and display, "Smart Water" and other anti-theft solutions, registrations, and asset management.
- d. Following authorisation from the RPA Administrator, assets of significant cultural importance will be subjected to a thorough evaluation and recommendations made in respect of preventative conservation.

17.4.4 On the completion of the RPA Cultural Assets Valuation, copies of the detailed report and valuation will be given to the Member, TPA and RPA Administrator setting out the valuation, the rationale for the valuation, and any recommendations for maintenance or placement. The same report should also contain any areas of concern which require escalation to the RPA Administrator. Should an individual asset valuation exceed the RPA limit of £10,000, then the Subcontractor will advise the Member that it is the Member's responsibility to procure commercial insurance. A "Formal Valuation Letter" may be requested by, and charged to, the Member (at the rate shown in para 17.6).

17.5 Cultural Asset Valuation Service Levels

17.5.1 Below are the service levels that the TPA agrees to apply for the valuation service they provide:

- a) Request for extra information from Members, where required, to made within 4 working days of receipt of Member valuation request

- b) Estimate to be provide for all valuation requests to the RPA Administrator for prior approval within 4 working days after the Member has provided all the information required.
- c) Valuation report to be issued to the RPA Administrator and Member within 5 working days after receipt of all the information required from the Member.
- d) Site visit to be arranged within 10 working days after receipt of RPA Administrator approval to proceed, subject school/academy holiday closures.

17.6 Cultural Asset Valuation Subcontractor Fees

Charges gross (excluding VAT)		
Valuation Report		Includes 2 hours preparation. Anything above this will be charged at the agreed hourly rate.
Site Visit (per visit)		Includes 2 hours preparation. Anything above this will be charged at the agreed hourly rate.
Per item valuation		Includes 1 hour of research. Anything above this will be charged at the agreed hourly rate.
Mileage (in line with <u>HMRC approved mileage rates</u> , which may be subject to change)		Per mile for the first 10,000 miles per year then XX thereafter is the current rate.
General research valuation		Per hour
Speciality research		Per hour, for rare speciality items.
Formal valuation letter		To be paid by the Member direct, should they request a formal valuation letter

17.7 Cultural Asset Management Information

Quarterly Cultural Asset Valuation Statistics Report

This report is to detail the number of valuations carried out each quarter and the number planned for the next quarter.

SUMMARY FOR QUARTER:		Apr-Jun	Jul-Sep	Oct-Dec	Jan-Feb	YEAR:	
			Started/Requested	Pending/planned	Completed/Report issued		
Number of Valuations	Type A	x		y	z		
	Type B	3x		nil	4z		
	Type C	x		3y	nil		
Totals		5x		4y	5z		
DETAILED BREAKDOWN OF COMPLETED VALUATIONS							

School name	School URN	Number of items	Desktop Valuation	Evidential Desktop Valuation	Site visit or Studio based valuation
School A	123456	1	√		
School B	234567	400			√

Item Valuation report

Report to be produced for each valuation completed to be issued to the RPA member and RPA Administrator

Item Valuation Report													
School	School	Contact	Item	Item	Item								
Name	URN	Details	Category (1)	Type (2)	Detail (3)						Valuation		Observations
					Material	Size	Age	Artist/Author	Description (3)	Image	Amount	Date	(Rationale for valuation, recommended placement, conservation, areas of concern)
School A	12345	Name Email Phone	Antique	Sculpture	Limestone with traces of polychrome	59cm H 20cm W 15cm D	c1550- 1580	Troyes Champagne	Original limestone sculpture of St Jerome		£3,500	30/01/2020	

17.8 Cultural Asset Valuation TPA Handling Fee – see Letter of Appointment, Appendix 1.

18. Resilience Cases

18.1 Resilience Case Definitions

“Flood Resilience”	means flooding as a result of pluvial (surface water or flash floods), fluvial (river, lake or stream) or coastal.
“Crime Resilience”	means identification of pragmatic risk reduction measures following losses and/or damage to schools due to criminal activity.
“Resilience - Reactive”	means a resilience case linked to a claim that the TPA is handling that includes potential resilience opportunities that have been identified by the TPA.
“Resilience - Proactive”	means a resilience case not linked to an existing claim but where potential resilience opportunities have been identified by the RPA Administrator and the TPA has been engaged to support

“Resilience - Historical”	means a resilience case linked to a historical claim where potential resilience opportunities have been identified by the RPA Administrator and the TPA has been engaged to support.
“Payment ONLY”	means a proactive resilience case identified and managed by the RPA Administrator but requiring the TPA to arrange payment to the school.

18.2 Resilience Scope

18.2.1 This SLA relates to Flood and Crime Resilience cases, as defined in the definitions above. Under this Call Off Contract the TPA offers resilience case support to the RPA Administrator and as such may be call on in future to support resilience cases that cover other resilience areas, beyond those related to Flood and Crime, subject to agreement between the RPA Administrator and TPA. The RPA Administrator reserves the right to utilise alternative routes for meeting its resilience needs.

18.3 Resilience - Procurement Compliance

18.3.1 Members must adhere to public procurement regulations and their own inhouse procurement policies when awarding contracts, as such any quotes the TPA obtains on behalf of the Member, for resilience measures that will not be implemented directly via the TPA, will need to be sourced in line with these regulations and policies. The TPA will therefore need to work closely with each Member concerned to ensure quotes are sourced compliantly in line with the Members procurement policies and procedures.

18.4 Resilience – Reactive Targets

18.4.1 The TPA will consider all crime and flood related losses for potential reactive resilience opportunities.

18.4.2 Where opportunities for potential resilience opportunities are identified the TPA (via the appointed loss adjuster) will provide recommendations for resilience work, which should include:

- i. Estimated cost of the claim without resilience measures.
- ii. Quotes for implementing the recommended resilience measure(s), in line with 3a above.
- iii. Narrative on the benefit of the measures in preventing future losses.
- iv. Indication on the level of urgency (i.e. waiting for a decision on the resilience measure(s) will delay the remedial work or the resilience measure(s) are separate to the remedial work).
- v. Loss adjuster report(s) from previous claims relating to the same incident (if applicable).

18.4.3 The TPA will arrange for the following targets to be met:

- i. TPA, via loss adjuster report, informs DfE of resilience measures identified (including the elements highlighted at 4b above) within 3 working days of receipt of the loss adjuster report.

- ii. Resilience measures are implemented alongside existing remedial works if possible. If it is not possible, a timeframe will be agreed between the Member (as the contracting authority), RPA Administrator and the TPA.

18.5 Resilience – Proactive and Historical Targets

18.5.1 RPA Administrator will request the TPA to instruct their loss adjusters to implement the resilience measures recommended in a Flood Risk Assessment or Crime Risk Assessment.

18.5.2 The TPA will arrange for the following targets to be met:

- i. Acknowledge RPA Administrator resilience requests within 3 working days of receipt.
- ii. TPA to instruct loss adjuster to contact and visit the school within 15 working days of receipt of resilience request.
- iii. TPA to inform RPA Administrator if contact cannot be made with school after 10 working days.
- iv. TPA via loss adjuster and Member to provide the RPA Administrator three quotes, sourced in line with 3a above, for the recommended measures (highlighting the preferred quote) within 15 working days of school contact or site visit, whichever is applicable.
- iv. Loss adjusters in conjunction with the Member (as the contracting authority) to instruct the supplier(s) of the successful quote within 5 working days of DfE approval.

18.6 Payment ONLY – Targets

18.6.1 RPA Administrator will ask TPA to pay invoices that the schools have gathered themselves.

18.6.2 These will be for Proactive Resilience cases identified and managed by the RPA Administrator.

18.6.3 TPA to assign a case reference number.

18.6.4 Upon completion of RPA approved Proactive Resilience works the Member will submit a copy/copies of invoice(s) to TPA quoting case reference number.

18.6.5 TPA will arrange for the Member to be paid exclusive of VAT.

18.6.6 The Member (as the contracting authority) will need to pay the VAT element of any related invoice as they will be able to reclaim this back from HMRC

18.7 Resilience Management Information

18.7.1 Resilience management information should be provided to the RPA Administrator on a monthly basis. There should be an individual line for each resilience case on the report and it should include the following information, this is not an exhaustive list:

- i. Whether it is a reactive, proactive or historical case;
- ii. The name of the school;
- iii. The Loss Adjuster assigned to the case;
- iv. The expected date for work to begin;
- v. The actual date that work began;

- vi. The expected completed date;
- vii. The actual completion date.

18.8 Resilience Case Handling Prices - see Letter of Appointment, Appendix 1

19. Pre Travel Advice

19.1 The TPA will provide Pre Travel Advice to Members we just need to say as per the published RPA membership pack: <https://www.rpaclaimforms.co.uk/membership-information-page/>

APPENDIX 3

FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS PART B - SERVICES (LOT 5)

1 INTRODUCTION

- 1.1 The purpose of this Part B specification of requirements Framework Schedule 2 is to provide a description of the Services that the Supplier shall be required to deliver to Contracting Authorities under Lot 5 of this Framework Agreement.
- 1.2 Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Insurance Services. The Services have been divided into the following lots:
- 1.2.1 Lot 1 (insurance and associated support services): (“**Lot 1**”);
 - 1.2.2 Lot 2 (insurance brokerage and associated support services): (“**Lot 2**”);
 - 1.2.3 Lot 4 (insurance brokerage and associated support services for the MoD); (“**Lot 4**”); and
 - 1.2.4 Lot 5 (compensation claims handling and associated support services): (“**Lot 5**”).
- 1.3 All Contracting Authorities (see OJEU Notice for further information) within the UK can access the Framework Agreement to purchase the Services.
- 1.4 This Framework Agreement shall be managed centrally by Crown Commercial Service in its capacity of the Authority.
- 1.5 The Authority is working in partnership with YPO, ESPO and NEPO. The Authority will enter into a commercial agreement with these partners, with defined roles and responsibilities. Once the Framework Agreement is live the Authority will work in partnership with YPO, ESPO and NEPO to manage and promote this Framework Agreement to Contracting Authorities.
- 1.6 The Authority placed a Prior Information Notice (PIN) 2015/S 022-035990 on 31 January 2015 in the Official Journal of the European Union (OJEU).
- 1.7 The procurement has been advertised by publishing a Contract Notice in the OJEU, advertising the Open Procedure under the Public Contracts Regulations 2015 (the “Regulations”).
- 1.8 Following the issue of the PIN, the Authority undertook pre market engagement with the insurance industry. The PIN, industry day slides and questions and answers can be located here:
<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/insurance-services>

2 DESCRIPTION OF LOT 5

- 2.1 Lot 5 of this Framework Agreement relates to compensation claims handling and associated support services for self-insured claims.
- 2.2 This Lot 5 can only be accessed by Central Government Bodies (“the **Contracting Authorities**”).
- 2.3 Should the Department for Education enter into a Call Off Contract under this Lot the Services provided will be in support of its risk protection agreement.
- 2.4 The maximum number of Suppliers which the Authority shall appoint to this Lot 5 is 1.
- 2.5 The scope of the Lot 5 Services is as follows:

Lot 5 Services

Lot 5 is for the provision of compensation claims handling, which includes claims in respect of employer's liability, third party motor claims, uninsured loss recovery, public liability and property damage / loss.

The Supplier is to provide a number of associated support services, as set out in paragraph 3.2.1 of Framework Schedule 2: Services and Key Performance Indicators Part B - Services (Lot 5).

Should the Department for Education enter into a Call Off Contract under this Lot the Supplier will provide Services in support of the Department for Education's risk protection agreement.

The estimated value for Lot 5 excluding VAT is: £4,000,000 GBP.

3 MANDATORY SERVICE DELIVERY REQUIREMENTS

This paragraph provides details of the mandatory requirements that the Supplier shall be required to meet in their entirety in order to provide the Services under this Lot. It is essential that the Supplier takes time to fully understand this important part of the Service delivery requirement. All mandatory requirements below (a) through to (v) shall commence on the Framework Commencement Date. Requirement (w) shall commence on the Framework Commencement Date, or by the 31 March 2016.

Some of the requirements set out below differ for where the Contracting Authority is the Ministry of Defence and where the Contracting Authority is a Central Government Body and, as such, have been split out according to Contracting Authority type.

- a) **Background and Scope Mandatory Requirements** – The Supplier shall provide a claims handling service to the Contracting Authorities. Please refer to paragraph 3.1.
- b) **Associated Support Services Mandatory Requirements** – The Supplier shall offer a range of associated support services to support the Contracting Authorities. Please refer to paragraph 3.2.
- c) **Service and Standards Mandatory Requirements** – The Supplier shall provide the Services in accordance with the standards listed within paragraph 3.3.
- d) **New Claims Mandatory Requirements** – The Supplier shall deliver a smooth and efficient process for processing new claims. Please refer to paragraph 3.4.
- e) **Supplier Remuneration Mandatory Requirements** – The Supplier shall be paid per claim in accordance with paragraph 3.5.
- f) **Closure of Claims Mandatory Requirements** – The Supplier shall ensure claims are closed as quickly and efficiently as possible. Please refer to paragraph 3.6.
- g) **Reserving Mandatory Requirements** – The Supplier shall reserve on a realistic and accurate basis. Please refer to paragraph 3.7.
- h) **Fraudulent Claims Mandatory Requirements** – The Supplier shall work with the Contracting Authorities to identify and dispute fraudulent claims. Please refer to paragraph 3.8.
- i) **Settlement of Claims Mandatory Requirements** – The Supplier shall settle claims based on legal liability. Please refer to paragraph 3.9.
- j) **Claims Deposit Account Mandatory Requirements** – The Supplier shall hold a Claims Deposit Account. Please refer to paragraph 3.10.
- k) **Provisional Damages Mandatory Requirements** – The Supplier shall adhere to the provisional damages requirements outlined within paragraph 3.11.
- l) **Legal Services Mandatory Requirements** – The Supplier shall comply with the legal services requirements outlined within paragraph 3.12.
- m) **Audit of Call Off Contract Mandatory Requirements** – The Supplier shall be subject to audit from the Contracting Authorities. Please refer to paragraph 3.13.

- n) **Disbursements Mandatory Requirements** – Suppliers shall provide the Contracting Authorities with a list of disbursements. Please refer to paragraph 3.14.
- o) **Records and Claims Risk Management Data Mandatory Requirements** – The Supplier shall record data as detailed within paragraph 3.15.
- p) **Management Information (Authority) Mandatory Requirements** - The Supplier shall have the capability and capacity to provide Management Information to the Authority. Please refer to paragraph 3.16.
- q) **Contracting Authorities' Reporting Requirements Mandatory Requirements** – The Supplier shall have the capability and capacity to provide management reporting to the Contracting Authorities. Please refer to paragraph 3.17.
- r) **Security Vetting / Clearance Mandatory Requirements** – The Supplier shall comply with all aspects of the security vetting / clearance mandatory requirements as detailed in paragraph 3.18.
- s) **Framework Management Including Account Management Mandatory Requirements** – The Supplier shall provide a framework management service including account management services which fully supports all of the requirements of the Framework Agreement. The Supplier shall appoint a senior account manager (at director level) to act as account manager with responsibility for overseeing and managing the Call Off Agreement. Please refer to paragraph 3.19
- t) **Complaints Handling Mandatory Requirements** – The Supplier shall comply with the complaints handling procedures as detailed in paragraph 3.20.
- u) **Conflicts of Interest Mandatory Requirements** – The Supplier shall not accept instructions to act against the Contracting Authorities. Please refer to paragraph 3.21.
- v) **Key Sub Contractor(s) Mandatory Requirements** – The Supplier shall manage its Key Sub Contractor(s) as detailed in paragraph 3.22.
- w) **Data Security Mandatory Requirements** – The Supplier shall fully comply with all aspects of the Data Security as detailed in paragraph 3.23.

3.1 BACKGROUND AND SCOPE – MANDATORY REQUIREMENTS

MoD

- 3.1.1** The Supplier shall provide a claims handling service for claims made during the period as confirmed in the Call Off Contract (excluding sensitive, novel and contentious claims or where combat immunity applies), against and recoveries on behalf of, the MoD, in respect of:
- 3.1.1.1 Employers liability:
 - a) for service personnel worldwide, including members of the reserve forces and cadets when engaged in authorised military activities; and
 - b) for UK based civilian staff and UK based staff on temporary duty overseas.
 - 3.1.1.2 Third party motor claims arising from incidents occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, including vehicles based overseas when on detached duty in the UK, and motor claims requiring special claims handling arrangements; and
 - 3.1.1.3 Uninsured loss recovery in respect of damage to MoD vehicles (including owned, hired or loaned vehicles) caused by third party vehicles in the UK.
 - 3.1.1.4 The categories of claim below currently managed by the MoD are under consideration to be outsourced. Any decision to retain in house or pass to the market shall be based on what represents best value for money to the MoD:
 - a) Public liability claims for personal injury to non-MoD employees and property damage;

- b) Clinical negligence claims arising through treatment provided by MoD medical personnel including locums contracted to the MoD; and
- c) Third party motor liability claims arising overseas outside of the MoD area claims officers' area of responsibility.

Contracting Authorities (excluding MoD)

- 3.1.2** The Supplier shall provide a claims handling service for claims made during the period confirmed in the Call Off Contract against and recoveries on behalf of, the Contracting Authorities (excluding MoD) in respect of, but not limited to:
- 3.1.2.1 Employers liability;
 - 3.1.2.2 Third Party Motor;
 - 3.1.2.3 Public liability; and
 - 3.1.2.4 Property damage / loss.

3.2 ASSOCIATED SUPPORT SERVICES – MANDATORY REQUIREMENTS

- 3.2.1** The Supplier shall provide associated support services to the Contracting Authorities including, but not limited to, the provision of:
- 3.2.1.1 Medical experts;
 - 3.2.1.2 Rehabilitation services;
 - 3.2.1.3 Employment experts;
 - 3.2.1.4 Legal support;
 - 3.2.1.5 Loss adjusters;
 - 3.2.1.6 Accident management specialists;
 - 3.2.1.7 Arboriculturists;
 - 3.2.1.8 Investigators;
 - 3.2.1.9 Engineers;
 - 3.2.1.10 Forensic accountants;
 - 3.2.1.11 Social care experts;
 - 3.2.1.12 Defence consultants;
 - 3.2.1.13 Care professionals; and
 - 3.2.1.14 Accommodation experts.
- 3.2.2** The Contracting Authorities shall confirm in the Call Off Contract which associated support services listed in paragraph 3.2.1 they require. The Contracting Authorities reserve the right to contract directly outside of the Framework Agreement for any of the services listed in paragraph 3.2.1.
- 3.2.3** Unless otherwise instructed by the Contracting Authorities, loss adjusters and field investigators may only be engaged after a claim has been formally notified to the Supplier.
- 3.2.4** The Supplier is only to engage third parties to provide the associated support services where requested to do so / prior written consent to do so has been obtained by the Contracting Authorities. Such consent is required for each and every occasion.

3.3 SERVICE AND STANDARDS – MANDATORY REQUIREMENTS

- 3.3.1** The Contracting Authorities shall confirm the term of the Call Off Contract (which shall be to a maximum of five (5) years) in the Statement of Requirements.
- 3.3.2** The Supplier shall provide the following Services:
- 3.3.2.1 Investigate all claims and recoveries against the Contracting Authorities;

- 3.3.2.2 Provide an estimation of liability;
- 3.3.2.3 Negotiations to reach settlement; and
- 3.3.2.4 Settlement of claims and recoveries.

3.3.3 The Supplier shall also:

- 3.3.3.1 Ensure that access to specialist services and information relating to current issues in legal liability and quantum, including recent court decisions, is available to the negotiators; and
- 3.3.3.2 Challenge and close off claims without merit to ensure they do not adversely affect the Contracting Authorities' profile.

3.3.4 The Supplier shall notify the Contracting Authorities in writing as soon as a claim is received which:

- 3.3.4.1 Has no legal precedence for settlement;
- 3.3.4.2 Is likely to attract media attention. The Contracting Authorities shall be notified of such claims, initially by telephone, and confirmed in writing by e-mail or letter. All matters relating to press releases or disclosures shall be referred to the Contracting Authorities, and the Supplier shall at all times act in accordance with the Contracting Authorities' instructions; and
- 3.3.4.3 Is settled on a provisional damages basis.

3.3.5 The Supplier shall work with the Contracting Authorities to deliver savings and minimise costs without affecting the quality of service. This can include, but is not limited to, regular review meetings, risk profiling, claims analysis and reporting.

3.3.6 The Supplier shall provide the Services in accordance with the following standards:

- 3.3.6.1 All claims shall be handled in accordance with the civil procedures rules issued by the Lord Chancellor's department in England and Wales, or as expeditiously as possible in Scotland and Northern Ireland;
- 3.3.6.2 Personal injury claims shall be handled in accordance with the relevant pre-action protocol and liability decision made in accordance with established legal principals and taking account of prevailing case law. All personal injury claims are to be registered with the compensation recovery unit;
- 3.3.6.3 Admission of liability shall be the key factor in terms of handling of claims. However, it is recognised that the financial risks associated with taking claims to trial may mean that from time to time a pragmatic decision may be made with regards to the handling approach. This shall only be done with the full knowledge and prior written agreement of the Contracting Authorities;
- 3.3.6.4 The Supplier shall comply with all procedures, protocols, rules regulations and time-frames required under the legislation applicable to the particular claims the Contracting Authorities requires it to handle. This shall include MoJ reforms, the correct use of and compliance with any relevant claims portals and their accompanying time-scales. A record of all claims managed within the MoJ's portal (which shall include details of dropout rates and the reason why the claim left the portal) shall be retained;
- 3.3.6.5 All claims proceeding to trial shall be notified to the Contracting Authorities, who shall agree the claims handling strategy;
- 3.3.6.6 All claimants shall receive prompt, courteous and helpful attention by appropriately resourced and trained staff; and
- 3.3.6.7 The Supplier shall attend case conferences and joint settlement meetings as required, at no extra cost to the Contracting Authorities.

MoD

3.3.7 The Supplier shall notify the MoD in writing as soon as a claim is received which requires a reserve of one million pounds or more to be allocated. The Supplier shall notify the MoD

of the circumstances giving rise to the claim, the proposed actions and any actions taken so far and shall at all times act in accordance with instructions from the MoD in settling the claim.

Contracting Authorities (excluding MoD)

3.3.8 The Supplier shall notify the Contracting Authorities in writing as soon as a claim is received which requires a reserve of £50,000 or more to be allocated. The Supplier shall notify the Contracting Authorities of the circumstances giving rise to the claim, the proposed actions and any actions taken so far and shall at all times act in accordance with the Central Government Authorities' (excluding MoD) instructions in settling the claim.

3.4 NEW CLAIMS – MANDATORY REQUIREMENTS

3.4.1 Upon receipt of notification of a new claim the Supplier shall:

- 3.4.1.1 Input relevant details onto its claims management system/database which shall allocate a unique claims reference number;
- 3.4.1.2 Set up and manage a claims portal on behalf of the Contracting Authorities, as required under MoJ legal reforms, (unless otherwise agreed);
- 3.4.1.3 Acknowledge and record all incoming correspondence regarding the claim upon receipt and unless otherwise stated issue a response within two working days;
- 3.4.1.4 Within two working days of receipt, register all details on the appropriate claims management system;
- 3.4.1.5 Make contact with the claimant or their representatives;
 - a) If the letter of claim has been sent directly to the Supplier, the Supplier shall make contact with the claimant or their representatives no later than two days of the date on the letter of claim; and
 - b) If the letter of claim has been sent to the Contracting Authorities or its legal advisors and is forwarded to the Supplier, the Supplier shall make contact with the claimant or their representative no later than two days after receipt by the Supplier.
- 3.4.1.6 Provide instructions to outside investigators, when necessary, within five working days, subject to satisfactory information being available to properly undertake investigation and;
 - a) Identify any potential recovery as soon as reasonably practical;
 - b) Provide a full copy of the litigated claim file to the appointed solicitor within two working days. Full cooperation shall be given to assist with the preparation of a defence to the action;
 - c) Ensure that telephone, e-mail or fax messages from Contracting Authorities are answered within one working day of receipt, unless otherwise stated; and
 - d) Assign relevant reserves to claims and review reserves at regular intervals of no longer than three months.

3.5 SUPPLIER REMUNERATION – MANDATORY REQUIREMENTS

3.5.1 The Supplier shall receive a fixed fee per claim for the claim types listed in paragraph 3.1.1 (excluding 3.1.1.4) and 3.1.2.

3.5.2 The fixed fee per claim shall be competitive in line with the market.

3.5.3 The Supplier shall disclose all earnings relating to any Call Off Contract entered into with the Contracting Authorities under this Lot.

3.6 CLOSURE OF CLAIMS – MANDATORY REQUIREMENTS

- 3.6.1** The Supplier shall use its best endeavours to ensure claims are settled in a timely manner where there is a proven legal liability.
- 3.6.2** The Supplier shall be responsible for managing all claims received in the period of the Call Off Agreement.
- 3.6.3** The Supplier shall close repudiated employer liability and public liability claims where there has been no claimant/solicitor contact after six months, and three months for third party motor claims.
- 3.6.4** The Supplier shall close the claim upon finalisation of all payments and recovery efforts as agreed with the Contracting Authorities.
- 3.6.5** Upon closure of the claim the Supplier shall reduce all outstanding reserves to nil (zero).

3.7 RESERVING – MANDATORY REQUIREMENTS

- 3.7.1** The Supplier shall reserve on a realistic and accurate basis, and monitor and amend reserves to take into account any additional information received.

3.8 FRAUDULENT CLAIMS – MANDATORY REQUIREMENTS

- 3.8.1** The Supplier shall work closely with the Contracting Authorities to identify and manage any claims identified as fraudulent. The Supplier shall provide:
- 3.8.1.1 Fraud awareness training to the Contracting Authorities' staff;
 - 3.8.1.2 Fraud training materials, including risk indicators and crib sheets, to be issued to the Contracting Authorities' staff; and
 - 3.8.1.3 Referral forms for the Contracting Authorities to utilise in order for suspect claims to be investigated.

3.9 SETTLEMENT OF CLAIMS – MANDATORY REQUIREMENTS

- 3.9.1** In order to effect compensation payments (and where required to do so by the Contracting Authorities in the Statement of Requirements), the Supplier shall establish a separate current interest bearing account, known as the "Claims Deposit Account" with a bank or building society in England or Wales in the joint names of the Supplier and the Contracting Authorities. The Contracting Authorities will confirm the minimum level of deposit monies to be held in the Claims Deposit Account in the Statement of Requirements (the "Deposit"). On or prior to the Call Off Commencement Date the Supplier shall confirm the details of the Claims Deposit Account to the Contracting Authorities and the Contracting Authorities shall pay the Deposit into the Claims Deposit Account within 5 working days of the Call Off Commencement Date. Any interest that accrues on the credit balance of the Claims Deposit Account from time to time shall be credited to the Claims Deposit Account and any payments out of the Claims Deposit Account to the Contracting Authorities shall include a payment of the interest earned on that principal sum. All claims, legal costs and disbursements shall be settled by the Supplier from the Claims Deposit Account as soon as reasonably possible, and on the best terms at the date of settlement, having regard to legal liability. The Supplier and the Contracting Authorities shall take all other actions in relation to the Claims Deposit Account as are necessary to give effect to the provisions of this paragraphs 3.9 and 3.10.
- 3.9.2** The Supplier shall endeavour to minimise settlement costs to Contracting Authorities, by ensuring effective negotiation, claims analysis and delegated authority for claims approval.

MoD

- 3.9.3** The Supplier shall be permitted to make individual payments from the Claims Deposit Account up to the value of:
- 3.9.3.1 £500,000 for employer's liability claims;
 - 3.9.3.2 £250,000 for motor claims;
 - 3.9.3.3 £75,000 for public liability claims; and

3.9.3.4 £500,000 for clinical negligence claims.

Payments in excess of these amounts shall only be made with the written authorisation of the MoD.

Contracting Authorities (excluding MoD)

- 3.9.4** If applicable the Supplier shall be permitted to make individual payments from the Claims Deposit Account up to but not exceeding a maximum amount. The maximum amount shall be confirmed by the Contracting Authorities (excluding MoD) within the Statement of Requirements.
- 3.9.5** Payments over the agreed amounts shall only be made with the authorisation of the Contracting Authorities (excluding MoD).
- 3.9.6** Should the Contracting Authorities not require a Claims Deposit Account a process will be agreed between the parties to process claims.

3.10 CLAIMS DEPOSIT ACCOUNT – MANDATORY REQUIREMENTS

- 3.10.1** The Supplier shall hold the Claims Deposit Account on trust for the Contracting Authorities according to the terms of the Call Off Agreement, unless otherwise agreed and notified in writing by the Contracting Authorities. The Supplier shall acknowledge that they have done so, and may create no rights or lieu over the Claims Deposit Account, and acknowledge that the monies therein, together with the accrued interest, shall at all times belong to the Contracting Authorities.
- 3.10.2** The Supplier shall retain records, including accounts, bank statements and invoices in respect of the Claims Deposit Account and shall, at the reasonable request of the Contracting Authorities, provide copies thereof. All records shall be retained for a minimum of seven years from the date of creation unless otherwise agreed.
- 3.10.3** The Contracting Authorities, and / or their appointed representatives, may undertake audits of the Claims Deposit Account to ensure that monies are being currently accounted for and managed in a satisfactory manner.
- 3.10.4** The Supplier shall be responsible for making the necessary request to the Contracting Authorities for re-instatement of funds to maintain the Claims Deposit Account balance at the level stated in paragraphs 3.10.10 3.10.14.
- 3.10.5** The Supplier shall be liable to pay any interest or charges on the Claims Deposit Account which may be charged by the bank if, in the reasonable opinion of the Contracting Authorities, the Supplier has failed to maintain the balance above the minimum level at which interest is payable and the Supplier shall indemnify the Contracting Authorities against all liabilities costs and expenses suffered or incurred by the Contracting Authorities arising out of or in connection with any failure of the Supplier to comply with the provisions of paragraphs 3.9 and 3.10 .
- 3.10.6** Funds held in the Claims Deposit Account shall accrue, as a minimum, interest at the prevailing Bank of England Base Rate.
- 3.10.7** The Supplier shall provide the Contracting Authorities with a monthly bank statement on the last day of each month for every Claims Deposit Account held, detailing in each case the prevailing rate of interest applied to each Claims Deposit Account.
- 3.10.8** The Supplier shall provide the Contracting Authorities with a full monthly bank reconciliation as at the last day of each quarter for every account held.
- 3.10.9** The Supplier shall return the balance on the Claims Deposit Account (together with any accrued interest) to the Contracting Authorities:
 - 3.10.9.1** within 30 days of full and final payment of all claims which are the subject of the Call Off Agreement;
 - 3.10.9.2** immediately on receipt of a Termination Notice howsoever issued in accordance with the Call Off Agreement;

- 3.10.9.3 immediately on the occurrence of an event of Insolvency as the same is set out in Clause 8.1.1 of the Call Off Agreement; and
- 3.10.9.4 immediately on or prior to any assignment of the Call Off Agreement

MoD

3.10.10 The Supplier shall ensure that the Claims Deposit Account balance does not exceed the following during the specified period of the Call Off Agreement, as detailed below, unless otherwise agreed in writing with the MoD, and is always in credit:

Period	Amount (GBP)
01/05/16 - 30/04/17	£1,500,000.00
01/05/17 - 30/04/18	£2,500,000.00
01/05/18 - 30/04/19	£3,000,000.00
01/05/19 - 30/04/20	£3,500,000.00
01/05/20 - 30/04/21	£4,000,000.00

- 3.10.11** Interest earned owing to the MoD shall be transferred from the Claims Deposit Account to the MoD on a quarterly basis on the usual quarter days by the Supplier. The MoD will inform the Supplier of the account to which the interest monies are to be paid in the Statement of Requirements.
- 3.10.12** The Supplier shall use its best endeavours to anticipate levels of claims requiring payment from the Claims Deposit Account. The Supplier shall promptly and efficiently raise requests for re-instatement of funds in good time for the normal billing cycle to be effective in maintaining the level of the current account above a minimum of £100,000.
- 3.10.13** In the event that the claims deposit balance falls below £100,000 or there are substantial payments in excess of the balance remaining to be paid before the Claims Deposit Account can be re-instated through the normal billing procedures, the Supplier shall immediately raise billing and supporting documentation and transmit the documents to the MoD for urgent consideration and payment shall be made using the payment to purchase (P2P) electronic billing process.

Contracting Authorities (excluding MoD)

3.10.14 If applicable, the Contracting Authorities (excluding MoD) shall confirm in the Call Off Contract the level that monies in the Claims Deposit Account shall not exceed, along with any relevant identification numbers.

3.11 PROVISIONAL DAMAGES – MANDATORY REQUIREMENTS

- 3.11.1** The Supplier shall:
- 3.11.1.1 Record all claims that are settled on a provisional damages basis; and
 - 3.11.1.2 Ensure that the case file is returned to the designated officer for those claims settled on a provisional basis where the Supplier is no longer responsible for the provision of claims handling services.

3.12 LEGAL SERVICES – MANDATORY REQUIREMENTS

- 3.12.1** The Supplier shall:
- 3.12.1.1 Notify the Contracting Authorities and / or appointed solicitors immediately of any legal proceedings (i.e. court claim form) served on the Contracting Authorities that triggers the litigation process or pre-action disclosure request. The Supplier shall consult with the Contracting Authorities and agree which solicitors are to be instructed to handle the litigation phase. The Supplier shall

provide the original legal proceedings and / or court documents to the instructed solicitor. The Supplier shall ensure that the instructed solicitor is provided with all appropriate and relevant documentation under or in its control.

3.12.1.2 Provide any additional information required by the instructed solicitor as and when required. This may include the contact details of appropriate current or former Contracting Authorities' personnel, or its predecessors for the purpose of taking witness statements etc.

3.12.1.3 Ensure that the instructed solicitor provides comprehensive legal advice together with any appropriate underpinning documents to the Supplier and the Contracting Authorities.

3.12.2 The Contracting Authorities' appointed officer shall sign statements of truth underpinning disclosure lists on claims where required to do so by the instructed solicitors.

3.12.3 The relevant Contracting Authorities' officer shall attend case conferences arranged with counsel, as well as joint settlement meetings and mediation where the instructed solicitors consider this would be of value and / or aid settlement, or where it is a requirement of the court. The Contracting Authorities' appointed officer shall attend trial hearings where it is deemed to be of value.

3.12.4 Legal services may be provided by the Contracting Authorities' incumbent legal provider(s). The Supplier shall work with the Contracting Authorities' legal provider/s if advised. This will be confirmed by the Contracting Authorities prior to the commencement of the Call Off Agreement.

MoD

3.12.5 The MoD shall use the services of the Government Legal Department, Crown Solicitors Office for Northern Ireland or its designated Solicitor for Scotland to provide legal support in relation to:

3.12.5.1 Compensation claims that have pan-government legal implications such as claims that test points of Law (e.g. the defence of combat immunity); and

3.12.5.2 Where claims are novel or contentious or are of a sensitive nature.

3.12.6 For all other claims, the Supplier shall use the services of the appointed solicitor(s) under the Crown Commercial Service legal services framework and its successors in title or unless otherwise advised by the MoD.

3.12.7 The MoD shall inform the Supplier of the legal panel prior to the commencement of the Call Off Agreement.

3.12.8 If the MoD decides to outsource the claims management of clinical negligence claims further consideration will be given by the MoD to the appointment of a legal services provider for litigated claims.

3.13 AUDIT OF CALL OFF CONTRACT – MANDATORY REQUIREMENTS

3.13.1 The Contracting Authorities and / or their appointed representatives shall undertake annual audits of the Supplier's performance and financial governance of the contract in order to ensure that the Services are being adequately met.

3.13.2 The Contracting Authorities reserve the right to undertake an audit and / or follow up audits, subject to a minimum of 48 hours' notice to the Supplier.

3.13.3 The Supplier shall provide unhindered right of access to the Contracting Authorities and / or their appointed representatives during normal business hours, subject to prior notice, to all relevant case files and data collected in relation to the Call Off Agreement.

3.13.4 The Supplier shall comply with the recommendations resulting from such audit.

3.13.5 The Supplier shall complete the actions from any associated audit within 30 days, unless otherwise agreed with the Contracting Authorities.

3.14 DISBURSEMENTS – MANDATORY REQUIREMENTS

- 3.14.1** The Supplier shall advise the Contracting Authorities of disbursements arising from the Call Off Contract within five (5) working days of the end of each calendar month. Such advice shall take the form of a report which shall include, but is not limited to, the following information:
- 3.14.1.1 Loss number;
 - 3.14.1.2 Date of accident;
 - 3.14.1.3 Amount paid since last bordereau;
 - 3.14.1.4 Nature of disbursement;
 - 3.14.1.5 Name of supplier;
 - 3.14.1.6 Supplier's charging rate; and
 - 3.14.1.7 Date service supplied.
- 3.14.2** Disbursements shall comprise of, but are not limited to:
- 3.14.2.1 Solicitors' fees;
 - 3.14.2.2 Counsel's fees;
 - 3.14.2.3 Other legal fees including court fees;
 - 3.14.2.4 Medical and related reports and witness fees;
 - 3.14.2.5 Road traffic accident reconstruction reports and witness fees;
 - 3.14.2.6 Employment consultants' reports and witness fees;
 - 3.14.2.7 Care and rehabilitation experts' reports and witness fees;
 - 3.14.2.8 Translators' fees;
 - 3.14.2.9 Accountants' and actuaries' reports and witness fees;
 - 3.14.2.10 Reports and fees of other experts instructed in connection with claims against the Contracting Authorities;
 - 3.14.2.11 Surveillance and other investigating fees;
 - 3.14.2.12 Local government and government fees;
 - 3.14.2.13 Hospital and emergency treatment fees;
 - 3.14.2.14 Policy reports and precognition charges; and
 - 3.14.2.15 Driver licence checks.

3.15 RECORDS AND CLAIMS RISK MANAGEMENT DATA – MANDATORY REQUIREMENTS

- 3.15.1** The Supplier shall record the data shown in Annex A in respect of all claims received and losses notified electronically, in a format sufficient to enable comprehensive, current and historical analyses to be undertaken by the Contracting Authorities and / or its appointed representatives. Annex A may be amended from time to time by the Contracting Authorities.
- 3.15.2** The Supplier shall provide a full and comprehensive list that shall enable all claims to be allocated to a code.
- 3.15.3** All claims received shall be coded by the Supplier so that claims can be grouped and searched.
- 3.15.4** The codes shall be coded by root cause, secondary causation and injury details.
- 3.15.5** The Supplier shall retain all claims records relating to claims where payment has been made on a provisional basis until such time as the claim is settled. If the Call Off Contract lapses, claims records relating to the making of provisional payments shall be returned to

the Contracting Authorities. This requirement also applies to claims set up as structured settlements where compensation payments need to continue in the future.

MoD

3.15.6 The Supplier shall present its list of codes to the MoD for agreement. The Supplier shall work closely with the MoD to develop optimum reporting processes and the development of information capture systems, to allow interrogation of claims data to identify patterns and any trends.

Central Government Authorities (excluding MoD)

3.15.7 The Supplier shall work with the Contracting Authorities (excluding MoD) to develop a list of codes to ensure effective reporting. Annex A shall be used as a starting point for code development.

3.16 MANAGEMENT INFORMATION (AUTHORITY) – MANDATORY REQUIREMENTS

3.16.1 The Supplier shall provide Management Information to the Authority in accordance with Framework Agreement Schedule 9.

3.17 CONTRACTING AUTHORITIES' REPORTING REQUIREMENTS – MANDATORY REQUIREMENTS

3.17.1 All reporting requirements shall be provided by the Supplier at no additional cost and shall be provided in Excel format.

3.17.2 The Supplier shall provide to the Contracting Authorities, promptly and upon request, reports of an ad hoc nature which may be required for financial risk management purposes.

3.17.3 The Contracting Authorities may review and revise its reporting requirements during the Call Off Contract period.

MoD

3.17.4 The Supplier shall provide reports to the MoD within six working days of the end of each calendar month in respect of:

- 3.17.4.1 Claims received within the month, showing description and value of reserve;
- 3.17.4.2 Claims settled in the month, showing number and total cost;
- 3.17.4.3 Claims outstanding for more than six months, showing number and total value of reserves;
- 3.17.4.4 Claims outstanding for more than nine months, showing number and total value of reserves;
- 3.17.4.5 Value of reserves, the circumstances giving rise to each claim, the action taken and the action planned;
- 3.17.4.6 Monthly movements in the value of reserves in excess of £50,000 (up or down), and the circumstances giving rise to such movements. The Supplier shall review the value of all reserves at intervals of not more than six weeks and provide, upon request, evidence to the MoD and / or its appointed representatives that such reviews are taking place;
- 3.17.4.7 Claims with reserves in excess of £50,000 or such other level as may be required by the MoD and / or its appointed representatives, detailing the forecast settlement date or a realistic view as to the financial year in which the claim is likely to be settled;
- 3.17.4.8 Potential recoveries notified in a month, showing number and total amount;
- 3.17.4.9 Recoveries made in the month, showing number and total amount;
- 3.17.4.10 Claims received which are alleged to have arisen from psychological stress;
- 3.17.4.11 Claims received which are alleged to have arisen from bullying;

- 3.17.4.12 Claims received which are alleged to have arisen from verbal physical assault/abuse, including sexual abuse;
- 3.17.4.13 Claims received which relate to operational service with the United Nations;
- 3.17.4.14 Claims received which relate to injuries sustained whilst on secondment to the armed forces of a foreign power;
- 3.17.4.15 Claims received which relate to terrorism;
- 3.17.4.16 Claims received which relate to a "battlefield" situation or to "actual" operations against the enemy;
- 3.17.4.17 A narrative highlighting any trends or other information on the part of the MoD;
- 3.17.4.18 All claims received, providing information from all fields held in the database. The data shall be a recorded list (Annex A), and the causation tables are not exhaustive and shall be subject to change;
- 3.17.4.19 All financial transactions relating to all claims, showing date of transaction, payment class and payment/recovery amount; and
- 3.17.4.20 Claimants' solicitors' costs, to be calculated as % of the compensation.

3.17.5 The Supplier shall provide a report detailing all current third party motor, civilian staff employer's liability and service personnel employers liability claims, and the value of reserves allocated to each of these categories to the MoD within six working days of the end of each month,. The report shall be compliant with the requirements of the accounting standards board's prevailing financial reporting standards.

3.17.6 The Supplier shall provide an annual actuarial report on 3 year claims forecast on new claims and payments to the MoD at the end of the third quarter of each year.

3.17.7 Within six working days of the end of each month, the Supplier shall report to the MoD on the following, for all claims:

- 3.17.7.1 A claims summary, broken down by class of business and financial year, showing:
 - a) Total paid as at previous financial year end;
 - b) Total paid in the month;
 - c) Total paid in the current financial year;
 - d) Total paid;
 - e) Total outstanding;
 - f) Total incurred; and
 - g) Number of open claims.
- 3.17.7.2 Full details of claims:
 - a) Coverage code;
 - b) Claim number;
 - c) Top level budget holder, for example army command;
 - d) Department;
 - e) Unit identification number;
 - f) Claimant name;
 - g) Staff/service number;
 - h) Accident date;
 - i) Reported date;
 - j) Closure date;

- k) Claim description;
- l) Claim status;
- m) Payments damages;
- n) Payments third party;
- o) Payments own costs;
- p) Total payments;
- q) Recoveries damages;
- r) Recoveries third-party
- s) Recoveries own costs;
- t) Total recoveries;
- u) Remaining reserve damages;
- v) Remaining reserve third party;
- w) Remaining reserve own costs;
- x) total outstanding reserve;
- y) Total incurred; and
- z) Set up date.

3.17.7.3 High value claims :

- a) Claim number;
- b) Claimant's name;
- c) Remaining reserve;
- d) Estimated settlement year;
- e) Claims adjuster; and
- f) Claim notes (to include brief update on claim progression).

3.17.7.4 The Supplier shall work with the MoD to develop the reporting requirements, including the identification of trends and trouble spots within the department. The MoD is exploring the implementation of improved incident reporting measures with key internal stakeholders, including the introduction of electronic incident reporting systems and connectivity to the Supplier. The MoD is currently piloting a programme to disaggregate the centrally funded claims budget to top level budget holders within the department, to test whether disaggregation offers best value by instilling behavioural change in business units to mitigate risk exposure. This work may impact upon future claims management information required; the Supplier will be expected to work closely with the MoD in developing its Intelligent Customer role, and to deliver improved management information to enhance risk management processes.

Contracting Authorities (excluding MoD)

3.17.8 The Supplier shall provide reports to the Contracting Authorities (excluding MoD) within six working days of the end of each calendar month in respect of:

- 3.17.8.1 Claims received with the month, showing number and total value of reserves;
- 3.17.8.2 Claims settled in the month, showing number and total cost;
- 3.17.8.3 Claims outstanding for more than six months, showing number and total value of reserves;
- 3.17.8.4 Claims outstanding for more than nine months, showing number and total value of reserves;

- 3.17.8.5 Value of reserves, the circumstances giving rise to each claim, the action taken and the action planned;
 - 3.17.8.6 Monthly movements in the value of reserves in excess of £50,000 (up or down), and the circumstances giving rise to such movements. The Supplier shall review the value of all reserves at intervals of not more than six weeks and provide, upon request, evidence to the appointed officer and / or their appointed representatives that such reviews are taking place;
 - 3.17.8.7 Claims with reserves in excess of £50,000 or such other level as may be required by the appointed officer and / or their appointed representatives, detailing the forecast settlement date or a realistic view as to the financial year in which the claim is likely to be settled;
 - 3.17.8.8 Potential recoveries notified in a month, showing number and total amount; and
 - 3.17.8.9 Claimants' solicitors' costs, to be calculated as a percentage of the compensation.
- 3.17.9** The Supplier shall work with the Contracting Authorities (excluding MoD) to develop the management reporting requirements, including the identification of trends and trouble spots within the Contracting Authorities (excluding MoD).

3.18 SECURITY VETTING / CLEARANCE – MANDATORY REQUIREMENTS

- 3.18.1** This paragraph describes the Security Vetting/Clearance that the Supplier shall be obligated to fulfil as part of the delivery of the Services to commence from the implementation of any Call Off Agreement.
- 3.18.2** All Supplier Personnel working under this Framework Agreement shall comply with the Contracting Authorities' staff vetting procedures. Full details of the actions required to comply with the procedures, can be found in paragraph 3.18.2.
- 3.18.3** As a minimum, the Framework Agreement requires the Supplier to undertake mandatory pre-engagement checks of all staff, in accordance with Her Majesty's Government's recognised standard for pre-employment screening (which is the Baseline Personnel Security Standard (BPSS)). The Supplier shall comply with List X security requirements, depending on the Contracting Authorities' requirements. Certain Contracting Authorities shall require additional levels of security vetting, and this will be established at Call Off Contract stage. The links below provide details of the security / vetting requirements this will be established at Call Off Contract stage:
- https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/325075/Update_Service_Applicant_guide_v3.9.pdf
- https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367514/Security_Requirements_for_List_X_Contractors.pdf
- 3.18.4** Baseline Personnel Security Standard (BPSS) pre-engagement checks:
- 3.18.4.1 Baseline Personnel Security Standard (BPSS) pre-engagement checks – the suppliers shall conduct pre-employment checks, completing a Basic Check Verification Record (BCVR). A Basic Check is essential to formalise the checks into the background and identity of individuals. Basic Checks are a pre-requisite to any security vetting. The Contracting Authorities reserve the right carry out their own BPSS checks.
 - 3.18.4.2 Prospective applicants shall be asked to provide original documents to establish their security vetting position. The Supplier shall not accept duplicates and photocopies of the original documents. The Supplier shall be aware of their responsibility for checking the original documents and initiating any additional security checks required.
 - 3.18.4.3 The Supplier shall conduct face-to-face interviews and verify the identity of applicants prior to their submission for engagement. This shall be through

photographic ID and checking of one of the following, and a copy shall be created and verified:

- a)** Valid passport (including front cover);
- b)** Original birth certificate;
- c)** Valid driving licence;
- d)** Utilities bill to confirm address;
- e)** P45; or
- f)** Indefinite Leave to Remain (ILTR).

- 3.18.4.4 The Supplier shall verify the nationality and immigration status of applicants and ensure that staff who are overseas nationals and who do not live in the UK or EU have a valid UK work permit prior to submitting them for engagement. A copy of a valid permit shall be held on file, copy shall be in date and verified.
- 3.18.4.5 The Supplier shall obtain professional work references that indicate that the applicant is suitable for employment within a public sector environment and has a positive track record. The Supplier shall use its best endeavours to ensure that these references are relevant to each specialty in which the applicant may be placed. The references shall be provided by the applicant's previous line managers (i.e. more senior staff at their previous employer/agency).
- 3.18.4.6 Three years' employment details shall be recorded to establish employment history.
- 3.18.4.7 The Supplier shall ensure verification of potential applicants' unspent criminal records via Disclosure and Barring Service (DBS) certification and / or disclosure Scotland certification where appropriate.
- 3.18.4.8 In addition the Supplier shall ensure that the applicant is required to account for any significant periods of time spent overseas.
- 3.18.4.9 The Supplier shall retain evidence of signed and dated declaration regarding unspent previous criminal convictions subject to the Rehabilitation of Offenders Act 1974 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013, S.I. 2013/1198.
- 3.18.4.10 A result of the Basic DBS disclosure check, including checks against both DBS barred lists, performed at recruitment and remains valid throughout the duration of the Assignment. The following information is required:
 - a)** A copy of the original DBS Certificate sent to the applicant and signed & dated confirmation that the original document was seen;
 - b)** issue date of the DBS certificated;
 - c)** full name of the candidate;
 - d)** level of check requested, including checks against both DBS barred lists;
 - e)** position the certificate was requested for;
 - f)** name of the employer;
 - g)** name of the counter-signatory and position; and
 - h)** Unique reference number of the disclosure certificate.

- 3.18.5** Copies of DBS certificates and accompanying documentary evidence of update service checks shall be handled and retained in line with the DBS code of practice concerning the handling of DBS certificate information.

- 3.18.6 Where the applicant has registered for the DBS update service the Supplier shall access this service in line with the DBS update service employer guide. DBS update service checks shall be performed on a minimum of an annual basis. In the event of the applicant not registering for the service the DBS certificate shall be deemed to have expired one year following the issue date.
- 3.18.7 Where the applicant has registered for the DBS update service the evidence of the online check and candidate's registration number shall be retained in line with the DBS Code of Practice.
- 3.18.8 The Supplier shall interpret the DBS update service status check in line with the DBS update service Employer's Guide. In the event that the result is 'This DBS certificate is no longer current. Please apply for a new DBS check to get the most up-to-date information' the Supplier shall not place the candidate until a new DBS check has been issued, reviewed and copied by the Supplier .
- 3.18.9 Where applicable, a certificate of good conduct or overseas criminal record check ('Police check') conducted on the potential applicant who has entered the UK or has become resident in the UK (either temporarily or permanently) within the six (6) Months immediately prior to recruitment. The Police check obtained shall not be more than three (3) Months old at recruitment.
- 3.18.10 The Supplier shall note that the Contracting Authorities may specify additional and / or alternative requirements to some, or all of, the above requirements.
- 3.18.11 The Supplier shall note that the Contracting Authorities may specify additional levels of security clearance before staff shall be permitted to undertake delivery of Services i.e. Counter Terrorism Clearance (CTC) or higher.
- 3.18.12 Costs for the above shall be borne by the Supplier. The Contracting Authorities accept no liability for costs incurred in the process of obtaining such disclosure certification.
- 3.18.13 Contracting Authorities may perform audits which may include checking compliance with the security requirements above and / or the additional requirements specified by the Authority and as mandated by HM Government.

3.19 FRAMEWORK MANAGEMENT INCLUDING ACCOUNT MANAGEMENT – MANDATORY REQUIREMENTS

- 3.19.1 The Supplier shall provide the Authority with a named framework account manager and a deputy framework account manager, to ensure that all the requirements of the Framework Agreement are met.
- 3.19.2 The Supplier shall attend monthly meetings with the Contracting Authorities for the first six months of the Call Off Contract to ensure smooth implementation.
- 3.19.3 The Supplier shall appoint a senior account manager (at director level) to act as account manager with responsibility for overseeing and managing the Call Off Agreement.
- 3.19.4 The senior account manager shall ensure that handling and settlement practices and procedures are consistent with the best industry standard, as well as meeting the requirements of the Call Off Agreement. The senior account manager shall also be responsible for ensuring that an efficient and effective claims recovery service is provided in accordance with the Call Off Agreement, and that effective measures are in place to identify risk control potential.
- 3.19.5 Regular performance review meetings shall take place at the Contracting Authorities' premises throughout the Call Off Contract period.
- 3.19.6 It is anticipated that the frequency of the review meetings shall be quarterly. The Contracting Authorities and Supplier shall be flexible about the timings and location of these meetings.
- 3.19.7 The purpose of the review meetings shall be to review the Supplier's performance. The agenda for each review meeting shall be set by the Contracting Authorities and communicated to the Supplier in advance of that meeting.

- 3.19.8** The review meetings shall be attended, as a minimum, by the Contracting Authorities and the Supplier's senior account manager.
- 3.19.9** Further meetings may be required as appropriate to discuss risk management, claims loss data and case specific matters, the timings of which shall be mutually agreed by the Supplier and Contracting Authorities.
- 3.19.10** The Contracting Authorities shall receive prompt, courteous and helpful attention by appropriately trained Supplier Personnel.
- 3.19.11** The Supplier shall act at all times to maintain the reputation of the Contracting Authorities.
- 3.19.12** The Supplier shall be required to provide a dedicated telephone number to the Contracting Authorities unless otherwise agreed. This shall be confirmed by the Contracting Authorities in the Call Off Agreement.
- 3.19.13** All written communication from the Supplier shall be clear, courteous and identify the appropriate contact for the Contracting Authorities.

3.20 COMPLAINTS HANDLING – MANDATORY REQUIREMENTS

- 3.20.1** The Supplier shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints initiated by the Authority and / or Contracting Authorities, its representatives and / or its customers, employees and contractors. The procedure shall allow for the identification and tracking of individual complaints from initiation to resolution.
- 3.20.2** The Supplier shall provide a clearly defined complaints procedure, which sets out timescales for the action that shall be taken, and includes timescales for escalation of complaints.
- 3.20.3** The Supplier shall ensure that any complaints received directly from Contracting Authorities encountering problems whilst a claim is progressing are dealt with as a matter of priority, and the Supplier shall seek to minimise the disruption caused.
- 3.20.4** Complaints made by the Contracting Authorities and / or the Authority shall be acknowledged by the Supplier within 4 working hours of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution of the complaint shall be made by the Supplier to the Contracting Authorities and / or the Authority at intervals of 2 working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties. As a minimum, complaints shall be acknowledged within 24 hours, and satisfactorily resolved within 5 working days, or by agreement with the Authority / Contracting Authorities.
- 3.20.5** The Supplier shall provide comprehensive reports on all complaints to the Authority and to the relevant Contracting Authorities on a monthly basis, or as requested by each of the Contracting Authorities. These reports shall include the date of the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint. The Contracting Authorities shall define any additional requirement with the Supplier during the Call Off Contract stage.
- 3.20.6** The level and nature of complaints arising and proposed corrective action, or action under way or completed, shall be reviewed by the Parties periodically, as appropriate, according to the numbers of complaints arising, and in any event at intervals of not less than 3 months.
- 3.20.7** The Supplier, where appropriate, shall meet with the Authority in order to discuss delivery performance and address any concerns that may exist around the provision of Services.

3.21 CONFLICTS OF INTERESTS – MANDATORY REQUIREMENTS

- 3.21.1** The Supplier shall not accept instructions to act against the Contracting Authorities. This requirement shall apply during the term of the Call Off Agreement, and shall survive after the Call Off Contract is terminated in respect of any matter on which the Supplier has advised or acted for the Contracting Authorities. The Supplier shall carry out conflict of

interest checks on an ongoing basis and take all reasonable steps to remove or avoid the cause of any conflict of interest.

3.22 KEY SUBCONTRACTORS – MANDATORY REQUIREMENTS

- 3.22.1** The Supplier shall appoint and manage its Key Sub-Contractor(s) as described in paragraph 25 of the Framework Agreement.
- 3.22.2** The Supplier shall actively manage pricing and costs within the supply chain, ensuring value for money, without impacting the quality of service delivered to the Contracting Authorities.

3.23 DATA SECURITY – MANDATORY REQUIREMENTS

3.23.1 It is mandatory for Suppliers to demonstrate that they meet the technical requirements prescribed by Cyber Essentials. This is in order to further reduce the levels of cyber security risks in their supply chains. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as Cyber Essentials and a more advanced level of assurance known as "Cyber Essentials Plus". With regard to the Services, Suppliers shall demonstrate that they have achieved the level of assurance known as Cyber Essentials.

3.23.2 Where a higher level of security than Cyber Essentials is required by the Contracting Authorities, the Supplier shall work with the Contracting Authorities to achieve the required standard.

3.23.3 CYBER ESSENTIALS SCHEME

- a) The Supplier may be awarded a place on the Framework Agreement but shall not enter into any Call Off Procedure and / or any Call Off Contracts with the Contracting Authorities until the Supplier is able to demonstrate that it meets the technical requirements prescribed by Cyber Essentials.
- b) Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

c) The Supplier shall demonstrate that it meets the technical requirements prescribed by Cyber Essentials by the date of the commencement of the Framework Agreement, or by the 31 March 2016. This is required in order to further reduce the levels of cyber security risks in the Supplier's supply chains. The Supplier shall demonstrate this in one of the ways listed below:

- i. The Supplier has a current and valid Cyber Essentials Certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
- ii. The Supplier does not have a current and valid Cyber Essentials Certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the Framework Commencement Date, or by the 31 March 2016; or
- iii. The Supplier does not have a current and valid Cyber Essentials Certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but can demonstrate (or will be able to demonstrate by the Framework Commencement Date, or by the 31 March 2016) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link: <https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf> and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12

months) that its organisation demonstrates compliance with Cyber Essentials technical requirements.

- d) The Supplier will be exempt from complying with the requirements at paragraphs 3.23.3 (a) where the Supplier conforms to the ISO27001:2013 or equivalent standard and the Cyber Essentials requirements have been included in the scope of that standard, and verified as such and the certification body carrying out this verification is approved to issue a Cyber Essentials Certificate by one of the government approved Cyber Essentials accreditation bodies referred to in paragraph 3.23.3 (b) above.
- e) The Supplier shall throughout the Framework Period and any Call Off Contract Period renew its Cyber Essentials Certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials Certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or Contracting Authorities as the case may be, with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- f) The Supplier shall ensure that its Key Sub-Contractor(s) and / or Sub-Contractors comply with the provisions of paragraphs 3.23.3 (a) to 3.23.3 (c) (inclusive) where such Key Sub-Contractors and / or Sub-Contractors are responsible for receiving Cyber Essentials Data.

Annex A – Data to be recorded

1. Name of claimant
2. Staff or service number (not for third party motor claims or recoveries)
3. Claimant's employing branch/establishment/unit (not for third party motor claims or recoveries)
4. National Insurance number (not for third party motor claims or recoveries)
5. MoD unit identity number responsible at time of incident
6. MoD top level budget holder
7. Service (Royal Navy, Royal Marines, Army, Royal Air Force, civilian employee)
8. Incident date
9. Incident notification date
10. Date claim closed
11. Cause of claim (Annex B)
12. Total amount paid or received to date
13. Amount paid or received in current financial year
14. Amount paid or received in current financial month
15. Current outstanding reserve
16. Outstanding estimate at end of previous financial year
17. Estimate of quantum (current and historical)
18. Date on which estimate of quantum prepared (current and historical)
19. Name of person who prepared estimate of quantum
20. Date of last movement on claim or recovery
21. Service provider's unique reference number
22. Employer's liability identifier (i.e. claimant service personnel or civilian)
23. Claim circumstances
24. Country of accident
25. Class of payment
26. Total incurred
27. Claim status
28. Cross reference
29. Special codes
30. Driver name
31. Driver age
32. Vehicle registration number
33. Vehicle make
34. Vehicle Model
35. Location of accident
36. Description of accident
37. Third party damage outstanding and paid
38. Third party injury outstanding and paid

39. Others outstanding and paid
40. Accidental damage uninsured loss recovery - outstanding
41. Accidental damage uninsured loss recovery - paid
42. Claims relating to MoD Trading Fund Agencies (currently Defence Science and Technology Laboratory (DSTL) and the United Kingdom Hydrographic Office (UKHO))
43. Claims involving the Reserve Force Cadet Association and members of MoD Sponsored Cadet Organisations (Sea Cadet Corps, the Combined Cadet Force, Army Cadet Force and the Air Training Corps), whilst undertaking authorised activities
44. Claims involving service personnel supporting UK Trade and Investment Defence and Security Organisation (UKTI DSO) sales activities

Annex B – Cause of Claim

<u>Details of Injury</u>		
Type of contact	Nature of Illness / Injury	Affected claimant part
		Left Right
Slip/Trip	Injury	
Struck against	Amputation	Head
Struck by	Thermal burns 1 2 3	Scalp
Caught in/on/between	Chemical burns	Face
Fall on same level	Crushed Authorities part	Eye
Fall on lower level	Fracture	Ear
Specify:	Torn ligaments /sprain/strain	Nose
	Bruise	Mouth
Contact with or exposure to:		
Moving machinery	Concussion	Neck
Hand tools (powered)	Cut/abrasion/puncture	
Hand tools (non powered)		Chest/ribs
Vehicles (internal)	Dislocation of joint	Back
Vehicles (external)		
Explosion	Infection	Abdomen
Hot surface area	Electric shock	
Steam	Foreign Authorities	Multiple
	Breathing difficulties	Internal organs
Hot condensation	Chemical Ingression or	Lungs
Radiation	Inhalation	Kidneys
Extreme noise	Mesothelioma	Heart
Particle	Vibration White Finger	
Electricity	Noise Induced Deafness	Liver

<p>Arc flash</p> <p>Current</p> <p>Chemicals</p> <p>Flammable</p> <p>Toxic</p> <p>Corrosive</p> <p>Irritating</p>	<p>Post Traumatic Stress Disorder</p> <p>Death</p>	<p>Other</p> <p>Arm</p> <p>Shoulder</p> <p>Elbow</p> <p>Wrist</p> <p>Hand</p> <p>Finger</p> <p>1 2 3 4 Thumb</p> <p>Other (specify)</p> <p>Leg</p> <p>Hip</p> <p>Knee</p> <p>Ankle</p> <p>Foot</p> <p>Toe:</p> <p>1 2 3 4 Big</p> <p>Other (specify)</p>
<p>Nature of initial Treatment</p>	<p>First Aid Given</p>	
	<p>Resumed Work</p>	
	<p>Sent Home</p>	
<p>Name of Hospital/Health Centre</p>	<p>Sent to Doctor</p>	
	<p>Sent to Hospital/Health Centre</p>	
	<p>No Treatment Required</p>	

<p><u>IMMEDIATE CAUSES</u></p>
<p>Acts</p>

Use of Protective Measures/Equipment	Servicing, operating on non-isolated or energised equipment
Improper use of personal protective equipment	Lack of knowledge of hazards
Not using Personal Protective Equipment	Equipment not secured
Disabling guards or warning systems	
Following Procedures	
General:	Lack of:
Not following:	Adequate supervision
Safety standards or guidelines	Formal operating procedure
Proper operating procedures or methods	Safe system of work
Proper maintenance procedures or methods	
	Improper loading
Specific:	Working at improper speed
Operating equipment without MoD	Conscious risk taking (by group)
Taking improper position or posture	Conscious risk taking (by individual)
Improper placement	Horseplay
Overexertion of physical capability	
Improper mixing or use of chemicals	
Lifting	
Use of Tools or Equipment	
Using:	Defective equipment (aware)
Equipment improperly	Defence tools (aware)
Tools improperly	
Incorrect tools	

Inattention/Lack of Awareness

Improper decision making or lack of judgement
Distracted

Inattention of footing, access or surroundings

Conditions

Improperly prepared

Hardware

Equipment

Defective:

Tools

Equipment

Or

Tools

Wear/tear

Inadequate

Corrosion

Equipment

Other

Tools

Conditions of Equipment/Measures

Inadequate:

Defective:

Guards/protective devices

Personal Protective Equipment

Personal protective equipment

Guards/protective devices

Isolation of process or equipment

Warning systems

Warning systems

Or

Misuse of Personal Protective Equipment

Process Exposure

Exposure to:

Radiation

Fire and explosion

Temperature extremes

Noise

Mechanical hazards

Hazardous substances Energised electrical system	
Work Environment	
Inadequate: Housekeeping Illumination Layout, clearances, congestion or protrusions Ventilation	Or due to: Working at heights Weather conditions

<u>ROOT CAUSES (1)</u>		
Management System Factors		
Engineering/Design	Maintenance Procedures	Job Procedures
Can be applied to structures equipment, tools etc. Inadequate Technical design Ergonomic design Assessment of loss exposures Standards, specifications and / or design criteria Monitoring of construction Assessment of operational readiness	Describe underlying conditions that impact on the maintenance system: Inadequate Preventative maintenance Reparative maintenance Inspection/monitoring Assessment of needs Or: Excessive wear and tear Improper extension of service	Factors effecting the structure of a job: Inadequate/absent safety regulations and / or procedures Inadequate: Reference documents, directives or guidance manuals Shift hand over procedures Identification and evaluation of risk Supervision

<p>Monitoring of initial operation</p> <p>Evaluation and / or documentation of change</p> <p>Other (please specify)</p>	<p>life</p> <p>Other (please specify)</p>	<p>Or:</p> <p>Lack of initial orientation</p> <p>Possibly inadequate work Standards</p> <p>Lack of, or inadequate, work safety analysis regarding hazardous activities</p> <p>Negative reporting (meaning: "if not told otherwise, assume all is well")</p> <p>Poor enforcement of personal protective equipment use</p> <p>Lack of, inadequate, Risk Assessment</p> <p>Other (please specify)</p>
<p>Error inducing Conditions</p>	<p>Incompatible Goals</p>	<p>Training</p>
<p>Conditions existing in the work environment conducive to committing errors or violations</p> <p>Environment stress</p> <p>Noise</p> <p>Atmospheric conditions</p> <p>Oxygen deficiency</p> <p>Other</p> <p>Task related stress</p> <p>Repetitive/monotonous job task</p> <p>Confusing demands</p> <p>Extreme concentration or perception demands</p>	<p>Chosen when the conflicting originate from different management systems. A change in conditions generally impacts on the management philosophy</p> <p>System goals vs safety goals</p> <p>Personal goals</p> <p>System vs system goals</p>	<p>This paragraph pertains to company provided training</p> <p>Inadequate training provided by company</p> <p>Lack of training by company</p> <p>Training requirements not identified as part of job description</p> <p>Training is ineffective</p> <p>boring, lack of incentive to learn</p> <p>Job requirements and training do not match</p> <p>Other (please specify)</p>

Physical/physiological demands		
Fatigue due to mental task load or work duration		
Other (please specify)		

<u>ROOT CAUSES (2)</u>	
Management System Factors (continued)	
Communication	Organisational Factors
<p>Includes both the tools for communication and the process of communication:</p> <p>Communication of safety and health data, Regulations or guidelines</p> <p>Communication tools</p> <p>Horizontal communication (i.e. between peers)</p> <p>Vertical communication (i.e. between supervisor and subordinate)</p> <p>Communication between different organisations</p> <p>Or:</p> <p>Giving unclear or incomplete instructions</p> <p>Absence or misuse of standard terminology and phraseologies</p> <p>Other (please specify)</p>	<p>Refers to systems or programs within the organisation:</p> <p>Inadequate:</p> <p>Work plan</p> <p>Audit/inspection programme</p> <p>Incident reporting/Investigation system</p> <p>Purchasing</p> <p>Job placement (wrong person in job)</p> <p>Performance measurement, evaluation and feedback</p> <p>Safety promotion (visibility, acceptance) or unclear or conflicting control of change system or lack of supervisory/management job knowledge safety meetings</p> <p>reporting relationships</p> <p>assignment of responsibility</p> <p>or</p>

	Improper/insufficient delegation
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<u>ROOT CAUSES (3)</u>		
Personal Factors		
Physical capabilities	Perceived Mental State	Physical Stress
Substance sensitivities or Allergies Vision deficiency Hearing deficiency Other sensory deficiency Respiratory incapacity Other permanent physical disabilities Temporary disabilities Limited ability to sustain Authorities positions Restricted range of Authorities movements Other (please specify)	Irrational fears Emotional disturbance Inability to comprehend Poor judgement Memory failure Poor coordination Other (please specify)	Injury or illness Fatigue Blood sugar insufficiency Drugs or alcohol Other (please specify)
Perceived Mental Stress	Improper Risk taking	Lack of Knowledge or Skill
Perceived mental conditions specific to the individual which may be: 1) conducive to committing errors, or	Chosen when the conditions are specific to, or impact directly on	Conditions usually specific to an individual but may be common to a peer group

<p>2) render the individual more susceptible to injury or illness</p> <p>Frustration</p> <p>Conflicting demands</p> <p>Preoccupation with problems</p> <p>Confusing directions</p> <p>“Meaningless” or “degrading” activities</p> <p>Other (please specify)</p>	<p>the individual. Recommendations generally fall under the control of the supervisor and employee</p> <p>Improper performance is rewarding</p> <p>Proper performance is punishing</p> <p>Lack of incentives</p> <p>Improper supervisor example</p> <p>Inadequate identification of critical safe behaviour</p> <p>Inadequate reinforcement of critical safe behaviour</p> <p>Inappropriate aggression</p> <p>Other (please specify)</p>	<p>Lack of experience</p> <p>Inadequate initial instruction/ induction</p> <p>Infrequent performance</p> <p>Lack of coaching</p> <p>Inadequate practise</p> <p>Misunderstood directions</p> <p>Other (please specify)</p>
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PART 2 – Call Off Terms issued separately due to file size.