

Primary Care Support Services Framework Agreement

Schedule 3.2

Insurance Requirements

1. Obligation To Maintain Insurances

1.1 Without prejudice to its obligations to the Framework Authority and each Customer under this Framework Agreement or any Call-Off Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 3.2 (Insurance Requirements) take out and maintain, or procure the taking out and maintenance of the insurances as set out:

1.1.1 in respect of this Framework Agreement, and in respect of each Call-Off Agreement, in Annex 1 of this Schedule 3.2 (Insurance Requirements); and

1.1.2 additionally, in respect of a Call-Off Agreement, as set out in the relevant Call-Off Order Form,

and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.

1.2 The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

1.3 The Insurances shall be taken out and maintained with insurers who are:

1.3.1 of good financial standing with a Financial Strength Rating of not less than Grade A;

1.3.2 appropriately regulated; and

1.3.3 except in the case of any Insurances provided by an Affiliate of the Supplier, of good repute in the international insurance market.

1.4 Where any Insurances are provided by an Affiliate of the Supplier, the Supplier shall:

1.4.1 provide to the Framework Authority on the Framework Effective Date (or inception of the relevant Insurances if later) and thereafter within ten (10) Working Days of written request from the Framework Authority, evidence of good financial standing of the relevant Affiliate in a form satisfactory to the Framework Authority which shall include evidence of the relevant entity's Financial Strength Rating; and

1.4.2 provide to the relevant Customer on the Call-Off Effective Date of the applicable Call-Off Agreement (or inception of the relevant Insurances if later) and thereafter within ten (10) Working Days of written request from such Customer, evidence of good financial standing of the relevant Affiliate in a form satisfactory to the Customer which shall include evidence of the relevant entity's Financial Strength Rating.

In the absence of a Financial Distress Event, the Framework Authority and/or each Customer (as applicable) shall not make any such request more than annually.

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- 1.5 The Supplier shall ensure at no cost to the Framework Authority, any Customers or any Service Recipients, that the public and products liability policy shall contain an indemnity to the principal clause under which the Framework Authority, all Customers and Service Recipients shall be indemnified in respect of claims made against the Framework Authority, any Customer and/or any Service Recipient in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable in the provision of the Services under this Framework Agreement and each Call-Off Agreement.
- 1.6 The Framework Authority and Supplier shall review the Insurances periodically to ensure that the coverage is sufficient for the scope of Services and in particular the limits of indemnity shall be reviewed prior to the commencement of the provision of Services to new Customers.

2. General Obligations

Without limiting the other provisions of this Framework Agreement or any Call-Off Agreement, the Supplier shall:

- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. Failure To Insure

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Framework Authority and/or any Customer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Framework Authority and/or Customer shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence Of Insurances

The Supplier shall:

- 4.1.1 upon the Framework Effective Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence to the Framework Authority in a form satisfactory to the Framework Authority, that the

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Insurances are in force and effect and meet in full the requirements of this Schedule;

- 4.1.2 upon the Call-Off Effective Date of each Call-Off Agreement and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence to each Customer, in a form satisfactory to the Customer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

Receipt of such evidence by the Framework Authority and each Customer shall not in itself constitute acceptance by the Framework Authority or any Customer or relieve the Supplier of any of its liabilities and obligations under this Framework Agreement or any Call-Off Agreement.

5. Aggregate Limit Of Indemnity

- 5.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

- 5.1.1 if a claim or claims which do not relate to this Framework Agreement or any Call-Off Agreement are notified to the Supplier's insurers which, given the nature of the allegations and/or the quantum claimed by the third party, is likely to result in a claim or claims being paid by the Supplier's insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Framework Authority and all Customers:

- 5.1.1.1 details of the policy concerned; and

- 5.1.1.2 its proposed solution for maintaining the minimum limit of indemnity specified; and

- 5.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Framework Agreement or any Call-Off Agreement are paid by insurers, the Supplier shall:

- 5.1.2.1 ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Framework Agreement or any Call-Off Agreement; or

- 5.1.2.2 if the Supplier is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Framework Authority and all Customers full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

6. Cancellation

- 6.1 Subject to Paragraph 6.2, the Supplier shall notify the Framework Authority and each Customer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

- 6.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule.

7. Insurance Claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Framework Agreement or any Call-Off Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Framework Authority, any Customer or a Service Recipient receives a claim relating to or arising out of the Services and/or this Framework Agreement or any Call-Off Agreement, the Supplier shall co-operate with the Framework Authority, Customer or Service Recipient and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Framework Authority, a Customer or a Service Recipient is the claimant party, the Supplier shall give the Framework Authority and all Customers notice within 20 Working Days after any insurance claim in excess of £1 million relating to or arising out of the provision of the Services, this Framework Agreement, or any Call-Off Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Framework Authority and/or a Customer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Framework Authority, a Customer and/or a Service Recipient any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or any Call-Off Agreement or otherwise.

Annex 1

Required Insurances

PART A: Professional Indemnity Insurance

1. Insured

The Supplier

2. Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 6) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. Limit of indemnity

Not less than [REDACTED] in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4. Territorial Limits

United Kingdom

5. Jurisdiction and choice of law relating to policy interpretation

The Courts of England and Wales shall have exclusive jurisdiction. The policy shall be governed and construed in accordance with the laws of England and Wales.

6. Period of insurance

From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by the Framework Authority in writing (a) throughout the Term of all Call-Off Agreements and (b) for a period of six (6) years thereafter.

7. Cover features and extensions

Retroactive cover to apply to any claims made policy wording in respect of this Framework Agreement or retroactive date to be no later than the Framework Effective Date.

8. Principal exclusions

8.1 War and related perils

8.2 Nuclear and radioactive risks

9. Maximum deductible threshold

Not to exceed [REDACTED] for each and every claim.

PART B: Public Liability Insurance

1. Insured

The Supplier

2. Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 6) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. Limit of indemnity

Not less than [REDACTED] in respect of any one claim and in the aggregate per annum, exclusive of defence costs which are payable in addition.

4. Territorial Limits

United Kingdom

5. Jurisdiction and choice of law relating to policy interpretation

The Courts of England and Wales shall have exclusive jurisdiction. The policy shall be governed and construed in accordance with the laws of England and Wales.

6. Period of insurance

From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by the Framework Authority in writing (a) throughout the Term of all Call-Off Agreements and (b) for a period of six (6) years thereafter.

7. Cover features and extensions

Retroactive cover to apply to any claims made policy wording in respect of this Framework Agreement or retroactive date to be no later than the Framework Effective Date.

8. Principal exclusions

Capitalised terms in this paragraph shall have the meaning given in the applicable insurance policy.

8.1 Radioactive Contamination of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

- 8.1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

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- 8.1.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 8.2 Contractual Liability assumed under any contract or agreement in respect of:
- 8.2.1 Damage to contract or temporary works to be executed by the Insured and/or their sub-contractors and/or to any materials plant tools and other property for use in connection therewith;
- 8.2.2 Bodily Injury or Damage to material property arising from or caused by Products; or
- 8.2.3 Personal and Advertising Injury,
- unless such liability would have attached in the absence of such contract or agreement or such liability arises from an applicable statutory implied condition or warranty relating to the fitness for purpose or quality or safety of any Products.
- 8.3 Employees in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured in the Business.
- 8.4 Custody or Control
- 8.4.1 in respect of Damage to property belonging to the Insured in the custody or control of the Insured or any Employee or agent of the Insured other than:
- (a) personal effects (including motor vehicles) belonging to visitors directors partners and Employees of the Insured; and
- (b) premises (including their contents) not leased or rented to the Insured but temporarily occupied by the Insured for the purpose of carrying out work.
- 8.5 Damage to Products in respect of Damage to or any costs or expenses claimed or incurred for repair removal replacement recall disposal or loss of use of any Products out of which the occurrence arises.
- 8.6 Aircraft Products arising from Products knowingly supplied for use or installation in or on any aircraft or aerospace device which could affect the navigation flying capabilities or safety of such aircraft or device.
- 8.7 Fines/Liquidated Damages/Penalties for fines liquidated damages or under any penalty clause.
- 8.8 Advice arising out of the provision of or failure to provide any instruction advice information or professional service in return for a fee.
- 8.9 Aircraft/Watercraft vehicles arising from or caused by the ownership possession control or use by or on behalf of the Insured of:
- 8.9.1 any aerospace device or any airborne or waterborne craft or vessel (other than manually propelled waterborne craft) or the loading or unloading of such craft or vessel;

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8.9.2 any mechanically propelled vehicle or trailer attached thereto:

- (a) in circumstances for which insurance or security is required in accordance with any road traffic legislation in force within the member countries of the European Union;
- (b) whilst being used on any public road in any other country whether or not insurance in respect of liability therefor is compulsory

or the loading or unloading of such vehicle or trailer attached thereto, provided that if there is no indemnity afforded by any motor or other insurance policy this Exclusion shall not apply to liability arising from:

- (c) the act of loading or unloading or the bringing or taking away of a load from such vehicle or trailer;
- (d) the operation of plant as a tool of trade within the member countries of the European Union but only insofar as such liability is not the subject of compulsory insurance or security in accordance with any road traffic legislation in force in such countries.

8.10 Pollution:

8.10.1 arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water but this Exclusion does not apply to Bodily Injury or Damage to material property if such discharge dispersal release or escape is sudden and accidental.

8.11 War:

8.11.1 directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

8.12 Personal and Advertising Injury:

8.12.1 in respect of Personal and Advertising Injury;

8.12.2 arising out of oral or written publication of material:

- (a) if the first oral or written publication of the same or similar material took place prior to the commencement date of this Policy; or
- (b) which to the knowledge of the Insured is false;

8.12.3 arising out of a breach of contract other than misappropriation of advertising ideas under an implied contract;

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- 8.12.4 arising out of the failure of goods products or services to conform with advertised quality or performance;
 - 8.12.5 arising out of the wrong description or the price of goods products or services;
 - 8.12.6 committed by an Insured whose business is advertising broadcasting publishing or telecasting.
- 8.13 Asbestos:
- 8.13.1 in respect of any loss demand claim or suit arising out of or related in any way to the presence of asbestos or materials containing asbestos. Provided that where:
 - (a) the presence of asbestos or materials containing asbestos is discovered in any premises; and
 - (b) the following conditions are satisfied:
 - (i) upon discovery of the presence of asbestos or materials containing asbestos all work immediately stops other than sampling and analysing undertaken by:
 - a. United Kingdom Accreditation Service (UKAS) accredited surveyor; or
 - b. surveyor following the best practice guidelines as stated in Asbestos: The Survey Guide HSG264 of the Health and Safety Executive employed by the Insured; and
 - (ii) treatment and/or removal of such asbestos or materials is not carried out by or on behalf of the Insured; and
 - (iii) the Insured takes all reasonable steps to ensure the health and safety of all those likely to be affected; and
 - (iv) the Insured complies with the relevant regulations including the provisions of the Control of Asbestos Regulations 2012 where applicable this Exclusion shall only apply to those claims arising as a result of:
 - a. fears of the consequences of exposure to asbestos;
 - b. damage to or loss of use of property due to the presence of asbestos or materials containing asbestos.
- 8.14 Toxic Mould:
- 8.14.1 caused by or arising from the actual alleged or threatened inhalation of ingestion or contact with exposure to existence of or presence of any Fungi or bacteria on or within a building or structure including its contents;

- 8.14.2 for any loss cost or expense arising out of the abating testing for monitoring cleaning up removing containing treating detoxifying neutralising remediating or disposing of or in any way responding to or assessing the effects of Fungi or bacteria by any Insured or by any other person or entity;
- 8.14.3 For the purpose of this Exclusion "Fungi" shall mean any type or form of fungus including mould or mildew and any mycotoxins spores scents or by-products produced or released by fungi.

9. Maximum deductible threshold

Not to exceed [REDACTED] for each and every claim in respect of property damage. The excess is nil for claims in respect of bodily injury.

PART C: United Kingdom Compulsory Insurances

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance (currently not less than £5 million) and motor third party liability insurance.

PART D: Property Damage Insurance

1. Insured

The Supplier

2. Insured Property

All buildings and assets used in the provision of the Services.

3. Coverage

"All risks" of physical loss or damage to the Insured Property from any cause not excluded including machinery breakdown and computer breakdown in respect of appropriate equipment.

4. Sum Insured

At all times an amount not less than the total reinstatement or replacement value of the Insured Property plus provision to include other Cover Features and Extensions as appropriate.

5. Territorial Limits

United Kingdom

6. Jurisdiction and choice of law relating to policy interpretation

The Courts of England and Wales shall have exclusive jurisdiction. The policy shall be governed and construed in accordance with the laws of England and Wales.

7. Period of insurance

From the date of this Framework Agreement and renewable on an annual basis unless agreed otherwise by the Framework Authority in writing (a) throughout the Term of all Call-Off Agreements.

8. Cover Features and Extensions

Capitalised terms in this paragraph shall have the meaning given in the applicable insurance policy.

8.1 Terrorism.

8.2 Automatic reinstatement of sum insured.

8.3 Capital additions clause.

8.4 Seventy-two (72) hour clause.

8.5 Professional fees.

- 8.6 Debris removal.
- 8.7 Pollution and contamination to the Insured Property arising from an event which itself is not otherwise excluded.
- 8.8 Repair/reinstatement basis of claims settlement with cash option for non-reinstatement.
- 8.9 Plans, records and documents.
- 8.10 Loss minimisation.
- 8.11 Temporary repairs.
- 8.12 Munitions of war.
- 8.13 Expediting expenses.
- 8.14 Pressure explosion in respect of machinery breakdown.
- 8.15 Breakdown following latent defects in plant, machinery and equipment.
- 8.16 Breakdown following failure of computer equipment.

9. Principal exclusions

- 9.1 War and related perils.
- 9.2 Nuclear and radioactive risks.

10. Maximum deductible threshold

Not to exceed [REDACTED] for each and every loss.