



Ministry of
JUSTICE

Hosting

Schedule 2.6: Insurance Requirements

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1 INSURANCE COVENANTS

- 1.1 Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Agreement, the Hosting Supplier shall for the periods specified in this schedule 2.6 (Insurance Requirements) take out and maintain or procure the taking out and maintenance of the insurances as set out under paragraph 2 of this schedule 2.6 (Insurance Requirements) and any other insurances as may be required by Law, together the "**Insurances**". The Hosting Supplier shall ensure that each of the Insurances is effective in each case not later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained from time to time (as far as is reasonably practicable) on terms no less favourable to those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time and in accordance with Good Industry Practice.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 The Hosting Supplier shall ensure in respect of each of the public and products liability and employers' liability insurances that:
- 1.4.1 the policies of insurance shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage and for which the Hosting Supplier is legally liable in the provision of the services under this Agreement.
 - 1.4.2 Not used.
- 1.5 Without limiting the other provisions of this Agreement, the Hosting Supplier shall:
- 1.5.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Hosting Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice including but not limited to the investigation and reports of relevant claims to insurers;
 - 1.5.2 promptly notify the insurers of any relevant material fact under any Insurances of which the Hosting Supplier is or becomes aware; and
 - 1.5.3 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 part and for which it is responsible under this Agreement.
- 1.6 Neither party to this Agreement shall 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.
- 1.7 The Authority may elect (but shall not be obliged) where notice has been provided to the Hosting Supplier to purchase any insurance which the Hosting Supplier is required to

maintain pursuant to this Agreement but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Hosting Supplier.

- 1.8 The Hosting Supplier shall upon the Effective Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in full force and effect and meet in full the requirements of this schedule 2.6 (Insurance Requirements). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Hosting Supplier of its liabilities and obligations under this Agreement.
- 1.9 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- 1.9.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Hosting Supplier shall submit to the Authority immediately details of the policy concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified;
- 1.9.2 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 Agreement are paid by insurers, the Hosting Supplier shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; and
- 1.9.3 if the Hosting 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 it shall submit to the Authority immediately full details of the policy concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified.
- 1.10 The Hosting Supplier shall notify the Authority at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 1.11 The Hosting Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Hosting Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to the Hosting Services or this Agreement, the Hosting Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 1.12 Except where the Authority is the claimant party, the Hosting Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to the provision of the Hosting Services or this 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 Authority) full details of the incident giving rise to the claim.

- 1.13 Where any Insurance requires payment of a premium, the Hosting Supplier shall be liable for such premium.
- 1.14 Where any Insurance referred to in this schedule 2.6 (Insurance Requirements) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Hosting Supplier shall be liable for such excess or deductible and shall indemnify the Authority against any loss or claims which would otherwise be insured but for the excess or deductible. The Hosting Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

2 INSURANCES

2.1 Third Party Public & Products Liability Insurance

2.1.1 Insured

The Hosting Supplier (the "Insured")

2.1.2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.1.2.2 loss of or damage to property,

happening during the period of Insurance and arising out of or in connection with the provision of the Hosting Services and in connection with this Agreement.

2.1.3 Limit of Indemnity

Not less than REDACTED in respect of any one occurrence but REDACTED any one occurrence and in the aggregate per annum in respect of products and pollution liability.

2.1.4 Territorial Limits

United Kingdom

2.1.5 Jurisdiction and choice of law relating to policy interpretation

Courts of England and Wales and English law.

2.1.6 Period of Insurance

From the date of this Agreement for the duration of this Agreement and renewable on an annual basis unless agreed otherwise.

2.1.7 Cover Features and Extensions

2.1.7.1 Waiver of subrogation and/or claims for contributory negligence against the Authority, its employees, servants and agents.

2.1.7.2 Indemnity to principals clause.

2.1.8 Principal Exclusions

War and related perils.

Nuclear and radioactive risks.

Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

Liability arising from the ownership, possession or use of any aircraft or marine vessel.

Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

2.1.9 Maximum Deductible

Not to Exceed REDACTED for each and every third party property damage claim (personal injury claims to be paid in full).

2.2 Professional Indemnity Insurance**2.2.1 Insured**

The Hosting Supplier (the "**Insured**")

2.2.2 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 by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Hosting Services and in connection with this Agreement.

2.2.3 Limit of Indemnity

Not less than REDACTED in respect of any one claim and in the aggregate per annum.

2.2.4 Territorial Limits

United Kingdom

2.2.5 Jurisdiction and choice of law relating to policy interpretation

Courts of England and Wales and English law.

2.2.6 Period of Insurance

From the date of this Agreement for the duration of this Agreement and renewable on an annual basis unless agreed otherwise and a period of three years (3) following the expiry date or the termination date whichever occurs earlier.

2.2.7 Cover Features and Extensions

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

2.2.8 Principal Exclusions

War and related perils

Nuclear and radioactive risks

2.2.9 Maximum Deductible

Not to exceed REDACTED for each and every claim.

3 UNITED KINGDOM COMPULSORY INSURANCES

- 3.1 The Hosting Supplier is required to meet its United Kingdom and all other statutory insurance obligations in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.
- 3.2 The limit of indemnity for the employers' liability insurance shall not be less than REDACTED (or such other limit as may be required by Law from time to time) for any one occurrence inclusive of costs.
- 3.3 The insurance, employers' liability insurance shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from the acts or omissions or the performance by the Hosting Supplier of the Hosting Services and in connection with this Agreement.

End of schedule