



Crown
Commercial
Service

Framework Schedule 1 - Specification

Insurance and Related Service 3

Reference number

RM6020

Attachment 10b Lot 2

Framework Schedule 1 (Specification)

This Schedule sets out what we and our buyers want.

The supplier must only provide the Deliverables (e.g. Services) for the Lots to which they have been appointed.

For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.

The Deliverables and any Standards set out in this Schedule may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its Deliverables Requirements for entering a particular Call-Off Contract.

Lot 2 (Claims Handling and Related Services)

1 Introduction

1.1 The purpose of this Part B specification of requirements is to provide a description of the Services that the Supplier shall be required to deliver to Buyers under Lot 2 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 (Brokerage and Related Services):

1.2.2 Lot 2 (Claims Handling and Related Services)

1.3 All Buyers (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(CCS) placed a Prior Information Notice (PIN) 03/07/2018 in the Official Journal of the European Union (OJEU).

1.6 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").

1.7 Following the issue of the PIN, the Authority undertook pre market engagement with the insurance industry. The PIN, webinar slides and questions and answers can be located here:

<http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline/insurance-services>

2 DESCRIPTION OF LOT 2

2.1 Lot 2 of this Framework Agreement relates to compensation claims handling and associated support services for self-insured claims.

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2.2 This Lot 2 can be accessed by all eligible public sector bodies (“the **Contracting Authorities**”).

2.3 Should the Department for Education enter into a Call Off Contract under this Lot the Services provided may be in support of its risk protection agreement.

2.4 The maximum number of Suppliers which the Authority shall appoint to this Lot 2 is 3.

2.5 Customers may test social value at Call Off, in areas such as the application of suppliers’ CSR efforts directly to benefit customers, EG using volunteering time to help councils support local environmental projects or improve communities through access to life skills training. Referencing for example the TOMS framework (Themes, Outcomes and Measures) criterion or a recognised code of practice such as the Welsh Government’s Code of Conduct on Ethical Employment in Supply Chains.

2.6 The scope of the Lot 2 Services is as follows:

Lot 2 Services

Lot 2 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 1 (Specification) Lot 2.

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

Should the Ministry of Defence (MOD) enter into a Call Off Contract under this Lot the Supplier may provide Services as detailed in a MOD call off.

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 (w) shall commence on the Framework Commencement Date.

Some of the requirements set out below may differ for where the Buyer is a Central Government Body or Wider Public Sector Body.

a) Background and Scope Mandatory Requirements – The Supplier shall

provide a claims handling service to the Buyers. 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 Buyers. 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 Buyers 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 Buyers. 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) Buyers' Reporting Requirements Mandatory Requirements – The Supplier shall have the capability and capacity to provide management reporting to the Buyers. 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 Buyers. 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

Buyers

3.1.1 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 Buyers in respect of, but not limited to:

- 3.1.1.1 Employers liability;
- 3.1.1.2 Third Party Motor;
- 3.1.1.3 Public liability; and
- 3.1.1.4 Property damage / loss.
- 3.1.1.5 Clinical negligence

3.2 ASSOCIATED SUPPORT SERVICES – MANDATORY REQUIREMENTS

3.2.1 The Supplier shall provide associated support services to the Buyers 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 Buyers shall confirm in the Call Off Contract which associated support services listed in paragraph 3.2.1 they require. The Buyers 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 Buyers, 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 Buyers. Such consent is required for each and every occasion.

3.3 SERVICE AND STANDARDS – MANDATORY REQUIREMENTS

3.3.1 The Buyers 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 Buyers;

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 Buyers' profile.

3.3.4 The Supplier shall notify the Buyers 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 Buyers 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 Buyers, and the Supplier shall at all times act in accordance with the Buyers' instructions; and

3.3.4.3 Is settled on a provisional damages basis.

3.3.5 The Supplier shall work with the Buyers 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. The Supplier will provide case studies that illustrate cost savings

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 Buyers;

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 Buyers 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 Buyers,
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 Buyers.

Buyers

3.3.7 The Supplier shall notify the Buyers in writing as soon as a claim is received which requires a reserve of [x] (amount to be agreed with the Buyers in the Call Off Agreement), or more to be allocated. The Supplier shall notify the Buyers 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 Buyers' 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 Buyers, 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 Buyers 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 practicable;

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 Buyers 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 Buyers 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 Buyers.

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 Buyers to identify and manage any claims identified as fraudulent. The Supplier shall provide:

3.8.1.1 Fraud awareness training to the Buyers' staff;

3.8.1.2 Fraud training materials, including risk indicators and crib sheets, to be issued to the Buyers' staff; and

3.8.1.3 Referral forms for the Buyers 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 Buyers 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 Buyers. The Buyers 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 Buyers and the Buyers 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 Buyers 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 Buyers 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 Buyers, by ensuring effective negotiation, claims analysis and delegated authority for claims approval.

Buyers

3.9.3 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 Buyers within the Statement of Requirements.

3.9.4 Payments over the agreed amounts shall only be made with the authorisation of the Buyers.

3.9.5 Should the Buyers 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 Buyers according to the terms of the Call Off Agreement, unless otherwise agreed and notified in writing by the Buyers. 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 Buyers.

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 Buyers,

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 Buyers, 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 Buyers 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 Buyers, the Supplier has failed to maintain the balance above the minimum level at which interest is payable and the Supplier shall indemnify the Buyers against all liabilities costs and expenses suffered or incurred by the Buyers 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 Buyers 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 Buyers 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 Buyers:

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 and

3.10.9.4 immediately on or prior to any assignment of the Call Off Agreement

Buyers

3.10.10 If applicable, the Buyers 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.

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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 Buyers and / or appointed solicitors immediately of any legal proceedings (i.e. court claim form) served on the Buyers that triggers the litigation process or pre-action disclosure request. The Supplier shall consult with the Buyers 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 Buyers' 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 Buyers.

3.12.2 The Buyers' 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 Buyers' 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 Buyers' appointed officer shall attend trial hearings where it is deemed to be of value.

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

3.13 AUDIT OF CALL OFF CONTRACT – MANDATORY REQUIREMENTS

3.13.1 The Buyers 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 Buyers 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 Buyers 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 Buyers.

3.14 DISBURSEMENTS – MANDATORY REQUIREMENTS

3.14.1 The Supplier shall advise the Buyers 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 Buyers;
- 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 Buyers and / or its appointed representatives. Annex A may be amended from time to time by the Buyers.

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

Central Government Authorities

3.15.7 The Supplier shall work with the Buyers to develop a list of codes to ensure effective reporting. Annex A shall be used as a starting point for code development. The Supplier may be required to work closely with the Buyer to develop optimum reporting processes and the development of information capture systems, to allow interrogation of claims data to identify

patterns and/or any trends.

3.16 MANAGEMENT INFORMATION (AUTHORITY) – MANDATORY REQUIREMENTS

3.16.1 The Supplier shall provide Management Information to the Authority in accordance with Framework Schedule 5.

3.17 BUYERS' REPORTING REQUIREMENTS – MANDATORY REQUIREMENTS

Buyers

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

3.17.1.1 Claims received with the month, showing number and total value of reserves;

3.17.1.2 Claims settled in the month, showing number and total cost;

3.17.1.3 Claims outstanding for more than six months, showing number and total value
of reserves;

3.17.1.4 Claims outstanding for more than nine months, showing number and total value of reserves;

3.17.1.5 Value of reserves, the circumstances giving rise to each claim, the action
taken and the action planned;

3.17.1.6 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;

3.17.1.7 Claims with reserves in excess of £100,000 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;

3.17.1.8 Potential recoveries notified in a month, showing number and total amount;
and

3.17.1.9 Claimants' solicitors' costs, to be calculated as a percentage of the compensation.

3.17.9 The Supplier shall work with the Buyers to develop the management reporting requirements, including the identification of trends and trouble spots within the Buyers.

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 Buyers' staff vetting procedures. Full details of the actions required to comply with the procedures, can be found in paragraph 21.3.

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 Buyers' requirements. Certain Buyers 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/Up_date_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 Buyers 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 Buyers may specify additional and / or alternative requirements to some, or all of the above

requirements.

3.18.11 The Supplier shall note that the Buyers 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 Buyers accept no liability for costs incurred in the process of obtaining such disclosure certification.

3.18.13 Buyers 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 Buyers 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 Buyers' premises throughout the Call Off Contract period.

3.19.6 It is anticipated that the frequency of the review meetings shall be quarterly. The Buyers 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 Buyers and communicated to the Supplier in advance of that meeting.

3.19.8 The review meetings shall be attended, as a minimum, by the Buyers 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 Buyers.

3.19.10 The Buyers 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 Buyers.

3.19.12 The Supplier shall be required to provide a dedicated telephone number to the Buyers unless otherwise agreed. This shall be confirmed by the Buyers 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 Buyers.

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 Buyers, 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 Buyers 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 Buyers 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 Buyers 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 / Buyers.

3.20.5 The Supplier shall provide comprehensive reports on all complaints to the Authority and to the relevant Buyers on a monthly basis, or as requested by each of the Buyers. 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 Buyers shall define any additional requirement(s) 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 Buyers. 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 Buyers. 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 Joint Schedule 6 (Key Subcontractors).

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 Buyers.

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 Buyers, the Supplier shall work with the Buyers 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 Buyers 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

. 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

3. 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 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 ISO27001:2017 .

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

Toxic Corrosive Irritating		Wrist Hand Finger 1 2 3 4 Thumb Other (specify) Leg Hip Knee Ankle Foot Toe: 1 2 3 4 Big Other (specify)
Nature of initial Treatment		First Aid Given
		Resumed Work
		Sent Home
Name of Hospital/Health Centre		Sent to Doctor
		Sent to Hospital/Health Centre
		No Treatment Required

<u>IMMEDIATE CAUSES</u>	
Acts	
Use of Protective Measures/Equipment Improper use of personal protective equipment Not using Personal Protective Equipment Disabling guards or warning systems	Servicing, operating on non-isolated or energised equipment Lack of knowledge of hazards Equipment not secured
Following Procedures	
General: Not following: Safety standards or guidelines Proper operating procedures or methods Proper maintenance procedures or methods	Lack of: Adequate supervision Formal operating procedure Safe system of work Improper loading

Specific: Operating equipment without MoD Taking improper position or posture Improper placement Overexertion of physical capability Improper mixing or use of chemicals Lifting		Working at improper speed Conscious risk taking (by group) Conscious risk taking (by individual) Horseplay
Use of Tools or Equipment		
Using: Equipment improperly Tools improperly Incorrect tools		Defective equipment (aware) Defence tools (aware)
Inattention/Lack of Awareness		
Improper decision making or lack of judgement Distracted		Inattention of footing, access or surroundings
Conditions Hardware Defective: Equipment Tools Inadequate Equipment Tools		Improperly prepared Equipment Tools Or Wear/tear Corrosion Other
Conditions of Equipment/Measures		
Inadequate: Guards/protective devices Personal protective equipment Isolation of process or equipment Warning systems Or Misuse of Personal Protective Equipment		Defective: Personal Protective Equipment Guards/protective devices Warning systems
Process Exposure		
Exposure to: Fire and explosion Noise		Radiation Temperature extremes 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 Monitoring of initial operation Evaluation and / or documentation of change Other (please specify)	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 life Other (please specify)	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 Or: Lack of initial orientation Possibly inadequate work Standards Lack of, or inadequate, work safety analysis regarding hazardous activities Negative reporting

		(meaning: "if not told otherwise, assume all is well") Poor enforcement of personal protective equipment use Lack of, inadequate, Risk Assessment Other (please specify)
Error inducing Conditions	Incompatible Goals	Training
<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>Physical/physiological demands</p> <p>Fatigue due to mental task load or work duration</p> <p>Other (please specify)</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 boring, lack of incentive to learn</p> <p>Job requirements and training do not match</p> <p>Other (please specify)</p>

<u>ROOT CAUSES (2)</u>	
Management System Factors (continued)	
Communication	Organisational Factors
Includes both the tools for communication and the process of communication: Communication of safety and health data,	Refers to systems or programs within the organisation: Inadequate:

Regulations or guidelines Communication tools Horizontal communication (i.e. between peers) Vertical communication (i.e. between supervisor and subordinate) Communication between different organisations Or: Giving unclear or incomplete instructions Absence or misuse of standard terminology and phraseologies Other (please specify)	Work plan Audit/inspection programme Incident reporting/Investigation system Purchasing Job placement (wrong person in job) Performance measurement, evaluation and feedback Safety promotion (visibility, acceptance) or unclear or conflicting control of change system or lack of supervisory/management job knowledge safety meetings reporting relationships assignment of responsibility or 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

<p>Perceived mental conditions specific to the individual which may be:</p> <ul style="list-style-type: none"> 1) conducive to committing errors, or 2) render the individual more susceptible to injury or illness <p>Frustration Conflicting demands Preoccupation with problems Confusing directions “Meaningless” or “degrading” activities Other (please specify)</p>	<p>Chosen when the conditions are specific to, or impact directly on the individual.</p> <p>Recommendations generally fall under the control of the supervisor and employee</p> <ul style="list-style-type: none"> Improper performance is rewarding Proper performance is punishing Lack of incentives Improper supervisor example Inadequate identification of critical safe behaviour Inadequate reinforcement of critical safe behaviour Inappropriate aggression Other (please specify) 	<p>Conditions usually specific to an individual but may be common to a peer group</p> <ul style="list-style-type: none"> Lack of experience Inadequate initial instruction/ induction Infrequent performance Lack of coaching Inadequate practise Misunderstood directions Other (please specify)
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