

Framework Schedule 1 - Specification

Insurance and Related Service 3

Reference number

RM6020

Attachment 10a Lot 1

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 1 Brokerage and Related Services

1. Introduction

- 1.1 The purpose of this specification of requirements is to provide a description of the Services that the Supplier shall be required to deliver to Buyers under Lot 1 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)

2. Description

- 2.1 Lot 1 relates to insurance brokerage services set out in Annex A and those associated support services set out in Annex C.
- 2.2 The maximum number of Suppliers which the Authority (CCS) shall appoint to Lot 1 is 15.
- 2.3 The Buyers shall select their Supplier under this Lot, who shall then approach the Suppliers under RM6138 the vehicle onto which Insurance and Related Services providers will be awarded. This dynamic purchasing system vehicle will allow for suppliers to be added during the course of the agreement and can be accessed by Lot 1 Brokers acting as Agents for public sector customers and by customers direct. This will be referred to throughout as "THE DPS".
- 2.4 Buyers may require all or any of those associated support services set out in Annex C in isolation from insurance brokerage. This shall be confirmed by the Buyers in their Statement of Requirements.
- 2.5 The Supplier may be required to provide support and / or advice to commercial insurance programmes and / or self-insurance programmes. This shall be confirmed by the Buyers in their Statement of Requirements.
- 2.6 Where the Buyer is the Department of Education the Services provided will be in support of its risk protection agreement.

2.7 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.

2.8 The scope of the Lot 1 Services is as follows:

Lot 1 Services

Lot 1 is for the provision of insurance brokerage and associated support services which include placing of and advice on a range of insurance policies including but not limited to; property and construction, liability, motor and travel, personal accident, health and life insurance.

The Supplier may be required to provide support and / or advice to:

- a) commercial insurance programmes; and / or
- b) self-insurance programmes.

Associated support services may be offered under Lot 1.

The Supplier shall procure insurance quotations on behalf of the Buyers from THE DPS Suppliers only.

Where the Buyer is the Department of Education the Services provided may be in support of its risk protection agreement.

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 (o) shall commence on the Framework Commencement Date. Requirement (p) shall commence on the Framework Commencement Date, or at a later date when Cyber Essentials Data are received by the Supplier.

- a) **Classes of Insurance Brokerage Mandatory Requirements** – The Supplier shall be able to provide one or more Core Classes of insurance brokerage or one or more Other Classes of other insurance brokerage as detailed in Annex A. Please refer to paragraph 3.1.
- b) **Financial Conduct Authority Mandatory Requirements** – The Supplier shall be FCA registered. Please refer to paragraph 3.2.
- c) **Insurance Programme Design and Placement Mandatory Requirements** – The Supplier shall assist Buyers in the delivery of their insurance requirements. Please refer to paragraph 3.3.
- d) **Advice and Support Mandatory Requirements** – The Supplier shall provide advice and support to Buyers. Please refer to paragraph 3.4.
- e) **Administration Mandatory Requirements** – The Supplier shall provide administrative support to Buyers. Please refer to paragraph 3.5.
- f) **Confirmed Claims Experience (“CCE”) Mandatory Requirements** – The

Supplier shall obtain a CCE report from the insurer(s). Please refer to paragraph 3.6

- g) **Supplier Remuneration Mandatory Requirements** – The Supplier shall disclose all earnings to the Buyers. Please refer to paragraph 3.7.
- h) **Quotations Mandatory Requirements** – The Supplier shall include the minimum information as detailed in paragraph 3.8.
- i) **Invoicing Mandatory Requirements** – The Supplier shall include invoice details, as detailed in paragraph 3.9.
- j) **Claims Handling Mandatory Requirements** – The Supplier shall adhere to the claims handling requirements detailed in paragraph 3.10.
- k) **Claims Reports Mandatory Requirements** – The Supplier shall adhere to the requirements outlined within paragraph 3.11.
- l) **Management Information (Authority) Mandatory Requirements** – The Supplier shall have the capability and capacity to provide Management Information to the Authority. Please also refer to paragraph 3.12.
- m) **Risk Profile Templates Mandatory Requirements** – The Supplier shall fulfil the requirements detailed within paragraph 3.13 and Annex D.
- n) **Security Vetting / Clearance Mandatory Requirements** – The Supplier shall comply with all aspects of the security vetting / clearance mandatory requirements as detailed in paragraph 3.14.
- o) **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 and the requirements of the Buyers as detailed in paragraph 3.15.
- p) **Data Security Mandatory Requirements** – The Supplier shall fully comply with all aspects of the Data Security as detailed in paragraph 3.16.

3.1 CLASSES OF INSURANCE BROKERAGE – MANDATORY REQUIREMENTS

- 3.1.1** The Supplier shall be able to provide one or more Core Classes of insurance brokerage or one or more Other Classes of other insurance brokerage as detailed in Annex A. Classes of insurance brokerage not listed here may also be offered during the lifetime of this agreement.

3.2 FINANCIAL CONDUCT AUTHORITY – MANDATORY REQUIREMENTS

- 3.2.1** The Supplier shall be registered with the FCA.

3.3 INSURANCE PROGRAMME DESIGN AND PLACEMENT – MANDATORY REQUIREMENTS

- 3.3.1** The Supplier shall assist the Buyers in the identification and evaluation of the Buyers' risk exposures.
- 3.3.2** The Supplier shall design, implement, co-ordinate and manage the Buyers' insurance programme in consultation with the Buyers.
- 3.3.3** The Supplier shall develop a Market Presentation as detailed in Annex B in

consultation with the Buyers and present this to all capable Suppliers on THE DPS (including Direct Dealing Insurers) via a Further Competition Procedure against THE DPS.

- 3.3.4 The Supplier shall notify the Buyers of its pre-contractual duties of disclosure to insurers including the duty to disclose all information that would be considered material in the context of such duty.
- 3.3.5 Where the Supplier has procured insurance from an Insurer on THE DPS who is a Managing General Agent, Broker Only Insurer or a Panel Insurer Broker, the Supplier shall ensure that such Insurer has included the correct Management Charge within their quotation.
- 3.3.6 The Supplier shall clarify the policy terms with the Insurer and / or Managing General Agent and / or Panel Insurer Broker in order to obtain the most favourable, appropriate and economically advantageous insurance terms which meet the demands and needs of the Buyers.
- 3.3.7 Unless advised otherwise by the Buyers, the Supplier shall check that the Insurer's and / or Managing General Agent and / or Panel Insurer Broker quotations and insurance policy terms are in full accordance with the Market Presentation.
- 3.3.8 The Supplier shall evaluate the responses to the Market Presentation and present all the Lot 1 Suppliers quotations to the Buyers explaining the individual quotes, including the DPS Suppliers who declined to quote with their reason(s), and put forward an objective and impartial recommendation to the Buyers in the form an evaluation and recommendation report.
- 3.3.9 Following written instruction from the Buyers the Supplier shall place the insurance cover with the selected Insurer(s) and / or Managing General Agent(s) and / or Panel Insurer Broker(s) on behalf of the Buyers.
- 3.3.10 Following confirmation that cover is placed by the Insurer and / or Managing General Agent(s) and / or Panel Insurer Broker(s), the Supplier shall provide written confirmation of cover to the Buyers.
- 3.3.11 The Supplier shall understand (or is willing to gain an understanding of) the public sector insurance market, including, but not limited to, knowledge of the insurance landscape within the public sector, EU regulations relating to the procurement of insurance, and common insurance brokerage requirements within the public sector.
- 3.3.12 The Supplier shall work with the Buyers to secure the most economically advantageous policy terms for each requirement. This shall include working with the Buyers to identify realistic methods for minimising costs, and supporting in the identification of the correct insurance requirements based on the information provided by the Buyers.

3.4 ADVICE AND SUPPORT - MANDATORY REQUIREMENTS

- 3.4.1 The Buyers, when carrying out a further competition or as a service, may require insurance brokerage advice and support which will be detailed in the Further Competition Procedure. This may include, but is not limited to:

3.4.1.1 Advice on:

- a) Insurer security;
- b) Sale and acquisition processes;

- c) Insurance brokerage;
- d) Self-insurance and other alternatives to commercial insurance;
- e) Incorporation exercises; and
- f) Levels of insurance and levels of excess.

3.4.1.2 Insurance brokerage support and advice to the Buyers in its:

- a) Infrastructure, land and construction projects;
- b) Outsourcing projects;
- c) Due diligence exercises;
- d) Risk profiling;
- e) Insurance and indemnity matters;
- f) Self-insurance schemes;
- g) Contractual procedures for negligence claims and disputes; and
- h) Liability advice provided to project teams including feasibility studies, research work and insurance due diligence exercises. Procurement and contracts review including drafting and negotiation of workable and sustainable insurance requirements and obligations in contracts including but not limited to insurance support to all forms of procurement programmes and contract types.

3.4.1.3 Support to the Buyers in:

- a) Updating the Buyers' guidance on contractual insurance and liability requirements and advice on current best practice;
- b) Insurance, loss and risk management subject matter expertise; and
- c) Developing insurance and liability policy requirements across government and sharing current best practice.

3.5 ADMINISTRATION - MANDATORY REQUIREMENTS

- 3.5.1** The Supplier shall provide invoices and statements to the Buyers in support of the Call Off Contract as frequently as is set out in the Statement of Requirements.
- 3.5.2** The Supplier shall check all insurance documentation for accuracy before issuing to the Buyers. This shall include, but is not limited to, the checking of statutory certificates and complete policy documents.
- 3.5.3** Subject to their receipt from the Insurer and / or Managing General Agent and / or Panel Insurer Broker, the Supplier shall forward any statutory certificate(s) to the Buyers before the policy start date.
- 3.5.4** Subject to their receipt from the Insurer and / or Managing General Agent and / or Panel Insurer Broker, the Supplier shall provide/forward complete policy documentation by the policy start date or within 30 days of inception to the Buyers. If the policy documentation is not available by the policy start date, the Supplier shall procure that an insurer issues an insurer's produced Cover Note, which the Supplier will forward upon receipt to the Buyers.
- 3.5.5** During the policy period there may be circumstances where the Buyers' cover requirements change. Where necessary, a Buyer shall request (in writing) that the Supplier shall arrange an amendment to the policy and / or premium

accordingly with the relevant Insurer(s) and / or Managing General Agent(s) and / or a Panel Insurer Broker(s). The request to amend the policy shall be acknowledged by the Supplier within two working days of receipt, and the revised terms shall be agreed by both parties within a reasonable timeframe.

- 3.5.6** Where mid-term adjustments to the Buyers' insurance cover are required, the Supplier shall work with the Insurer(s) and / or Managing General Agent(s) and / or a Panel Insurer Broker(s) to facilitate such mid-term adjustments on behalf of the Buyers within a reasonable timeframe.
- 3.5.7** The Supplier shall adhere to contract certainty.
- 3.5.8** The Supplier shall disclose their terms of business agreement (if applicable) and any other regulatory document(s) to the Buyers.

3.6 CONFIRMED CLAIMS EXPERIENCE - MANDATORY REQUIREMENTS

- 3.6.1** The Supplier shall obtain evidence of CCE of up to 10 years (five years minimum unless agreed otherwise) from the incumbent insurer. This shall be provided to the Buyers and shall form part of the Market Presentation submitted to the DPS Suppliers in accordance with paragraph 3.3 above.
- 3.6.2** The Supplier shall provide a CCE report which shall include as a minimum (unless otherwise agreed with the Buyers):
 - 3.6.2.1 Date of issue;
 - 3.6.2.2 Date of last reported claim;
 - 3.6.2.3 Name and address of insured;
 - 3.6.2.4 Name and address of insurer;
 - 3.6.2.5 Name and position of insurer's representative;
 - 3.6.2.6 Policy number;
 - 3.6.2.7 Renewal date; and
 - 3.6.2.8 Signature of insurer's representative.
- 3.6.3** The list below shall be shown for each period of cover:
 - 3.6.3.1 Cover in period and applicable excess;
 - 3.6.3.2 Period;
 - 3.6.3.3 Total claim amounts outstanding (split between damage, injury where applicable);
 - 3.6.3.4 Total claim amounts paid (split between damage, injury where applicable)
 - 3.6.3.5 Total number of claims reported (including outstanding claims); and
 - 3.6.3.6 Vehicle years (motor only).
- 3.6.4** Subject to receipt from the incumbent insurer, for live policies the Supplier shall provide the CCE report to the Buyers no later than 60 days prior to expiry of the current policy(s) unless otherwise agreed with the Buyers.
- 3.6.5** The CCE reports are to be made available in Excel or comma-separated value (CSV) format by the Supplier to the Buyers.

3.7 SUPPLIER REMUNERATION - MANDATORY REQUIREMENTS

- 3.7.1** The Supplier shall disclose all earnings relating to the Buyer's Call Off Contract under this Lot including Insurance Services Brokerage (as a GBP and percentage).
- 3.7.2** The Broker Fee shall be confirmed by the Buyers in the Statement of Requirements and may be one of the following but is not limited to:
- 3.7.2.1 Daily blended rate;
 - 3.7.2.2 Fixed for a specific period of work for example annual fee;
 - 3.7.2.3 Hourly rate;
 - 3.7.2.4 Per product, per annum (motor); or
 - 3.7.2.5 Percentage of Premium.
- 3.7.3** The Supplier is permitted to apply an Insurance Services Brokerage in addition to the Broker fee set out in paragraph 3.7.2 above. If applicable, the Supplier is permitted to take a maximum of 3.5% Insurance Services brokerage (based on the Premium) in addition to Clause 3.7.2. Contingent Commissions shall not be included in any transaction connected with this Framework Agreement and any Call Off Contract under Lot 2.
- 3.7.4** The Supplier shall ensure that all Contract Charges, including Broker Fee and Insurance Service Brokerage remain competitive within the market (within the parameters set out in paragraphs 3.7.2. and 3.7.3 above and the Framework Prices submitted under this Framework Agreement).
- 3.7.5** Where required by the Authority the Supplier shall undertake Benchmark Reviews as detailed in Call-Off Schedule 3 - Continuous Improvement. Where required the Supplier shall develop a benchmarking methodology to be used.

3.8 QUOTATIONS - MANDATORY REQUIREMENTS

- 3.8.1** The Buyers shall confirm the term of the Call Off Contract (which shall be up to a maximum of five (5) years) in the Statement of Requirements.
- 3.8.2** The Supplier shall include the following detail as a minimum, by class or subclass of insurance procured:
- 3.8.2.1 Basis of Cover - any variation(s) from the original Statement of Requirements shall be clearly identified and allow for contract certainty;
 - 3.8.2.2 Cost of associated support services if excluded from Premium (GBP);
 - 3.8.2.3 Details of any Combined Bid, Combined Discount and / or Combined Incentive where applicable;
 - 3.8.2.4 Full disclosure of Supplier remuneration (GBP);
 - 3.8.2.5 Insurance Services Brokerage amount (GBP) and percentage;
 - 3.8.2.6 Insurer details including name and policy wording reference;
 - 3.8.2.7 IPT amount (GBP);
 - 3.8.2.8 Period of quotation validity;
 - 3.8.2.9 Policy and endorsement wording (only if a new policy);
 - 3.8.2.10 Policy wording reference;

- 3.8.2.11 Management Charge (GBP);
- 3.8.2.12 Premium (GBP);
- 3.8.2.13 Premium payment warranties (if applicable);
- 3.8.2.14 Summary of the Statement of Requirements exercise, to include markets approached and responses; and
- 3.8.2.15 VAT amount (if applicable) (GBP).

3.9 INVOICING - MANDATORY REQUIREMENTS

- 3.9.1** The Supplier's invoice shall include the following detail as a minimum, by class or subclass of insurance procured:
 - 3.9.1.1 Class of insurance;
 - 3.9.1.2 Insurer details;
 - 3.9.1.3 Insurer policy number of reference;
 - 3.9.1.4 IPT amount (GBP);
 - 3.9.1.5 Payment terms;
 - 3.9.1.6 Premium (GBP); and
 - 3.9.1.7 VAT amount (if applicable).

3.10 CLAIMS HANDLING - MANDATORY REQUIREMENTS

- 3.10.1** Any claims handling service requirements shall be specifically requested by the Buyers in their Statement of Requirements. The Supplier shall respond to this request, taking into account any in-house or other incumbent capability.
- 3.10.2** The Supplier shall make all reasonable endeavours to ensure that any costs for which the Buyers are liable are minimised.
- 3.10.3** Claim notification details shall be confirmed by the Buyers and Supplier prior to completion of the Call Off Contract. The Supplier shall ensure that:
 - 3.10.3.1 Conflicts of interest are managed and disclosed;
 - 3.10.3.2 Claims are handled fairly;
 - 3.10.3.3 Claims are settled promptly; and
 - 3.10.3.4 Buyers shall be provided with information on the claims handling process, and where relevant with an explanation of why a claim is rejected or not settled in full.
- 3.10.4** Where Buyers require an online solution, details of such will be confirmed in the Statement of Requirements.

3.11 CLAIMS REPORTS - MANDATORY REQUIREMENTS

- 3.11.1** Subject to receipt from the Insurer and / or Managing General Agent and / or Panel Insurer Broker, claims reports shall be supplied to the Buyers, Broker and / or claims handler unless otherwise agreed no later than 90 days prior to expiry of the current policy, or within 30 days of any request by the Buyers or other period agreed in the Statement of Requirements.

- 3.11.2** The content of the claims reports shall be agreed between the Buyers, Supplier and the claims handler (where not the Supplier). The report shall include the following as a minimum (unless otherwise agreed with the Buyers):
- 3.11.2.1 Amount of damage outstanding before deduction of excess (GBP);
 - 3.11.2.2 Amount of damage paid before deduction of excess (GBP);
 - 3.11.2.3 Balance left in fund (if using funded methodology) (GBP);
 - 3.11.2.4 Claim reference;
 - 3.11.2.5 Claimant forename (motor and liability classes only);
 - 3.11.2.6 Claimant surname (motor and liability classes only);
 - 3.11.2.7 Claims handler claims reference;
 - 3.11.2.8 Buyers' claims reference;
 - 3.11.2.9 Damage recovery (GBP) (motor only);
 - 3.11.2.10 Date of incident;
 - 3.11.2.11 Excess;
 - 3.11.2.12 Fund transactions (GBP) (if using funded methodology);
 - 3.11.2.13 Incident details;
 - 3.11.2.14 Injury outstanding before deduction of excess (GBP);
 - 3.11.2.15 Injury paid before deduction of excess (GBP) (motor and liability classes only);
 - 3.11.2.16 Supplier claim reference;
 - 3.11.2.17 Interest earned (GBP) (if using funded methodology);
 - 3.11.2.18 Location of incident / postcode;
 - 3.11.2.19 Nature of the incident;
 - 3.11.2.20 Net damage paid (GBP) (motor only);
 - 3.11.2.21 Policy reference;
 - 3.11.2.22 Recoveries received (GBP);
 - 3.11.2.23 Report date;
 - 3.11.2.24 Source code;
 - 3.11.2.25 Total payments made (GBP); and
 - 3.11.2.26 Valuation date.
- 3.11.3** The claims reports shall be made available in Excel or comma separated value (CSV) format by the Supplier to the Buyers.
- 3.11.4** The timeliness of the claims reports shall be confirmed by the Buyers in the Statement of Requirements.
- 3.11.5** Where required by the Buyers the Supplier shall conduct a claims and trend analysis based on the claims history / report. This shall be confirmed by the Buyers in the Statement of Requirements.
- 3.11.6** Where Buyers require an online solution, details of such will be confirmed in the Statement of Requirements.
- 3.11.7** The Buyers and the Supplier shall agree the claims history within 30 days of

receipt of the claims report from the claims handler.

3.12 MANAGEMENT INFORMATION (AUTHORITY) - MANDATORY REQUIREMENTS

- 3.12.1** The Supplier shall provide Management Information to the Authority in accordance with Framework Schedule 5 (Management Charges and Information).

3.13 RISK PROFILE TEMPLATE - MANDATORY REQUIREMENTS

- 3.13.1** The Supplier shall work with the Authority to develop a risk profile template for each sector of the public sector within one month of the Framework Commencement Date. Suppliers to submit an example of a risk profile template and contribute to future workshops to develop a standard approach.
- 3.13.2** The risk profile template shall include the information contained within Annex D as a minimum.
- 3.13.3** The Supplier shall include the risk profile template within the Buyers Statement of Requirements.
- 3.13.4** The format and layout of the risk profile template shall be developed in conjunction with the Buyers.

3.14 SECURITY VETTING / CLEARANCE - MANDATORY REQUIREMENTS

- 3.14.1** Where required by the Buyers the Supplier shall obtain security clearance / vetting. 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 Contract(s).
- 3.14.2** Where required by the Buyers, Supplier Personnel working under this Framework Agreement shall comply with the Authority's staff vetting procedures. Full details of the actions required to comply with the procedures can be found by following the links below in paragraph 13.14.3.
- 3.14.3** 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 Agreement stage. The links below provide details of the security / vetting requirements this will be established at Call Off Agreement stage:
- https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/325075/Update_Service_Applicant_guide_v3.9.pdf
- https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367514/Security_Requirements_for_List_X_Contractors.pdf
- 3.14.4** Baseline Personnel Security Standard (BPSS) pre-engagement checks:
- 3.14.4.1** Baseline Personnel Security Standard (BPSS) pre-engagement checks – the Supplier 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 prerequisite to any security vetting. The Buyers reserve the right to carry out their own BPSS checks.

- 3.14.4.2 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.
- 3.14.4.3 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 license;
 - d) Utilities bill to confirm address;
 - e) P45; or
 - f) Indefinite Leave to Remain (ILTR).
- 3.14.4.4 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 work permit shall be held on file, and the copy shall be in date and verified.
- 3.14.4.5 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 endeavors 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).
- 3.14.4.6 Three years' employment details shall be recorded to establish employment history.
- 3.14.4.7 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.
- 3.14.4.8 In addition the Supplier shall ensure that the applicant is required to account for any significant periods of time spent overseas.
- 3.14.4.9 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.
- 3.14.4.10 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 Call Off Contract. 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 applicant;
- 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.

- 3.14.4.11 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.
- 3.14.4.12 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.
- 3.14.4.13 Where the applicant has registered for the DBS update service the evidence of the online check and candidate's registration number should be retained in line with the DBS Code of Practice.
- 3.14.4.14 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 applicant until a new DBS check has been issued, reviewed and copied by the Supplier.
- 3.14.4.15 Where applicable, a certificate of good conduct or overseas criminal record check ('Police check') conducted on the potential candidate 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.
- 3.14.4.16 The Supplier shall note that the Buyer may specify additional and / or alternative requirements to some, or all of, the above requirements.
- 3.14.4.17 The Supplier shall note that the Buyer 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.
- 3.14.4.18 Costs for the above shall be borne by the Supplier. The Authority accepts no liability for costs incurred in the process of obtaining such disclosure certification.
- 3.14.4.19 Buyers may perform audits which may include checking compliance with the security requirements above and / or the additional

requirements specified by the Buyer and as mandated by HM Government.

3.15 FRAMEWORK MANAGEMENT INCLUDING ACCOUNT MANAGEMENT - MANDATORY REQUIREMENTS

- 3.15.1** 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.
- 3.15.2** The Supplier shall provide each Buyer with a named account manager to ensure that all the requirements of the Call Off Contract are met.
- 3.15.3** The Supplier shall:
- 3.15.3.1 Acknowledge Buyers' queries within one day of receipt;
 - 3.15.3.2 Have a process to allocate the Buyers' work;
 - 3.15.3.3 Have a structure in place to respond to the individual Buyers' queries; and
 - 3.15.3.4 Ensure Buyers receive courteous and helpful attention from the Supplier's Personnel.
- 3.15.4** All communications from the Supplier shall be clear, courteous, helpful and identify the appropriate employee to contact in the event of a query.
- 3.15.5** The Supplier shall use a number of information sources to maintain and develop its knowledge of the public sector and the public sector insurance market.
- 3.15.6** The Supplier shall adopt a policy of continuous improvement as detailed in Framework Schedule 4 (Framework Management). The Supplier shall provide to CCS relevant examples of lessons learnt in the form of a case study relating to the provision of insurance and / or advice to Buyers that demonstrate the clear commercial benefits provided to customers when accessing the framework.

3.16 DATA SECURITY - MANDATORY REQUIREMENTS

- 3.16.1** 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.
- 3.16.2** 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.
- 3.16.3 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, or at a later date when Cyber Essentials Data are received by the Supplier. 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 a later date when Cyber Essentials Data are received by the Supplier; or
- iii. The Supplier does not have a current and valid Cyber Essentials Certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but can demonstrate (or will be able to demonstrate by the Framework Commencement Date, or a later date when Cyber Essentials Data are received by the Supplier) 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 3.16.3 (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 3.16.3 (a) to 3.16.3 (c) (inclusive) where such Key Sub-Contractors and / or Sub-Contractors are responsible for receiving Cyber Essentials Data.

Annex A – Core Classes and Sub Classes of Insurance Brokerage

Core Class: Liability Insurance
Sub Classes:
Airport concessionaires
Airside liability
Aviation liability
Charity Trustees indemnity
Clinical Trials
Clinical negligence (medical malpractice)
Corporate Legal Liability
Cyber
Directors and officers liability
Drones Liability
Employers liability
Employment practice liability
Environmental liability
Environmental warranty
Errors and omissions (statutory duties)
Excess of loss liability
Failure to educate (PI education)
Financial loss
Intellectual Property
Land charges
Libel and slander
Management Liability
Marine liability

Media and Advertising Liability
Non-negligent liability
Nuclear / radiation
Occupiers / rented premises liability
Officials indemnity
Overseas liability
Pension Trustees indemnity
Personal liability
Pollution clean-up costs (bartoline and European liability directive)
Product Recall
Products liability
Professional indemnity (external services)
Property owners liability
Public liability
Rail Operators
Right to Light/Easement
Service Indemnity (motor)
Solicitors professional indemnity
Sudden and accidental pollution liability
Wrongful conversion (motor)
Other Liability

Core Class: Travel & Personal Accident
Sub Classes:
Absence (illness and maternity)
Bonds
Business travel
Contingency - Kidnap & Ransom
Crash team personal accident
Group personal accident
Household - UK & Overseas
Locum Supply
Personal accident
Personal injury
Pilots loss of licence
Restrictive/defective title
School journey travel
Special contingency
Supply teacher
World Wide Personal Effects
Other Travel and Personal Accident

Core Class: Motor Insurance
Sub Classes:
Agricultural vehicles
Autonomous vehicles
Blue Light
Comprehensive
Funded
Gap insurance
Legal expenses
Motor Traders risks
Motor credit guarantee
Occasional Business Use
Special types
Third party
Third party fire and theft
Other Motor

Core Class: Property and Construction Insurance
Sub Classes:
Alternative Accommodation
Aviation hull
Balance of risks
Boiler explosion
Business interruption additional increased costs
Business interruption gross profit

Business interruption gross rent
Business interruption gross revenue
Business interruption increased costs
Computer
Contract works – new build
Contract works – refurbishment
Crime
Delay in Start up
Deterioration of stock
Drivers professional indemnity
Engineering all risks
Engineering business interruption
Engineering inspection
Exhibition goods
Fidelity
Fine art
Fragmentation
Glass
Goods in transit
Hired In plant
Latent defects
Leasehold / right to buy housing contents
Livestock
Machinery movement
Marina installation
Marine Hull

Marine transit / cargo
Material damage (buildings / tenants improvements/ contents / stock) specified perils
Material damage all risks
Money
Mortgage interest
Museum artefacts
Own surrounding property
Software and data
Tenants home contents
Terrorism
Testing and commissioning
Theft
Warranty & Indemnity
Other Property and Construction

Core Class: Other
Sub Classes:
Agricultural risks
Bonds/securities
Builders' risks cover
Bunkers
Captive management capabilities
Chancel indemnity
Charterers loss of use
Commercial Legal Expenses

Clinical Trials
Climate Change
Comprehensive carrier's liability
Comprehensive charterer's liability
Comprehensive general liability - mobile offshore units
Comprehensive general liability offshore
Credit
Crew
Cyber
Defective title indemnity
Defence
Diver's professional indemnity
Events
Event cancellation
Extended Loss of Hire cover
Film Production
Forestry insurance
Hovercraft
Hull and Machinery
Insurance linked securities
Judicial Review
Key Man
Legal expenses
Legal Expenses for Foster Carers
Loss of hire

Loss Recovery Services
Lottery Win
Loss of Hire
Natural Disasters
Non owned aviation
Piracy
Political risk
Product recall
Product guarantee
Prize Indemnity
Sensitive risks
Solicitors professional indemnity
Specialised
Support Services
Suretyship
Total loss of freight interest
Total loss of hull interest
Uninsured Loss Recovery Service
Warehouse Keepers Liability
War risks cover

Core Class: Health
Sub Classes:
Private Medical insurance
Staff Health Insurance
International Private Medical Insurance

Healthcare Cash Plans
Dental
Other Health

Core Class: Life Products
Sub Classes:
Registered Group Life Insurance
Excepted Life Assurance
Dependants Pension
Income Protection/Long term Disability
Group Critical Illness

Core Class: Reinsurance
Sub Classes:
Treaty
Facultative
Other reinsurance

Annex B – Market Presentation

1. The Market Presentation shall include as a minimum:
 - 1.1. Account management;
 - 1.2. Brokerage (as applicable);
 - 1.3. Business description;
 - 1.4. Choice of law and jurisdiction;
 - 1.5. Class of insurance. Where applicable separate Market Presentations shall be issued for each class of insurance and shall detail any Combined Bid requirements;
 - 1.6. Confirmation if the Buyers are willing to have their Personal Data transferred outside the European Economic Area;
 - 1.7. Correspondence address in full including postcode(s);
 - 1.8. Excess;
 - 1.9. Insured title;
 - 1.10. Interested parties;
 - 1.11. Long term agreements;
 - 1.12. Minimum required terms and conditions (including details of low claims rebates and / or profit shares if applicable);
 - 1.13. Payment terms;
 - 1.14. Period of cover;
 - 1.15. Risk profile template;
 - 1.16. Sums insured / limits of indemnity;
 - 1.17. Territorial limits;
 - 1.18. Underwriting information;
 - 1.19. Where applicable, claims summary (CCE to be attached from the insurer) and an itemised claims listing of all claims received by the insurer in Excel format;
 - 1.20. Where applicable, associated support services (Annex C) including online solutions: and
 - 1.21. Where available, triangulated claims information for each class of insurance for a minimum period of 3 years with appropriate notes.

Annex C – Associated Support Services

- Accident management;
- Actuarial services;
- Advice on insurance legislation / regulation;
- Advice on insurance provisions within procurement contracts/agreements between the Buyers and private finance sector organisations;
- Advice on insurer security;
- Advice on levels of insurance and levels of excess(es);
- Advice on risk transfer (formation, creation and management);
- Assurance services;
- Audits;
- Claims handling;
- Consultancy;
- Courtesy car and relief vehicle;
- Incident investigation;
- Loss analysis / forecasting;
- Management of motor insurance database;
- Rehabilitation services;
- Risk management;
- Risk profiling;
- Statutory engineering inspections;
- Survey work;
- Total cost of risk advice;
- Training;
- Uninsured loss recoveries; and
- Valuation services.

Annex D – Risk Profile Templates

1. General

- 1.1. Confirmation of the in-house and outsourced services provided by the Buyers and details of when they were transferred.
- 1.2. Details of any other function(s) which are not normally associated with the Buyers.
- 1.3. Are the claims handling provided in-house or outsourced? If they are provided in-house does the claims data match the insurers. If they do not match reason(s) are to be provided.
- 1.4. Details of any major changes to the responsibilities of the Buyers or service delivery for the next twelve months.
- 1.5. Business description of the Buyers, which shall include as a minimum, but is not limited to:
 - 1.5.1. Area of authority (square miles);
 - 1.5.2. Key locations included within the area;
 - 1.5.3. Annual revenue and budgets; and
 - 1.5.4. Key priorities.
- 1.6. The corporate plans, risk registers, health and safety policy of the Buyers may be included as an appendix if relevant.
- 1.7. Details of the services provided and the transferred out date (local authorities only) for the following, but not limited to:
 - 1.7.1. Housing;
 - 1.7.2. Refuse;
 - 1.7.3. Leisure centres;
 - 1.7.4. Highways;
 - 1.7.5. Environmental health;
 - 1.7.6. Building control;
 - 1.7.7. Finance;
 - 1.7.8. Administration; and
 - 1.7.9. Other.

2. Motor

- 2.1. Cover required:
 - 2.1.1. Comprehensive;
 - 2.1.2. Third party fire and theft;
 - 2.1.3. Third party only; or
 - 2.1.4. Various.
- 2.2. Use of vehicles:
 - 2.2.1. Social, domestic and pleasure;

- 2.2.2. Policy holder's business; or
- 2.2.3. Other.
- 2.3. Level of excess.
- 2.4. Vehicle numbers by type:
 - 2.4.1. Blue light;
 - 2.4.2. Hired vehicle;
 - 2.4.3. Bus;
 - 2.4.4. Coach;
 - 2.4.5. Minibus
 - 2.4.6. Private cars;
 - 2.4.7. Commercial vehicles <3.5 tonnes;
 - 2.4.8. Commercial vehicles 3.5 – 7.5 tonnes;
 - 2.4.9. Commercial vehicles >7.5 tonnes;
 - 2.4.10. Refuse vehicles; and
 - 2.4.11. Other including special types.
- 2.5. Complete vehicle schedule to include all vehicles detailed in paragraphs 2.1 – 2.3 of this Annex.
- 2.6. Maximum value in any one vehicle.
- 2.7. Narrative for claims over £100,000.
- 2.8. Details of any vehicles used for hire or reward.
- 2.9. Details of any location with vehicle accumulation over £2m.
- 3. Airside**
 - 3.1. Full details of the business/work being undertaken.
 - 3.2. Name and full address of airport location and where the Buyers intend to carry out operations in relation to the airport.
 - 3.3. Frequency of visits to the airport.
 - 3.4. Details of distance of operation/vehicles from aircraft if 20 metres or less.
 - 3.5. Turnover resulting from aviation activities.
 - 3.6. Combined single limit (property damage / bodily injury) per occurrence;
 - 3.7. Policy deductible (property damage only).
- 4. Personal accident**
 - 4.1. Wage roll and / or numbers of persons for each category of insured persons required including operative time.
 - 4.2. Detail of benefits to be included:
 - 4.2.1. Death;
 - 4.2.2. Loss of limb and / or loss of eye;
 - 4.2.3. Total loss of hearing and / or loss of speech and / or hearing in one ear;

- 4.2.4. Permanent total disablement;
- 4.2.5. Permanent partial disablement;
- 4.2.6. Permanent or total loss or use of:
 - 4.2.6.1. An arm, hand or leg above the knee;
 - 4.2.6.2. A leg below the knee or foot
 - 4.2.6.3. A shoulder or elbow;
 - 4.2.6.4. A hip, knee, ankle or wrist;
 - 4.2.6.5. A thumb or big toe;
 - 4.2.6.6. Any finger;
 - 4.2.6.7. Any toe; and
 - 4.2.6.8. Temporary total disablement (weekly benefit – period 104 weeks).
- 4.2.7. The highest salary for each category.

5. Travel

- 5.1. Detail of benefits to be included including sum (£), currently in force or additionally required:
 - 5.1.1. Overseas medical expenses and emergency repatriation expenses and travel expenses;
 - 5.1.2. Excess;
 - 5.1.3. Personal property;
 - 5.1.4. Single article limit;
 - 5.1.5. Delayed personal property;
 - 5.1.6. Loss of travel documents;
 - 5.1.7. Loss of keys;
 - 5.1.8. Money;
 - 5.1.9. Cash limit;
 - 5.1.10. Travel delay; cancellation, curtailment and rearrangement expenses;
 - 5.1.11. Excess;
 - 5.1.12. Personal liability any one event;
 - 5.1.13. Legal expenses;
 - 5.1.14. Rental vehicle excess;
 - 5.1.15. Political or natural disaster; and
 - 5.1.16. Contingency coverage and excess.
- 5.2. Travel pattern for the next twelve months or if not known the previous twelve months travel pattern, including following areas and estimated person days:
 - 5.2.1. UK;
 - 5.2.2. Europe;
 - 5.2.3. USA / Canada; and

- 5.2.4. Rest of the world.
- 5.3. Details of any trips on non-scheduled aircraft.
- 5.4. Confirm of the maximum number of employees who could fly together.
- 5.5. Details of any location with more than 200 insured persons.
- 5.6. Where school journey cover details of pupil numbers split between the following:
 - 5.6.1. Nursery;
 - 5.6.2. Primary;
 - 5.6.3. Secondary; and
 - 5.6.4. Special needs.

6. Engineering and engineering inspections

- 6.1. Inspection schedule including full postcode.
- 6.2. Inspection frequency including non-statutory plant.
- 6.3. The cover required for each item including sum (£) and alternative required (£):
 - 6.3.1. Sudden and unforeseen damage;
 - 6.3.2. Damage to own surrounding property due to explosion or collapse;
 - 6.3.3. Damage to own surrounding property due to fragmentation;
 - 6.3.4. Breakdown; and
 - 6.3.5. Other.
- 6.4. Limit required for own surrounding property.

7. Contract works

- 7.1. List of contracts for the forthcoming period including estimated total value.
- 7.2. Maximum and average contract period.
- 7.3. Split value of contract between:
 - 7.3.1. Buildings – new build showing percentage of timber framed construction;
 - 7.3.2. Buildings – repair / refurbishment / renovation / extension showing percentage of timber framed construction; and
 - 7.3.3. Description of other works.
- 7.4. If cover is required for own plan detail estimated new replacement value and total market value required.
- 7.5. If cover is required for hire in plant detail limit and estimated annual hire charges.

8. Computer

- 8.1. Computer equipment schedule with locations including full postcode.
- 8.2. Location(s) of equipment over £500,000 including details of fire suppression and security arrangements.
- 8.3. Split of sum insured, which includes:
 - 8.3.1. Computer and / or ancillary equipment;
 - 8.3.2. Laptop computers;

- 8.3.3. Other portable equipment;
- 8.3.4. Reinstatement of data / damage to computer records;
- 8.3.5. Months increased cost of working; and
- 8.3.6. Computer negligent breakdown.
- 8.4. Limits for Increased Cost of Working (ICOW) and reinstatement of data.
- 9. Deterioration of stock**
 - 9.1. Type of cold store.
 - 9.2. Type of stock.
 - 9.3. Split of stock sum insured between chilled and frozen and by freezer.
 - 9.4. Confirmation of an alarm and would it work in a power failure.
 - 9.5. Equipment in use – number and size of chillers.
 - 9.6. Age of equipment.
 - 9.7. Are maintenance agreements in place?
- 10. Crime**
 - 10.1. Confirmation of posts where higher sums insured are required including wage roll.
 - 10.2. Maximum value of cash at each location.
 - 10.3. Have monthly management reports been examined for variances against budget forecasts and such variances examined?
 - 10.4. Narrative on all claims over £25,000 including measures taken to prevent re-occurrence.
- 11. Fine art**
 - 11.1. Full address(es) including full postcode and descriptions of locations where collection is kept including construction type.
 - 11.2. Nature of the location:
 - 11.2.1. Museum;
 - 11.2.2. Office;
 - 11.2.3. Storage facility; and
 - 11.2.4. Public access.
 - 11.3. Sums insured for the collection including breakdown between the categories (paintings, fragiles and regalia).
 - 11.4. Details of top 5 items by sums insured.
 - 11.5. Split of sums insured between locations.
 - 11.6. Details of physical security at main location including burglar, fire alarms and the type of signalling.
 - 11.7. Detail outdoor items including materials, values, exact location, security and supervision.
 - 11.8. Detail of valuations to confirm the sums insured including summary pages.

- 11.9. Narrative on significant claims and steps taken to minimise the risk of a re-occurrence.
- 11.10. Details of any non-fine art property claims at the location where the art is kept.
- 11.11. Clarification as to whether the cover requested is being provided by the current insurer or not.
- 11.12. Details of any expected patterns of incoming or outgoing exhibits over the next twelve months including values. Whether transits are expected (UK or worldwide).

12. Legal expenses

- 12.1. Detail and confirmation of cover required, limit and excess on the following but not limited to:
 - 12.1.1. Employment defence;
 - 12.1.2. Tax and VAT;
 - 12.1.3. Criminal prosecution;
 - 12.1.4. Property disputes;
 - 12.1.5. Data protection;
 - 12.1.6. Contract disputes; and
 - 12.1.7. Helpline.

13. Marine

- 13.1. Confirmation if the vessel(s) is ashore or afloat including the full address including postcode(s).
- 13.2. Schedule of the vessel(s) including:
 - 13.2.1. The sums insured;
 - 13.2.2. Is damage cover required; and
 - 13.2.3. If liability cover required.
- 13.3. The level of excess required for each and every loss.
- 13.4. Confirmation of conditions and exclusions to include limit, if its currently in force or its additionally required on the following:
 - 13.4.1. Third party liability; and
 - 13.4.2. Water skier's liability.

14. Financial loss

- 14.1. Detail the basis of cover to include but not limited to:
 - 14.1.1. All employees;
 - 14.1.2. Individual limits;
 - 14.1.3. Persons insured;
 - 14.1.4. Sum insured; and
 - 14.1.5. Alternative sum insured required (£).
- 14.2. Confirmation of conditions and extensions.

15. Professional indemnity

- 15.1. A breakdown of the services provided to third parties, including but not limited to:
 - 15.1.1. Limit of indemnity (£);
 - 15.1.2. Estimated annual fee (£);
 - 15.1.3. Excess (£);
 - 15.1.4. Run-off only required; and
 - 15.1.5. Retroactive date.
- 15.2. Detail conditions and extensions, including but not limited to:
 - 15.2.1. Indemnity for former employees and consultants; and
 - 15.2.2. Infringement of copyright or patents.
- 15.3. The previous year's and the forthcoming year's income for each service.
- 15.4. Confirmation that there are no material changes expected in the current year.
- 15.5. Confirmation that the Buyers can agree with the following statements:
 - 15.5.1. **Legal Services**
 - 15.5.1.1. All legal services work is undertaken or supervised by a legally qualified employee;
 - 15.5.1.2. No conveyancing work is undertaken;
 - 15.5.1.3. All work is undertaken under a formal written contract with the third party; and
 - 15.5.1.4. No officials indemnity losses in this area.
 - 15.5.2. **Construction services**
 - 15.5.2.1. This would include engineering, design and construction activities, surveying activities and architecture;
 - 15.5.2.2. All construction work is undertaken or supervised by a qualified employee;
 - 15.5.2.3. No work is undertaken on bridges, tunnels, airports, railways, sewage or harbours;
 - 15.5.2.4. All work is undertaken under a formal written contract with the third party and
 - 15.5.2.5. No officials indemnity losses in this area
 - 15.5.3. **Valuation services**
 - 15.5.3.1. No valuations are undertaken for lending purposes;
 - 15.5.3.2. No single valuation is undertaken which is larger than GBP1,000,000;
 - 15.5.3.3. All work is undertaken under a formal written contract with the third party and
 - 15.5.3.4. No officials indemnity losses in this area.
 - 15.5.4. **Procurement**
 - 15.5.4.1. No officials indemnity losses in this area

16. Employers liability

- 16.1. Wage roll bill and the number of employees for the past seven years.
- 16.2. Largest location by number of employees and maximum number at that location.
- 16.3. Web link to latest reports and accounts.
- 16.4. Confirmation on the definition of employee:
 - 16.4.1. Any member of the Buyers;
 - 16.4.2. Any person under a contract of service or apprenticeship;
 - 16.4.3. Persons hired by the Buyers;
 - 16.4.4. Any labour master or person supplied by the Buyers;
 - 16.4.5. Labour on sub-contractors;
 - 16.4.6. Self-employed persons;
 - 16.4.7. Persons on work experience schemes or similar;
 - 16.4.8. Authorised volunteer works/helpers; and
 - 16.4.9. Any officer or member of the catering, social, sports or welfare organisations of the Buyers.
- 16.5. Confirmation of the sum for the:
 - 16.5.1. Limit;
 - 16.5.2. Excess; and
 - 16.5.3. Aggregate.
- 16.6. Details of any trading company owned or operated by the Buyers.
- 16.7. Education authorities only - the number of special schools the Buyers operate.
- 16.8. Social services authorities only – the number of care homes the Buyers are responsible for
- 16.9. **Social services and healthcare authorities only – child sexual exploitation**
 - 16.9.1. Within the Buyers' area is there a known exposure to child sexual exploitation?
 - 16.9.2. Are there any current police investigations into child sexual exploitation within the Buyers being undertaken?
 - 16.9.3. Are the Buyers aware of any claims, incidents or allegations of failure against the Buyers which might give rise to claims against the Buyers? If so, please provide details.
 - 16.9.4. Do the Buyers know how many children (approximately) in the Buyers area have been identified as being at risk of child sexual exploitation?
 - 16.9.5. What have the Buyers been doing to identify the level of child sexual exploitation in the area?
 - 16.9.6. Do the Buyers have a child sexual exploitation team and how long has this been in place?
 - 16.9.7. What are the Buyers doing to monitor child sexual exploitation and how long has this been in place?
 - 16.9.8. For English /Welsh authorities only. Does the Council policy on child

sexual exploitation follow the recommendations outlined in the national working group summary of recommendations 2014/01? Describe the steps being taken and the stage of progress in implementing these recommendations

- 16.9.9. For Scottish authorities only. Do the Buyers adhere to the national guidance for protection of children in Scotland 2014 (which is an update of the 2010 Guidance)? Describe the steps being taken by the Buyers and the stage of progress in implementing the 2014 guidance.
- 16.9.10. With regard to the Buyers' policy on child sexual exploitation, what evidence can the Buyers provide to show the policy is actually implemented and adhered to (rather than a tick box) and that it produces the required benefit? From a claims perspective, ineffective policies and systems do not stand up to court scrutiny and shall not provide a defence.

16.10. Police authorities only – child sexual exploitation

- 16.10.1. Within the Buyers' area is there a known exposure to child sexual exploitation?
- 16.10.2. Are there any current investigations into child sexual exploitation being undertaken by the Buyers? Please provide details e.g. what period does the investigation cover?
- 16.10.3. Are the Buyers aware of any claims, incidents or allegations of failure against the Buyers which might give rise to claims? If so, please provide details.
- 16.10.4. What have the Buyers been doing to identify the level of child sexual exploitation in the area?
- 16.10.5. Do the Buyers have a child sexual exploitation team and how long has this been in place?
- 16.10.6. What are the Buyers doing to monitor child sexual exploitation and how long has this been in place?
- 16.10.7. Do the Buyers' policies on child sexual exploitation follow the recommendations outlined in the national working group summary of recommendations 2014/01? Describe the steps being taken and the stage of progress in implementing these recommendations.
- 16.10.8. With regard to the Buyers' policy on child sexual exploitation, what evidence can the Buyers' provide to show the policy is actually implemented and adhered to (rather than a tick box) and that it produces the required benefit? From a claims perspective, ineffective policies and systems do not stand up to court scrutiny and shall not provide a defence.

16.11. Police Authorities only - custody suites

- 16.11.1. Do you employ any medics, as employees to work within your custody suites? If yes, please supply their details.
- 16.11.2. If no, is the provision of medical care (1) contracted out to a third party or (2) do you use local GP's/nursing staff? Please confirm if they are insured separately when working within the custody suites.

17. Public / products liability

- 17.1. Confirmation of the sum for the:

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- 17.1.1. Public liability limit of indemnity;
- 17.1.2. Products liability limit of indemnity;
- 17.1.3. Excess (each and every loss);
- 17.1.4. Aggregate;
- 17.1.5. Hirers liability limit of indemnity (if required); and
- 17.1.6. Libel and slander of indemnity (if required).
- 17.2. Confirmation on the territorial limits.
- 17.3. Revenue for the past seven years.
- 17.4. Confirmation of fees from hirings.
- 17.5. Turnover from repairing, servicing, testing or maintenance of third party vehicles other than those which the Buyers is required to test by law.
- 18. Officials indemnity / land charges / public health act liability**
- 18.1. Confirmation on the limit, excess (£) and aggregate (£).
- 18.2. Estimated annual income from local land charges / search activities.
- 18.3. Estimated number of:
 - 18.3.1. Personal searches; and
 - 18.3.2. Full searches.
- 18.4. Estimated cost per:
 - 18.4.1. Personal searches; and
 - 18.4.2. Full search.
- 18.5. Retroactive date.
- 19. Property**
- 19.1. Confirm the basis of cover:
 - 19.1.1. All risks;
 - 19.1.2. All risks including full theft;
 - 19.1.3. Fire;
 - 19.1.4. Explosion;
 - 19.1.5. Malicious damage;
 - 19.1.6. Storm;
 - 19.1.7. Impact by vehicle;
 - 19.1.8. Subsidence;
 - 19.1.9. Accidental damage;
 - 19.1.10. Lighting;
 - 19.1.11. Riot / civil commotion;
 - 19.1.12. Earthquake;
 - 19.1.13. Flood;

- 19.1.14. Impact by animal;
- 19.1.15. Theft;
- 19.1.16. Aircraft;
- 19.1.17. Strikers / workers locked out;
- 19.1.18. Subterranean fire;
- 19.1.19. Escape of water;
- 19.1.20. Sprinkler leakage; or
- 19.1.21. Full theft.
- 19.2. Excel spreadsheet showing each location (with separate tabs for the different sectors) including:
 - 19.2.1. Sums insured;
 - 19.2.2. Declared value;
 - 19.2.3. Full details of any special property insured (all risks);
 - 19.2.4. Full address including postcode ins a separate column; and
 - 19.2.5. Identification of any unoccupied property(s).
- 19.3. For buildings with a history of flooding please confirm the number of storeys for each location.
- 19.4. Identify property with six storeys and above.
- 19.5. Is alternative accommodation insurance required?
- 19.6. For locations where the sum insured is in excess of £50m full Construction Occupancy Protection Exposure (COPE) details or a survey shall be required.
- 19.7. Make and model of all safes where a cash limit of £10,000 or more is required.
- 19.8. If foster carers cover is required, please confirm the number of registered carers and limit required per carer property.
- 19.9. If static motor accumulation cover is required, please confirm the maximum sum insured any one vehicle and the maximum total sums insured at each.
- 19.10. Confirm if any recycling processing facilities are operated by the Buyers.
- 19.11. Is the basis of excess per event, per property or both for the following:
 - 19.11.1. All risks;
 - 19.11.2. Fire;
 - 19.11.3. Explosion;
 - 19.11.4. Malicious damage;
 - 19.11.5. Storm;
 - 19.11.6. Impact by vehicle;
 - 19.11.7. Subsidence;
 - 19.11.8. Accidental damage;
 - 19.11.9. Lighting;

- 19.11.10. Riot / civil commotion;
- 19.11.11. Earthquake;
- 19.11.12. Flood;
- 19.11.13. Impact by animal;
- 19.11.14. Theft;
- 19.11.15. Aircraft;
- 19.11.16. Strikers / workers locked out;
- 19.11.17. Subterranean fire;
- 19.11.18. Escape of water;
- 19.11.19. Sprinkler leakage; or
- 19.11.20. Full theft.
- 19.12. Confirmation of the current aggregate and if this applies on a cross class basis.
- 19.13. Confirmation on conditions and exclusions, which includes limit, if currently in force or if it is additionally required on the following:
 - 19.13.1. Alterations and repair;
 - 19.13.2. Automatic reinstatement of sums insured;
 - 19.13.3. Capital additions;
 - 19.13.4. Clearing of drains, gutters, sewers;
 - 19.13.5. Contract purchase clause;
 - 19.13.6. Designation clause;
 - 19.13.7. Deterioration of stock;
 - 19.13.8. External landscaping;
 - 19.13.9. Fire extinguisher expenses;
 - 19.13.10. Inadvertent omission to insure;
 - 19.13.11. Keys / replacement locks;
 - 19.13.12. Loss of metered water;
 - 19.13.13. Non invalidation clause
 - 19.13.14. Patterns, moulds, plans or designs;
 - 19.13.15. Personal effects – members, employees, customers or visitors;
 - 19.13.16. Public authority clause, including undamaged portions;
 - 19.13.17. 72 hours clause;
 - 19.13.18. Temporary removal of deeds;
 - 19.13.19. Theft damage to buildings;
 - 19.13.20. Workmens clause;
 - 19.13.21. Deletion of average; and
 - 19.13.22. Other.

19.14. Details if the Buyers are insuring any bridges, harbour walls, piers or tunnels. If yes provide further details:

- 19.14.1. All risks;
- 19.14.2. All risks including full theft;
- 19.14.3. Fire;
- 19.14.4. Explosion;
- 19.14.5. Malicious damage;
- 19.14.6. Storm;
- 19.14.7. Impact by vehicle;
- 19.14.8. Subsidence;
- 19.14.9. Accidental damage;
- 19.14.10. Lighting;
- 19.14.11. Riot / civil commotion;
- 19.14.12. Earthquake;
- 19.14.13. Flood;
- 19.14.14. Impact by animal;
- 19.14.15. Theft;
- 19.14.16. Aircraft;
- 19.14.17. Strikers / workers locked out;
- 19.14.18. Subterranean fire;
- 19.14.19. Escape of water;
- 19.14.20. Sprinkler leakage; or
- 19.14.21. Full theft.

19.15. If insuring industrial units, leasehold shops confirmation shall be required on sums insured and declared value for the following:

- 19.15.1. Leasehold shops;
- 19.15.2. Leasehold months rental income;
- 19.15.3. Industrial units;
- 19.15.4. Industrial months rental income; and
- 19.15.5. Other.

19.16. If insuring private dwellings confirmation shall be required on sums insured and declared value for the following:

- 19.16.1. Buildings – housing stock;
- 19.16.2. Co-owned properties;
- 19.16.3. Leasehold flats;
- 19.16.4. Professional fees / debris removal; and
- 19.16.5. Other.

- 19.17. If business interruption insurance is required the indemnity period (months) and sums insured shall need to be provided on the following:
- 19.17.1. Gross revenue;
 - 19.17.2. Increased cost of working;
 - 19.17.3. Gross revenue and increased cost of working combined;
 - 19.17.4. Additional increased cost of working; and
 - 19.17.5. Other.
- 19.18. If works in progress insurance is required the sum insured / estimate (£) is required for the following:
- 19.18.1. Limit any one contract;
 - 19.18.2. Estimated annual value of contracts;
 - 19.18.3. Hired in plant – limit any one item;
 - 19.18.4. Hired in plant – maximum value held at any one time;
 - 19.18.5. Hired in plant – annual hiring charges; and
 - 19.18.6. Other.
- 19.19. If leasehold / right to buy property insurance is required the following is to be included:
- 19.19.1. Sums insured split by individual property; and
 - 19.19.2. Changes to the housing stock over the last five years.

Where education properties are included please advise by location where any properties have the following construction: CLASP, SCOLA, CLAW, SEAC, METHOD, ASC, ONWARD, MACE or wholly timber construction. In addition for each of these premises please provide the following information whether the school has been fitted with fi

