



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 17
INSURANCE

NEXT GENERATION OUTSOURCED VISA SERVICES

PART 1 INSURANCE REQUIREMENTS	1
PART 2 REQUIRED INSURANCES	3
ANNEX A : INSURANCE REQUIREMENTS RESPONSE TABLE	6

PART 1 INSURANCE REQUIREMENTS

- 1.1 Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Agreement, the Supplier shall (for the periods specified in this Schedule 17 (**Insurance**)) take out and maintain or procure the taking out and maintenance of the Insurances as set out in this Schedule 17 (**Insurance**) and any other insurances as may be required by Law. The Supplier shall ensure that each of these Insurances is effective in each case not later than the date on which the relevant risk commences.
- 1.2 The Insurances shall be maintained from time to time (as far as is reasonably practicable) on terms no less favourable to those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.
- 1.4 Where specified in Schedule 17, Part 2, Insurance Requirements, the Supplier shall ensure that:
 - 1.4.1 the policies of insurance shall contain an indemnity to principals or additional insureds clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage and for which the Supplier is legally liable in the provision of the Services under this Agreement;
 - 1.4.2 the policies of insurance contain a clause waiving all rights of subrogation or action that insurers may acquire against the Authority, its employees, servants and agents. The provisions of this paragraph 1.4.2 shall not apply against any Authority employee, servant or agent who has caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate non-disclosure or deliberate breach of policy condition.
- 1.5 Without limiting the other provisions of this Agreement, the Supplier shall:
 - 1.5.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with good industry practice including but not limited to the investigation and reporting of relevant claims to insurers;
 - 1.5.2 promptly notify the insurers of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 1.5.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a part and for which it is responsible under this Agreement.
- 1.6 Neither party to the Agreement shall take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 1.7 The Authority may elect (but shall not be obliged) where notice has been provided to the Supplier to purchase any insurance which the Supplier is required to maintain pursuant to this Agreement but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

- 1.8 The Supplier shall, from the Effective Date, and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet the requirements of this Schedule 17 (**Insurance**). Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of its liabilities and obligations under this Agreement.
- 1.9 The Supplier shall notify the Authority at least ten (10) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 1.10 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to the Services or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 1.11 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within ten (10) Working Days after any insurance claim in excess of fifty thousand pounds (£50,000) or the equivalent in local currency relating to the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 1.12 Where any Insurance requires payment of a premium, the Supplier shall be liable for such premium.
- 1.13 Where any Insurance referred to in this Schedule 17 (**Insurance**) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible and against any loss or claims which would otherwise be insured but for the excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

PART 2 REQUIRED INSURANCES

2 Third Party Public & Products Liability Insurance

2.1 Insured

The Supplier

2.2 Interest

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

- (a) death or bodily injury to or sickness, illness or disease contracted by any person;
- (b) loss of or damage to property;

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

2.3 Limit of Indemnity

Not less than ten million pounds (£10,000,000) or the equivalent in local currency in respect of any one occurrence, the number of occurrences being unlimited, but ten million pounds (£10,000,000) or the equivalent in local currency any one occurrence and in the aggregate per annum in respect of products and pollution liability.

2.4 Territorial Limits

Worldwide

English Law

2.6 Period of Insurance

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

2.7 Cover Features and Extensions

- 2.7.1 Indemnity to principals or additional insureds clause.
- 2.7.2 Waiver of subrogation and/or claims for contributory negligence against the Authority, its employees, servants and agents.

2.8 Principal Exclusions

- 2.8.1 War and related perils.
- 2.8.2 Nuclear and radioactive risks.
- 2.8.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 2.8.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 2.8.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

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

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

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

2.9 **Maximum Deductible**

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

3 **Professional Indemnity Insurance**

3.1 **Insured**

The Supplier

3.2 **Interest**

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

3.3 **Limit of Indemnity**

Not less than five million pounds (£5,000,000) or equivalent in local currency in respect of any one claim and in the aggregate per annum.

3.4 **Territorial Limits**

Worldwide excluding USA and Canada

3.5 **Jurisdiction and choice of law relating to policy interpretation**

English Law

3.6 **Period of Insurance**

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

3.7 **Cover Features and Extensions**

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

3.8 **Principal Exclusions**

2.8.1 War and related perils

2.8.2 Nuclear and radioactive risks

3.9 **Maximum Deductible**

Not to exceed £25,000 (twenty five thousand) each and every claim.

4. **Statutory and compulsory insurances**

- 4.1 The Supplier is required to meet statutory insurances or insurances required by law in the territory in which the Services are being provided.

Annex A : Insurance requirements response table

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