



**AUTHORITY:** The Secretary of State for the Home Department

# **Contract for the provision of the Refugee Employability Programme**

## **Schedule 22 Insurance Requirements**

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### 1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the “**Insurances**”). The Supplier shall ensure that each of the Insurances is effective no later than the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
  - 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### 2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
  - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### 3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the

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reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **4. Evidence of insurance you must provide**

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

### **5. Making sure you are insured to the required amount**

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

### **6. Cancelled Insurance**

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract 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 Buyer) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or

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deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

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**ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following insurance cover from the Start Date in accordance with this Schedule:

**PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**

- 1 Insured**

The Supplier

- 2 Interest**

To indemnify the Insured (as specified in paragraph 1) in respect of all sums which the Insured (as specified in paragraph 1) may 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; and
- b) loss of or damage to physical property;

happening during the period of insurance (as specified in paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

- 3 Limit of indemnity**

Not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but [REDACTED] [REDACTED] in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

- 4 Period of insurance**

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

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### 5 Cover features and extensions

- 5.1 Indemnity to principals clause in accordance with clause 1.5 of this Schedule 2.5 (Insurance Requirements).
- 5.2 Legal defence costs in addition to the limit of indemnity
- 5.3 Infringement of privacy and wrongful arrest
- 5.4 Contingent motor vehicle liability
- 5.5 Health and Safety at Work Act(s) clause
- 5.6 Data protection legislation clause

### 6 Principal exclusions

- 6.1 War and related perils.
- 6.2 Nuclear and radioactive risks.
- 6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.
- 6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured (as specified in paragraph 1).
- 6.6 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.
- 6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

### Maximum deductible threshold

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

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**PART B: PROFESSIONAL INDEMNITY INSURANCE**

**1 Insured**

The Supplier

**2 Interest**

To indemnify the Insured (as specified in paragraph 1) for all sums which the Insured (as specified in paragraph 1) may become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured (as specified in paragraph 1) during the period of insurance (as specified in paragraph 5) 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 this Agreement.

**3 Limit of indemnity**

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

**4 Period of insurance**

From the date of this Agreement and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Term or until earlier termination of this Agreement and (b) for a period of six (6) years thereafter.

**5 Cover features and extensions**

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

Loss of documents and computer records extension

Legal defence costs

**6 Principal exclusions**

War and related perils

Nuclear and radioactive risks

**7 Maximum deductible threshold**

Not to exceed [REDACTED] for each and every claim

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**PART C: UNITED KINGDOM COMPULSORY INSURANCES**

**THE SUPPLIER SHALL MEET ITS INSURANCE OBLIGATIONS UNDER APPLICABLE LAW IN FULL, INCLUDING, UNITED KINGDOM EMPLOYERS' LIABILITY INSURANCE AND MOTOR THIRD PARTY LIABILITY INSURANCE**

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