

DEFFORM 8 (Edn 04/22)



Ministry
of Defence

Def Comrcl Head Office Business Partner 3-1

Ministry of Defence
Kentigern House
65 Brown Street
Glasgow G2 8EX
United Kingdom
Email: [REDACTED]

The Risk Factor
Adam House,
Ripon Way,
Harrogate,
HG1 2AU
FAO: [REDACTED]
Dear Madam,

Your Reference:

Our Reference:

706879455

Date: 27 April 2023

Contract 706879455 for the provision of an Insurance Broker for Personal Accident and Life Insurance for Service Personnel through Crown Commercial Service Framework RM6020.IS3 – lot 1.

- | | |
|--------------|---|
| Reference A. | Your message "FW: TRF BID DOCS 706879455 Pricing Included", received on 23/03/2023. |
| Reference B. | Your message "TRF BID DOCS 706879455 No Pricing Included", received on 23/03/2023. |
| Reference C. | Your message "Statement Relating to Good Standing TRF", received on 23/03/2023. |
| Reference D. | MoD's message "706879455 – ITT FOR PROVISION OF AN INSURANCE BROKER - THE RISK FACTOR BID OF 23rd March 2023", sent on 24/03/2023. |
| Reference E. | Your message "RE: 706879455 – ITT FOR PROVISION OF AN INSURANCE BROKER - THE RISK FACTOR BID OF 23rd March 2023", received on 29/03/2023. |
| Reference F. | Your message "RE: TRF BID DOCS 706879455 Pricing Included", received on 30/03/2023. |
| Reference G. | TRF's Pricing proposal, as per schedule 2 of Reference A and amended as per Reference F. |
| Reference H. | TRF Scheme Launch Project Plan, attached to Reference A. |
| Reference I. | MOD's Letter of Award, 05/04/23. |
| Reference J. | Your email of acceptance, 06/04/23. |

1. Further to your Tender dated 23 March 2023, received by References A, B and C and clarified by Reference D, E and F, I am to inform you that the Authority accepts your proposal and now makes the following Contract with You.

2. Please note the details on the attached Statement of Requirement and Pricing Schedule, which is only indicative at this stage, and note that the Prices quoted are exclusive of VAT.
3. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
4. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
5. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
6. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
7. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
8. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for the provision of Insurance Broker Services prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely



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RM6020 Order Form Template and Call-Off Schedules

Order Form

CALL-OFF REFERENCE: **706879455**

THE BUYER: Ministry of Defence

BUYER ADDRESS Kentigern House
65 Brown Street
Glasgow G2 8EX
United Kingdom

THE SUPPLIER: The Risk Factor

SUPPLIER ADDRESS: Adam House,
Ripon Way,
Harrogate,
HG1 2AU

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: [REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 5th April 2023. It is issued under the Framework Contract with the reference number RM6020 for the provision of an Insurance Broker for Personal Accident and Life Insurance for Service Personnel.

CALL-OFF LOT(S):
Lot 1: Insurance Brokerage and Associated Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6020*
3. The following Schedules in equal order of precedence:
 - *Joint Schedules for RM6020 – available from appointed supplier*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 7 (Financial Difficulties)*
 - *Joint Schedule 8 (Guarantee)*
 - *Joint Schedule 9 (Minimum Standards of Reliability)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Joint Schedule 12 (Supply Chain Visibility)*
 - *Call-Off Schedules for RM6020*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 2 (Staff Transfer)*
 - *Call-Off Schedule 3 (Continuous Improvement)*
 - *Call-Off Schedule 5 (Pricing Details), as per Schedule Two to contract 706879455– Pricing Schedule*
 - *Call-Off Schedule 7 (Key Supplier Staff)*
 - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Call-Off Schedule 9 (Security)*
 - *Call-Off Schedule 10 (Exit Management)*
 - *Call-Off Schedule 11 (Installation Works)*
 - *Call-Off Schedule 12 (Clustering)*
 - *Call-Off Schedule 13 (Implementation Plan and Testing)*
 - *Call-Off Schedule 14 (Service Levels)*
 - *Call-Off Schedule 15 (Call-Off Contract Management)*
 - *Call-Off Schedule 16 (Benchmarking)*
 - *Call-Off Schedule 17 (MOD Terms)*
 - *Call-Off Schedule 20 (Call-Off Specification), as per Schedule One to contract 706879455– Statement of Requirement*
 - *Call-Off Schedule 22 (Lease Terms)*
4. CCS Core Terms (version 3.0.7)
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6020 – available from appointed supplier.*

6. *Call-Off Schedule 4 (Call-Off Tender)* as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

In Reference to the Call-Off Schedule 9 (Security), the Part B: Long Form Security Requirements is applicable. A Security Plan is required within 20 days of the contract award.

TUPE will be applied according to the Call-Off Schedule 2 - Staff Transfer. The following parts of this Schedule shall apply to this Call Off Contract:

- Part B (Staff Transfer At Start Date – Transfer From Former Supplier)
- Part C (No Staff Transfer On Start Date)
- Part E (Staff Transfer on Exit)

NB. As per your proposal at Reference A, you have confirmed that TUPE does not apply.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms from the Authority (DEFCONs) are incorporated into this Call-Off Contract:

- DEFCON 76 (Edn 11/22) - Contractor's Personnel At Government Establishments
- DEFCON 503 (Edn. 06/22) - Formal Amendments To Contract
- DEFCON 513 (Edn. 04/22) - VAT and other Taxes
- DEFCON 514 (Edn. 08/15) - Material Breach
- DEFCON 515 (Edn. 06/21) - Bankruptcy and Insolvency
- DEFCON 516 (Edn. 04/12) - Equality
- DEFCON 518 (Edn. 02/17) - Transfer
- DEFCON 520 (Edn. 08/21) - Corrupt Gifts and Payments of Commission
- DEFCON 522 (Edn. 11/21) - Payment and Recovery of Sums Due
- DEFCON 524 (Edn. 12/21) - Rejection
- DEFCON 526 (Edn. 08/02) - Notices
- DEFCON 527 (Edn. 09/97) - Waiver
- DEFCON 528 (Edn. 07/21) - Import and Export Licences
- DEFCON 529 (Edn. 09/97) - Law (English)
- DEFCON 530 (Edn. 12/14) - Dispute Resolution (English Law)
- DEFCON 531 (Edn. 09/21) - Disclosure of Information
- DEFCON 532A (Edn. 05/22) Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
- DEFCON 532B (Edn. 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)
- DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment
- DEFCON 537 (Edn. 12/21) - Rights of Third Parties
- DEFCON 538 (Edn. 06/02) - Severability
- DEFCON 539 (Edn. 01/22) - Transparency

- DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law
- DEFCON 566 (Edn. 12/18) - Change of Control of Contractor
- DEFCON 604 (Edn. 06/14) - Progress Reports
- DEFCON 608 (Edn. 07/21) - Access and Facilities to be Provided by the Contractor
- DEFCON 609 (Edn. 07/21) - Contractor's Records
- DEFCON 620 (Edn. 06/22) - Contract Change Control Procedure
- DEFCON 630 (Edn. 02/18) - Framework Agreements
- DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights and Restrictions
- DEFCON 647 (Edn. 05/21) - Financial Management Information
- DEFCON 658 (EDN. 10/22) - Cyber
Cyber Risk Profile - Low
Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.
- DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements
- DEFCON 671 (Edn 10/22) - Plastic Packaging Tax
- DEFCON 687B (Edn. 06/21) - Shared Data Environment System Transfer Arrangements
- DEFCON 703 (Edn. 06/21) - Intellectual Property Rights – Vesting In The Authority
- DEFFORM 532 (Edn 10/19 - Personal Data Particulars
- DEFFORM 539 (Edn 01/22) – Contractor's Sensitive Information
- DEFFORM 111 - Addresses and Other Information

CALL-OFF START DATE: **5th April 2023**

CALL-OFF EXPIRY DATE: **4th April 2028**

CALL-OFF INITIAL PERIOD: **5 Years + 2 x 1 year options (potentially 5th April 30**

CALL-OFF DELIVERABLES

See details in Schedule One to contract 706879455 - Statement of Requirements SOR.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

1.68% of Total Premium Values per annum.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £12 Million. [Based on £12 Million worth of premiums per annum.]

CALL-OFF CHARGES

See details in Schedule Two to contract 706879455 – Pricing Schedule [indicative only at this stage].

REIMBURSABLE EXPENSES

None.

PAYMENT METHOD

As per DEFCON 522 or direct from Insurer.

BUYER'S INVOICE ADDRESS:

As per DEFFORM 111.

BUYER'S AUTHORISED REPRESENTATIVE

As per DEFFORM 111.

BUYER'S ENVIRONMENTAL POLICY

As per MOD's standard policy.

BUYER'S SECURITY POLICY

As per MOD Security Manual.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Managing Director



The Risk Factor
Adam House,
Ripon Way,
Harrogate,
HG1 2AU

SUPPLIER'S CONTRACT MANAGER



Client Services Director



The Risk Factor
Adam House,
Ripon Way,
Harrogate,
HG1 2AU

PROGRESS REPORT FREQUENCY

[On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Quarterly on the first Working Day of each quarter]

KEY STAFF

As above.

KEY SUBCONTRACTOR(S)

Ellis Bates Financial Solutions

Floor 1,
Clarendon House,
Victoria Avenue,
Harrogate,
HG1 1JD

COMMERCIALLY SENSITIVE INFORMATION

As per DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: 10% of the Brokers annual fee based on 1.68% of premiums per annum.

The Service Period is: **one month**

A Critical Service Level Failure is: consistent failure to achieve each KPI over a 3 month period.

CONTRACT MANAGEMENT PLAN - CMP

The Contract Management Plan shall be agreed in consultation with the Authority and the Contractor within 30 days after the contract Award Date and can be reviewed by periodically as necessary.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	██████	Signature:	██████
Name:	██████	Name:	██████
Role:	██████	Role:	██████
Date:		Date:	27 th April 2023

Schedule One - Statement of Requirement

CONTRACT No: 706879455 – STATEMENT OF REQUIREMENT FOR THE PROVISION OF PERSONAL ACCIDENT INSURANCE AND LIFE INSURANCE BROKING SERVICES FOR SERVICE PERSONNEL (INCLUDING MOD CIVIL SERVANTS ON OPERATIONAL DEPLOYMENT)

Introduction

1. The Contractor (Broker) shall provide Personal Accident and Life Insurance Schemes tailored to the specific needs of Service Personnel (including Reservists) and ex-Service Personnel and operationally deployed MOD Civil Servants, for a period of five years. Expertise in procuring Affinity Insurance Scheme is therefore particularly desirable.
2. The Authority has the option to extend the contract for a further period of up to 2 years. The Schemes shall include all brokerage, marketing services, family cover for personal accident insurance and spouse/partner (nominated partner) cover for life insurance.

Background

3. The Government's most important duty is the defence of the UK and Overseas Territories, and protection of our people and sovereignty. We will use all of our capabilities to defend our sovereignty and territorial integrity, including our Armed Forces when required. Periodically, the Government sets out its National Security Strategy and plans, including in the 'Ministry of Defence Outcome Delivery Plan: 2021-2022,' and the 'Defence in a Competitive Age'. More information on this, including numbers of trained military personnel regular and reserve and armed forces quarterly Service Personnel statistics, can be found in Annex A.
4. MOD has a long-standing position that Service Personnel should not be disadvantaged in their ability to access privately arranged commercial insurance due to their employment. In this respect, the provision of a bespoke personal accident and life insurance Schemes for Service Personnel is consistent with our commitment under the Armed Forces Covenant. A Broker with expertise in procuring Affinity Insurance schemes for at risk groups such as Police or Fire Services, would be particularly desirable for this reason.
5. Historically, the membership for each Scheme (up to 31 July 2022) is as follows:

Personal Accident Insurance);

c.60,000 Service Personnel, c.2,000 Reservists and c.2,500 Ex-Service personnel.

The current Personal Accident Insurance provider offers optional life and critical illness (death by natural causes and on diagnosis of specified illness);

c.25, 000 Service Personnel, c.9,00 Reservists and c.1,000 Ex-Service personnel

Life Insurance

The current Life Insurance provider offers Life Insurance including terminal illness;

c1,000 Service Personnel, Reservists and Ex-Service Personnel. The MOD will have an on-going relationship with the previous contractor or the previous Life Insurance provider until such time as the Service Personnel Life Insurance policies end, which could be 25 years after June 2023 i.e. up to the year 2048.

6. The Schemes operate at no immediate cost to the Authority. The Life Insurance Scheme entails commitment to a contingent liability that covers large scale operational deaths. Over and above the life insurance Scheme premium paid by the policy holder, for deaths in the period 1 May 2007 to date the authority has paid a levy for the Insurer to provide pay claims for operational deaths above an annual mortality rate (see Para 9.2.12 below). Exceptionally, over and above the Personal Accident Scheme premium paid by the policy holder, for the period of 1 February 2010 to 30 September 2014 the insurance provider was entitled to levy an additional unit premium for each personal accident unit held by Service Personnel deployed to Afghanistan, which was met by the Authority (see Para 9.1.10 below).

7. Service Personnel may join one or both of these Schemes on a voluntary basis. They are also free to buy products from any provider they wish. Individuals will apply directly with the insurer and pay their premiums by Direct Debit.

8. Separately, the Authority provides no-fault compensation for Service Personnel through the Armed Forces Compensation Scheme (AFCS). It covers injury, illness or death attributable to military service. A lump sum is paid for an attributable injury or illness, and in addition for more serious injury or illness a Guaranteed Income Payment is awarded. The legislative provision for the AFCS is The Armed Forces and Reserves Forces (Compensation Scheme) Order 2011. The policy document for the scheme, Joint Service Publication 765, can be found at: <https://www.gov.uk/government/publications/joint-service-publication-jsp-765-the-armed-forces-compensation-scheme>. The facilitation of personal accident and life insurance Schemes is seen as complementary to the AFCS, as being paid-for products they also cover injury or death which is not attributable to military service. The MOD also provides an occupational pension for eligible members of the Armed Forces. The legislation for the Armed Forces Pension Scheme 2015 is the Armed Forces Pension Scheme Regulations (2014).

THE REQUIREMENT

9. The Contract will be for a five-year period expected to commence 1 June 2023, with an option to extend the Contract by the Authority at its sole discretion for up to two years or on the basis of 1 year plus 1 year. The Contractor must comply with the provisions of Items 1 and 2 as follows:

9.1 ITEM 1 - PERSONAL ACCIDENT INSURANCE

9.1.1. The Contractor shall provide a Personal Accident insurance Scheme tailored to the specific needs of Service Personnel (including Reservists), Ex- Service Personnel and MOD Civil Servants on Operational Deployment and provide for policies which will deliver defined benefits based on agreed levels of cover. Such policies will cater for the provision of an appropriate level of personal injury cover (excluding death from natural causes). There should be a choice of scale of cover, and premiums should be priced accordingly. Members should be able to increase or decrease the number of units held at any time. Provided monthly premiums are paid on time, the period of insurance for individual members should renew automatically each month.

9.1.2. The Contractor shall provide the following (see also Annex B details):

- Optional Service Personnel life insurance cover for i) the individual and ii) family cover (to provide cash payment up to at least £150,000 tax free for death from natural causes);
- Optional Service Personnel critical illness cover i) the individual and ii) family cover (to provide cash payment up to at least £60,000);
- Service Personnel Accident family cover, and;
- MOD Civil Servants (on operational deployment) cover to be included in the main body of the Scheme.

9.1.3. The main features of the Contractor's Personal Accident Insurance Scheme shall be as set out below:

- Benefits for death or permanent disability resulting from an accident, as set out in Annex B. An extension of benefits for criminal injury, legal protection and personal legal liability cover is to be included. All benefits are to be payable in addition to any other Legal Expenses and Compensation that the individual may receive.
- No distinction may be made in the eligibility of individuals to join the Personal Accident Scheme or the benefits payable by the Schemes based on age, gender, rank, occupation and employment location or deployment within the MOD Armed Forces and MOD Civil Service.

9.1.4. Cover is to be available

- 24 hours a day, every day of the year;
- On a world-wide basis;
- On or off duty;
- For all duties and activities (including no limitations for hazardous);
- For all non-professional and professional sporting activities;
- For all terrorist activity;
- For all war and hostilities including death caused by Chemical Biological Radiological Nuclear weapons, Weapons of Mass Destruction or terrorism, or any other deployment of the Armed Forces or MOD Civil Service at the specific direction of HM Government. Such cover could be offered as an optional enhanced level of cover, at an enhanced level of premium.

9.1.5. The policy is to provide cash payments up to £750,000 tax free in the event of accidental bodily injury which results in permanent disability, specified burns, specified fractures or hospitalisation. The policy is to provide up to £150,000 tax free for accidental bodily injury which results in death. The referred values can be increased on mutual agreement between the Authority and the Provider (and when effected by a contract amendment).

9.1.6. The policy is to be in line with industry standards for personal accident insurance cover but without the civilian limitations that would exclude Service Personnel.

9.1.7. In the event of hostilities (a public announcement of the formation and deployment comprising 2,000 or more UK Service Personnel to participate in and continue to be deployed in an armed conflict), the Contractor may declare an exclusion period by advising the Authority. The Contractor is to give a minimum of 45 days' notice of any exclusion period beginning. During such a period the Contractor can decide not to accept any new enrolments or increase in the number of units of cover held.

9.1.8. Members shall be able to increase or decrease the amount of cover they have, at any time, including to increase cover immediately prior to deployment and the option to reduce cover post-deployment. The minimum policy term shall be one month.

9.1.9. The optional critical illness and life insurance cover (paragraph 9.1.2.) under the personal accident scheme shall be available to all Service Personnel (including Reservists and ex Service Personnel) and MOD Civil Servants on operational deployment regardless of occupation, age, rank, gender, employment location or deployment. Optional critical illness cover should not be limited to the bare minimum conditions required by law to qualify as critical

illness cover and should be representative of offers available elsewhere in the insurance market. Applicants can be required to declare pre-existing health conditions. Where individuals would otherwise be unable to join the Scheme or take out the optional Life Insurance cover extension because of a pre-existing health condition, the Contractor is encouraged to ensure arrangements can be made for specific policy exclusions to be applied so eligible applicants are able to benefit from cover under unaffected aspects of the life insurance policy.

9.1.10. The Contractor shall use its reasonable endeavours to ensure that the Insurer of the Personal Accident Scheme provides cover without reserving the right to declare "Exclusion Periods".

9.2. ITEM 2 – LIFE INSURANCE

9.1.11. The Contractor shall provide a Life Insurance Scheme tailored to the specific needs of Service Personnel (including Reservists), ex-Service Personnel and MOD Civil Servants on operational deployment and provide for policies which will deliver defined benefits based on agreed levels of cover. Details of the proposed premiums, amount covered and policy term shall be included. It shall include provisions that cover will be payable on diagnosis of terminal illness.

9.1.12. In addition, the Contractor shall provide:

- Optional spouses/partners (including nominated partners) Life cover on a Dual Life basis;
- Optional MOD Civil Servant (on operational deployment) cover to be included in the main body of the Scheme

9.1.13. The main features of the Contractor Life Insurance Scheme shall be as set out below:

- The life insurance policy cover provided shall be 'All Risks' subject to the standard exclusions set out in a comparable life insurance policy, namely intentional self-inflicted injury. Suicide within 12 months of the policy start date will not be included; however, MOD accepts that the Contractor may elect to pay suicide claims.
- Cover to be made available to Service Personnel on self-certification of good health without a medical certificate for under age 50. Applicants age 50 or over and eligible applicants partners could be subject to medical underwriting. Pre-existing medical conditions may also be excluded; a certification of pre-existing conditions is therefore required.
- The life insurance policy cover shall not exclude death caused by war and civil commotion (including death caused by Chemical Biological Radiological Nuclear weapons, Weapons of Mass Destruction or terrorism).

9.1.14. The life insurance policy shall be available to all Service Personnel (including Reservists) and MOD Civil Servants on operational deployment regardless of occupation, rank, gender, employment location or deployment. Applicants are to declare pre-existing health conditions.

Where individuals would otherwise be unable to join the Scheme or take out the Life Insurance cover extension because of a pre-existing health condition, the Contractor is encouraged to ensure arrangements can be made for specific policy exclusions to be applied so eligible applicants are able to benefit from cover under unaffected aspects of the life insurance policy.

9.1.15. The policy shall be priced by age and smoking history. No other premium loading shall be permitted for individual applicants to the Scheme.

9.1.16. The benefits provided shall not decrease during the duration of the Scheme. Cover is to be available continuously whilst the member is a member of the Armed Forces, Reserve Forces or a member of the MOD Civil Service on Operational Deployment.

9.1.17. The Authority will provide a **financial guarantee** (see Para 5 for details) in the form of a contingent liability under which it will pay the benefits due for excess operational claims above an agreed mortality rate.

9.1.18. A Stability Fund will be used to meet the first tranche of the MOD's excess operational claims guarantee to the Contractor's Life Insurer. It will be controlled by the Contractor on behalf of MOD, but held by the Insurer in a Blocked Account. It will receive 12% of the total premium income received. The objective of the Stability Fund is to raise the point where MOD has to intervene by the agreed mortality rate. The Contractor shall include the amount retained in the Stability Fund in the Quarterly report submitted to MOD.

9.1.19. The Contractor may, with MOD authority, permit the Contractor's Life Insurer to use reinsurance and/or other financial initiatives or mechanisms to maximise the effectiveness of the Stability Fund income but any losses are to be paid by the Contractor's Life Insurer to ensure the Stability Fund never falls below the agreed starting amount. Should the life insurance requirement transfer to a new Insurer, the Stability Fund would remain with the current Contractor's Life Insurer.

9.1.20. The mortality level shall be measured each calendar year. Life insurance claims in the event of all deaths shall be met by the Contractor's Life Insurer in the first instance, except that the Authority shall subsequently reimburse operational deaths above the agreed mortality rate in any one calendar year.

9.1.21. The life insurance attachment point is 70 deaths per 100,000 scheme members.

9.1.22. Members shall be able to increase or decrease the amount of cover they have within the Scheme limits, or leave the Scheme on written application. The minimum policy term will be five years and the maximum 30 years.

FEATURES AND PRINCIPLES WHICH APPLY TO BOTH PERSONAL ACCIDENT INSURANCE AND LIFE INSURANCE SCHEMES

10. The following features and principles apply to both Schemes:

10.1. Service Personnel (including Reservists) and MOD Civil Servants on operational deployment will be able to join one or both Schemes.

10.2. Membership of the Schemes shall not be mandatory for Service Personnel (including Reservists) and MOD Civil Servants on operational deployment and shall be subject to separate arrangements directly between the Contractor's Insurers and the individual. The Contractor shall ensure the Schemes will be simple to join with automatic acceptance, subject to the Scheme's enrolment conditions. Also, the Contractor shall ensure the application forms and notice to withdraw process will be applicable to all Service Personnel (including Reservists) and MOD Civil Servants on operational deployment, uncomplicated, unambiguous and easy to complete.

10.3. Premiums shall be payable by members on a monthly basis. Personal Accident Insurance members are able to amend the units they hold at any time. The premiums can be increased by notice from the Contractor to the Designated Officer.

10.4. Once an insured person's term Life Insurance Scheme Policy has commenced their premium shall remain firm during the policy term.

10.5. The Schemes will be available for purchase depending on individual need, and the extent of the financial commitment that the individual is prepared to make. They will be available on an individual basis.

10.6. Access to a financial advisory service independent of insurers for personnel who are considering purchasing these products would be highly desirable.

10.7. The Contractor shall include Reservists/ex-Service Personnel either in the main body of the personal accident/life insurance Schemes or if to do so would have a significantly detrimental effect to Reservists/ex-Service Personnel (bearing in mind that they currently pay lower premiums than regular Service Personnel for personal accident cover), they may make proposals for a separate Schemes for them.

10.8. The Contractor shall be responsible for launching the Schemes and providing a detailed description of the proposal of the Schemes launch.

10.9. The Schemes shall be run in accordance with the Financial Conduct Authority (FCA) Insurance: Conduct of Business (ICOB) rules.

10.10. The Contractor (Broker) shall ensure that cover in the case of both Personal Accident Insurance (including legal protection and personal liability insurance) and Life Insurance shall be provided in accordance with the Contractor's Insurers appropriate Policy Documents taking into account the unique nature of the requirement. The industry norm exclusions pertaining to the requirement shall not be applicable.

COLLECTION OF PREMIUMS

11. Premiums will be paid by direct debit or other arrangement directly from the individual. The Contractor or its appointed Insurer or Insurers shall be solely responsible for the means by which premiums are paid.

12. In the event that an individual's premiums are not collected in time for the start of the Schemes due to technical/administrative failure, that individual should still be covered from the start of the Schemes, provided that it can be shown that they applied for cover. The Contractor shall ensure that the Contractor's Insurers hold contact details for individuals at the point of taking out the policy to facilitate contact and there afterwards it will be the responsibility of the individual to keep it updated. If the premium ceases to be paid at any time due to a technical/administrative failure, an individual will have six months from the payment of the last premium to pay missed premiums and remain on the Schemes. If the missed premium is not paid for any other reason or remains unpaid after six months, cover will be deemed to have terminated on the last day of the month when the final premium was paid.

MARKETING OF THE SCHEME

The Contractor shall arrange for the marketing of the Schemes.

Marketing may include regular visits to Armed Forces Phase 1 Training establishments and other Service Sites as well as the production and distribution of marketing material, but this is subject to the discretion of the local Commanding Officer and security considerations.

The Contractor shall not include in any marketing or promotional literature associated with the products and/or services offered under the terms of the contract words, phrases or imagery that gives an actual or perceived impression that the products and/or services offered under this contract are approved, sponsored and/or endorsed by the MOD. The Contractor shall not indicate that the Schemes are in any way underwritten by the MOD without the prior approval of the Authority's Designated Officer. The Contractor may make a factual statement solely to the extent that the Contractor is 'Provider of Insurance to the British Armed Forces', other such statements being agreed in writing by the MOD prior to first use by the Contractor.

The Contractor shall ensure that in all marketing and promotional literature it is stated that Service Personnel and MOD Civil Servants on operational deployment are under no obligation to purchase products and services offered by the Contractor or any sub-Contractor employed by the Contractor.

The Contractor shall obtain the prior approval of the Authority for any and all publications associated with the Schemes including the form and content of any market research, marketing or promotional material.

ADMINISTRATION COSTS

13. All costs of providing an administrative system to the required service standard shall be included within the Contractor Insurer's premiums. No other costs will be payable to the Contractor by the Authority.

EXIT STRATEGY PLAN

14. The Contractor shall provide an Exit Strategy Plan within 90 days of the contract starting date, which should be reviewed at least annually. The Exit Strategy plan will include a Management Plan detailing the program of activities for developing the Exit Strategy. This will ensure a seamless and efficient transfer of the service and the Schemes at the end of the Contract period. After the Contract has expired the Contractor's Insurer shall be required to provide the Authority with continued Management Information as the Authority may reasonably require.

MANAGEMENT INFORMATION

15. Please see Annex C for further details on the requirement relating to Management Information.

ADVERTISING

16. The Contractor shall be permitted to advertise their facilities relating to the Schemes at the Authority's discretion, such as in an internal information notice.

REMUNERATION

17. The Contractor's remuneration shall be based on an agreed percentage of the Premium Income received net of any insurance tax or other tax that may be imposed on premiums. For the avoidance of doubt, the means by which the Contractor receives the Contractor's remuneration shall be agreed between the Contractor and the Contractor's Insurer and the Authority shall not take any part in such transaction.

BENCHMARKING

18. After one year of the period of contract a benchmarking exercise will be undertaken by the Contractor or the Authority's appointed Insurance Adviser (through CCS Framework) subject to the Authority's approval of the proposed methodology of the benchmarking exercise which shall not be unreasonably withheld. This will be completed and presented to the Authority after year one of the initial contract period. Also, the Authority reserves the right to instruct the Contractor to carry out the benchmarking exercise every year during the period of the Contract. The benchmarking exercise is for the purposes of comparing premiums, benefits and other features of the Schemes with those available under a range of comparable schemes available to the general public or to Service Personnel (if available) or to MOD Civil Servants on operational deployment and to identify any required improvements. If after completion of the benchmarking exercise, it is found that the Contractor is below the required standards expected of them, then the Contractor shall implement an Improvement Plan (IP) to be agreed by the Authority. The Authority would review the IP after a set period of time as agreed. The Contractor shall be responsible for paying all the benchmarking costs.

DATA PROTECTION

19. The Contractor shall comply with ISO 27001 or equivalent or be willing to achieve this within 12 months of Contract award. Contractor's personnel are required to be security cleared to Disclosure and Barring Service (DBS) level (previously referred to as Criminal Record Bureau – CRB), Baseline Personnel Security Standard (BPSS) and Counter Terrorist Check (CTC) level. The Contractor shall ensure that they take all necessary steps in safeguarding personal data, including an Information Security Statement and how they shall transfer data between parties; e.g. encrypted email etc. The Contractor shall be required to complete a Privacy Impact Assessment (PIA). The Contractor shall also comply with DEFCON 532A/532B (and DEFFORM 532) and note that all personal data storage is to be held in the UK.

N.B The Authority accepts that the Contractor shall maintain policies and practices that substantially align with ISO 27001

REPORTING ARRANGEMENTS

20. The project lead for this work will be:

Armed Forces Compensation Team

Ministry of Defence

Service Personnel Support

Floor 6, Zone N

Main Building

Whitehall

London SW1A 2HB

INSURER'S WEBSITE

21. The Contractor shall ensure that dedicated websites and/or Apps are available with online application, detailed information, including proposal documents and policy information, on the Schemes and how to contact the administrators for the purpose of general enquiries or claims and updating policy details. The Authority reserves the right to instruct the Contractor to make any changes it considers necessary at no cost. These changes will be advised by the Contract Management Team in conjunction with the DO.

DEFENCE POLICY, PLANS, NUMBERS OF PERSONNEL

The National Security Strategy and Strategic Defence and Security Review 2020

1. On 23 November 2020, the government published the 'Defence in a Competitive Age' Command Paper. This Policy Paper sets out the government's approach to national security for the coming five years, and how it will be implemented. It can be found at: [Defence in a Competitive Age – GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/command/defence/defence-in-a-competitive-age)
2. The paper states that the government's priorities are: sustaining strategic advantage through science and technology; shaping the open international order of the future; strengthening security and defence at home and overseas; and building resilience at home and overseas.

Ministry of Defence Outcome Delivery Plan

3. The 'Outcome Delivery Plan' describes the Ministry of Defence's (MOD) priority objectives as of 2021/2022:
[Ministry of Defence Outcome Delivery Plan: 2021 to 2022 – GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/ministry-of-defence-outcome-delivery-plan-2021-to-2022)

UK Armed Forces Quarterly Service Personnel Statistics

4. The 'UK Armed Forces monthly Service Personnel statistics: index' is a quarterly publication containing UK Service Personnel statistics on strengths, requirements, intake, applications and outflow.

Military Personnel and Civilians

Military full time strength and civilians	1 October 2022
Royal Navy/Royal Marines	33,390
Army	79,140
RAF	32,740

Military full time strength and civilians	1 October 2022
Total full-time strength	145,270
Civilian	56,860
Total personnel	202,130

Future Reserves 2020 – Volunteer Reserves strength	1 October 2022
Maritime Reserve	3,610
Army Reserve	27,950
RAF Reserve	3,200
Total Reserves	34,800

4. Totals and sub-totals are rounded separately to the nearest 10.

Source: [Quarterly service personnel statistics: index – GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/collections/quarterly-service-personnel-statistics).

Armed Forces Compensation Scheme Statistics

6. Statistics on compensation recipients and new claims and awards made under the Armed Forces and Reserve Forces Compensation Scheme between 2010/11 - 2021/22 can be found at:

<https://www.gov.uk/government/collections/armed-forces-compensation-scheme-statistics-index>

Summary Statistics on Deaths among the UK Regular Armed Forces

7. Data on UK Armed Forces deaths in Service for each year between 2010 – 2021 can be found at:

<https://www.gov.uk/government/collections/uk-armed-forces-deaths-in-service-statistics-index>

UK armed forces and UK civilian operational casualty and fatality statistics

8. Data on the number of UK Armed Forces personnel and UK Civilians, who died, were injured or became ill on military Operations since 2006 can be found at:

[UK armed forces and UK civilian operational casualty and fatality statistics: financial year 2022/2023 – GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/statistics/uk-armed-forces-and-uk-civilian-operational-casualty-and-fatality-statistics-financial-year-2022-2023)

Detailed list of benefits to be covered by Item 1 Personal Accident Cover

Item	Benefit Description
1	Catastrophic injury – quadriplegia
2	Paraplegia, Hemiplegia/ Triplegia
3a	Permanent total disablement (total inability to do paid work of any kind which will probably last the rest of life)
3b	Permanent total disablement (total inability of those in full-time paid employment at the date of bodily injury to continue with their usual occupation for the remainder of their life)
4	Loss of sight in both eyes
5	Loss of both hands or both feet
6	Loss of sight in one eye
7	Loss of one hand or foot
8	Loss of one limb below the shoulder and above the wrist
9	Loss of one limb below the hip and above the ankle
10	Loss of hearing in both ears
11	Loss of hearing in one ear
12	Loss of speech
13	Loss of genitalia below the waist (male and female)
14	Loss of entire back or spine (vertebral column) with no injury to the spinal cord
15	Loss of four fingers

16	Loss of the entire Shoulder
17	Loss of entire hip
19	Loss of Thumb – Loss of both joints
20	Loss of Thumb – Loss of one joint
21	Loss of a finger – three joints
22	Loss of a finger – two joints
23	Loss of a finger – one joint
24	Loss of all toes – one foot
25	Loss of big toe – both joints
26	Loss of big toe – one joint
27	Loss of toe other than big toe – each toe
28	Permanent fracture of a leg or kneecap with established non-union (permanent failure of healing)
29	Loss following the medical diagnosis of non-freezing cold injury
30	Permanent Disability not otherwise listed
31	Death by accident of insured person, their spouse, partner or child over 16 years of age
32	Death by accident of the insured person, spouse's or partner's child aged under 16 regardless of number of units bought
33	Burns which cover:
	35% or more of the body surface
	27% or more but less than 35% of the body surface
	18% or more but less than 27% of the body surface
	9% or more but less than 18% of the body surface

	4.5% or more but less than 9% of the body surface
	Maximum payable for any one accident for all burns (per unit)
34	Fractures or fractures to:
	The vertebral body of the spine (except coccyx)
	The pelvis
	The ankle or one or more bones of the leg (tibia, femur, patella and fibula)
	The wrist or one or more bones of the arm (humorous, radius and ulna)
	The skull (excluding nose and teeth)
	The breast bone (sternum and manubrium)
	The shoulder blade or collar bone (scapula and clavicle)
	The rib cage
	The bones of the hand or foot (one or more)
	Any bone not specified above
	Maximum payable for any one accident for all fractures (per unit)
35	Hospitalisation payable from the 6 th consecutive night as an inpatient in a hospital, up to 365 nights
36	Flesh Wounds:
	One or more flesh wounds to the cover holder or member

	Wounds to the face resulting in permanent scarring that is either centimetres in length or centimetres in square area:
	Over 5cm but less than 10cm
	10cm but less than 20cms
	20cms or more
	Maximum payable for any one accident for all flesh wounds or scarring to the face (per unit)
37	Any other injury not specified above
38	Level of Benefit cover for:
	Legal Protection
	Personal Liability
39	Effects of traumatic psychological injury (PTSD)
40	Effects of traumatic brain injury
41	Ligaments, tendons and dislocations
	Rupture of tendon requiring surgical intervention
	Hamstrings
	Quadriceps
	Achilles
	Bicep
	Ligaments
	The complete tear of a ligament to the knee or ankle joints confirmed by radiological imaging

	Dislocations
	Displacement of the bones at a joint, which requires the restoration by a doctor
	Spine or hip dislocation
	Patella, knee, ankle, shoulder or elbow dislocation
	Fingers, thumbs and toes
	Joints

PROVISION OF MANAGEMENT INFORMATION

PROGRESS REPORTS AND MEETINGS

1. The Contractor shall provide statistical and other management information to the Authority, to enable them to monitor performance and delivery. This shall form part of regular Scheme reviews (Item 1 and Item 2) between the Contractor and the Authority, and shall ensure a high level of transparency and accountability.
2. The Contractor shall be required to attend the Authority's review meetings at its own expense. Review meetings will be held quarterly or as otherwise agreed by the Contractor and the Authority's Designated Officer. The Contractor shall be responsible for providing the minutes of any meetings held between them and the Authority.
3. The Contractor shall provide the relevant statistical and management information to the Authority's Designated Officer at least ten (10) working days prior to the date of Review meetings in a format agreed by MOD.
4. Review meeting statistical and management information reports to include the details below and any other information that may be requested by the Authority:

Insurer KPIs

- Insurer KPIs would be on claims support and payments. Based on time from claim to response. Time from receipt of evidence to decision, time from decision to payment, availability of interim payments.
- Monitoring complaints, and complaint resolutions – swift resolutions, good communication, low complaint rates.
- Monitoring financial security at a minimum of A rated
- Monitoring premium rating compliance with agreements – 100%
- Monitoring any requests on changes in cover or temporary holds – 100%
- Non standard referrals timescales – 24 hours
- Social value / Carbon reduction plan monitoring – In line with accepted plan

Premiums paid

Membership

- Current
- New
- Cancelled

Claims

- By Service
- Number of claims unresolved after more than 12 months from submission
- Date of submission of oldest claim
- Average clearance times

Claims cause (by type of injury)

- By Service

Claims declined

Legal Expenses claims

Amount in Stability Fund

Complaints

Marketing Activity

Annex D

Summary of quarterly and annual claims and value totals 2021-2022, premiums and loss ratios

Quarter 1 February – 30 April 2022 and annual totals for Personal Accident Insurance

Of the claims notified by individuals, the numbers are as follows

	Qtr 1 Feb to 30 Apr 22	Prev. Qtr	Yr 1 May 21 to 30 Apr 22	Prev Year
Total Number of Claims	156	117	560	404

The value of quarter 1 claims compared to annual totals is below:

Qtr 1 Feb to 30 Apr 22	667,749
Total Value of Claims paid vs reserved	(367,613)
Annual Totals 2021 vs 2022	2,355,518
	(2,528,841)

Loss ratios

The loss ratio of premium net of Insurance Premium Tax (IPT) received vs claims notified (paid and reserved) during the quarter above is **30.86% (prev qtr 16.86%)**.

Annual 26.86% (prev year 29.27%)

Optional Life and Critical Illness claims

Annual value of claims, premiums, and loss ratio

Quarter	Life & CI premium	Claims paid £			Claims reserved £			Loss ratio
		Army	Navy	RAF	Army	Navy	RAF	
May – Jul 21	666,256	69,000	20,000	0	0	0	0	13%
Aug -Oct 21	655,676	330,000	40,000	16,000	0	0	0	59%
Nov 21-Jan 22	645,699	132,000	0	0	0	0	0	20%
Feb – Apr 22	637,306	256,000	0	0	40,000	0	0	46%
Total	2,604,937	787,000	60,000	16,000	40,000	0	0	35%

Life Insurance total policies and Premiums

	Total monthly premium on risk	Total policies on risk
Qtr Feb – Apr 21 inc	£15,234	630
Qtr May – Jul 21 inc	£18,087	758
Qtr Aug – Oct 21 inc	£17,147	709
Qtr Nov 21 – Jan 22 inc	£18,034	754
Qtr Feb – Apr 22 inc	£19,893.00	827

There were no covered claims in the period above.

Schedule Two – Pricing Schedule (Indicative only at this stage until an Insurer is appointed)

Item 1 – Personal Accident Insurance

		Year 1 per Unit (£)	Year 2 per Unit (£)	Year 3 per Unit (£)	Year 4 per Unit (£)	Year 5 per Unit (£)
Item No	Description					
1	Personal Accident - Individual Cover					
	{Please detail any optional enhancement or top up payments for War Risks or CBRN if not included in cost per unit}					
2	Personal Accident - Family Cover					
3	Optional Critical Illness Cover					
4	Optional Life Cover					
5	Optional Legal Liability Cover					
6	% of Premiums IF ANY to be taken to cover Administration / Marketing Costs (indicative only)					
7	Bidders are required to complete either 7a OR 7b and must not complete both.					

7a	Broker's Commission (including administration Costs) if this will be applied as a percentage of annual premium. For the purpose of this Tender, the Authority requires a single percentage figure that will apply to any total annual premium value and the figures of £8M, £10M and £12M are provided as an indicative range only. For the purpose of Financial Evaluation, the Authority will use the Bidder's proposed percentage multiplied by £12M.	
	Broker's fixed fee by year. The Authority requires a single fixed fee figure that will apply to any total annual premium and the figures of £8M, £10M and £12M are provided as an indicative range only.	
7b		
8	Any additional management fees or costs IF ANY that the Bidder cannot cover elsewhere in this Pricing Schedule.	
9	Please provide details of any contingent liability that you anticipate your future subcontracted insurer will require the Authority to cover (indicative only). Please provide as much detail as you are able at this stage, including quantum and/or financial thresholds.	

The Authority will not pay for any broker or insurer set up costs and these should be accounted for (if at all) in item 6.

Note 1: For information only at this stage, for items 1 to 5, the Authority requires the broker to procure firm premium prices for years 1 to 5 and the VoP formula shall apply to premiums for option years 6 and 7.

Item 2 – Life Insurance (Indicative only at this stage until an Insurer is appointed)

Item No	Description	Year 1 Monthly Premium Price for £100,000 for a non- smoker	Year 1 Monthly Premium Price for £100,000 for a Smoker	Year 1 Monthly Premium Price for £200,000 for a non- smoker	Year 1 Monthly Premium Price for £200,000 for a Smoker	Year 2 Monthly Premium Price for £100,000 for a non- smoker	Year 2 Monthly Premium Price for £100,000 for a Smoker	Year 2 Monthly Premium Price for £200,000 for a non- smoker	Year 2 Monthly Premium Price for £200,000 for a Smoker
1.1	Life Insurance - Individual Cover - 5 year term								
1.2	Life Insurance - Individual Cover - 10 year term								
1.3	Life Insurance - Individual Cover - 15 year term								
1.4	Life Insurance - Individual Cover - 20 year term								
1.5	Life Insurance - Individual Cover - 25 year term								
1.6	Life Insurance - Family Cover - 5 year term								
1.7	Life Insurance - Family Cover - 10 year term								
1.8	Life Insurance - Family Cover - 15 year term								
1.9	Life Insurance - Family Cover - 20 year term								
2	Life Insurance - Family Cover - 25 year term								

Item No	Description	Year 3 Monthly Premium Price for £100,000 for a non- smoker	Year 3 Monthly Premium Price for £100,000 for a Smoker	Year 3 Monthly Premium Price for £200,000 for a non- smoker	Year 3 Monthly Premium Price for £200,000 for a Smoker	Year 4 Monthly Premium Price for £100,000 for a non- smoker	Year 4 Monthly Premium Price for £100,000 for a Smoker	Year 4 Monthly Premium Price for £200,000 for a non- smoker	Year 4 Monthly Premium Price for £200,000 for a Smoker
1.1	Life Insurance - Individual Cover - 5 year term								
1.2	Life Insurance - Individual Cover - 10 year term								
1.3	Life Insurance - Individual Cover - 15 year term								
1.4	Life Insurance - Individual Cover - 20 year term								
1.5	Life Insurance - Individual Cover - 25 year term								
1.6	Life Insurance - Family Cover - 5 year term								
1.7	Life Insurance - Family Cover - 10 year term								
1.8	Life Insurance - Family Cover - 15 year term								
1.9	Life Insurance - Family Cover - 20 year term								
2	Life Insurance - Family Cover - 25 year term								

Item No	Description	Year 5 Monthly Premium Price for £100,000 for a non- smoker	Year 5 Monthly Premium Price for £100,000 for a Smoker	Year 5 Monthly Premium Price for £200,000 for a non- smoker	Year 5 Monthly Premium Price for £200,000 for a Smoker
1.1	Life Insurance - Individual Cover - 5 year term				
1.2	Life Insurance - Individual Cover - 10 year term				
1.3	Life Insurance - Individual Cover - 15 year term				
1.4	Life Insurance - Individual Cover - 20 year term				
1.5	Life Insurance - Individual Cover - 25 year term				
1.6	Life Insurance - Family Cover - 5 year term				
1.7	Life Insurance - Family Cover - 10 year term				
1.8	Life Insurance - Family Cover - 15 year term				
1.9	Life Insurance - Family Cover - 20 year term				
2	Life Insurance - Family Cover - 25 year term				

Item No	Description	Years 1 to 5
3	% of Premiums IF ANY to be taken to cover Administration / Marketing Costs (indicative only)	██████
4	Bidders are required to complete either 4a OR 4b and must not complete both.	██████
4a	Broker's Commission (including administration Costs) if this will be applied as a percentage of annual premium. For the purpose of this Tender, the Authority requires a single percentage figure that will apply to any total annual premium value and the figure of £200K is provided as an indicative only.	██████
4b	Broker's fixed fee by year. The Authority requires a single fixed fee figure that will apply to any total annual premium value and the figure of £200K is provided as an indicative only.	██████
5	Any additional management fees or costs IF ANY that the Bidder cannot cover elsewhere in this Pricing Schedule.	██████

6	<p>Please provide details of any contingent liability that you anticipate your future subcontracted insurer will require the Authority to cover (indicative only).</p> <p>Please provide as much detail as you are able at this stage, including quantum and/or financial thresholds.</p>	<div data-bbox="1279 178 1386 217" style="background-color: black; width: 48px; height: 24px; margin-bottom: 10px;"></div>

The Authority will not pay for any broker or insurer set up costs and these should be accounted for (if at all) in item 6.

Note 1: For information only at this stage, for items 1 to 5, the Authority requires the broker to procure firm premium prices for years 1 to 5 and the VoP formula shall apply to premiums for option years 6 and 7.

Schedule Three - TRF Scheme Launch Project Plan



PROJECT TITLE:

MOD - 2023 Tender for Insurance Coverage

Project Start: Wed, 5-Apr-2023

Display Week: 1

						03/04/2023			10/04/2023			17/04/2023			24/04/2023			01/05/2023			08/05/2023			15/05/2023																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Schedule Four - Contract Terms and Conditions



Crown
Commercial
Service

Core Terms

Framework Ref: RM6020 – Insurance and Related Services 3

Project Version: v1.0

Model Version 3.0.7

1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- create new Call-Off Schedules
- exclude optional template Call-Off Schedules
- use Special Terms in the Order Form to add or change terms

2.5 Each Call-Off Contract:

- is a separate Contract from the Framework Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the Framework Contract

2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this Framework Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority

no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.9 CCS and the Buyer won't be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable

instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
- doesn't include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge)

4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.8 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.9 If CCS or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

6.6 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied
- details of any issues
- any remedial action taken

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Relevant Authority can extend the Contract for the Extension Periods by giving the Supplier no less than 3 Months' written notice before the Contract expires. In the event that the Authority exercises its option to extend the Contract, all pricing and charges including Premiums shall remain the same as for the preceding contract year unless otherwise agreed in writing between the parties no later than 4 Months before the Contract expires. Any agreement on prices for the extension years will be based on an agreed Variation of Price formula and the most recent Benchmarking exercise conducted by the Contractor not less than 4 months prior to the Contract expiry date.

10.3 Ending the contract without a reason A

10.3.1 CCS has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract;
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)

- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.4 When the Relevant Authority receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

10.8.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.8.2 Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.8.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

11.3 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge or Default Management Charge

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data) and in accordance with Defcons 658 and 532 which will take precedence in the event of any conflict with Joint Schedule 11.

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government

- Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it
- indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer

- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

24. Changing the contract

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by CCS or the Buyer

24.3 If the Variation to a Contract cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker

provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding

- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

Schedule Five - DEFFORM 532

Personal Data Particulars

DEFFORM 532

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><i>Policyholders</i></p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed by:</p> <p>The broker, the insurers and any subcontractors.</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p><i>Staff including members of the special forces.</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><i>Name, address, telephone number, medical data</i></p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p><i>None</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p>

	<i>Payment of Direct Debit, processing and assessment of personal accident and life insurance claims, and payment of claims.</i>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>The data will be collected, recorded, stored, and retrieved, as well as used transmitted and made available for the purposes of payment of premiums; assessment and consideration of insurance claims and payment of said claims. Data may then be erased and destroyed once it is no longer required for these purposes. Data may also be retained for regulatory purposes.</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>Measures to ensure the confidentiality, integrity, availability and resilience of systems and services; measures to encrypt personal data.</i></p>
Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>[please specify]</i></p> <p><i>Data will be securely destroyed when the policyholder's relationship with the contractor ceases or beyond that where the contractor requires this to comply with all applicable laws and privacy legislation to which they are subject.</i></p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i></p> <p><i>Not applicable</i></p>

The capitalised terms used in this form shall have the same meanings as in the General Data Pro

Contractor's Sensitive Information

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

ITT Ref No: 706879455
<p>Description of Tenderer's Sensitive Information:</p> <p>Security Clearance Status</p> <p>Named examples of cover types and clients</p> <p>Suggested Extensions</p> <p>Scoring Design</p>
<p>Cross Reference(s) to location of Sensitive Information in Tender:</p> <p>D3 Technical Evaluation Q1,2,3,4,5,6,7b,7d,7e</p> <p>Pricing Schedule 2</p>
<p>Explanation of Sensitivity:</p> <p>Commercial Advantage, private individuals security status, confidential names of clients and identifiable client schemes.</p>
<p>Details of potential harm resulting from disclosure:</p> <p>Loss of commercial advantage, non-restricted identification of clients.</p>
Period of Confidence (if applicable): Unlimited
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: [REDACTED]</p> <p>Position: [REDACTED]</p> <p>Address: [REDACTED]</p> <p>Telephone Number: [REDACTED]</p> <p>Email Address: [REDACTED]</p>

Schedule Seven - DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Main Building, Whitehall, London SW1A 2HB

Email: [REDACTED] ☎☎ [REDACTED]

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: [REDACTED]

Address Main Building, Whitehall, London SW1A 2HB

Email: [REDACTED] ☎☎ [REDACTED]

3. Packaging Design Authority Organisation & point of contact:

Not applicable

(Where no address is shown please contact the Project Team in Box 2)

☎☎ Not applicable

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: Not applicable

☎☎

(b) U.I.N.

5. Drawings/Specifications are available from Not applicable

6. Intentionally Blank

7. Quality Assurance Representative: [REDACTED]

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

8. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

9. Consignment Instructions The items are to be consigned as follows: Not applicable

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.