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## Schedule 2.5 - ESMCP Mobile Services Agreement Insurance Requirements

### **Version 1.0**

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This document is based on Schedule 2.5 of v1.0 and Schedule 6 of v2.0 of the Crown Commercial Services Model Services Agreement and has been adapted for use by the Emergency Services Mobile Communications Programme.

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CHANGE HISTORY

Version No.	Effective Date of agreement / CAN	Version / Details of Changes included in Update	Author(s)
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## 1 Obligation to Maintain Insurances

- 1.1 Without prejudice to its obligations to the Authority under this Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances as may be required by applicable Law (together the "**Required Insurances**"). The Supplier shall ensure that each of the Required Insurances is effective no later than the date on which the relevant risk commences.
- 1.2 The Required Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 1.3 The Required Insurances, whether taken out by the Supplier or an Affiliate of the Supplier shall be taken out and maintained with insurers who are:
- (a) of good financial standing;
  - (b) appropriately regulated; and
  - (c) of good repute in the international insurance market.
- 1.4 Where any Required Insurances are provided by an Affiliate of the Supplier, the Supplier shall provide to the Authority on the Effective Date (or inception of the relevant Required Insurances if later) and thereafter [REDACTED] of written request from the Authority evidence of good financial standing of the relevant Affiliate in a form satisfactory to the Authority. The Authority shall not make any such request more than once annually, unless the Supplier is subject to a Financial Distress Event and an Appropriate Agreed Mitigation does not apply to the relevant Financial Distress Event.

## 2 General Obligations

- 2.1 Without limiting the other provisions of this Agreement, the Supplier shall:
- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - (b) promptly notify the insurers in writing of any relevant material fact under any Required Insurances of which the Supplier is or becomes aware; and

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- (c) hold all policies in respect of the Required Insurances and cause any insurance broker effecting the Required Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3 Failure to Insure**

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

### **4 Evidence of Policies**

- 4.1 The Supplier shall upon the Effective Date and within [REDACTED] after the renewal or replacement of each of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in force and effect and meet in full the requirements of this Schedule. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Supplier of any of its liabilities and obligations under this Agreement.
- 4.2 The Authority shall be entitled to receive such evidence of the existence and terms of all Required Insurances, and of timely payment of premiums, as it may reasonably request, and to copies of the public and products liability policy.

### **5 Aggregate Limit of Indemnity**

- 5.1 Where the minimum limit of indemnity required in relation to any of the Required Insurances is specified as being "in the aggregate": If a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified.

### **6 Cancellation**

- 6.1 Without prejudice to Paragraph 6.2, the Supplier shall notify the Authority in writing at least [REDACTED] prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances.
- 6.2 Without prejudice to the Supplier's obligations under Paragraph 4, Paragraph 6.1 shall not apply where the termination of any Required Insurances occurs purely as a result of a change of

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insurer in respect of any of the Required Insurances to be taken out and maintained in accordance with this Schedule.

## 7 Insurance Claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Required Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within [REDACTED] after any insurance claim in excess of [REDACTED] relating to or arising out of the provision of the Services or this Agreement on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Required Insurances requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Required Insurances is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Required Insurances whether under the terms of this Agreement or otherwise.

**ANNEX 1: Required Insurances****PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE****1 Insured**

The Supplier

**2 Interest**

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

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

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

**3 Limit of indemnity**

Not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited in the annual period of insurance, but [REDACTED] in the aggregate per annum in respect of products and pollution liability.

**4 Territorial limits**

United Kingdom

**5 Period of insurance**

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

**6 Cover features and extensions**

Indemnity to principals clause.

**7 Principal exclusions**

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

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- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

**8 Maximum deductible threshold**





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**PART B: PROFESSIONAL INDEMNITY INSURANCE****1 Insured**

The Supplier

**2 Interest**

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

**3 Limit of indemnity**

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

**4 Territorial Limits**

United Kingdom

**5 Period of insurance**

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

**6 Cover features and extensions**

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

**7 Principal exclusions**

7.1 War and related perils

7.2 Nuclear and radioactive risks

**8 Maximum deductible threshold**

[REDACTED]

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## **PART C: UNITED KINGDOM COMPULSORY INSURANCES**

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

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