



BT Supplier Policy

Insurance Requirements

1. Scope

This Policy applies to all suppliers doing business with BT or acting on our behalf.

2. Supplier Requirements

2.1. The supplier will, at its own expense, maintain from and including the date of any agreement with BT ("**Contract**") and throughout the term of the Contract ("**Term**") an adequate level of insurance with an independently regulated insurance company (of good financial standing properly licensed to underwrite insurance risks of the type in question), on terms that are reasonably adequate and customary in the international insurance market, covering all of the risks which may arise out of or in connection with the acts or omissions of the supplier or its personnel (the "**Insurance Policies**"), including but not limited to the following Insurance Policies:

2.1.1. employers' liability insurance of not less than ten million pounds (£10,000,000) per occurrence;

2.1.2. public liability insurance of not less than ten million pounds (£10,000,000) per occurrence and unlimited in respect of the number of occurrences during any one insurance period; and

2.1.3. property damage insurance for a sum no less than the full replacement value of all equipment and tangible property owned by the supplier or in the custody, care and control of the supplier.

2.2. Notwithstanding any other provisions of the Contract, the supplier will ensure that the Insurance Policies meet the following requirements:

2.2.1. all Insurance Policies arranged on claims made basis will be maintained throughout the Term and a further period of six years following termination or expiry of the Contract;

2.2.2. they will not be terminated by the insurer by reason of any breach of a policy condition by the supplier or non-payment of the premium without immediate written notice being given to BT;

2.2.3. those Insurance Policies referred to in paragraphs 2.2.1 and 2.2.2 will contain an indemnity to principals clause under which BT will be indemnified in respect of claims made against BT and which arise from the provision by the supplier of the goods or services.

2.3. The supplier will within thirty days of receiving a written request from BT, provide to BT, certificates of insurance or suitable evidence of insurance for each of the Insurance Policies referenced in the Contract.

2.4. If the supplier fails to comply with paragraph c. above and furnish BT with certificates of insurance or such other reasonable evidence to confirm that all coverage referenced in the

Insurance Requirements

Contract is being maintained, in force and is fully compliant with all the terms of the Contract, BT may arrange to take out one or more of the Insurance Policies and charge the supplier the cost of the premium for the same.

- 2.5. Notwithstanding the supplier's continuing obligation to maintain the Insurance Policies in accordance with paragraph 2.1 above, the supplier will use its reasonable endeavours to provide to BT thirty days' notice prior to cancellation or material alteration of any of the Insurance Policies. Such cancellation or material alteration will not relieve the supplier of its continuing obligation to maintain insurance coverage.
- 2.6. The terms, including but not limited to, the financial limit of any Insurance Policies will not relieve the supplier of any its liabilities or obligations under the Contract.

Policy Owner: Group Risk Finance & Insurance