

Request for Proposal

Part B – Statement of Requirements

RFP Name: Provision of Reinsurance and Other Insurance Related Services

RFP Number: Prj_988

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RFP Manager: Mal Smyth

RFP Manager Email: GGSicareprocurement@icare.nsw.gov.au

icare Address: Level 15, 321 Kent St, Sydney NSW 2000

Is this a procurement to which the PDB 2019-05 Enforceable Procurement Provisions applies? Yes

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STATEMENT OF REQUIREMENTS

1. Introduction

1.1 Overview of Requirements

- 1.1.1 Insurance & Care NSW (icare) is the statutory body responsible for the operation of NSW Government insurance and self-insurance funds. The provision of Reinsurance Services relates mainly to the Construction Risk Insurance Fund (CRIF) and NSW Treasury Managed Fund (TMF), with the option of expanding to the investigation and/or the placement of reinsurance for other Schemes and Funds under icare's management during the contract tenure.
- 1.1.2 The TMF is the self-insurance scheme of and for NSW Government agencies and the CRIF provides insurance separately to NSW Government agencies on a principal arranged basis for a range of construction activity. Other schemes and funds include but are not limited to the Nominal Insurer (NI) and the Home Building Compensation Fund (HBCF). The requirement for these services is to maintain and create a programme of risk transfer that protects the NSW State assets from financial risks arising from large and catastrophic loss events whilst delivering demonstrated value for money. It is an essential activity within the management of NSW State liabilities. These additional services are further described in Section 7, to Section 8, of Attachment 1 of this document.
- 1.1.3 The scope of services extends to insurance, reinsurance and risk advice, including modelling, strategy development, actuarial and pricing advice, coverage analysis, including support for the TMF's claims and underwriting functions.
- 1.1.4 The Reinsurance and Insurance Service Provider (RSP) will be responsible for facilitating the placement of icare's reinsurance programme, into worldwide markets and providing recommendations and solutions on reinsurance and insurance matters as per the agreed arrangement. It will also provide support for the management and placement of any other icare's scheme as determined by icare.
- 1.1.5 The overall objectives to be delivered by the Services will include, but are not limited to:
 - i. Managing NSW State risk exposures through proactive strategic advice on minimising / efficiently managing government risks
 - ii. Minimising the impact to the NSW State balance sheet of liabilities through cost-effective risk transfer
 - iii. Continuous optimising of value proposition and improvement of insurance and reinsurance services to the NSW government
 - iv. Efficient and cost-effective delivery of all services including minimising total cost of risk and cost of reinsurance to the NSW government
 - v. Supporting icare in reinsurance recoveries
 - vi. Identifying and managing any future insurance risk and the management of reinsurance for other icare Schemes and Funds, or on behalf of other NSW agencies, as required
 - vii. Supporting and assisting in delivery of strategic advice of risk monitoring, measurement and transfer, including pricing, modelling, risk mitigation design
 - viii. Providing access to industry specific local and global specialists and data sources to create risk management strategies.

The emphasis of this procurement activity will be on securing services that deliver high standards of:

- i. Performance obtain a world-leading, value for money, service provision for all services related to reinsurance programs, and other requirements as per 1.1.6iii below, from the most aligned respondent/s that will enhance all activities supporting the financial risks of NSW via prudent risk transfer and risk management; and
- ii. Relationship ability to create, nurture and enhance all reinsurance arrangements for NSW as well as advise icare on relevant reinsurance options in accordance with icare's risk appetite, capacity for loss (individual and in the aggregate), maximum probable loss (by line of business) and prevailing market conditions.

- 1.1.6 It is to be noted that, subject to the RFP evaluation process, icare reserve the right to award a contract for the whole scope of Services or a portion of the scope of services at icare's discretion. Respondents are requested to address the requirement described in this document for each of the following elements in their Proposals:
 - i. The provision of Reinsurance Services related to the NSW Treasury Managed Fund (TMF) as detailed in Section 1. to Section 4. of the Attachment 1;
 - ii. The provision of Reinsurance Services related to the Construction Risk Insurance Fund (CRIF) as detailed in Section 5. to Section 6. of the Attachment 1;
 - iii. The provision of Re/insurance Services related to other requirements stated in the Part B Statement of Requirements, including but not limited to TMF Insurance Services, Insurance Product Underwriting and/or General Line Claims (GLC) options, expanding to the investigation and/or placement of reinsurance for other Schemes and Funds under icare's management, etc. as suggested in Section 7. to Section 8. of the Attachment 1.

2. Experience and expertise required

- 2.1 Respondents must have proven relevant experience, expertise, and delivery in:
 - i. Understanding of Government risk
 - ii. Understanding of Government schemes
 - iii. Insurance and reinsurance strategy & advice
 - iv. Reinsurance budget projections
 - v. Insurance peril risk management assistance & advice
 - vi. Reinsurance program design advice
 - vii. Marketing and placement of reinsurance programs
 - viii. Submission and settlement of reinsurance claims
 - ix. Modelling & analysis of multi class risk, emerging risks, climate risks and catastrophic risks including realistic disaster scenarios
 - x. Advice on pricing and underwriting of specialist risk areas as required
 - xi. Principal arranged Insurances for major projects
 - xii. And any other additional broking and placement services that icare may require.
- 2.2 Respondents must demonstrate and/or possess:
 - i. Proven ability to become a key strategic advisor to deliver the set objectives
 - ii. Competitive and clear pricing structure
 - iii. Knowledge, skills experience, and availability of key personnel delivering the daily services
 - iv. Knowledge of insurance and reinsurance markets and access to those (global) markets
 - v. Effectiveness in providing structured and on-time advice on reinsurance programs
 - vi. Proven record in placement of insurance and reinsurance programs
 - vii. Understanding of the Government's self-insurance schemes, and reinsurance needs
 - viii. Capability to interpret contract conditions for construction contracts
 - ix. Capability to provide and present reports and generate insight readily understood by non-technical users
 - x. Implemented policies and mechanisms to avoid and deal with conflicts of interest
 - xi. Proven records of market integrity and ethical dealing
 - xii. Sound governance arrangements (QA/QC protocol)
 - xiii. Reinsurance claims management

xiv. Ability to review and advise on additional or primary insurance and/or reinsurance services including partial and/or end to end claims handling, policy management and technology and data/digital integration capabilities.

3. Evaluation Criteria

Mandatory Criteria

Absence of any material conflicts of interest or demonstrated satisfactory management of conflicts of interest – question 2.1 and 2.2 of the Part D (Returnable Schedules).

The Respondent's Proposal must comply with all the conditions in RFP Part A – question 2.5i. of the Part D (Returnable Schedules).

The Respondent's Proposal must remain valid for at least 6 months after the RFP closing date – question 2.5ii. of the Part D (Returnable Schedules).

The Respondent must be available to commence the Services by December 2023/January 2024 – question 2.5iii. of the Part D (Returnable Schedules).

The Respondent must comply with all applicable Laws and Standards as listed in clause 1.6 of the Part A (RFP Conditions) – question 2.5iv. of the Part D (Returnable Schedules).

Confirmation of compliance with Agreement Conditions (Part C) – completion of Schedule 6 of Part D (Returnable Schedules) – question 2.5v. of the Part D (Returnable Schedules).

Financial Viability proof and agreement to icare conducting independent financial assessment – question 2.6 of the Part D (Returnable Schedules).

Record of ethical behaviour – No current legal proceedings – question 2.7 of the Part D (Returnable Schedules).

Evidence of prescribed level of insurance/s cover – question 2.8 of the Part D (Returnable Schedules).

Confirmation of fair and open dealings in the market and sound corporate governance arrangements in question 2.9 of the Part D (Returnable Schedules).

Provision of Respondent's Fraud and Corruption Control Plan & Business Continuity Plan in accordance with the clause 15 of the Part C (Agreement) – question 2.10 of the Part D (Returnable Schedules).

Confirmation of Quality assurance system in place that meets Australian or International Standards – as per Schedule 4 of Part D (Returnable Schedules).

Weighted Criteria – non-price	Weightings
Strategic, Innovative and Technical Advisory Capability (Individual & Corporate level)	20%
 Referring to Schedule 2 and Schedule 3 (question 3.1 and 3.5) of the Part D (Returnable Schedules) 	
Demonstrated technical capability and effectiveness in providing <u>proactive strategic advice</u> and innovative approach on the structuring of re/insurance programs and the pricing and underwriting of specialist risk areas including:	
 Capacity, knowledge, skills, experience, and availability of key personnel engaged to provide services 	
 Demonstrated capability to draft, interpret and negotiate contract conditions for construction, insurance, claims management and re/insurance contracts 	
Market Access, Global Reach and Program Placement (Individual & Corporate level)	
 Referring to Schedule 2 and Schedule 3 (question 3.2 and 3.5) of the Part D (Returnable Schedules) 	
Demonstrated knowledge of re/insurance markets and access to those markets including:	

-	Proven record in the successful, timely and cost-effective placement of insurance and re/insurance programs	
-	Capacity, knowledge, skills, experience, and availability of key personnel engaged to provide services	
-	Demonstrated capability to draft, interpret and negotiate contract conditions for construction, insurance, claims management and re/insurance contracts	
Re/	insurance Modelling and Analytics	12.5%
– Re	eferring to Schedule 2 and Schedule 3 (question 3.3) of the Part D (Returnable Schedules)	
	nonstrated capability for the <u>strategic assessment and robust modelling</u> of government osures, particularly:	
-	Across the key areas of property natural perils, such as, climate risks and catastrophic risks including realistic disaster scenarios	
-	Terrorism, general liability modelling and workers compensation	
-	Providing reports, generating insights and presenting results which are readily understood by non-technical users; and	
-	Capacity, knowledge, skills, experience, and availability of key personnel engaged to provide services	
Gov	vernment Reinsurance Expertise	12.5%
	eferring to Schedule 2 and Schedule 3 (question 3.4 and 3.5) of the Part D (Returnable edules)	
	monstrated <u>understanding of the features of government's risk appetite, self-insurance</u> emes, re/insurance needs, including:	
-	Demonstrated capabilities for providing strategic advice upon minimising overall government risk/exposure, reducing cost or increasing value of re/insurance through strategic partnerships, advice, data and information/analytics	
-	Capacity, knowledge, skills, experience, and availability of key personnel engaged to provide services	
-	Demonstrated capability to draft, interpret and negotiate contract conditions for construction, insurance, claims management and re/insurance contracts	
NS	W Government Policy Compliance	10%
– Re	eferring to Part D2 – Annexure A	
	nonstrated evidence of support the NSW Government's economic, ethical, environmental social priorities, evidence of an SME participation, including:	
-	Completion of an Aboriginal, SME and Local Participation Plan, pursuant to the SME and Regional Procurement Policy.	
-	Demonstrated evidence of a Diversity Plan showing compliance with NSW Procurement target of disability participation.	

Weighted Criteria – Price (25%)

Proposal prices and value for money – referring to Schedule 5 of the Part D (Returnable Schedules)

4. Activities and Deliverables

4.1 Required Services

4.1.1 The successful Respondent/s will be engaged by icare to deliver and manage the following services:

- i. A strategic advisory partnership offering proactive advice on how to optimise icare reinsurance needs
- ii. Proactive engagement in managing and minimising overall government risk
- iii. A strategic partnership that can reduce the cost of reinsurance through strategic advice, data and information and analytics
- iv. Advice on pricing and underwriting of specialist risk areas, for example, motor vehicle insurance, abuse claims, construction risks, etc.
- v. Technical and commercial support for any insurance and reinsurance claims or portfolios from current or historic programs including supporting and complimentary technology and systems
- vi. Access and facilitation of improved insights into the stochastic analysis of insurable NSW risks including advice on how icare could better price and underwrite specialist risk areas including motor vehicles, emerging exposures, construction risks, etc.
- vii. An Innovative approach and/or treatment of emerging risk in an evolving insurance sector
- viii. Cost efficiencies and flexibility for the provision of these services
- ix. Risk management and advisory services for target portfolio segments including but not limited to cyber, property and general liability, etc.
- x. Any additional broker and placement services required
- 4.1.2 For further details on the service specification, please refer to the Attachment 1

4.2 Associated Services

4.2.1 With exception of the additional services described in the clause 4.1 above, icare expects the Service Provider to perform, at no extra cost incidental services or functions that are required for the proper performance and provision of the Services.

5. Contract Management

- Respondents must perform the Services in accordance with the draft Agreement (refer Part C Service Provider's responsibilities)
- icare retains financial authority on the engagement and is responsible for the following tasks which include:
- 5.2.1 ensuring that required information are made available to the Service Provider in a timely manner
- 5.2.2 liaising with the Service Provider's management team about the quality and efficacy of Services provided
- 5.2.3 participation in information exchange between the Service Provider and regulator where required.
- 5.3 The appointed Service Provider must declare any conflicts in accordance with the requirements under this RFP and the draft Agreement.

5.4 Service Provider's responsibilities

5.4.1 The Service Provider has various responsibilities in relation to Provision of Reinsurance and Other Insurance Related Services. These are described in the draft Agreement.

6. Performance Management

The KPIs that will apply to the Re/insurance Services objective and subjective criteria which will reflect the nature of the work to be performed and are included in the draft Agreement (refer to Schedule 1 for details)

6.2 Reporting Requirements

6.2.1 The requirements for reporting are outlined in the draft Agreement.

6.3 **Performance Meetings**

6.3.1 The Service Provider will at a minimum meet with icare annually to discuss progress and observations.

6.3.2 Ongoing dialogue throughout the contract period is also expected.

7. Fee Management

7.1 Overview / Objective

7.1.1 icare's objective is to obtain value for money from its expenditure by selecting and managing good value, high quality Re/insurance Services that support its immediate requirements as well as long term strategic objectives.

7.2 **Proposal Price**

7.2.1 Respondents are required to submit a completed Pricing Schedule in form of Part D1 (as a Schedule 5 of the Part D) of the RFP inclusive of Fixed fee structure and Schedule of Rate for nominated roles/staff category, including all disbursements, to provide the Services, and against each Deliverable nominated in Part D1 - Pricing Schedule (as a Schedule 5 of the Part D).

7.3 Price Basis

7.3.1 The fixed Price and hourly/daily rates offered in the Proposal shall remain firm for the term of any resultant agreement.

7.4 Non-Chargeable Items

- 7.4.1 icare will not pay extra charges beyond the fee arrangements described in 7.3 for incidental services or functions that are required for the proper performance and provision of the Services, including:
 - i. activities contemplated in 4.2 (Associated Services) of Part B Statement of Requirements;
 - ii. photocopying and printing of documents (which may only be charged with prior express approval);
 - iii. more than one Director or above role type in attendance at external meetings (e.g., meeting with regulator, other government agency) or internal meetings with icare senior management
 - iv. in relation to travel time:
 - a. travel within the Sydney metropolitan area;
 - b. outside of the Sydney metropolitan area, travel over distances of less than 25 kilometres;
 - c. waiting time related to travel time over 25 kilometres (for example airport waiting time);
 - v. internal discussions, meetings, and conferences between icare and the Service Provider;
 - vi. postage and delivery charges;
 - vii. all telephone call connection charges; and
 - viii. information exchange in relation to:
 - a. issues management concerning participation in the contract
 - b. continuous improvement of the Independent Assurance services including:
 - o standard form methodologies, processes, policies, instruction templates;
 - practice management and case management systems;

7.5 Volume Discounts

- 7.5.1 Respondents are required to indicate a proposed discount structure appearing in Part D1 Pricing Schedule (as a Schedule 5 of the Part D).
- 7.5.2 icare will consider alternative discount models offering similar or better value, where the Respondent has complied with icare's discount schedule as detailed in Part D1 Pricing Schedule (as a Schedule 5 of the Part D).

7.6 Payment Plan

- 7.6.1 icare will accept monthly consolidated invoicing for services rendered performed under the Agreement to be submitted on an approved Tax Invoice. Payment Standard 30 Day payment terms will apply. At a minimum the Invoice must include the following:
 - i. correctly calculated amount for the Services;
 - ii. purchase order number; and
 - iii. itemised outline of the services delivered during the period.

Attachment 1

Program Service Specification (further detailed in the Part C – Agreement):

The following service specifications are summarised out of the existing contract/agreement for the provision of these services. NSW Self Insurance Corporation (SICorp) is the legal entity responsible for the management of a number of Government Managed Funds schemes outlined within relevant legislation. Acronyms for many of those schemes exist within the following numbered items, for example:

- TMF NSW Treasury Managed Fund (Item 1. Item 4.)
- CRIF Construction Risk Insurance Fund (Item 5. Item 6.)
- HBCF Home Building Compensation Fund (Home Warranty Insurance)

Additionally, the existing contract is signed in the joint names of Insurance and Care NSW (icare) and SICorp. Wherever any of the acronyms outlined above are used through the following numbered paragraphs, they relate to any and all activities for the purposes of service specifications undertaken by icare.

1. The management of the TMF and other Schemes, including without limitation Home Warranty Insurance, involves a number of distinct roles:

- Actuarial and Information Services
- Reinsurance Services;
- Risk Management Services; and
- Claims Management Services, including:
 - o Workers Compensation Claims
 - o Health Liability Claims
 - General Claims (including non-Health liability, property, motor vehicle and miscellaneous)
 - Home Warranty Insurance Claims
 - o CRIF Claims.

2. The TMF Reinsurance Program relates to the following classes of reinsurance but not limited to:

- Property individual risk/s;
- Property accumulated risk retention arising from an event;
- Cultural collection assets owned and on loan;
- Legal Liability arising from all activities including General, Medical Malpractice, Product, Bushfire, Environmental Impairment, Marine and Aviation;
- Terrorism and Political Violence; and
- Workers Compensation.

3. TMF Services

- Proactive strategic advice on the structuring of reinsurance programs and the pricing and underwriting of specialist risk areas;
- Provide advisory input into the icare's creation of annual Budget Projections of Reinsurance Premiums consistent with the most recently approved TMF Reinsurance Program;
- Facilitate the coordination of annually undertaken risk engineering surveys focusing on property loss control:
- Advice and assistance in relation to risk management issues regarding reinsurance;
- Provide, as and when requested, strategic advice on:
 - Matters relating to reinsurance;

- Minimising overall government risk/exposure;
- Reducing the cost of reinsurance through strategic partnerships, advice, data and information/analytics;
- o Placement of reinsurance and premium estimates; and
- Reinsurance requirements for a new Agency to the TMF or variations to the reinsurance requirements for an existing Agency within the TMF.
- Preparation of reinsurance underwriting submissions, develop and implement a strategy (including appropriate promotional material) for marketing and placement of the TMF reinsurance program;
- Provide a TMF post renewal report detailing results in placing the TMF Reinsurance Program;
- Verification of reinsurance slip, wording and endorsement documents and submission of invoices;
- Reinsurance claims:
 - Coordinate the submission and settlement of claims; and
 - Regular reporting of claims;
- Adjustments to reinsurance program including new agency additions or variations; and
- Modelling and analysis for the reinsurance program detailed in Item 4 below.

4. Modelling and analysis for the TMF Reinsurance Program

- 1. The RSP will provide comprehensive probabilistic modelling of key portfolio risks relating to the reinsurance program, as a minimum:
 - Property Whole of portfolio PML analysis:
 - Perspective: Gross, Net of per Risk placement, Net of Per Risk & Catastrophe placements combined;
 - Perils: All perils;
 - Structural analysis:
 - Consider any alternatives to reinsurance structures on ceded and retained losses.
 - Realistic disaster scenario modelling, with examples like:
 - Newcastle earthquake (Magnitude 6.5ML);
 - Sydney earthquake (Magnitude 5.1ML);
 - Sydney earthquake (Magnitude 5.6ML);
 - Sydney hailstorm (Event similar to April 1999);
 - Sydney Flood (Event similar to 1867 Hawkesbury and Western Sydney floods);
 - Sydney Storm (Event similar to 1991 Sydney storm); and
 - Other regional NSW flood exposures as determined by icare/SICorp.
 - Ability to project models and scenarios forward to address possible climate impacts
 - Property: Agency analysis:
 - Provide loss contribution by key agencies to establish major, by agency, contributors to modelled losses.
 - Terrorism Property:
 - Analysis using an appropriate model agreed by SICorp on whole of portfolio basis; and
 - Liaise with GeoScience Australia for blast plume and damage modelling of Sydney CBD assets.
- The RSP will provide the following schedule of modelling conducted when required for portfolio risks of icare Workers Insurance being TMF or Nominal Insurer:
 - Workers Compensation: Analysis:
 - Terrorism; and
 - Earthquake.
- All modelling to be conducted using market current/leading modelling applications for Australia or assessment methodology agreed by icare/SICorp.

5. CRIF/PAI Reinsurance Program relates to the following reinsurances:

- Annual PAI reinsurance Programme consists of the following policies:
 - o Annual Material Damage floater reinsurance:
 - Contract Works (General); and
 - Contract Works (roads).
 - Annual Public and Products Liability floater reinsurance;
 - Annual Environmental Liability floater reinsurance;
 - Several Risk or Program specific Professional Indemnity reinsurance programmes
- Project Specific PAI reinsurance Programme consists of the following policies:
 - Contract Works Material Damage
 - Public and Products Liability (inclusive of excess layers)
 - Environmental Impairment Liability (inclusive of excess layers)
 - Project Specific Professional Indemnity

6. CRIF/PAI Services

- Construction project construction reinsurance strategy and advice;
- Construction project construction placement and budget projections;
- Construction project construction risk management, risk engineering, and advice and input;
- Construction project construction risk management assistance and advice;
- Construction insurance, reinsurance and risk engineering general advice;
- Prepare reinsurance submissions and strategies;
- Construction project construction marketing and placement of the reinsurance program;
- Construction project construction post placement or renewal report;
- Construction project construction verification of policy documents and submission of invoices;
- Adjustments to the construction project construction reinsurance program;
- Construction reinsurance claims support:
 - o Coordinate submission and settlement of PAI reinsurance claims; and
 - o Quarterly reports of construction claims.
- Modelling and analysis for the CRIF reinsurance program as required
- Reports:
 - Reinsurance renewal options analysis report (annual);
 - Reinsurance renewal report (annual);
 - Counterparty risk report (quarterly);
 - Project-specific placement strategy reports (as needed);
 - CRIF benefits realisation and market price benchmarking study (annual)
 - o Construction program CAT modelling report (annual).
 - Reinsurance Placements reporting, in line with reporting requirements of AASB 17 (Quarterly)

7. TMF Insurance Services

- Benchmarking TMF Agency Contributions and Products against Commercial Insurances to demonstrate to TMF Agencies the benefits of TMF;
- Multinational local policy assessment and assistance to issue local policies for TMF Agencies.
- Customised and general, global and cross jurisdiction insurance trend reports detailing insurance trend to assist icare with understanding major exposures facing insurance companies and insureds.
- Emerging risk commentary/assistance with identification, understanding and managing emerging risks
- Bespoke risk advice/bespoke products cover including marketing, provision of underwriting submissions and data, identification of suitable markets and development of appropriate products for unique and bespoke covers to TMF Agencies.
- Regulatory filing support for infrastructure agencies with insurance market update including benchmarking of liability and property trends for Regulator's contribution forecast submissions.

- Risk Exposure Assistance with:
 - Consequential Loss, Loss of Revenue or Loss of Profits Assessment
 - o Exposure modelling and analysis for key risks and major perils, both manmade and natural
 - o Accuracy of declaration data and assist agencies to better understand their risk exposures.

8. Additional Services:

- Additional Services will be as agreed between icare and the RSP in writing from time to time. Additional Services do not include Transition-In Services, TMF Services, PAI Services and Transition-Out services. The parties must reach agreement on the nature of any Additional Services to be provided by the RSP, the timing of delivery of these services, including any milestones and/or deliverables and the fees to be paid for these services, including the timing of fee payments.
- The RSP must perform the Additional Services in accordance with any agreement reached between the parties.
- Any agreed fees for these services must be agreed in writing between the parties, or otherwise
 calculated based on the relevant hourly rates for Additional Services and in accordance with clause
 Error! Reference source not found. and Item 6 of Schedule 1 (Agreement Details) of the Agreement.
- The RSP shall provide icare with advice on matters relating to Additional Services as and when requested by icare. Such advice is to be provided in writing, if requested by icare.
- Where it is outside the risk appetite or statutory powers of icare to provide insurance or cover for NSW government agencies for specific activities, the Respondent will be required to provide the following services:
 - o Assist icare in developing proposals for insuring the activity in the commercial market
 - Prepare in collaboration with icare and the customer agency a detailed underwriting submission for presentation to the insurance market
 - Assist in negotiating placement in the commercial market on a value for money basis
 - Accurately assessing the offers of insurance made to the customer agency
 - Managing renewal, extension and cancellation of these policies
 - Managing the processing of claims made against the placed policies
 - Existing policies placed in the market that will require renewal and claims support under this service include but are not limited to:
 - Road & Maritime Services Vehicular Ferry Operations PAI Liability cover; and
 - Whole of Government Cleaning and Facility Maintenance PAI Liability cover.