

Questions & Answers 1– For the provision of independent insurance broker services RD22IBAG23

18/07/2024

Question n°1	Can you provide with claims statistics for each insurance contract over the past 3 years ? Can you provide us with your yearly premium for each insurance contract ?
Answer n°1	Please refer to Annex 4 - commercial template, point 8. concerning statistics for claims. Further information concerning premiums will be shared with the preferred candidate.
Question n°2	How has ESM selected its current liability retentions and limits? - EFSF : We note that there are 2 contracts in place, with 2 insured limits mentioned in your summary (10mio € and 5mio €). Our understanding is as follows: the D&O Liability insurance contract is with 10mio € limit and the Employment Practice Liability (EPL) insurance (for HR Issues related Liability) contract is with 5mio € limit. Is this correct? If so, does the EPL insurance cover only individual persons or both the individual persons and EFSF? - D&O for the Liability of the Board of Auditors of the ESM: We understand that there is one contract in place, combining D&O Liability insurance and Employment Practice Liability (EPL) insurance (for HR Issues related Liability). We suppose that in this setup, the EPL insurance only covers individual persons (no cover for the ESM). Please confirm.
Answer n°2	1. EFSF Both insurances have the same scope – they are D&O insurances, having the scope as indicated in Annex 6 to the RfP, and are taken out to ensure insurance coverage for EFSF’s Management Board members (the EFSF does not have other personnel as its operations are carried out by the ESM personnel based on the agreement between the EFSF and the ESM). € 10 M policy is the primary policy while € 5 M policy is the excess liability policy, i.e., can be triggered only in case € 10 M insurance limit under the primary policy is used up. 2. BoA We confirm there is only one contract in place. This is a D&O insurance with the scope as indicated in Annex 6 to the RfP and provides for insurance protection only for the members of ESM’s Board of Auditors.
Question n°3	How has the ESM selected its current retentions and limits? Is the car insurance structured as a fleet program? If yes, how many vehicles are included in the fleet? And what kind of vehicles (ex. car, van, truck,...) are included in the fleet? Can you provide us with more details about the structure of your current car insurance policy?
Answer n°3	At the moment is only one minivan insured.
Question n°4	How does the ESM validate the sums insured declared for buildings and contents that they use?
Answer n°4	At this stage we are unable to provide further information concerning this question. Further information will be shared with the preferred candidate.
Question n°5	How has the ESM selected its current retentions and limits?

	We note that there is no limit mentioned under the section 'Contractual liability'. Can you provide us with more information on the scope of this guaranty?
Answer n°5	During the setup of the ESM the applicable limits with retentions were agreed. Further information concerning current insurance policies will be disclosed to the preferred candidate.
Question n°6	We noted the list of documents on page 5 of the PDF document 'RFP – Negotiated Full Publication'. With regards to No. 3 Annex 2 – Section 1, 2 and 3, the names and numbering of the annexes do not correspond with the attached document containing these annexes. Can you confirm that all the annexes related to this section (No.3) are included in the Word document 'Annexes for RFP'
Answer n°6	We confirm that the list of Annexes included in the section 2 of the RFP under point 3 is correct and corresponds to the attached documents containing those Annexes in word document. Those documents would need to be signed by the participating candidate.
Question n°7	The tender document mentions a contract period for 4 years. Is there also a possibility to breakdown this 4 years period into two periods of 2 years, so we can diversify brokerage fee between the first years, which are typically the most demanding in terms of workload, and the latter years?
Answer n°7	Please note that the overall contract duration for provision of brokerage services is 4 years, see further information defined in paragraph 3.2 of the RFP.
Question n°8	For the D&O risk we observed that you are working with two different programs, for EFSF and for ESM. Why are there 2 different policies instead of 1 D&O program?
Answer n°8	See response 2
Question n°9	With respect to the request for the yearly fee-amount for the management of all policies and renewal date 01.01.2025, since the decision for preferred Insurer broker will only be taken by October 10th, will the chosen broker have to undertake the renewals for this year?
Answer n°9	The selected broker will have to ensure that current policies will be automatically renewed with the current insurers for 2025, the risk assessment and retendering of the current policies will have to be performed in the following year, that renewed policies are in place for 2026. See further information provided in Annex 1, paragraph 2.1.3 and paragraph 3.
Question n°10	Referring to the proposed KPI's, ESM mentions that the Broker has to obtain at minimum 3 quotes for each renewal. What about the possibility of Long term Agreements that could be obtained with Insurers? Is ESM open for LTA's?
Answer n°10	Please refer to the main requirements defined in Annex 1, paragraph 2.1.3, which will not change.
Question n°11	RFP – 4.9 – page 12 - suggests we may have to take on staff from the outgoing service provider. Is such a transfer foreseen and is there any explanation around this apart from local laws?
Answer n°11	The referred section 4.9 is a standard term. The ESM is of the opinion that the transfer of Employees will not be required in this case. However, it is the successful Candidate's responsibility to determine if the transfer of the Employees takes place in accordance with the Regulations.
Question n°12	RFP 2.1.3 - page 17 – reference to quotes being commission fee is in conflict with the ability to take commission on any new policies as shown in the Annex 4 Commercial Responses. Could this rationale or discrepancy be explained?
Answer n°12	Annex 1, paragraph 2.1.3 of the RFP refers to commissions payable to the broker by insurers, which in any case is not permitted. Annex 4 refers to the brokerage fee (determined as % of the premium for an additional policy) which will be

	payable by the ESM to the broker for the management of an additional policy. Please consult Article 4 of Annex 5 – ESM Draft Contract for further information.
Question n°13	In Annex 3, page 28, Evidence #2 - Could you please define what is amount invoiced and what do you mean by total project value?
Answer n°13	Please note that the meaning of the project should read as brokerage services. The total value of the contract is the overall agreed costs including premiums for the provision of brokerage services. The invoiced amount is the costs which has been paid so far to the candidate for the provision of brokerage services.