



# MALDON DISTRICT COUNCIL

INSURANCE RELATED SERVICES  
INVITATION TO TENDER – PART 1 OF 2  
DOCUMENTS



Arthur J. Gallagher  
BUSINESS WITHOUT BARRIERS™

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# 1. Introduction

Arthur J. Gallagher has been selected to assist in the tender of Maldon District Council's (the Council) insurance programme following the expiry of current Long Term Agreements on the 30 September, 2016.

Tenders are invited for the insurances of the Authority as detailed in this Invitation to Tender for the period commencing the 1 October, 2016. The tender is being conducted under the EU Procurement Directive 2014, as included in the UK Public Contracts Regulations 2015 – Open Procedure – process.

Cover will be awarded on the basis of the contract award criteria on pages 9 to 14 of this Invitation to Tender document.

**Requests for additional information should be directed to Arthur J Gallagher Insurance Brokers Ltd by the 1 July, 2016.** All requests and answers will be circulated to all tenderers to ensure transparency during the tender process. **Requests for additional information after this date will not be considered.**

**All tenders are required by 12.00 noon, 19 July, 2016. Tenders received after this date will not be considered.**

Jade Worth  
Client Service Adviser

Tel.No: 01245 341-278

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Date: 7 June, 2016

## 2. Instructions to Tenderers

### Invitation to Tender

- 1.1 Maldon District Council (“the Council”) invites Tenders for the insurance cover detailed in the following Tender Document.  
  
Please read the following instructions carefully and prepare your tender in accordance with the general instructions and respond specifically to the service specification and cover required.
- 1.2 This Invitation to Tender document is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and Arthur J. Gallagher.
- 1.3 The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process, or for any other costs incurred by those tendering for this Contract.
- 1.4 Tenderers shall not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other Tenderer or member or employee of the Council.
- 1.5 Should any prospective Tenderer be in doubt as to the interpretation of any part of the Tender Documents, enquiries must be made as soon as possible, and in any event, up to 1 July, 2016, prior to the closing date for receipt of Tenders. They should be submitted to Jade Worth at Arthur J Gallagher Insurance Brokers Limited.
- 1.6 Details of any enquiries received, and of the Council’s responses, will be given to all prospective Tenderers by no later than the 8 July, 2016. No details of the Tenderers will be given.
- 1.7 This invitation to tender does not constitute an offer and the Council does not undertake to accept any tender. The Council will not reimburse any tendering costs.
- 1.8 The Tenderer will not undertake any publicity activities with any part of the media or use any image of a Council asset or individual (unless prior written consent is obtained) in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.
- 1.9 The Tenderer is deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, in particular in relation to Directive 2014/24/EU as embodied in the Public Contracts Regulations 2015.

- 1.10 Tenderers are informed that in line with Government expectations on all local authorities in terms of public accountability the Council intends to publish all invoice items over £500.00 on its website upon the award of a contract following from this procurement. This will include payments made to Company's, Limited Liability Partnerships, Charities and Sole Traders but will exclude payments made to individuals under an employment contract including engagements made through an Employment Agency. All information will be available for viewing on the Council's website for 12 months after the date of first publication and the data will be retained for a maximum period of 7 years after the date of the invoice payment.
- 1.11 By submitting a tender response in connection with this tender process, potential Tenderers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable policies relevant to the goods and/or services being supplied.

### **Preparation of Tender**

- 2.1 It is the responsibility of prospective Tenderers to obtain for themselves at their own expense any additional information necessary for the preparation of their Tenders.
- 2.2 All information supplied by the Council in connection with this invitation to tender shall be treated as confidential by prospective Tenderers except that such information may be disclosed so far as is necessary for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the Tender.
- 2.3 All documents supplied to prospective Tenderers are and shall remain the property of the Council and shall be returned upon demand.
- 2.4 Tenderers will be required to demonstrate their ability to provide the Services.
- 2.5 The Tenderer shall be deemed to have examined the Tender Documents and to have costed for fulfilling all the obligations and liabilities thereto. No claim by the successful Tenderer for any additional payment shall be allowed on the grounds of any misunderstanding, misrepresentation or miscalculation due to lack of knowledge of any conditions, regulations or other requirements.
- 2.6 Tenderers will not:
- disclose that they have been invited to tender;
  - discuss the contents of this Invitation or the Tender they intend to make;
  - release any information relating to the Invitation and the Tender that they intend to make other than with professional advisers who need to be consulted with regards to the preparation of the Tender;
  - canvass directly or indirectly with any other person (individual, company or partnership) concerning the award of the Contract or who has directly or indirectly obtained, or attempted to obtain information from the said person;
  - canvass directly or indirectly with a Member or Officer of the Council (including its consultants and contractors) concerning the award of the contract or who has directly or indirectly obtained or attempted to obtain information from the said individuals.

It is a further requirement that the Tenderer has not in the past or during the tender process leading to the submission of a tender conducted, been party to or colluded in any discriminatory employment practice which could be construed as blacklisting any person who has applied for employment with the Tenderer other than has been lawfully permitted and a failure to inform the Council prior to tender submission shall entitle the Council to disqualify the Tenderer or rescind an awarded contract. This obligation will continue during the life of any awarded contract.

## 2.7 Freedom of Information Act 2000 and Environmental Information Regulations 2004

The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").

As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "**Not for disclosure to third parties**" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

- has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
- does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information or the Council is ordered to do so.

The tenderer shall not make any copies of the whole or any part of the tender documents (other than for obtaining sureties or quotations as aforesaid) except with the prior written consent of the Council. Under no circumstances shall the contract documents or copies thereof be shown to any third person without the prior written consent of the Council.

### **Audit Commission Act 1998**

The Tenderers attention is drawn to the provisions of Sections 14 and 15 of the Audit Commission Act 1998 and the entitlement of Maldon local government elector to inspect the Council's Statement of Account in a given financial year. Attention is particularly drawn to the provisions of Section 15 in terms of inspection and copying documents supporting the Council's Accounts which may include contracts.

Tenderers will note that similar rights and obligations shall continue for the audit years 2016/17 and onwards pursuant to sections 25 to 28 of the Local Audit and Accountability Act 2014.

## 2.8 Contract (Rights of Third Parties) Act 1999

The Tenderers attention is drawn to the provisions of the Contract (Rights of Third Parties) Act 1999 (the Act) and to how it affects the exclusivity of the Contract between the Council and the successful Tenderer. The requirements of the Act are expressly excluded from the contract.

### Tender Evaluation

- 3.1 Tenders submitted in accordance with these instructions for Tendering will be evaluated to find the Most Economically Advantageous Tender (MEAT) having regard to insurance cover, range of services, expertise, quality and service standards, and claims handling.
- 3.2 The ratio of quality and price scoring is set out in the contract criteria. A successful Tenderer will have demonstrated, through its Tender, that the price offers the Council the best value for money and that the proposed methods and approach give assurance that the quality of service will be as required and will be maintained consistently with a minimum of supervisory intervention by the Council's officers.
- 3.4 All prices are to be shown in pounds sterling e.g. £.
- 3.4 All prices shown are to be net of commission and discounts. IPT and VAT where applicable must be shown separately but included in the insurer's proposal.
- 3.5 Any fee or other sum payable to a Broker, if necessitated by the successful bidder, will be considered by the Council when evaluating.

### Submission of Tender

- 4.1 Tender documents should be submitted in writing (see "Tender Return" details below) to Maldon District Council. A copy should also be included in electronic format on CD-Rom or Memory Stick in addition. Policy Wordings must be included.
- 4.2 Tenderers should provide all of the items detailed in the checklist below. Failure to provide all of the items may cause your tender to be non-compliant and not considered.

No.	Item	Included in Tender?
1	All information requested in Section 6 of this Invitation to Tender relevant to the Lots being tendered for.	
2	Declaration to be completed by Tenderers( <b>Appendix 1</b> )	
3	Declaration of Bona Fide Tender Status ( <b>Appendix 2</b> )	
4	Declaration of Interest ( <b>Appendix 3</b> )	

- 4.2 All documents requiring a signature shall be signed on behalf of the Tenderer, such signatory being duly authorised for that purpose.

- 4.3 The Council is not bound to accept the lowest or any tender and shall not be responsible for any costs in connection with the preparation or submission thereof.

### Tender Return

- 5.1 Tenders should be returned to Maldon District Council addressed as detailed below **NOT** later than **12.00 noon on the 19 July, 2016**.

For the Attention of Ann Nagy, Senior Accountant  
Maldon District Council  
Council Offices  
Princes Road  
Essex CM9 5DL

Please mark the envelope on the first line: **"INSURANCE"**. On the second line please mark **"12.00 noon 19 July, 2016"**.

**Please ensure no other markings bearing your companies name are on the outside of your submission as this could mean that your bid is rejected.**

Tenders received after 12.00 noon on the 19 July, 2016, will **NOT** be considered.

- 5.2 Tenders shall not be sent and will not be accepted via email or fax.
- 5.3 Tenderers may be asked to clarify what is or is not included in their bid price.

### Timetable

- 6.1 This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Invitation to Tender	3 June, 2016
End of clarification period	1 July, 2016
Deadline for submission of Tenders	19 July, 2016
Notification of result of Tender Evaluation	12 September, 2016
Standstill Period	12 September, 2016
Standstill Period End Date	22 September, 2016
Contract Commencement	1 October, 2016

## 3. Award Criteria

### INSURANCE CONTRACT AWARD CRITERIA

The Council will award their contract(s) on the basis of the Most Economically Advantageous Tender with a weighting of 50% for Price and 50% for Quality Criteria. The process for evaluating insurance tenders is set out below.

Insurance tenders will be evaluated by Lot and where insurers indicate a price against individual Lots, they are deemed to be offering to write cover for the individual Lot in isolation, and that the quotation is not dependent upon the placing of cover under any other Lot with the same insurer.

It should be noted that the Council will make the contract award on the basis of the option which produces the highest overall score against the contract award criteria set out below.

For all Lots, a maximum of 50 marks will be awarded in respect of price criteria and 50 marks in respect of non-price criteria.

Please note the following:

- a) tenders may be submitted for one, for several or for all of the lots detailed in this ITT;
- b) the Council reserves the right to award more than one lot to the same tenderer. This could be, for example, a combination of Lots 1 (Material Damage and others), 3 (Employer's/Public Liability etc.) and 8 (Motor Fleet) or Lots 3 and 8 combined. However the award is made, the criteria detailed below will be used to assess the same;
- c) where tenderers offer additional discounts for being awarded all lots, the discounts available for the same must be clearly identified in the tenderers proposals. Such proposals will be considered against the best combination of lots available and all will be scored using the criteria detailed below.

In those circumstances where these discounts may be affected by the award of one lot or more than one lot to another bidder, for example Lot 1 to insurer A and Lots 3 and 8 to insurer B, clarification will be sought of the tenderers concerned to determine the effect, if any, on the discounts offered. If the discounts are altered, then a reassessment against the award criteria detailed below will be undertaken and scores adjusted accordingly.

The contract award criteria to be used are listed below, together with the proposed weightings to be applied to each:

#### 1. Price – Weighting 50%

Please note that all ancillary costs associated with your bid will be included within the price evaluation. Therefore if there are pricing differentials between a "Direct Dealing" basis and the costs of using additional providers, the costs of such additional providers will be incorporated in to the total pricing for such bidders.

#### Total cost of Option – Maximum marks 40

The Council will consider the cost of premium, IPT, the cost of losses within deductibles and aggregate stop limits (where applicable), cost of claims handling (if priced separately), proposals for Low Claims Rebates, and terms for payment when selecting insurers.

The Council will consider entering into a long term agreement or contract with insurers. The basic requirement is for insurers to quote on the basis of a three year long term agreement with the option for extending for a further two years, on a year by year basis.

In the event that a LTA is agreed, the Insurer must give the Council at least 120 days' notice in advance of the renewal date if the Insurer intends to breach the agreement. If the Insurer fails to comply with this notice period then the Insurer will be bound to offer renewal for one year at the current rates, terms and conditions.

The best overall quotation for each Lot will be awarded 40 marks and all other tenders will be awarded a proportion of 50 marks in direct proportion to the best overall quotation.

### **Financial Certainty – Maximum marks 10**

The Council will award up to a maximum of 10 marks to reflect the degree of financial certainty provided by the insurer's proposals over the period of the initial long term agreement. For example, a guarantee of fixed annual premium for the three year LTA period will attract the maximum mark, and insurer proposals which offer a lesser degree of financial certainty (e.g. fixed premium for year 2 only, or insurer proposals to fix price increases / decreases to defined loss ratios) will attract a proportionately lower score.

### **Quality and Service Standards – Weighting 50%**

The weighting has been broken down as follows.

#### ***Sub Criteria***

#### ***Quality and Service Standards – Maximum marks 5***

Insurers must be able to reach agreement as to standards for turnaround of documentation, response to queries and cover requests.

#### ***Cover – Maximum marks 30***

The Council will give consideration to the range of cover offered, policy conditions, warranties, exclusions, extensions and limitations of cover. The Council are flexible and will consider quotations on different basis but insurers must clearly indicate any aspect of their quotation which does not comply with the specification of cover set out in the tender document.

#### ***Claims Handling – Maximum marks 10***

The Council will rely upon method statements from insurers/claims handlers to indicate how the claims service will be provided. Insurers/Claims handlers are required to provide sufficient detail to enable the claims service to be evaluated and in particular to confirm their service standards, quality measures and KPIs that apply to this service.

Claims handlers must be able to demonstrate their expertise in providing claims handling services (no qualification re Public Sector/Private Sector). Applicants should provide details of the service team, the resources to be allocated to the Council and location for where the team is based.

#### ***Range of Services – Maximum marks 5***

The Council will give consideration to the inclusion of services from an insurer such as claims handling and loss control services included within the premiums quoted and to the provision of any additional services at specified daily rates.

For each of the Quality and Service Standard criteria, the best proposal under each sub-criteria will be awarded maximum marks and other tenders will be allocated marks in proportion to the relative merits of the bid.

### Scoring Assessment

In terms of the scoring of Price – Total Cost of Risk, the lowest cost proposal will be allocated a total of 40 marks and all other proposals will be awarded a lower score in direct proportion to their value against the lowest cost proposal received e.g. if insurer A submits a price where the total cost of the option is £110,000 and the cost of the lowest proposal received is £97,000 then the total marks awarded will be:

$£97,000 \div £110,000 = 0.88 \times 40$  marks, which gives a score of 35.2.

In respect of the balance of the criteria, other than Price – Total Cost of Risk, each bidder is scored against a scale as set out below. A score of 0 – 5 marks are allocated for each criteria, with a maximum total score of 60 available. An example is detailed below:

**Cover** – Scoring Assessment 3 (meets all requirements with additional value) -  $30 \div 5 = 6 \times 3 = 18$  marks.

The scoring assessment to be used is as follows:

Scoring Assessment	Score
Poor response – does not or barely meets requirement	0
Average response – meets most of the requirements	1
Good response – meets all requirements	2
Meets all requirements with additional value	3
Very good response – meets all requirements and with significant added value	4
Excellent response – exceptional and innovative, which meets and exceeds all requirements	5

Each bidder is scored on the above on a scale of 0 – 5 and marks are allocated for each criteria, with a maximum total score of 100 available.

The scoring matrix, thus agreed with the Council, including example insurers is detailed below:

Tender Evaluation Matrix	Criteria Weighting	Insurance Company				
		A	B	C	D	E
Price – Total Cost of Option	40%	8	16	24	32	40
Price – Financial Certainty	10%	2	4	6	8	10
Quality – Quality & Service Standards	5%	1	2	3	4	5
Quality - Cover	30%	6	12	18	24	30
Quality – Claims Handling	10%	2	4	6	8	10
Quality – Range of Services	5%	1	2	3	4	5
<b>Totals</b>	<b>100%</b>	<b>20</b>	<b>40</b>	<b>60</b>	<b>80</b>	<b>100</b>

## 4. Service Standards

### Escalation Process

The following section specifies the service standards required from each service provider, but in the event that any standards are not be achieved, an escalation process will be instigated, as follows:-

- Escalation Point 1: If no response and no holding response are received within 5 working days, the enquiry will be forwarded to the Underwriting Manager, who will be a named person.
- Escalation Point 2: If no response and no holding response is received within a further 3 working days, then a copy of the enquiry will be sent to the Regional Business Manager Account Manager or equivalent. Resolution should then occur within a further 3 working days.

### Insurance Cover

- 1 Quotations are sought from insurers on the basis of a three-year long-term agreement or contract, with the option to extend for a further two years on a year-by-year basis. The Council will also consider proposals for a shorter or longer term agreement or contract, provided that the tenderer provides sufficient information about how the contract will operate and discounts allowed enabling evaluation against the three year plus one plus one option. In the event of proposals for shorter or longer term or open ended agreements or contracts it will be necessary to define the circumstances which will trigger a new tender process.
- 2 All premiums are to be quoted net of commission and all discounts. Quotations should be provided to include ISA (Insurer Service Agreement) to your standard Arthur J. Gallagher agreement level, where appropriate.
- 3 Where a tenderer provides quotations for multiple risks or the complete programme the Council will require premiums to be given in respect of risks under each individual risk and Lot. The Council will require a breakdown of the premiums relating to each risk and Lot for cost allocation purposes. Any increase in premium rate, terms or conditions within the period of the rate guarantee or long term agreement will, subject to the following exclusions, be a breach of the rate guarantee or long term agreement and will enable the Council to invite tenders for the risk for which the increase is sought.

#### Exclusions:-

- 3.1 Market wide alterations to terms and conditions
  - 3.2 Increases in indemnity limits requested by the insured
  - 3.3 The inclusion of new risks or perils under an existing policy
  - 3.4 The index linking of deductibles, aggregate loss limits, sums insured or premiums provided that the proposals for such index linking are clearly stated in writing with the insurer's quotations
  - 3.5 Any proposal to gear premiums to loss ratios or other benchmarks provided that the proposals for renewal premium formulae are clearly stated in writing with the insurer's quotations.
- 4 Any premium put forward in respect of individual risks or Lots can be accepted in isolation and shall not be dependent upon the placing of other risks or Lots with the same tenderer.
  - 5 No discount allowed in respect of any one risk or service may be dependent upon the placement of another risk, risks or services with the same insurer.

- 6 If a discount is allowed for the placement of a package of risks or Lots with the same insurer, in the event of the insurer breaking the terms of the rate guarantee or Long Term Agreement(s) and the insured placing the risk/Lot(s) with another insurer, then the package discount will remain payable on all other risks/Lots remaining with the insurer.
- 7 If an insurer wishes to vary the quotations of individual risks/Lots by virtue of the placement of combinations of risk with the same insurer, full written details of the variations in costs, terms and conditions must be submitted with quotations.
- 8 Insurers are required to provide the Council with written confirmation that the tenderer will indicate whether or not the long term agreement will be broken at least 120 days prior to each renewal date, together with authenticated loss experience, in a format required by the Council
- 9 Where the responding bidder is a Direct Insurer, during the currency of the insurances, all correspondence and enquiries must be directed to the Council. The intention is to allow direct contact between the insurer and the Council but the successful tenderers will be required to recognise the appointment of Arthur J. Gallagher as the appointed insurance brokers to the Council and to respond fully to any queries they raise and to attend meetings with them to resolve any issues with service provided to the Council as required.
- 10 Insurers are required to issue draft policy documentation either to the Council or to the appointed insurance brokers within 30 days of the inception date.
- 11 Insurers are required to respond to written enquiries within 3 working days. If a comprehensive reply cannot be despatched within this time due to the need for further enquiries, then a holding response must be despatched giving a timescale by which the insurer expects to be able to respond fully.
- 12 Insurers are required to respond to telephone enquiries within 24 hours. If a response cannot be given within this timescale then an anticipated timescale for responding should be given to the enquirer.
- 13 Should the Council suffer a failure of service from the successful insurer and this cannot be resolved within a reasonable amount of time the Council can terminate the contract with the insurer with no penalty clause to apply.
- 14 A named underwriting contact will be provided by the insurer to the Council. No insurer may allocate a new underwriting contact to the Council without the prior agreement of the Council. Such agreement will not be unreasonably withheld but the Council reserve the right to approve the replacement nominated by the insurer.

### **Claims Handling**

Current claim handling arrangements are set out on page 26 of this document. These arrangements and requirements are required going forward, in addition to the Council's general requirements set out below.

- 1 Insurers are required to confirm whether or not they are to provide claims handling services and that the full cost of such services is contained within the premium quoted.

- 2 **If insurers are to charge separately for claims handling or if the proposal is for claims handling services to be provided by a third party or by Arthur J. Gallagher, then a full method statement for the claims handling process must be provided.** Arthur J. Gallagher are able to provide claims handling services on behalf of insurers but will require a work transfer fee from the insurer in order to do so. In the interests of transparency, this must be fully agreed with Arthur J. Gallagher in advance of your tender and the basis of remuneration from within net premium terms must be disclosed.

In the event the insurer is proposing any charge for claims handling services in addition to the premium for insurance cover, then quotations must be provided on the following basis:-

- 2.1 All quotations must be submitted in respect of handling each claim arising from incidents occurring during the insurance year, to extinction.
- 2.2 Prices can either be submitted as a fixed fee for all claims arising from the insurance year, or as a unit price per claim. In either case quotations must indicate whether they include or exclude elements such as disbursements, VAT etc.
- 2.3 If quotations are subject to annual adjustment then full details of the method of adjustment must be provided with the quotation, together with confirmation of the number of claims anticipated when calculating the quotation.

- 3 The Council will require the successful service provider to provide regular and comprehensive claims information:-

- 3.1 Authenticated loss experience in agreed market form, at least 90 days prior to each renewal date.
- 3.2 A full list of all claims/losses submitted to the Council will be provided to the insurer at quarterly intervals, by risk and policy year. Data will be provided in Excel spreadsheet. The list will show as a minimum the following information where relevant:-
  - Council and or insurer references
  - indicator of the Council's department responsible for the loss
  - indicator for geographical location of the loss
  - brief description of claim
  - amount paid on each claim
  - date of Payment
  - reserve/estimate on each outstanding claim
  - date of reserve/estimate

- 4 Insurers are required to respond to written enquiries from the Council and claimants within 3 working days. If a comprehensive reply cannot be despatched within this time due to the need for further enquiries, then a holding response must be despatched giving a timescale by which the claims handler expects to be able to respond fully.

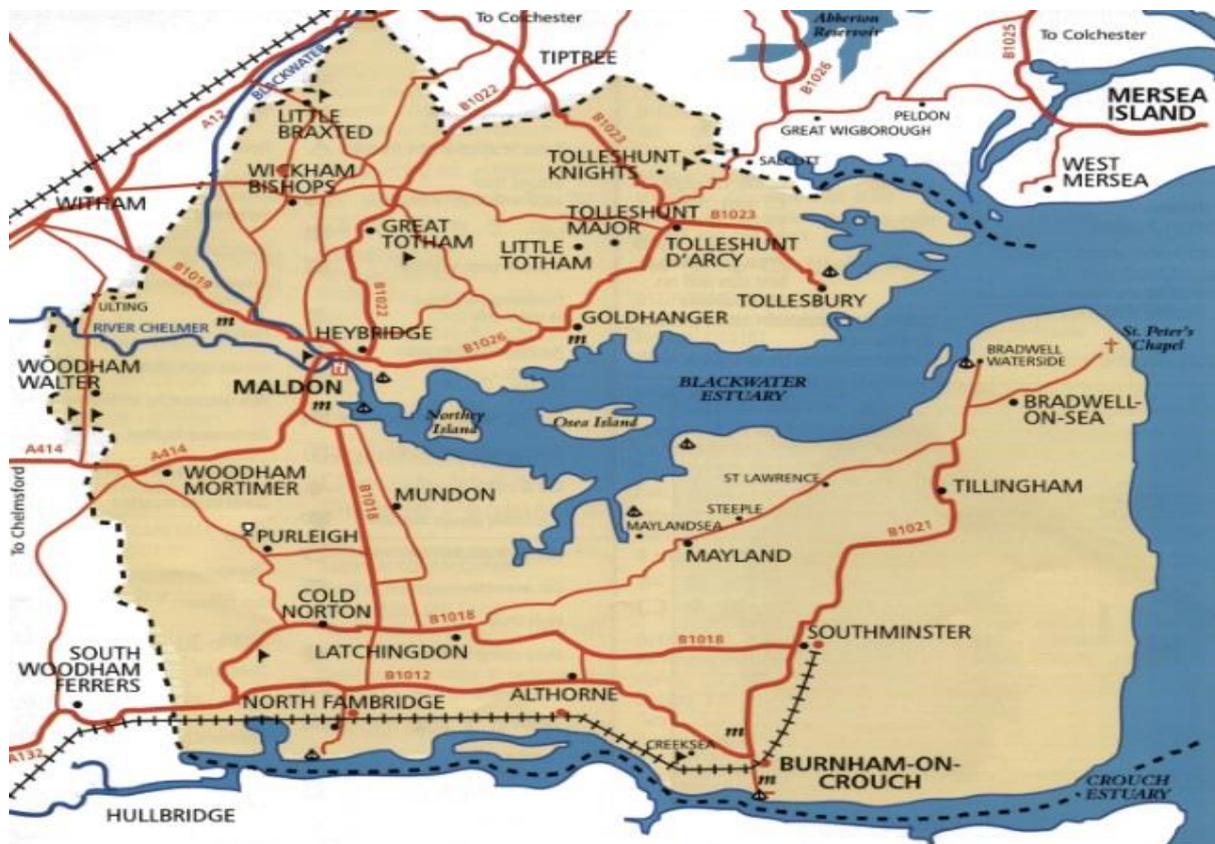
- 5 Insurers are required to respond to telephone enquiries within 24 hours. If a response cannot be given within this timescale then an anticipated timescale for responding should be given to the enquirer.
- 6 Correspondence repudiating claims must be sent as soon as possible together with an explanation for doing so. Copies of all such letters must be sent to the Council for information.
- 7 All requests for additional information in connection with claims must be directed to the Council and contact details will be provided upon the award of contracts.
- 8 Where possible and appropriate the insurers will be required to pursue recoveries from third parties.
- 9 The insurer must provide the following supporting documentation when submitting tenders:-
  - 9.1 Details of the names, qualifications and experience of the team of employees who will responsible for the delivery of services to the Council.
  - 9.2 Outline of the insurer's philosophy for claims handling, including specific description of the claims handling service(s) offered, including details of out of hour's access.
  - 9.3 Measures for ensuring quality of service, performance standards and for the monitoring and containment of the cost of claims/claims handling.
- 10 All insurers will:
  - 10.1 Provide regular information concerning changes in reserves.
  - 10.2 Undertake a regular, at least quarterly, update on all open claims and their reserves including those where there has been no action during the preceding quarter. All inactive claims will be closed off where appropriate to ensure that these do not distort the claims statistics.
  - 10.3 Enable the Council to have an input into the decision making process on liability. Agreement should be reached on liability and quantum before the claimant is contacted.
  - 10.4 Assist the Council to reduce future losses by discussing what measures need to be implemented to prevent a recurrence and provide written feedback on each claim paid concerning why the defence failed.
- 11 No insurer may allocate a new claims handler to the Council without the prior agreement of the Council. Such agreement will not be unreasonably withheld but the Council reserve the right to approve the replacement nominated by the insurer.
- 12 The Council wishes to increase its involvement in claims handling during the course of this contract. Tenderers, therefore, need to bear this in mind and provide details as to the extent that this would be permissible in the future.

## 5. General Information

<b>INSURED:</b>	Maldon District Council
<b>REGISTERED OFFICE:</b>	Council Offices, Princes Road, Maldon CM9 5DL
<b>WEBSITE:</b>	<a href="http://www.maldon.gov.uk">www.maldon.gov.uk</a>
<b>BUSINESS DESCRIPTION:</b>	Local Authority – District Council
<b>RENEWAL DATE:</b>	30 September, 2016
<b>LONG TERM AGREEMENT:</b>	As detailed under Section 4 – Service Standards
<b>TENDER DEADLINE:</b>	12.00 noon, 19 July, 2016

### Profile

Maldon is a local government district in Essex, England. It is based in the town of Maldon, and the next largest centre of population is Burnham-on-Crouch. The district covers the Dengie peninsula as well as an area to the north of the Blackwater Estuary.



The district was formed on 1 April 1974 under the Local Government Act 1972. It covered the municipal borough of Maldon and urban district of Burnham-on-Crouch along with Maldon Rural District.

The majority of people live in the small rural villages, many of which have their origins in connections with the coast or agricultural economy. Many people know the district from its association with sailing. Estimated population is 63,000 (2016).

A geographical map of the area of responsibility for the Council is included as detailed above for information.

### **Budget 2016/17**

£6,766,400 (Net expenditure before Government Grant)

### **Business Description**

The principal statutory functions of the Council include:

<b>Principal Service</b>	<b>Includes</b>
Housing	<ul style="list-style-type: none"> <li>▪ Housing benefit and welfare services</li> <li>▪ Homelessness</li> <li>▪ Housing strategy</li> </ul>
Leisure and Recreation	<ul style="list-style-type: none"> <li>▪ Culture and heritage</li> <li>▪ Recreation and sport, including leisure centres and sports facilities</li> <li>▪ Open spaces including playgrounds</li> <li>▪ Tourism – visitor information, marketing and tourism development</li> <li>▪ Car parks</li> <li>▪ Community Centres</li> <li>▪ Rivers</li> </ul>
Environmental health	<ul style="list-style-type: none"> <li>▪ Community safety – including consumer protection and trading standards</li> <li>▪ Environmental health – including food safety, pollution and pest control, public toilets</li> <li>▪ Licensing – including alcohol, public entertainment, taxis</li> <li>▪ Waste collection, recycling and street cleaning</li> <li>▪ Garden Waste service</li> <li>▪ Abandoned Vehicles</li> <li>▪ Animal Control (stray dogs)</li> <li>▪ Cemeteries</li> </ul>
Highways	<ul style="list-style-type: none"> <li>▪ Street Lighting (District)</li> </ul>
Planning Applications	<ul style="list-style-type: none"> <li>▪ Building and development control</li> <li>▪ Planning policy – including conservation and listed buildings</li> <li>▪ Economic investment and regeneration</li> </ul>
Local taxation collection	<ul style="list-style-type: none"> <li>▪ Local tax collection – council tax and business rates (business rates set centrally)</li> <li>▪ Registration of births, deaths and marriages</li> <li>▪ Election administration – local and national, including registration of electors</li> <li>▪ Emergency planning – civil emergencies</li> <li>▪ Local land charges and property searches</li> </ul>

The Council is **not** responsible for:

Principal Service	Includes
Housing	<ul style="list-style-type: none"> <li>▪ Social Housing</li> </ul>
Leisure Services	<ul style="list-style-type: none"> <li>▪ Museums and Galleries</li> <li>▪ Allotments</li> </ul>
Environmental Health	<ul style="list-style-type: none"> <li>▪ Community Safety – coastal protection</li> <li>▪ Agricultural and fisheries services</li> <li>▪ Cremations</li> </ul>
Children’s Services	<ul style="list-style-type: none"> <li>▪ Schools – nursery, primary, secondary and special</li> <li>▪ Academies or free schools</li> <li>▪ Pre-school education</li> <li>▪ Youth, adult and family and community education</li> <li>▪ Children’s and families’ services – including welfare, fostering and adoption and child protection</li> <li>▪ Youth centres</li> <li>▪ Youth justice – secure accommodation and youth offender teams</li> </ul>
Highways, roads and transport	<ul style="list-style-type: none"> <li>▪ Highways – non-trunk roads and bridges</li> <li>▪ Traffic management and road safety</li> <li>▪ Public transport – discounted travel schemes and local transport co-ordination</li> <li>▪ Some airports, harbours and toll facilities</li> </ul>
Local taxation collection	<ul style="list-style-type: none"> <li>▪ Registration of births, deaths and marriages</li> </ul>
Adult services	<ul style="list-style-type: none"> <li>▪ Services for older people including nursing, home, residential and day care and meals</li> <li>▪ Services for people with a physical disability, learning disability or mental health need</li> <li>▪ Asylum seekers</li> </ul>
Cultural services	<ul style="list-style-type: none"> <li>▪ Libraries and information services</li> </ul>
Protective services	<ul style="list-style-type: none"> <li>▪ Fire and rescue services</li> <li>▪ Court services such as coroners</li> </ul>

### Subsidiary or Trading Companies

The following are not separate companies. Staff are employed by the Council but the functions are considered to be trading operations.

Name of Subsidiary or Trading Company	Business Description	Type of Company
Tourist Information Centre	Retail sales and provision of information to tourists	Not applicable
Parks External Trading	Grass Cutting, playground equipment maintenance and grounds maintenance	Not applicable

**Note:** These organisations do not have separate insurances in place but are included under the Council’s arrangements.

## Services or functions contracted out by the Council in the last 10 years

Service	Service contracted out to	Date
Internal Audit	BDO	February, 2016
Licencing	Chelmsford Borough Council	April, 2014

## Services of functions brought back in-house in the last 10 years

Service	Date
None	Not applicable

## Activities outside the remit of normal business activities and statutory duties of a local authority e.g. for a commercial purpose and activities in relation to the Localism Act

None.

## Major changes to responsibilities or service delivery made in the last 12 months and or planned for the next 12 months

- Change of contractor for Leisure Centres – now operated by Places for People;
- Change of contractor for Waste Recycling – now operated by SUEZ;
- Outsourced Internal Audit function to BDO;
- River enforcement is now undertaken by River Bailiff on personal water craft;
- Adventure Golf to be provided at Promenade Park – concession to be run by an external provider;
- Plans in progress to provide a Caravan Park in Burnham;
- Letting office space in main Council Offices to Police (various tenants at present include Citizens Advice Bureau, Job Centre Plus, Moat Housing, Viking Community Transport, Talking Newspaper and Homestart).

## Income Generating Activities or Revenue Streams

Current income generation activities include:

- Land Charges
- Rivers – Moorings and Leases
- Industrial site Leases
- Promenade Park
  - i. Kiosk and Beach Hut Rentals
  - ii. Splash Park
  - iii. Adventure Golf ( Summer 2016 )
  - iv. Football Pitch Hire
- Tennis Court hire
  - i. Parking
  - ii. Fairs/circus (site rental)
- Temporary Events and Personal Licencing
- Cemeteries – Burials and Grave digging fees
- Pest control
- Garden Waste Collection
- Planning Fees

- Car Parks - daily charges, season tickets and penalty charge notices

## Council Management Structure

The Council comprises 31 Members. The Council has three Directorates under the Head of Paid Service (see **Appendix 4** for details).

Risk and insurance sit within the Resources Directorate.

## Waste Management

Waste management is outsourced to SEUZ. The contract, which is worth a total of £15 million over its eight-year duration, will see the recycling and recovery UK division of SUEZ take responsibility for the collection of rubbish, recycling, waste food and garden waste from households across the district from February, 2016.

The Council does not operate any recycling processing facilities.

## Risk Management

A copy of the Council's current Risk Management policy is attached (see **Appendix 5** for details). This is reviewed every two years.

The Council maintains a Corporate (Strategic) Risk Register, established and agreed with CLT and the managers of the Council. The process and management of the register is undertaken with CLT and Audit Committee on a quarterly basis.

Major projects undertaken in the last five years to manage/reduce risk under the covers to be tendered include:

- in 2015 the leisure contract was subject to tender for which a project risk register was established and continually monitored and managed;
- similarly, with the procurement and implementation of the new waste contract, a detailed project risk register has been established and is being monitored/managed;
- a major capital project undertaken at the Hythe quay has eliminated trip hazards from mooring chains, access to barges moored alongside quay is more closely monitored by barge owners and appropriate lighting has been installed along the quayside.

Whilst no major projects are planned for 2016/17 managers are currently identifying the service risks based on the 2016/17 service plans.

The Council does have a dedicated Risk Management function. There is a Performance and Risk Officer (0.6 FTE) who is responsible for risk management issues (including producing quarterly risk reports, collating risk information, reviewing the risk policy, arranging the annual review of the risk register, assisting with project risk registers, assisting managers to identify and manage their service risks, maintaining the risk management system).

The Corporate Leadership Team review the corporate risk register on a quarterly basis (i.e. reviewing progress on mitigating actions and any change to the overall risk scores, agreeing any new corporate risks to be added to the register).

The Audit Committee has a responsibility to ensure that risk is being managed effectively throughout the Council and receives quarterly risk reports.

**Insurance Team**

The Council does not have a dedicated insurance team. The Senior Accountant (Resources) acts as first point of call for all Insurance queries, claims and cover enquiries. All claims handling is done by insurers.

**Insurance History**

Please see the details provided under the individual Lots for details.

**Claims Handling**

All claims handling is undertaken by the current insurers.

## 6. Insurance Programme

# Lot 1 – Material Damage

## Cover

### Item Numbers 1 and 2 only

- Fire, lightning, explosion (full)
- Aircraft or other aerial devices or articles dropped therefrom
- Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- Malicious persons
- Subterranean Fire
- Storm or flood
- Escape of water from any tank, apparatus or pipe
- Subsidence, heave or landslip

### Item 3 only

- Fire, lightning, explosion (full)
- Aircraft or other aerial devices or articles dropped therefrom

## Sums Insured

Item No	Item Description	Sum Insured
1	General Properties – Buildings and Contents (see <b>Appendix 6</b> for details)	£32,498,049
2	Contents of River Bailiff's Hut	£12,000
3	Marquees owned by the Council	£35,000
<b>Total Sum Insured</b>		<b>£32,545,049</b>

## Policy Limit of Liability

In the event of damage or business interruption as insured under:

- Material Damage
- Business Interruption
- Specified "All Risks"

arising from any one event the maximum liability in respect of any one building or other specified property including contents, stock and goods held by the insured on trust or for which they are responsible will not exceed £50,000,000 in the aggregate of the insured parts.

## Definitions

**General Properties** means buildings, contents and stock in any building or temporarily removed therefrom (including stock in the open) belonging solely to the insured or held by them in trust for which they are responsible excluding Housing Properties.

## Excess

Item No	Excess
1	£250 each and every loss in respect of each separate building at the premises in respect of fire, lightning, explosion, aircraft, malicious persons, subterranean fire, storm, flood and escape of water

	£1,000 each and every loss in respect of each separate building at the premises in respect of subsidence, landslip and heave only.
2	£1,000 each and every loss in respect of each separate building at the premises in respect of fire, lightning, explosion, aircraft, malicious persons, subterranean fire, storm, flood, escape of water and subsidence, landslip and heave.
3	£250 each and every loss in respect of each separate building at the premises in respect of fire, lightning, explosion and aircraft

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Principal Extensions

Principal Extension	Limit	Currently In Force	Additionally Required
Adaption (Energy Performance and Sustainable Buildings) Clause	5% of Buildings sum insured or £250,000 whichever is the lesser	X	
Automatic Reinstatement of Sum Insured		X	
Capital Additions Clause	£10,000,000	X	
Damage to Reputation	£50,000 in excess of £1,000,000 any one period of insurance	X	
Drains and Gutters		X	
European Union and Public Authority Requirements (including Undamaged Property)		X	
Fire Extinguishing Expenses	£50,000 any one event	X	
Landscaped Gardens	£50,000 any one event	X	
Loss Minimisation and Prevention Expenditure	£100,000 in the aggregate	X	
Metered Water	£25,000 any one event	X	
Mortgagees and Lessors		X	
Non-Invalidation		X	
Replacement of Locks	£5,000 any one event	X	
Trace and Access	£50,000 any one event	X	
Transit (road/rail/inland-waterway)	£250,000 any one event		
Upgrading Sprinkler Installation	£50,000 any one event	X	

Principal Extension	Limit	Currently In Force	Additionally Required
Contracting Purchasers		X	
Debris Removal		X	
Designation		X	
Inadvertent Omission	£5,000,000 at any one premises	X	
Other Interests		X	
Professional Fees		X	
Rent		X	
Workmen		X	
Tenants Subrogation Waiver			X
Continuing Interest and Hire Charges	£10,000		X
Delays in Rebuilding			X
Electrical Apparatus			X
Fly Tipping (£500 excess)	£10,000 any one claim, £25,000 in aggregate		X
Further Investigation Expenses	£5,000		X
Gardening Equipment	£10,000		X
Insurance Premiums	£25,000		X
Managing Agents – Professional Fees			X
Obsolete Building Materials			X
Privity of Contract	£2,000,000		X
Preservation of Undamaged Property			X
Reinstatement on another site			X
Reinstatement to Match			X
Removal of Wasp and Bees Nests	£500 any one claim		X
Removal of Debris – Tenants Contents	£5,000 any one claim		X
Tree Felling and Lopping	£10,000		X
Unauthorised Use of Supplies (water/gas/electricity)	£50,000 any one claim		X
Value Added Tax			X

## Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at 15 April, 2016 (see **Appendix 7**) and is combined Material Damage and Business Interruption. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

The experience is **net of deductible or excess**.

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2015/16	None	£0	£0	£0
2014/15	None	£0	£0	£0
2013/14	None	£0	£0	£0
2012/13	1	£500	£0	£500
2011/12	2	£25,146	£0	£25,146
2010/11	1	£520	£0	£520
2009/10	4	£5,725	£0	£5,725
2008/09	7	£4,507	£0	£4,507
2007/08	5	£4,393	£0	£4,393
2006/07	17	£15,713	£0	£15,713
<b>Totals</b>	<b>37</b>	<b>£56,504</b>	<b>£0</b>	<b>£56,504</b>

**Note:** On the 6 June, 2016, a number of windows were smashed at the Council offices by a man wielding a sledge hammer. 16 windows in all were damaged, with an estimated cost to repair of approximately £5,000.

### Large Claims over £25,000

Date of Loss	Location	Cause	Claims Paid	Claims Outstanding
23 April, 2012 and 28 May, 2012	Riverside Park, Burnham	Fire	£24,549	£0

### Circumstances of Loss and Post Loss

Fire damage at two fabricated steel Youth Shelters at Riverside Park Burnham. The first occurred on 23 April, 2012, and the second on 28 May, 2012. The repairs were undertaken at the same time so the settlement was for both claims. The shelters were reinstated.

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop (if applicable)
2006 - 2016	Zurich Municipal Insurance	As above	Not applicable

## General Information

### General

The buildings at each situation to be insured are:

- built of mainly brick, stone, concrete or non-combustible materials – see **Appendix 9** for general construction details (property values over £250,000)
- heated only by hot water central heating systems, mains electricity or mains gas other than the Football Changing Rooms (010000235697), which were constructed in 2007 have a hot water system by means of LPG
- supplied with electricity by modern wiring and fittings
- properly maintained and kept in a good state of repair
- in an area free from any history of flooding
- protected against freezing by lagging or insulation of all water pipes and tanks

The buildings are not:

- unduly exposed to any risk of damage by storm
- subject to any preservation order or listing
- used for any hazardous processes or storing hazardous materials

Premises which are let are not all let under full repairing leases, which pass responsibility for maintenance and repair to the leaseholder/tenant. Leased/licenced premises include:

- Brickhouse Farm Community Centre
- West Maldon Community Centre
- Maldon Museum
- Promenade Park depot – part
- Blackwater Leisure Centre (Management Agreement rather than Lease/Licensed)
- Dengie Hundred Sports Centre (Management Agreement rather than Lease/Licensed)

The Council is responsible for “common parts” e.g. stairways, services, lifts and car parks. These common parts are shared with tenants at the Council’s main offices. The Council does not employ managing agents to administer any of its premises and does not provide any facilities, services, leisure amenities or security personnel to occupiers or third parties.

The Council does appoint contractors to carry out maintenance and repair work. Where contractors are used for planned maintenance work they are sourced through Constructionline, who carry out all pre-checks such as insurance details, financial, Health & Safety etc. Contractors for larger tendered projects are required to submit relevant paperwork with their returned tender for checking prior to award of contract.

The Council is not responsible for any external cleaning or maintenance installations such as cradles, cranes, slings or access platforms.

With respect to premises on land that has been subject to environmental reinstatement or repair due to pollution or contamination, Promenade Park Depot portable building, erected in 2011/12, is on such land. Supporting reports and certificates for remediation work and removal of contaminated soil to approved sites are available.

### Listed Property

None.

### **General Property**

A schedule of property has been included (see **Appendix 6** for details). In addition, a schedule has been provided (see **Appendix 9**) providing in respect of properties over £250,000 in terms of construction, age of building, fire and theft protections and whether sprinklered or not.

### **Maintenance and Repairs**

Repairs and Maintenance are carried out on a reactive basis at present. The Council will be commissioning condition surveys which will form the basis of an Asset Management Plan (AMP). A maintenance programme will be drawn from the AMP.

### **Unoccupied and Non-Standard Construction Properties**

One premises is unoccupied and is currently secured by means of boarding - Burnham Cemetery Chapel.

### **Asbestos**

The Council's Asbestos Management documents are viewable by all staff. All buildings had Type 2 surveys carried out and ACMs were identified at the time, or presumed to be present where not accessible. Re-inspections are carried out annually and the data-base updated accordingly. Refurbishment and Demolition surveys are carried out when projects are undertaken where ACMs are present and, where appropriate, are removed.

### **River Bailiff's Hut**

The River Bailiffs Hut is of timber construction and is not protected by either an intruder alarm or a smoke alarm.

### **Marquees**

Marquees are stored at the Council's Princes Road Depot.

# Lot 1 – Business Interruption

## Cover

- Fire, lightning, explosion (full)
- Aircraft or other aerial devices or articles dropped therefrom
- Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- Malicious persons
- Subterranean Fire
- Storm or flood
- Escape of water from any tank, apparatus or pipe
- Subsidence, heave or landslip

## Sums Insured

Item No	Item Description	Sum Insured	Maximum Indemnity Period
1	Additional Expenditure	£4,879,000	24 months

## Policy Limit of Liability

In the event of damage or business interruption as insured under:

- Material Damage
- Business Interruption
- Specified “All Risks”

arising from any one event the maximum liability in respect of any one building or other specified property including contents, stock and goods held by the insured on trust or for which they are responsible will not exceed £50,000,000 in the aggregate of the insured parts.

## Definitions

**Additional Expenditure** means:

- reasonable additional costs and expenses necessarily incurred in order to effectively continue administration and maintain services;
  - increased costs incurred for rent, rates, taxes, lighting, heating, cleaning and insurance due to the enforced occupation of temporary premises;
  - legal, clerical and other charges incurred in the replacement or restoration of deeds, plans, specifications, documents, books of account, card indexes and other office records
- less any sum saved during the indemnity period in the insured’s normal expenditure which may have been affected in consequence of the incident.

## Excess

Not applicable.

## Territorial Limits

As per “Material Damage” section of cover.

## Principal Extensions

Principal Extension	Limit
Automatic Reinstatement of Sum Insured	
Action of Competent Authorities (inc. but not limited to bomb threat hoax or actual)	£50,000 any one event Indemnity Period – 1 month
Loss of Attraction	£1,000,000 any one event
Property stored in Third Party Premises	£250,000 any one event
Transit	£100,000 any one event
Public Utilities and Denial of Access	£10,000,000 or the sum insured under this part whichever is the lesser
Alternative Trading	

## Confirmed Claims Experience

Please see the detail provided under “Material Damage” (page 23) for details. The experience is combined Material Damage/Business Interruption.

## Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop (if applicable)
2006 - 2016	Zurich Municipal Insurance	As above	Not applicable

## General Information

### Business Continuity Plan

The council has a total of 21 plans in place which are made up of a Corporate Plan an Incident Management plan and 19 team plans.

The business continuity management arrangements have not been used by the Council in response to a major incident.

### Business Impact Analysis/Risk Assessment

The council is in the process of undertaking business impact analysis and risk assessments for each of its services in order to allow CLT to make an informed decision around the level of service need and also the priority of each service in an incident.

### Systems in place to maintain and review the Council’s BCP arrangements

The council have a draft strategy in place which details the aims and responsibilities of business continuity. It is also about to write a policy statement outlining business continuity.

## Testing of BCP arrangements

The council aim to carry out a full live/table top test bi-annually; the last test was in 2014. A full testing schedule is due to be delivered by August 2016 in which all services will be included.

# Lot 1 – Money

## Cover

“All Risks” of accidental loss or damage to money, including theft and whilst in transit.

## Limits

Item No.	Item No. subset	Item No subset	Description	Limit any one loss
1			Loss of Non-Negotiable Money in the situations specified in items 2(a), 2(b), 2(c)(i), 2(c)(ii)	£250,000
2	(a)		Loss of other money in transit in the custody of employees, or in transit by registered post, or in Bank Night Safe	£30,000
	(b)		Loss of other money in transit in the custody or control of a security company or similar organisation	£30,000
	(c)	(i)	Loss of other money in the premises, in the custody of or under the actual supervision of employees	£30,000
		(ii)	Loss of other money in the premises, in locked safes or strong rooms	£30,000
		(iii)	Loss of other money in the premises, in locked receptacles (other than safes or strong rooms)	£500
	(d)		Loss of other money in the private residence of any employee	£250
3	(a)		Open cheques bearing the facsimile signature of an authorised officer of the insured being issued or put into circulation without the authority of the insured, any one cheque	£10,000
	(b)		Open cheques bearing the facsimile signature of an authorised officer of the insured being issued or put into circulation without the authority of the insured, all losses in any one period of insurance	£100,000
4			Money in car park ticket machines	£5,000

## Excess

£100 each and every claim

## Principal Extensions

- Damage to Property – clothing or personal effects etc. limit £500 any one employee. Any franking machine, safe, strongroom or security case, bag, money belt or waistcoat, cash carrying case or similar cash carrying device designed for the safe carriage money up to the reinstatement cost.

- Replacement of Locks – limit £5,000 any one incident
- Personal Accident Assault Benefits – Death and Capital Benefits £10,000 and Temporary Total Disablement £100 per week (maximum 104 weeks)

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as follow as at 15 April, 2016 (see **Appendix 7**). That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

The experience is **net of deductible or excess**.

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	None	£0	£0	£0
2006/11	None	£0	£0	£0

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop (if applicable)
2006 - 2016	Zurich Municipal Insurance	As above	Not applicable

### General Information

#### Collection and banking of cash

**Loomis** collect cash from the Council (Promenade Depot) twice a week and take it to the Bank coin processing facility at Camberley. Cheques are also collected and delivered to the Maidstone office.

#### Cash Carrying Estimate 2016/17

£920,000

## Lot 1 – Specified “All Risks”

### Cover

“All Risks” of accidental loss or damage, including theft and whilst in transit.

### Sums Insured

Item No	Description	Sum Insured
1	Pay and Display Equipment	£89,400
2	Maldon Millennium Tapestry at the Maeldune Centre	£50,000
3	Bronze Statue in Promenade Park	£25,000
4	Sea Wall Lighting (45 lights)	£7,200
5	Covert Surveillance Cameras and Equipment	£8,525
6	Chairman’s Chain	£5,000
7	LED Display	£10,000
8	Olympic Torch	£4,000
<b>Total sum insured</b>		<b>£199,125</b>

### Policy Limit of Liability

In the event of damage or business interruption as insured under:

- Material Damage
- Business Interruption
- Specified “All Risks”

arising from any one event the maximum liability in respect of any one building or other specified property including contents, stock and goods held by the insured on trust or for which they are responsible will not exceed £50,000,000 in the aggregate of the insured parts.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Excess

All Items other than 3 - £500 each and every claim  
Item 3 - £2,500 each and every claim

### Principal Extensions

- Acquisitions – limit £75,000 any one situation

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at 15 April, 2016 (see **Appendix 7**). That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer’s claims system (see **Appendix 8** for details).

The experience is **net of deductible or excess**.

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	4	£2,531	£0	£2,531
2006/11	2	£5,290	£0	£5,290
<b>Totals</b>	<b>6</b>	<b>£7,821</b>	<b>£0</b>	<b>£7,821</b>

**Insurance and Self-Retention History, including Aggregate Retentions**

Policy Year	Insurer	Deductible/Excess	Aggregate Stop (if applicable)
2006 - 2016	Zurich Municipal Insurance	As above	Not applicable

## Lot 1 – Theft

### Cover

Theft involving:

- a) forcible and violent entry to or exit from any building at the premises or any attempt at such theft;
- b) personal violence or threat of personal violence to any employee.

Insurers will also indemnify the cost of:

- a) repair of damage to buildings caused by theft where the insured is legally responsible for the cost of repairing such damage;
- b) external glazing and the cost of boarding up provided this is accompanied by theft of the property insured.

### Sum Insured

Contents of General Properties belonging to the insured or for which they are responsible - £4,144,304

### Excess

£250 each and every claim

### Principal Extensions

- Reinstatement

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at 15 April, 2016 (see **Appendix 7**). That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

The experience is **net of deductible or excess**.

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	None	£0	£0	£0
2006/11	None	£0	£0	£0

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop (if applicable)
2006 - 2016	Zurich Municipal Insurance	As above	Not applicable

## Lot 2 – Terrorism

### Cover

Insurance of property against physical loss or physical damage occurring during the period of the insurance caused by an Act of Terrorism and/or Sabotage.

**Act of Terrorism** means an act or series of acts, including the use of force or violence, of any person or group(s), whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**Act of Sabotage** means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

### Sums Insured

Item No	Description	Sum Insured
1	Material Damage	£32,545,049
2	Business Interruption	£4,879,000 24 month indemnity period
3	Specified All Risks	£199,125
4	Theft	£4,144,304
5	Computer	Material Damage - £595,835 Business Interruption - £250,000 (Indemnity Period – 12 months)

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Excess

See above for details.

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at the 15 April, 2016 (see **Appendix 7** for details):

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2006/16	None	£0	£0	£0

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop (if applicable)
2006 - 2016	Zurich Municipal Insurance	As above	Not applicable

## Lot 3A - Employer's Liability

### Cover

Indemnity against legal liability to pay compensation for bodily injury, illness or disease (including death) sustained by an employee arising out of and in the course of employment by the insured in connection with the business and caused during the period of insurance.

Including:

- Claimant's Costs and Expenses;
- Defence Costs and Expenses – including:
  - a) costs incurred with the insurer's written consent in defending any claim for damages;
  - b) costs incurred with the insurer's written consent for:
    - i. representation at any coroner's inquest or fatal injury inquiry;
    - ii. defending in any court of summary jurisdiction any proceedings in respect of any act or omission;

relating to any event which may be the subject of indemnity.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and offshore installations in territorial waters around Great Britain and its continental shelf.

Elsewhere in the world where any employee normally resident in the territories above is temporarily working in connection with the business.

### Definitions

#### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the insured;
- b) a labour master or labour only subcontractor or persons supplied by any of them;
- c) self-employed;
- d) under a work experience or similar scheme;
- e) hired or borrowed by the insured from another employer;
- f) volunteering to assist or co-opted to assist the insured

and working for the insured in connection with the business while under the insured's direct control or supervision.

### Limit of Indemnity

£25,000,000 any one occurrence and unlimited in the period

### Excess

£5,000 any one claim or series of claims arising from any one cause

## Annual Aggregate

Not applicable

## Principal Extensions

- Corporate Manslaughter and Corporate Homicide Act 2007 defence Costs – Limit £25,000,000 in the aggregate
- Court Attendance Costs
- Damage to Reputation – limit £50,000 in excess of £1,000,000 in the aggregate
- Health and Safety at Work Defence Costs
- Indemnity to Other Persons
- Unsatisfied Court Judgements
- Terrorism – Limit £5,000,000 any one occurrence
- Non-Adjustable Premium

## Wageroll Details

### Estimated Wages/Salaries 2016/17

Category of Employee	Number of Employees	Wages/Salaries
Managerial/Clerical	186.23	£6,958,797
All Other Employees (please describe if known)	26.11	£791,864

### Historic Wageroll

Policy Year	Number of Employees (average any one time)	Wages/Salaries
2015/16	206.91	£7,134,280
2014/15	198.77	£6,788,790
2013/14	190	£6,309,287
2012/13	191.28	£6,269,000
2011/12	186	£6,014,000
2010/11	206	£6,442,000
2009/10	209	£6,429,000
2008/09	214.48	£6,423,000
2007/08	209.65	£6,079,000
2006/07	205.82	£5,717,000

## Health and Safety Policy

Available on request.

## Locations with 100 plus employees

Maldon District Council Offices, Princes road, Maldon, CM9 5DL

## Claims Handling Arrangements

These are handled by the insurer, irrespective of value.

## Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at 15 April, 2016 (see **Appendix 7**). The experience is **gross of deductible or excess**. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2015/16	None	£0	£0	£0
2014/15	None	£0	£0	£0
2013/14	1	£0	£22,513	£22,513
2012/13	None	£0	£0	£0
2011/12	None	£0	£0	£0
2010/11	1	£0	£0	£0
2009/10	None	£0	£0	£0
2008/09	None	£0	£0	£0
2007/08	1	£0	£0	£0
2006/07	2	£1,700	£0	£1,700
<b>Totals</b>	<b>5</b>	<b>£1,700</b>	<b>£22,513</b>	<b>£24,213</b>

## Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop
2006 - 2016	Zurich Municipal Insurance	As detailed above	Not applicable

## General Information

### General

The Council has a Health & Safety Policy, which is updated on a regular basis. Corporate codes of practice have been developed and these are supported by service level policies and procedures. Systems are audited on a regular basis.

Risk assessments have been carried out across the Council, with regular audits to ensure these are kept up to date. Examples are available on request, if required.

Various policies are in place in respect of:

- Manual Handling
- COSHH
- Legionella
- Stress

- Asbestos
- Electrical risks
- First Aid
- Working at Height

**HSE Prosecutions**

No prosecutions in the last 5 years.

**Offshore Activities**

None.

**Work undertaken outside the UK**

None.

**Asbestos**

The Council has not/does not have an employee asbestos removal team working in-house either for licensed and/or unlicensed work.

**Vehicle servicing and repair**

No vehicle servicing or repair work is undertaken by Council employees to Council vehicles.

**Volunteers – activities in which volunteers are involved**

The average or estimated FTE for volunteers acting on behalf of the Council is 2, with the activities being guided walks.

**Work on behalf of any other organisations**

Parks - Grass Cutting/Playground Equipment maintenance/Grounds maintenance mainly for Parish Councils.

**Seconded Staff**

None.

**Employer Reference Number**

245/WM1

**Subsidiary Companies to be included in this insurance**

No.

## Lot 3B - Public/Products Liability

### Cover

Indemnity in respect of all sums which the insured shall become legally liable to pay as damages in respect of:

- a) accidental injury to any person other than an employee;
- b) accidental damage to property;
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy, accidental interference with any right of air, light water or way, wrongful interference with goods;
- d) wrongful arrest or false imprisonment;

occurring during the period of insurance within the territorial limits in the business.

The insurer will also pay costs and expenses. Costs and expenses will be payable in addition to the limit of indemnity other than in respect of any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction;
- b) under or in consequence of any judgement or order in or under the laws of the United States of America or Canada or territories under their jurisdiction;

where the limit of indemnity will be inclusive of costs and expenses.

### Territorial Limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b) Anywhere in the world in respect of work carried out during temporary visits by any member or employee normally resident in and travelling from (a) above;
- c) Anywhere in the world in respect of products supplied in or from (a) above other than the United States of America, Canada and any territory under their jurisdiction.

### Definitions

#### **Injury**

Bodily injury, illness or disease (including death).

#### **Damage**

Physical loss or damage.

#### **Property**

Physical property.

#### **Costs and Expenses**

- a) Claimants' costs and expenses which the insured becomes legally liable to pay;
- b) Costs incurred with the insurer's written consent in defending any claim for damages;

- c) Costs incurred with the insurer's written consent for:
- i. representation at any coroner's inquest or fatal injury inquiry;
  - ii. defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity.

### **Member**

Any member or co-opted member of the insured or the insured's committees or subcommittees.

### **Products**

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the insured or on the insured's behalf in the business.

### **Limit of Indemnity**

£20,000,000 any one occurrence but in the aggregate in respect of Products Liability.

### **Excess**

Not applicable

### **Annual Aggregate**

Not applicable

### **Principal Extensions**

- Corporate Manslaughter and Corporate Homicide Act 2007 Defence Costs – Limit of indemnity £25,000,000 in the aggregate
- Costs of Criminal Proceedings:
  - i. Health and Safety at Work etc. Act 1974
  - ii. Part II of the Consumer Protection Act 1987
  - iii. Part II of the Food Safety Act 1990
- Court Attendance Costs
- Damage to Reputation – limit £50,000 in excess of £1,000,000 and in the aggregate
- Defective Premises Act 1972
- Environmental Clean Up Costs – limit £1,000,000 in the aggregate
- Indemnity to Other Persons
- Joint Liabilities
- Legionella – limit £20,000,000 in the aggregate
- Personal Liability
- Health Care
- Non-Adjustable Premium

## Wageroll Details

### Estimated Wages/Salaries 2016/17

Category of Employee	Number of Employees	Wages/Salaries
Managerial/Clerical	186.23	£6,958,797
All Other Employees (please describe if known)	26.11	£791,864

### Historic Wageroll

Policy Year	Number of Employees (average any one time)	Wages/Salaries
2015/16	206.91	£7,134,280
2014/15	198.77	£6,788,790
2013/14	190	£6,309,287
2012/13	191.28	£6,269,000
2011/12	186	£6,014,000
2010/11	206	£6,442,000
2009/10	209	£6,429,000
2008/09	214.48	£6,423,000
2007/08	209.65	£6,079,000
2006/07	205.82	£5,717,000

## Budget Details

### *Estimated Budget for 2016/17*

£6,766,400 (net expenditure before Government Grant)

### *Historic Budget Details*

Financial Year	Budget
2015/16	£6,779,171
2014/15	£6,984,418
2013/14	£7,257,567
2012/13	£7,311,334
2011/12	£7,616,972

2010/11	£8,661,900
2009/10	£8,527,497
2008/09	£8,239,370
2007/08	£7,887,452
2006/07	£7,542,829

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at the 15 April, 2016 (see **Appendix 7**). The experience is **gross of deductible or excess**. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2015/16	1	£0	£696	£696
2014/15	7	£422	£8,757	£9,179
2013/14	14	£305	£64,181	£64,486
2012/13	4	£0	£0	£0
2011/12	6	£12,937	£0	£12,937
2010/11	6	£12,337	£0	£12,337
2009/10	14	£26,000	£0	£26,000
2008/09	3	£7,978	£0	£7,978
2007/08	9	£20,002	£0	£20,002
2006/07	9	£3,290	£0	£3,290
<b>Totals</b>	<b>73</b>	<b>£83,271</b>	<b>£73,634</b>	<b>£156,905</b>

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop
2006 - 2016	Zurich Municipal Insurance	As detailed above	Not applicable

### General Information

Leisure Facilities
How many leisure facilities does the Council actually manage itself?
None.
How many leisure facilities does the Council own but contract the management function out?
Two.
Does the Council have an on-going risk assessment programme for its leisure facilities? Please provide details
Not applicable.
Does the Council have a programme for inspecting leisure centre paths, fencing, walls etc?
Not applicable.

### **Parks, playgrounds, cemeteries and open spaces**

Does the Council have an on-going risk assessment programme for parks, playgrounds, cemeteries and open spaces? Please provide details.

### **Legionella**

Please confirm that the Council complies with the Health and Safety Commissions Approved Code of Practice Legionnaires Disease: The Control of Legionella Bacteria in Water Systems.

The Council complies with the same.

Have any incidences of Legionella been experienced at any of the Council's premises within the last 12 years. If so, then please provide full details.

None.

How many of the premises the Council owns/operates have cooling towers and evaporative condensers? Please list these locations.

None.

Please advise the frequency with which all water and humidification systems are checked by a competent person and written risk assessments for Legionella are recorded.

In line with current ACOP recommendations.

### **Shared/Outsourced Services**

Main areas that have been outsourced include:

- Procurement
- Licencing
- Domestic Waste collection
- Street Cleansing
- Public convenience Cleansing
- Internal Audit

### **Occupational Health Services**

None.

### **Asbestos**

The Council's Asbestos Management documents are viewable by all staff. All buildings had Type 2 surveys carried out and ACMs were identified at the time, or presumed to be present where not accessible. Re-inspections are carried out annually and the data-base updated accordingly. Refurbishment and Demolition surveys are carried out when projects are undertaken where ACMs are present and, where appropriate, are removed.

### **Members work on outside bodies**

A register of Members working on outside bodies is maintained and is available on request.

### **Numbers of Members and Volunteers**

Members	31	Volunteers	100
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### **Motor Trade activities (repairing, servicing, testing or maintenance of third party vehicles)**

None.

**HSE Prosecutions**

None in the last 5 years.

## Lot 3B - Officials Indemnity

### Cover

#### **Negligent and Accidental Acts or Omissions**

Indemnity in respect of sums which the insured may become legally liable to pay as damages for financial loss directly caused by a negligent and accidental act or omission committed or alleged to have been committed within the territorial limits by an employee or member in the normal execution of their duties for the business for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

In addition the insurer will pay costs and expenses.

#### **Elections**

In connection with the conducting of elections the insurer will indemnify the insured and at the insured's request any Returning Officer, Acting Returning Officer or Counting Officer against:

- a) reasonable legal expenses necessarily incurred in connection with the defence of any proceedings brought against the insured or any Returning Officer, Acting Returning Officer or Counting Officer;
- b) the cost of holding another election in the event of the original election being declared invalid.

#### **Territorial Limits**

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b) Elsewhere in the world in connection with temporary visits by any member or employee and normally resident in and travelling from (a) above.

#### **Definitions**

#### **Costs and Expenses**

- a) Claimants' costs and expenses which the insured become legally liable to pay.
- b) Costs incurred with the insurer's written consent in defending any claim for damages.

#### **Financial Loss**

Loss or damage other than arising from bodily injury, illness or disease or damage to property.

#### **Employee**

See page 31 for details.

#### **Member**

See page 41 for details.

**Limit of Indemnity**

£2,000,000 in the aggregate

**Excess**

Not applicable

**Annual Aggregate**

Not applicable

**Principal Extensions**

- Data Protection Act 1998
- Food Safety Act 1990 – limit £250,000
- Certificates of Title
- Bailiffs
- Court Attendance Costs
- Indemnity to Other Persons
- Outside Entity Contingency Cover
- Ultra Vires
- Elections
- Retroactive Date – 1 October, 1996

**Wageroll Details****Estimated Wages/Salaries 2016/17**

Category of Employee	Number of Employees	Wages/Salaries
Managerial/Clerical	186.23	£6,958,797
All Other Employees (please describe if known)	26.11	£791,864

**Historic Wageroll**

Policy Year	Number of Employees (average any one time)	Wages/Salaries
2015/16	206.91	£7,134,280
2014/15	198.77	£6,788,790
2013/14	190	£6,309,287
2012/13	191.28	£6,269,000
2011/12	186	£6,014,000

2010/11	206	£6,442,000
2009/10	209	£6,429,000
2008/09	214.48	£6,423,000
2007/08	209.65	£6,079,000
2006/07	205.82	£5,717,000

### Budget Details

#### *Estimated Budget for 2016/17*

£6,766,400 (net expenditure before Government Grant)

#### *Historic Budget Details*

Financial Year	Budget
2015/16	£6,779,171
2014/15	£6,984,418
2013/14	£7,257,567
2012/13	£7,311,334
2011/12	£7,616,972
2010/11	£8,661,900
2009/10	£8,527,497
2008/09	£8,239,370
2007/08	£7,887,452
2006/07	£7,542,829

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at 15 April, 2016 (see **Appendix 7**). The experience is **gross of deductible or excess**. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	1	£0	£0	£0
2006/11	None	£0	£0	£0

## Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop
2006 - 2016	Zurich Municipal Insurance	As detailed above	Not applicable

## General Information

### Estimated value of contracts to be let under European and UK Procurement Regulations in 2016/17

£375,000

### Procurement - General

The Council's Procurement Team comprises:

- 1 x Facilities and Contracts Manager (approximately 30% procurement element)
- 1 x Facilities and Contracts Admin Officer (approximately 30% procurement element)
- 1 x Senior Procurement Consultant (2 days a week)

The SPC is fully CIPS qualified, and the F & C M is qualified to CIPS diploma level.

### Does the Council undertake Procurement on behalf of, or in joint venture or consortium or in collaborative purchasing agreements with, other bodies (e.g. other Councils, Police, Fire or NHS)?

Not currently.

### Does the Council use external advisers in relation to the Procurement process?

Essex Procurement Hub – Paula Jarvis MCIPS.

### Has the Council received any challenges to procurement in the last 5 years?

Yes. Challenge from MGB plastics regarding the award of a Contract through Braintree District Council Framework for Wheeled bins, started 15<sup>th</sup> January 2016, final letter sent to them on 1<sup>st</sup> February 2016. No action required. Their issue was with their compatibility with Terberg lifts, not meeting EN850 standard and not allowing for a standstill period.

### Does the Council use best procurement practices, meeting the requirements of the procurement and equalities legislation?

Yes.

## Lot 3B – Libel & Slander

### Cover

Indemnity in respect of all sums which the insured may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the business by:
  - i. any member provided such publications were specifically authorised by the insured
  - ii. any employee
- b) slanders in oral utterances made by any member or employee arising out of and in the course of:
  - i. the discharge of official duties on behalf of the insured
  - ii. in the case of a member the insured's official business at meetings or of the insured or its committees or subcommittees or any occasion when the member is specifically authorised to represent the insured

for which a claim is first made against the insured and notified to the insurer during the period of insurance or within 12 months of this part ceasing to operate.

### Definitions

#### Costs and Expenses

- a) Claimants' costs and expenses which the insured become legally liable to pay.
- b) Costs incurred with the insurer's written consent in defending any claim for damages.

#### Member

Any member or co-opted member of the insured or the insured's committees or subcommittees.

#### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the insured;
- b) under a work experience or similar scheme;
- c) hired or borrowed by the insured from another employer

and working for and while under the direct control or supervision of the insured or the insured's relevant employee in connection with the business.

#### Limit of indemnity

£2,000,000 in the aggregate

#### Excess

Not applicable

## Aggregate Stop

Not applicable

## Principal Extensions

- Indemnity to Other Persons

## Wageroll Details

### Estimated Wages/Salaries 2016/17

Category of Employee	Number of Employees	Wages/Salaries
Managerial/Clerical	186.23	£6,958,797
All Other Employees (please describe if known)	26.11	£791,864

### Historic Wageroll

Policy Year	Number of Employees (average any one time)	Wages/Salaries
2015/16	206.91	£7,134,280
2014/15	198.77	£6,788,790
2013/14	190	£6,309,287
2012/13	191.28	£6,269,000
2011/12	186	£6,014,000
2010/11	206	£6,442,000
2009/10	209	£6,429,000
2008/09	214.48	£6,423,000
2007/08	209.65	£6,079,000
2006/07	205.82	£5,717,000

## Budget Details

### *Estimated Budget for 2016/17*

£6,766,400 (net expenditure before Government Grant)

### Historic Budget Details

Financial Year	Budget
2015/16	£6,779,171
2014/15	£6,984,418
2013/14	£7,257,567
2012/13	£7,311,334
2011/12	£7,616,972
2010/11	£8,661,900
2009/10	£8,527,497
2008/09	£8,239,370
2007/08	£7,887,452
2006/07	£7,542,829

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at 15 April, 2016 (see **Appendix 7**). The experience is **gross of deductible or excess**. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	None	£0	£0	£0
2006/11	1	£0	£0	£0

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop
2006 - 2016	Zurich Municipal Insurance	As detailed above	Not applicable

# Lot 3B – Land Charges

## Cover

Indemnity in respect financial loss arising from or in consequence of any act, error, or omission of the insured or any employee in respect of:

- a) information provided or made available on questions of fact concerning land or buildings in respect of which the insured are required to maintain and do maintain a register or other records;
- b) replies given to questions (other than questions of fact referred to above) added to the approved printed form of enquiry and issued at the same time as the search certificate provided always that such replies are given subject to a disclaimer of liability in a form approved by the insurer

for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

In addition, the insurer will pay costs and expenses.

## Definitions

### Financial Loss

Loss or damage other than arising from bodily injury, illness or disease or damage to property.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the insured;
- b) under a work experience or similar scheme;
- c) hired or borrowed by the insured from another employer

and working for and while under the direct control or supervision of the insured or the insured's relevant employee in connection with the business.

### Costs and Expenses

Claimants' costs and expenses which the insured become legally liable to pay.

Costs incurred with the insurer's written consent in defending any claim for damages.

## Limit of indemnity

£2,000,000 in the aggregate

## Excess

Not applicable.

## Principal Extensions

- Retroactive Date – 1 October, 1996
- Court Attendance Costs – daily rate £500

- Indemnity to Other Persons

**Estimates 2016/17:**

The estimated annual income for 2016/17 is £154,500  
 Number of personal searches anticipated in 2016/17 – None  
 Number of full searches anticipated in 2016/17 – 1,100  
 Average cost of personal charges in 2016/17 – No charge  
 Average cost of full searches in 2016/17 - £140

**Confirmed Claims Experience**

Insurers confirmed claims experience is detailed below as at the 15 April, 2016 (see **Appendix 7** for details). The experience is **gross of deductible or excess**. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer’s claims system (see **Appendix 8** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	None	£0	£0	£0
2006/11	None	£0	£0	£0

**Insurance and Self-Retention History, including Aggregate Retentions**

Policy Year	Insurer	Deductible/Excess
2006 - 2016	Zurich Municipal Ins	As detailed above

## Lot 3B – Public Health Act

### Cover

Indemnity in respect of:

- a) all sums which the insured becomes legally liable to pay under the terms of any legislation pertaining to public health to any person who complies with a notice to cease such sums constituting:
  - i. the net loss of income sustained by any such person comprising:
    1. the amount of any wage or salary;
    2. any other earned income;
  - ii. damage to property of any such person;
- b) compensation paid by the insured under the terms of Section 31(4) of the Public Health (Control of Disease) Act 1984;

provided always that such notice is served and the damage is ordered during the period of insurance.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Limit of Indemnity

£250,000 in the aggregate.

### Excess

Not applicable

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at the 15 April, 2016 (see **Appendix 7** for details). The experience is **net of deductible or excess**. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	None	£0	£0	£0
2006/11	None	£0	£0	£0

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess
2006 - 2016	Zurich Municipal Insurance	As detailed above

## Lot 4 – Fidelity Guarantee

### Cover

Indemnity in respect of loss of assets occurring as a direct result of any act of fraud or dishonesty committed by any person guaranteed acting alone or in collusion with others during the period of insurance provided always that such loss is discovered not more than 24 months following:

- a) the termination of insurance relative to the person guaranteed concerned in such loss;
- b) the termination of employment with the insured of the person guaranteed or the last of the respective persons guaranteed if more than one was concerned with the fraud or dishonesty;
- c) the termination of this part;

whichever happens first.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Definitions

#### Assets

Money, securities, goods or other property belonging to the insured or in the insured's trust or custody for which the insured is legally responsible.

#### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the insured;
- b) under a work experience or similar scheme;
- c) hired or borrowed by the insured from another employer

and working for and while under the direct control or supervision of the insured or the insured's relevant employee in connection with the business.

### Sums Guaranteed

Persons Guaranteed	Sums Guaranteed
Five designated officers comprising: <ul style="list-style-type: none"><li>▪ Director of Resources</li><li>▪ Finance Manager</li><li>▪ 3 x Senior Accountants</li></ul>	£2,000,000
All Other Employees	£1,000,000

### Excess

£10,000 each and every claim

## Principal Extensions

- Automatic Reinstatement of Sum Guaranteed
- Bailiffs
- Auditors Fees – limit 10% of amount claimed

## Estimated Wages/Salaries for 2016/17

Description	Number	Wages/Salaries
Designated Officers	5	£293,000
All Other Employees	207	£6,665,797

## Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as the 15 April, 2016 (see **Appendix 7** for details). The experience is **gross of deductible or excess**. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	None	£0	£0	£0
2006/11	None	£0	£0	£0

## Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess
2006 - 2016	Zurich Municipal Insurance	As detailed above

## General Information

### Proposal Form

Please see **Appendix 10** for details.

## Lot 5A – Personal Accident

### Cover

If an insured person sustains accidental bodily injury during the operative time which within two years solely and independently of any other cause results in death, disablement or the incurring of medical expenses, insurers will pay the insured or, in the case of medical expenses, the insured or an insured person the amount appropriate to the benefit shown in the schedule.

### Persons Insured

Category	Persons Insured	Number of Persons	Wageroll
A	All Employees of the policyholder normally resident in the United Kingdom	238	£7,750,661
B	All Members of the policyholder normally resident in the United Kingdom	31	Not applicable

### Operative Time

Category	Operative Time
A	Occupational only including commuting – whilst an insured person is engaged in their occupation, whilst commuting or whilst travelling outside the United Kingdom or Country of Domicile in connection with the business or an incidental holiday.
B	Whilst on the business of the policyholder.

### Benefits

Item	Benefit
1	Death
2	Permanent Total Disablement from Usual Occupation or Any Occupation
3	Permanent Disabling Injuries
4	Temporary Total Disablement
5	Temporary Partial Disablement

Item	Category A	Category B
1	5 x Annual Salary	£50,000
2	5 x Annual Salary	£50,000
3 – Full Scale of Injuries	5 x Annual Salary	£50,000
4	50% of Gross Weekly Wage Benefit Period – 104 weeks Deferment Period – 1 week Maximum weekly benefit for each insured person - £327	£100 Benefit Period – 104 weeks Deferment Period – 1 week Maximum weekly benefit for each insured person - £327
5	Not insured	£50 Benefit Period – 104 weeks Deferment Period – 1 week Maximum weekly benefit for each insured person - £327

## **Full Scale of Injuries**

<b>Item</b>	<b>Description</b>	<b>Benefit Limit</b>
A	Loss of one or more limbs	100%
B	Loss of sight in one or both eyes	100%
C	Loss of speech	100%
D	Loss of hearing in both ears	100%
E	Loss of intellectual capacity	100%
F	Loss of hearing in one ear	25%
G	Post-Traumatic Stress Disorder but subject to a maximum payment of £15,000	20%
H	Total loss of use of:	
	i. the back or spine below the neck with no damage to the spinal cord	40%
	ii. the neck or cervical spine with no damage to the spinal cord	30%
	iii. a shoulder, elbow or wrist	25%
	iv. a hip, knee or ankle	20%
I	Loss of or total loss of use of:	
	i. a thumb	30%
	ii. a forefinger	20%
	iii. any other finger	10%
	iv. a big toe	15%
	v. any other toe	5%
J	Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by the insurer of the degree of disablement relative to this scale. No account shall be taken of the insured person's occupation.	

Provisions applicable to the Scale are as follows:

1. the total amount payable shall not exceed 100% of the amount shown in the schedule of benefits in respect of any one accident.
2. if benefit is payable for loss of or loss of use of a limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.
3. Cover for an insured person who has attained the age of 75 years shall be limited to loss of one or more limbs or loss of sight in one or both eyes and the maximum benefit amount payable shall not exceed the amount stated in the schedule of benefits.

## Maximum Limits per Insured Person

Description	Limit
All benefits payable	£2,500,000
For Death, Permanent Total Disablement or Permanent Disabling Injuries	£170,000
For Death, Permanent Total Disablement or Permanent Disabling Injuries for Insured Persons aged 75 or over	£100,000
Death benefit for a Child	£20,000

## Aggregate Limits

Description	Limit
Any one event	£7,500,000
Any one Multi-Engined Aeroplane	£5,000,000
All other forms of Aerial Transport	£1,000,000

## Salaries

<b>Highest Individual Salary</b>	£105,100
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## Locations with over 100 Employees

Maldon District Council Offices, Princes road, Maldon, CM9 5DL

## Conditions / Extensions

Condition/Extension	Limit
Catastrophic Fatal Accident (5 or more insured persons)	£25,000 for Personnel Replacement Expenses
Chauffeur or Taxi	Additional 5% of the benefit in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement
Dependent Adult	In the event of death of an insured person an additional benefit of £10,000 for each dependent adult
Dependent Child/Children	In the event of death of an insured person an additional benefit of £5,000 or 5% of the insured person's death benefit, whichever is the greater, for each child; or  In the event of death of an insured person and their partner in the same accident, an additional 100% of the insured person's death benefit for children

Estate Administration	In the event of death of an insured person up to £1,000 for reasonable expenses incurred whilst the administration of the insured person's estate is being arranged
Funeral Expenses	Limit £10,000
Home Adaption/Relocation (permanent total disablement as a result of Paraplegia or Quadriplegia)	Limit £25,000
Home Help (domestic cooking, cleaning, laundry, shopping etc.)	additional 5% of the benefit in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement, to a maximum of £10,000
Independent Financial Advice	Limit £2,500(Death or Permanent Total Disablement) or 100% (Permanent Disablement Injury) in respect of fees charged
Injury Medical Expenses	An additional 25% of the benefit in the event of a valid claim for all benefits or scarring of the face, up to a maximum of £30,000 per claim
Paraplegia	Limit £50,000
Post-Traumatic Stress Disorder (Terrorism)	An additional 50% of the Temporary Total Disablement benefit or £350 per week, whichever is the lesser, payable for up to 13 weeks as a result of an insured person directly witnessing an act of terrorism on a publicly licenced conveyance (other than an aircraft or sea vessel)
Quadriplegia	Limit £125,000
Quality of Life Improvement Advice	Limit £15,000
Rehabilitation Case Management & Treatment	Limit £5,000
Retraining	Limit £15,000
Retraining for a Partner	Limit £15,000
Coma	£50 per day up to a maximum of 730 days
Hospital Confinement within Country of Domicile	Limit £50each complete day up to a maximum of 365 days Hospital Transfer – up to £5,000
Hospital Visiting (25 miles or more)	£100 or each complete day up to a maximum of £1,000
Loss of or Damage to Personal Belongings from Assault	Limit £1,000
Permanent Disfigurement or Scarring of the Face	Limit £10,000 (whole face). Minimum £1,000 disfigurement or scarring of at least one square centimetre or two centimetres in length. Between minimum and maximum – to be agreed by insurer
Return Home (more than 10 miles away from home)	Limit £750
Corporate Reputation	Limit £50,000
War Risk included other than between major powers	
Terrorism risk included	
Chemical, Biological, Radiological exclusion deleted	

## Confirmed Claims Experience

Insurers confirmed claims experience is detailed below, as at the 9 May, 2016 (see **Appendix 11** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2012/16	None	£0	£0	£0

## Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess
2012 - 2016	ACE European Group Limited	Not applicable

## General Information

### Age Limitations

Two over 75 and two born in 1941 who will be 75 this year.

## Lot 5B – Business Travel

### Cover

- Medical and Other Expenses
- Business Equipment and Personal Belongings
- Money
- Disruption
- Serious Disruption
- Personal Liability
- Legal Expenses

### Persons Insured

All employees and Members of the policyholder.

### Operative Time

A journey commencing from the time of leaving their place of residence or normal place of duty in connection with the business whichever occurs later and continuing until return to their place of residence or normal place of duty in connection with the business, whichever occurs first, including days added by the insured person for personal reasons.

### Benefits

Category	Benefit	Benefit Limit
Medical and Other Expenses	Medical Expenses	Unlimited
	Hospital Confinement (for each complete day up to a maximum of 365 days)	£50 per day
	Supplementary Travel & Accommodation Expenses	£20,000
	Emergency Repatriation Expenses	Unlimited
	Ongoing treatment following repatriation	£50,000
	Search and Rescue Expenses	£20,000
	Repatriation of Mortal Remains	£10,000
Business Equipment & Personal Belongings	Business Equipment	£3,000
	Personal Belongings	£10,000
	Personal Belongings Delay	£2,000
	Loss or Delay of Home Keys or Car Keys	£250

Category	Benefit	Benefit Limit
Money	Money	£5,000
	Financial Card Misuse	£3,000
	Travel Documents	£1,500
Disruption	Cancellation/Alteration of Itinerary or Curtailment/Rearrangement/Replacement	£10,000
	Travel Delay (for each complete hour after the first 4 hours up to a maximum of £500)	£50 per hour
	Aggregate Limit	£250,000
Serious Disruption	Evacuation/Alteration of Itinerary or Curtailment/Rearrangement/Replacement Aggregate Limit - £250,000	£10,000
	Business Disruption (for each complete day up to a maximum of 50 days)	£500 per day
	Payment or Loss of Extortion or Ransom Monies Aggregate Limit - £250,000	£250,000
	Security Specialist Costs Aggregate Limit - £50,000	£50,000
	Personal Liability	£5,000,000
Legal Expenses	Legal Expenses	£50,000
	Travel and Accommodation Expenses	£500

### Aggregate Limits

Description	Limit
Any one event	£7,500,000
Any one Multi-Engined Aeroplane	£5,000,000
All other forms of Aerial Transport	£1,000,000

### Travel Pattern 2016/17

Location	Estimated Number of trips	Average duration of trip	Maximum duration of trip
UK (involving an overnight stay)	24	2 days	5 days

## Confirmed Claims Experience

Insurers confirmed claims experience is detailed below, as at the 9 May, 2016 (see **Appendix 11** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2012/16	None	£0	£0	£0

## Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess
2012 - 2016	ACE European Group Limited	Not applicable

## Lot 6 – Computer

### Cover

#### **Damage to Property**

In the event of physical loss destruction or damage to property happening during the period of insurance owned by or on deferred purchase leased hired or rented to the policyholder whilst situated or in transit anywhere in the world insurers will pay to the policyholder the value of the property at the time of loss or destruction or the amount of the damage or at its option the amount payable by the insurer shall be reinstatement.

#### **E-Risk: Virus and Hacking**

Insofar as the policy provides cover for damage loss of information and/or interruption or interference with the business then in the event of:

- a) damage to the property happening during the period of insurance owned by or on deferred purchase leased hired or rented to the policyholder whilst situated or in transit anywhere in the world or
- b) loss of information of the property happening during the period of insurance owned by or on deferred purchase leased hired or rented to the policyholder whilst situated or in transit anywhere in the world or
- c) interruption or interference with the system operations of the business during the period of insurance

arising directly or indirectly from:

- a) the transmission or impact of any virus
- b) unauthorised access to a system
- c) failure of a system
- d) damage arising out of any misinterpretation use or misuse of data

the insurer will pay to the policyholder:

- a) the value of the property at the time of its loss or destruction or the amount of the damage or at its option the amount payable by the insurer shall be reinstatement and/or
- b) the costs necessarily and reasonably incurred by the policyholder to reinstate such programs and/or information and/or
- c) the additional expenditure necessarily and reasonably incurred by the policyholder (including loss of interest) during the indemnity period in consequence of such damage loss of information interruption or interference.

#### **Additional Expenditure**

##### **Loss of Information**

In the event of loss of information from the property whilst situated or in transit anywhere in the world the insurer will pay the costs necessarily and reasonably incurred by the policyholder to reinstate such programs including information.

##### **Increased Cost of Working**

If the operations of the business are interrupted or interfered with due to the occurrence during the period of insurance of an insured event the insurer will pay the additional expenditure necessarily and reasonably incurred by the policyholder (including loss of interest) during the indemnity period in consequence of such interruption or interference.

## Sums Insured

Description	Sum Insured
Damage to property normally situated at the premises	£518,114
Damage to property which is designated to be portable	£77,721
E-Risk: Virus and Hacking	£25,000
Additional Expenditure – indemnity period 12 months	£250,000

## Definitions

**Property** shall mean:

- a) Computer Equipment comprising Desk Top Personal Computers, Lap Top Computers, Personal Digital Assistants, Palm Top Computers, Digital Cameras, Smart Phones, Mobile Phones, Digital Projectors, Audio and Visual Equipment, Televisions and Visual Display Units and other Electronic Media Presentation Equipment, Removable Satellite Navigation Devices, Electronic Point of Sale Equipment, Computerised Telephone Systems, Electronic Access Equipment
- b) All other Computer Equipment (including interconnecting wiring, fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding:
  - I. computers which are an integral part of any item of process or production machinery
  - II. fixed vehicle satellite navigation systems
- c) Ancillary equipment solely for use with the Computer Equipment comprising Air Conditioning Equipment, Generating Equipment, Uninterruptable Power Supply, Voltage Regulating Equipment, Temperature and Humidity Recording Equipment, Electronic Access Equipment, Heat Smoke and Water Detection Equipment, Lightning and Transient Overvoltage Protection Devices, Anti-Theft Devices which have been approved by insurers, Gas Flooding Equipment and Pipework
- d) Programs and/or information stored upon Fixed Discs
- e) All current and backup Computer Records (excluding Fixed Discs and Paper Records of any description) incorporating stored programs and/or information thereon owned by or leased hired rented to the insured or for which the insured is responsible.

## Deductible

£250 each and every occurrence (excluding E-Risk: Virus and Hacking)

## Territorial Limits

As detailed under “Cover” above.

## Principal Extensions

### Damage to Property

Principal Extension	Limit
Accidental Discharge of Gas Flooding Systems	£50,000
Additional Property	20% of the sum insured or up to £250,000
Automatic Restoration of Sum Insured	

Principal Extension	Limit
Cost of Recovery	£10,000
Computer Virus Seek and Destroy	£5,000
Consulting Engineers Fees/Repair Investigation Costs	£50,000
Debris Removal Costs	10% of the sum insured or £50,000
Incompatibility of Computer Records	£50,000
Indemnity to Parent Subsidiary Companies	
Research and Development Costs	£5,000
Temporary Repairs Expediting Costs	£50,000
Waste Electrical and Electronic Equipment Disposal Costs	£10,000
Terrorism	

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below as at the 13 May, 2016 (see **Appendix 12** for details). The experience is **net of deductible or excess**.

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2012/16	None	£0	£0	£0

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess	Aggregate Stop (if applicable)
2010/2016	Royal & Sun Alliance Ins plc	As detailed above	Not applicable

### General Information

#### General

Computer equipment is also protected by:

Protection	Yes	No
A gas flooding system or High Sensitivity Smoke Detection Equipment (HSSD)	Yes	
Hand-held extinguishers specifically bought for the equipment		No
Other means of fire detection or protection	Yes	

Other means of fire detection or protection – all mobile devices have full disk encryption.

#### Computer Media

Software is protected by encryption devices.

### Maintenance

There are maintenance rental hire or lease agreements in force providing, at an inclusive cost on-call remedial maintenance with free repair or replacement in the event of breakdown arising out of normal use.

### Business Continuity Plan

The Council has a Business Continuity Plan in respect of computers.

### Information Security

Whilst the Council's Information Security Policy does not comply with the requirements of ISO17799, it is certified to Government PSN Standards.

### Back up Data

The Council carries out the following:

Action	Yes	No
Back up data records and update the records no less frequently than once every seven days?	Yes	
Maintain up to date copies of software programs	Yes	
Store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held?	Yes	
Observe the manufacturer's and/or supplier's recommendations for the storage verification and security of Computer Media?	Yes	

The Council back's up data in accordance with the "generation principal", with daily and weekly back-ups held for four generations i.e. 20 daily and 4 weekly iterations. Back-ups are not verified for readability and accuracy at least every 30 days.

Back-ups are restored to the system and run in full test of their integrity and ability to perform all the functions of the original software. This is done approximately bi-annually.

# Lot 7 – Engineering Inspection and Insurance

## Cover

### Inspection service

Provide the Council with an inspection service for plant within normal working hours at the sites shown in the plant schedules.

### Plant types and inspection frequencies

Plant Type	Inspection Frequency
All Hot Water Boilers, including pipes and radiators, all Hot Water Calorifiers/Cylinders	Annual
Passenger/Goods Lifts	Six monthly
Motors, Pumps, Gas Firing Units, Alternators, Compressors, Fans, Air Conditioning Units, Motorised Valves, Switchboards	Annual

### Plant Schedules

See **Appendix 13** for details.

### Insurance

#### Cover

Cover	Cover Code
Fragmentation	F
Breakdown	B
Explosion and Collapse	EC
Reinstatement	R
Sudden and Unforeseen Damage	S
Ingress of Water	W

Plant Type	Cover Codes
Hot Water Boilers, including pipes and radiators, all Hot Water Calorifiers, Pressurisation vessels and Air Receivers	F, EC, S
Passenger/Goods Lifts	F, B
Alternators, Motors, Pumps, Gas Firing Units, Air Conditioning Units, Fans, Motorised Valves, Switchboards and Compressors	F, B

#### Situate

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Limit of Indemnity

Cover(s) Applicable	Limit of Indemnity
Damage to insured plant	£100,000 any one occurrence
Damage to Own Surrounding Property	£100,000 any one occurrence
Fragmentation	£100,000 any one occurrence

## Plant Schedules

See **Appendix 13** for details.

## Excess

£100 each and every claim.

## Principal Extensions

- Capital Additions
- Debris Removal – limit £25,000 or 20% of the indemnifiable damage whichever is the lesser
- Emergency Services – limit £15,000 each and every claim
- European Union and Public Authority Requirements (including Undamaged Property)
- Expediting Expenses – limit 50% in respect of damage to property insured or £50,000 whichever is the lesser
- Payments on Account
- Reinstatement Basis
- Temporary Removal – limit £100,000

## Confirmed Claims Experience

Insurers confirmed claims experience is detailed below, as at the 15 April, 2016 (see **Appendix 7** for details). The experience is the 100% figure including fees but **net of deductible or excess**. That in respect of policy years 2006 to 2011 is as at the 9 March, 2016, and is taken from a claims listing provided by the Council downloaded from the current insurer's claims system (see **Appendix 8** for details).

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2011/16	1	£1,200	£0	£1,200
2006/11	None	£0	£0	£0

## Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess
2006 - 2016	Zurich Municipal Insurance	As detailed above

## Lot 8 – Motor Fleet

### Cover

Comprehensive, including Windscreens.

### Insured Vehicles

See **Appendix 14** for details.

### Use

Use for social domestic and pleasure and the business of the Council.

### Drivers

Any authorised licensed driver.

### Excess

#### *Each Vehicle*

£250 in respect of Accidental Damage, Fire, Theft and Windscreen only.

#### *Limit each event*

£1,000 in respect of Accidental Damage, Fire, Theft and Windscreen only.

### Policy Limits

Description	Limit
Personal Injury	Unlimited
Third Party Property Damage	£50,000,000 (Private Car) £5,000,000 (Any other vehicle)
Personal Effects	£250 each insured person
Medical Expenses	£250 each person insured
Personal Accident – Death & Capital Benefits only	£10,000

## Territorial Limits

- a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b) Any other member country of the European Union;
- c) Norway, Switzerland, Liechtenstein and Iceland;
- d) Any other country in respect of which the insurer agrees to provide insurance under this policy following a request by the insured, but only for the period agreed by insurers and in the course of transit (including processes of loading and unloading) between such countries provided that the duration under normal conditions is not greater than 65 hours.

## Principal Extensions

Condition/Extension	Limit
Corporate Manslaughter	£5,000,000
Indemnity to Personal Representatives	
Terrorism	£5,000,000
Indemnity to Owner	
Joint Liabilities	
Indemnity to Principals	
Movement of Third Party Vehicles	
Contingent Liability	
Disabled Motor Vehicles	
Service and Repair	
Medical Expenses	£250 each person
New for Old	
Personal Accident	£10,000
Personal Effects	£250 any one occurrence
Theft of keys	£1,000 any one event for each vehicle
Repairs and Spare Parts	
Trailers	
Unauthorised Use	
Foreign Use	
Hiring Agreements	
Damage to Immobile Property	£25,000
Legal Expenses and Uninsured Loss Recovery	£100,000

## Confirmed Claims Experience

Insurers confirmed claims experience is as follows as at 1 March, 2016 (see **Appendix 7**).

## Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess
2006 - 2016	Zurich Municipal Insurance	As above

## General Information

Vehicle Use		
Will any of the vehicles:		
Question	Yes	No
Be used within any secure areas where access is controlled by an airport or aerodrome authority, which are areas that are considered to be "airside"?		No
Carry hazardous goods requiring special labelling as required by legislation, i.e. goods of an explosive, inflammable or toxic nature? Or trailers carry stone, sand, gravel or ballast?		No
Carry passengers for financial reward?		No
Carry goods which are not the Council's own property?		No
Carry goods beyond a 100 mile radius of the depot address of that vehicle?		No
Be used as working machinery, known as a tool of trade, i.e. JCB. If so, does the Council require the working risks to be covered against: i) Third Party only ii) Accidental Damage to the Council's vehicle and Third Party	Yes	Accidental Damage to the Council's vehicle and Third Party

Drivers		
Has any person to the Council's knowledge who may drive under this insurance:		
Question	Yes	No
A) Been diagnosed with a medical condition that is notifiable to the DVLA such as defective vision or hearing, heart condition, epilepsy, diabetes or any other physical mental disability or infirmity?		No
B) Been convicted during the past 5 years of any of the following offences: Manslaughter, reckless driving, causing death by reckless driving, driving under the influence of alcohol or drugs or any other offence or combination of offences which resulted in suspension from driving?		No
C) Had insurance declined withdrawn or subjected to an increased rate or special condition?		No

## Fleet Management and Driver Training

- The Council does not have a Fleet Manager.
- Driver's Licences are reviewed annually by service managers.
- The Council does not employ agency drivers.
- No driver training is undertaken.
- There is a Corporate Disciplinary Procedure in place which would extend to drivers involved in fault accidents.
- Workplace Transport Risk Assessments have been undertaken

## Lot 9 – Marine

### Cover

#### **Section 1 and 3**

- a) Loss or damage caused by fire, lightning, explosion, storm, tempest, impact by vessels or aircraft, malicious damage and riots and civil commotion
- b) Indemnity for any sums or sums the Council may be held legally liable to pay to others in their capacity as owners due to:
  - i. loss of or damage to any fixed or moveable object or property other than the insured property
  - ii. any attempted or actual removal or destruction of any object or property or other things or failure to raise, remove or destroy same providing any such expense is not recoverable under the terms and conditions of (a) above
  - iii. loss of life, personal injury or payments made for life salvage
  - iv. legal costs incurred by the assured or which the Council may be compelled to pay in avoiding, minimising or contesting liability with the prior written consent of insurers

#### **Section 2**

Institute Time Clauses Hulls Port Risks including Limited Navigation 20/7/87 CL.312 (see **Appendix 15** for details) including:

1. loss of or damage to machinery caused by frost, subject to all due and reasonable precautions being taken to protect the machinery from such damage. Always subject to the deductible in the policy.
2. Theft of outboard motor if attached to the craft provided it is securely locked with a purpose manufactured anti-theft device which prevents the retaining bolts/clamps being undone in addition to its normal method of attachment.
3. In the event of loss of craft and equipment, settlement will be the second-hand market value for the item and not replacement value.
4. Dropping off or falling overboard of outboard motors.
5. Vessels on trailers (including accident, fire, malicious acts, theft when left unattended and third party legal liability when uncoupled from towing vehicle).

### Sums Insured/Limits of Indemnity

Description	Sum Insured/Limit of Indemnity
Section 1 to 3	See <b>Appendix 16</b> for details but to include: <ol style="list-style-type: none"><li>a) Sea Doo GTi130, Datatag No. 2055, Hull No YDV29076A616, Engine No M9490129, Colour Blue/White, and</li><li>b) Sea Doo GTi130, Datatag No. 1677, Hull No YDV26841C515, Engine No M9482649, Colour Blue/White</li></ol> Insured value for both (a) and (b) above in addition to Appendix 16 - £16,383
Section 1(b) and 3(b)	£2,000,000 any one loss or series of losses arising from any one event.

Description	Sum Insured/Limit of Indemnity
Section 2 (Clauses 8 to 10)	£2,000,000 any one loss or series of losses arising from any one event.

### Navigation Limits

Section 2 – Inland and Coastal Waters of the United Kingdom.

### Deductible

Section of Cover	Deductible(s)
Section 1	£100 each and every loss
Section 2	£150 each and every loss (as per Clause 13)
Section 3	£500 each and every loss

### Principal Extensions

See “Cover” section for details.

### Confirmed Claims Experience

Insurers confirmed claims experience is detailed below, as at the 4 May, 2016 (see **Appendix 17** for details). The experience is the 100% figure including fees but **net of deductible or excess**.

Policy Year	No. of Claims	Claims Paid	Claims Outstanding	Total Claims Paid and Outstanding
2012/16	1	£16,300	£0	£16,300

### Insurance and Self-Retention History, including Aggregate Retentions

Policy Year	Insurer	Deductible/Excess
2012 - 2016	Travelers Insurance Co Limited	As detailed above

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