

12.1.10 Insurance, Risk and Opportunity Management

Why is this area important?
<p>Risk may be defined as the unwanted or unexpected exposure to adverse circumstances that can lead to loss, damage, injury or failure to achieve objectives.</p> <p>Risk Management itself is the responsibility of everyone in the Authority, with no effective Risk Management there is no effective management.</p> <p>Insurance is only a small part of the Authority's strategy for Risk Management, providing limited financial protection in certain defined circumstances.</p>

12.1.10.1

The Assistant Director Governance shall assist the Chief Executive in preparing and promoting the Council's Enterprise Risk Management Policy and Guidance, and Risk Register.

12.1.10.2

Each Director shall review annually, in their service planning, the exposure to risk in their areas having regard to advice from ~~the~~ **Director Corporate Services** of Finance and Resources (Chief Finance Officer), the **Assistant Director Governance** Head of ~~Governance and Improvement Services~~ and other **appropriate** Officers (including crime reduction, fire prevention, and health and safety).

12.1.10.3

The **Director Corporate Services** Head of ~~Governance and Improvement Services~~ shall effect all insurance cover on behalf of the Council.

12.1.10.4

Directors must identify and notify the **Director Corporate Services and the Assistant Director Governance** Head of ~~Governance and Improvement Services~~ for **of** any:

- a) amendments to, extension of or change in Service;
- b) acquisition or sale of equipment referred to in [Rule 12.1.10.5](#);
- c) acquisition, lease or sale of land or property;
- d) acquisition, lease or sale of plant or motor vehicles;
- e) all other risks in accordance with the Council's Risk Management Strategy;
- f) all other new risks, whether insurable or not, to which the Council may be exposed.

12.1.10.5

Each Director must submit an inventory of equipment that has a new replacement value of £1,000 or more which they choose to include in **insure under** the Council's "All Risks" insurance policy.

Equipment with a new replacement value of £2,500 or more should be insured unless otherwise approved by the ~~Head of Governance and Improvement~~ **Director Corporate Services**. Equipment not so declared will not be covered by the Council's insurance.

12.1.10.6

Each Director shall:

- a) ensure that agreed risk management strategies are in place for all aspects of their Service's operations and that all Officers and staff are fully aware of the likelihood and impact of any identified risks or losses or opportunities for improvements;
- b) ensure that systems and procedures are risk assessed and documented and staff trained in their operation;
- c) immediately identify and notify the **Finance Specialist (Insurance) Officer** of any incident involving loss or damage or actual or potential liability including all allegations of negligence, whether or not insured;
- d) in consultations with the ~~Head of Governance and Improvement~~ **Director Corporate Services**, inform the police of any incident or allegation referred to in c) above, where relevant to do so;
- e) advise the **Finance Specialist (Insurance) Officer** and the ~~Head of Governance and Improvement~~ **Director Corporate Services** of the purchase, sale, hire, lease or granting of any licence or rights of or over any land or property prior to any contracts being agreed, signed, exchanged or completed;
- f) ensure that Officers or staff driving any vehicle on behalf of the Council have notified the **Finance Specialist (Insurance) Officer** of any motoring convictions if driving a vehicle covered under the Councils' motor fleet insurance or their own insurers, if using their own vehicle(s);
- g) ensure that Officers or staff hold an appropriate licence for driving any vehicle on the business of the council;
- h) ensure that Officers or staff have in place appropriate motor insurance to cover business use while driving their own vehicle on the business of the Council;
- i) ensure that any plant or equipment that is subject to a statutory ~~obligation~~ **requirement** to regularly inspect, is **so** inspected ~~in accordance with directions from the Council's insurers~~ **by the Council's engineering inspection service providers** and notify the Council's **Finance Specialist (Insurance) Officer** of any required inspections that have not been carried out;
- j) ensure that any work identified during any inspection referred to in h) above is carried out promptly;
- k) ensure that no repairs to vehicles or property arising from an insured incident are carried out (other than urgent and essential repairs to 'make safe') without having obtained authorisation from the Council's insurers.

12.1.10.7

At no time should any person:

- a) agree, offer or give any indemnity to a third party; or
- b) admit liability,

as this will prejudice the Council's insurance cover and could lead to the Council facing significant uninsured losses.

Indemnity forms, ~~such as collateral warranties,~~ shall not be signed without first consulting with the ~~Head of Governance and Improvement~~ **Director Corporate Services** and **Finance Specialist (Insurance) Officer**.

No payments or compensation for loss, damage or injury shall be offered, agreed or made without prior consultation with the ~~Head of Governance and Improvement~~ **Director Corporate Services**. [Rule 12.1.21.17](#).

12.1.10.8

The ~~Head of Governance and Improvement~~ **Director Corporate Services** shall manage all insurance claims (whether made by or against the Council) except where other statutory arrangements apply.

Any claim made against the Council remains at all times in the ownership of, and the responsibility of, the Director **of the service** against which the claim has been bought.

In respect of any claim, Officers and Managers must provide the ~~Head of Governance and Improvement~~ **Director Corporate Services** and the **Finance Specialist (Insurance) Officers** with their full and expeditious assistance at all times.

In respect of the handling of any claim, failure to provide such assistance or information within the timeframe required or as otherwise necessitated by the circumstances and status of the claim will result in the claim not being covered by insurance; the full costs of the claim will consequently be borne by the Service (s) against which it has been made.

12.1.10.9

All staff shall be covered under a Fidelity Guarantee insurance policy

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