



Insurance Policy

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1. Introduction

- 1.1 The purpose of the Insurance Policy and Procedure is to set out the insurance provision for the Clyde Valley Group and associated reporting and claims procedures.
- 1.2 This policy identifies the main areas of risk relative to the insurance function and sets out the key policies and provisions.
- 1.3 The Group will ensure that all property, plant and equipment, vehicles and business risks are suitably and adequately insured with reputable companies and on the most favourable terms in accordance with best value principles and the Group Procurement Strategy.
- 1.4 The Group will insure its employees and Board Members for both personal and professional indemnity risks.

2. Compliance with Regulatory Standards

- 2.1 In terms of the Scottish Social Housing Charter, the Scottish Housing Regulator has identified a number of key indicators relevant to the provision of insurances by which it will measure landlord performance, including the following:
 - Quality of housing – tenants' homes, as a minimum, meet the SHQS by April 2015 and continue to meet it thereafter, and when they are allocated, are always clean, tidy and in a good state of repair.
 - Repairs, maintenance and improvements – tenants' homes are well maintained, with repairs and improvements carried out when required, and tenants are given reasonable choice about when work is done.
 - Value for money – tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

3. Expected Outcomes

- 3.1 Key outcomes of operating an effective Insurance Policy include:
 - minimising risk and associated financial impact of this for the Clyde Valley Group;
 - minimising disturbance and upheaval to customers following incidents;
 - ensuring that all properties, plant, contractors, staff and Board members are protected; and
 - ensuring that payments are made in a consistent, equitable, transparent and seamless manner for those circumstances specified within the policy.

4. Informing and Involving Stakeholders

- 4.1 We will promote our Insurance Policy through our website. Where we plan to make significant changes to the policy, we will consult customers in line with the Customer Engagement Strategy.

5. Corporate Fit

5.1 Legislation and best practice

5.2 We will comply with all relevant legislation and associated regulations, including:

- The Housing (Scotland) Act 1987, 2001 & 2010; and
- The Scottish Social Housing Charter.

6. Equalities

6.1 Our Insurance Policy complies with CVHA's Equality Policy to ensure equality of treatment for all staff, board and customers without discrimination or prejudice.

7. Confidentiality

7.1 CVHA recognises that confidentiality is important to tenants and will treat their tenancy information in the strictest confidence under "**Data Protection Law**" which includes:

- The General Data Protection Regulation (EU) 2016/679 (the "**GDPR**");
- The Data Protection Act 2018;
- The Privacy and Electronic Communications (EC Directive) Regulations 2003;
- All other applicable EU and UK data protection laws, including those that are made as a consequence of the UK leaving the EU; and
- Any legislation or laws that amend the above.
and in line with CVHA's Openness and Confidentiality Statement.

8. Responsibilities

8.1 The Finance and Corporate Services Director has responsibility for overseeing the Insurance Policy and co-ordination of all claims, as well as the procurement of services and associated management of this contract.

8.2 The Board, via the Health and Safety Board, will receive updates on the claim levels for the Clyde Valley Group so that they can have assurance that it is operating effectively in practice and that all steps in relation to risk management are in place.

8.3 The Health and Safety Board will receive quarterly claims reports and consider possible pro-active prevention and risk management measures.

8.4 The Finance and Corporate Services Director will keep any documents, which may be required for any court proceedings, for a minimum of six years, including inspection records, accident books and "report of any injury or dangerous occurrence" forms.

8.5 All insurance arrangements and levels of cover will be reviewed annually by the Finance and Corporate Services Director.

9. Claims Process

9.1 Managers within CVG must be aware of both the insured and uninsured risks and the conditions relative to them that are likely to affect their area of responsibility. Insured and uninsured risks will be identified and reported through Risk Registers in line with the Risk Management Policy.

- 9.2 Managers will ensure that all members of staff are aware of key risk areas and take preventative action to minimise uninsured losses. Managers must also be aware of the insurance limits on areas relative to their role and functions.
- 9.3 When becoming aware of a potential claim through loss, liability or damage or other cause, the Finance and Corporate Services Director should be notified as soon as is practicably possible.
- 9.4 The Finance and Corporate Services Director will take measures to deal with claims promptly. All claims have an individual file created within the Company/ Insurance/Claims folder. An incident log detailing the incident or claim should be prepared, with the details of this, including dates, background, key contacts and photos. This will then be forwarded on to the Insurers Claims Handlers for action or recording.
- 9.5 Where a claim is received in writing from any party this should be submitted to the Insurers as 9.4 above.
- 9.6 Where the claim requires a loss adjuster the relevant Manager will liaise with them directly and pass all copies of correspondence to the Finance and Corporate Services Director for the central file.
- 9.7 Where a claim requires investigation the relevant Manager will liaise with them directly and pass all copies of correspondence to the Finance and Corporate Services Director for the central file.

10. Contractors Insurance

- 10.1 Appropriate Directors should ensure that all contractors have adequate employers and third party liability insurance before contracts are carried out on behalf of the Clyde Valley Group.

11. Summary of Main Insurance Policies

- 11.1 The following is a summary of the main cover required:
- i. **Property** - protects CVG property against theft damage, damage by fire, lightning and explosion, vandalism, floods and storms and, in certain circumstances, additional perils.
 - ii. **Public Liability** - provides cover in respect of claims made by third parties for injury or loss resulting from negligent acts by CVG, its employees, members, or agents.
 - iii. **Employers Liability** - provides cover in respect of claims made by employees for injury or loss sustained in the course of their duties and resulting from the negligent acts of CVG, its employees, members or agents.
 - iv. **Motor Vehicles** - provides cover on a fully comprehensive basis for damage to vehicles owned or leased by CVG in addition to providing cover in respect of claims made by third parties resulting from negligent acts by CVG drivers.

- v. **Business All Risks** - provides cover for office premises, items of office and IT equipment, hired exhibits etc., against such perils as theft and accidental damage.
- vi. **Money** - provides cover in respect of the loss of cash in transit or cash held on CVG premises.
- vii. **Fidelity Guarantee** - protects CVG against losses arising from fraudulent acts committed by its employees and Members.
- viii. **Officials Indemnity** - provides cover in respect of claims made by third parties for financial loss occasioned by a negligent act or omission by CVG employees and Members in the course of their duties.
- ix. **Personal Accident** – provides cover to CVG members and employees for permanent disablement or death resulting from accidents to Members or employees occurring during the course of duty.
- x. **Professional Indemnity** – provides cover in respect of claims by third parties that have suffered a financial loss as a result of reliance upon negligent advice from CVG employees, where such advice is given outside the scope of a statutory duty or a statutory default power.
- xi. **Consequential Losses** – provides cover in respect of additional expenses due to loss of buildings and other equipment following fire and other perils, such as loss of revenue, cost of hiring alternative accommodation, and the restoration of computer records.
- xii. **Gradually Occurring Pollution** – provides cover in respect of claims from third parties, for bodily injury or damage to property, due to gradually occurring pollution or contamination of buildings (and other structures), land, water and the atmosphere.
- xiii. **Theft and Vandalism of Equipment** - blanket insurance of all equipment belonging to CVG, or for which it is responsible, against loss or damage by theft or vandalism.
- xiv. **Terrorism** – provides cover in respect of damage to buildings, equipment and vehicles as a result of terrorist actions.

12. Compensation Payments

- 12.1 There may be times when an insurance claim is received which is less than the value of excess applied to the policy, or where the sum is minimal and would result in a negative effect to the Group's claim ratios. In these cases, and where it is determined to be at the fault of the CVG then the Finance and Corporate Services Director is authorised to make direct payments up to the value of £500. All evidence of the payment and decision should be saved in the central insurance file as 9.4 above.
- 12.2 An annual compensation budget provision will be incorporated within the Insurance budget.

13. Tenants' Home Contents Insurance

13.1 The Clyde Valley Group does not offer tenants the facility to pay for household contents insurance with their rent. CVG is committed to promoting the importance of taking out home contents insurance to customers and this is reinforced through the tenant's handbook and newsletters.

14. Factoring Insurance Provision

14.1 In many Title Deeds, it states that the properties **have** to be insured through the Factor - this is sensible because should anything happen to the building as a whole, then it is easier to claim and re-instate it if there is only one insurer involved.

14.2 However, generally the Group requests that owners arrange their own insurance. It is the owner's responsibility, particularly where they arrange their own insurance to:

- Ensure that the insured value is sufficient
- Provide details of the cover and value to the Group at each renewal to be held on file.

14.3 If, however, the value of the cover is found to be insufficient, the Factor often has the power to put the property on the Block Insurance and charge the owner accordingly. The Group may do this, especially where it believes there may be no insurance in place at all. The Tenements (Scotland Act) 2004 states:

- It is **compulsory** for owners to insure their property
- Other owners have a right to ask to inspect that cover and it must be provided within 7 days of the request.

14.4 Each year Clyde Valley Property Services staff write to all relevant owners seeking a copy of their buildings insurance and keep a log of this.