

**2026 TENDER –  
INSURANCE SPECIFICATION  
FOR  
ANTRIM AND NEWTOWNABBEY  
BOROUGH COUNCIL**



**RENEWAL DATE – 1<sup>st</sup> April 2026**

## **INSURANCE SPECIFICATION**

The insurances are renewable on **1<sup>st</sup> April 2026**

The tender is to be returned by **Noon on Friday 20<sup>th</sup> February 2026**, in accordance with the Instructions to Tenderers.

Tenders received after this time will **NOT** be considered.

Tenders may only be submitted to [andrea.dickson@bbrown.com](mailto:andrea.dickson@bbrown.com)

Tenders submitted by post or fax will be rejected.

You may cost any or all of the lots listed.

Costs are to be submitted on the Cost Schedule and confirmation must be provided that the costs meet the specification, are net of Insurance Premium Tax and all commission.

A copy of your quotation and policy wording must be included within your tender return.

## Cover Requirements

1. The cover provision requirement is in respect of those risks that the stated Council is contractually bound or currently opts to insure as detailed herewith.
2. The Basis of Indicative Insurance Costs forming part of the quantitative element of this tender is as provided within this Risk Profile, Policy Wordings & Schedules and supporting Appendices.
3. The scope of cover afforded to be at least the same level provided by:
  - a. the existing arrangements – refer to copy current policy wordings & schedules, noting the policy form references where appropriate.
  - b. incorporating the required updates as detailed within this Risk Profile which should take precedence.
4. Any additional cover enhancements or benefits should be outlined within the tender response.
5. Requests for any additional details for indicative insurance costs purposes should be made by way of process as outlined within the Tenderers Clarifications Section of the Conditions of Tender document.
6. Refer to the Schedule of Existing Insurances for confirmation of those policies that do not form part of the Indicative Insurance Costs requirement.
7. Required updates and changes to the basis and scope of cover will be notified for the subsequent renewal quotation process and at any stage thereafter in advance of cover placement, 1st April 2026.

## Marketing Strategy & Additional Benefits: -

Insurance pricing and cover for the insurance programmes of Antrim & Newtownabbey Borough Council are being sought, with an inception date of 1<sup>st</sup> April 2026.

Brown & Brown is the holding broker for these risks

Antrim & Newtownabbey Borough Council and Brown & Brown will together undertake an evaluation of each quotation received. Pricing will be important in this exercise, but we are also looking for differentiation and cutting-edge capability to assist Antrim & Newtownabbey Borough Council in their selection process.

Therefore, when putting forward your terms, please also include comments with regards to the following: -

### Payment Options

Please provide details of payment options via Interest Free instalments

### Claims Handling Procedures

Claims are required on a direct deal basis. Please therefore provide full details on the procedures in place for this.

### Long Term Agreements

Agreement/Undertaking wordings being proposed including the operation of any such Agreement/Undertaking or rate stability agreements

### Rebate Clauses

Antrim & Newtownabbey Borough Council will accept, and review offers of Low Claims Rebate clauses. These should be detailed in full as to how they would operate, when any rebate would be paid and the methodology for payment.

### Risk Management Support

Antrim & Newtownabbey Borough Council welcome any offers or proposals in relation to monetary contribution to assist them with risk management & bursary - services to be agreed and delivered during the period 1<sup>st</sup> April 2026 to 31<sup>st</sup> March 2027. The work to be completed by Brown & Brown staff – CV's available upon request.

This support should not be conditional on any aspect of the insurance requirement and should be quoted as an independent item in the quotation response.

### Insurer Services

Please can you provide details of any other services or facilities that you are able to offer as part of your insurance proposal, which will give added value and prove beneficial for Antrim & Newtownabbey Borough Council

### Brokerage

On quotation please confirm rate of brokerage. Brokerage is expected at 0% in respect of this Fee Based Client.

All premiums are to be quoted **NET** of all commission, over-rider and/or contingency payments.

### Agreed Policy Wording

On quotation please identify the title, reference and version number of your proposed wording and provide a full specimen policy wording including schedule page(s) or a web address from which they can be obtained and hyperlink to the specified document(s).

**Choice of Law and Jurisdiction**

On quotation please identify proposed choice for each.

**Limits**

All limits, including inner limits, are expressed as the minimum limits required, if your standard policy offers higher limits then those will supersede and replace the limits shown herein.

**Taxes Payable by Insured and Administered by Insurers**

Where applicable, any taxes payable, including Insurance Premium Tax (IPT) and Value Added Tax (VAT), to be shown on your quotation.

**Payment Terms**

The agreed standard terms of credit set out in the Terms of Business Agreement or Terms of Trade Agreement in force with Brown & Brown at the time of acceptance of this risk will apply to your quotation. Any alteration to payment terms must be specified on your quotations.

**Recording/Transmitting and Storing Information**

Where the broker maintains risk and claim data / information / documents the broker may hold such data / information / documents electronically.

**Co-Insurance**

In a co-insurance placement following (re) insurers may, but are not obliged to, follow the premium charged by the lead (re) insurer.

(Re) insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

**Basis of Agreement to Contract Changes**

If a risk is to be co-insured the Insurers agree to delegate authority to the Lead Insurer to agree policy wording, all amendments, alterations, special agreements, endorsements, deletions, additions, attachments, schedules, extensions and additional or return premiums, unless otherwise specified.

**Document Production**

Evidence of Cover to be an Insurance Policy produced and authorised by Insurers and provided to Brown & Brown within 20 calendar days of the date this contract is entered into unless Brown & Brown is authorised by insurers or their agents to produce the policy on their behalf.

**Liability policies**

Claims investigation costs – Brown & Brown require to instruct Brown & Brown loss management executives to carry out accident investigations for both Employers and Public/Products liability claims subject to agreed terms and conditions.

**Motor policies**

Motor Uninsured Loss Recovery to be included

**Material Damage policies**

Claims Preparation Clause to be included - applicable to Material Damage policies including Property and Business Interruption – “In so far as it is not covered elsewhere herein this insurance extends to cover the fees of a professional adviser or consultant, supporting or validating any claim in excess of £5,000 under this insurance - provided that the claim is of a type covered by this insurance”

### Important Notes

1. The information contained in this presentation is to be used solely for the purpose of providing quotations to Brown & Brown. It must not be used for any other purpose, reproduced, wholly or in part, or disclosed to any person outside of your company without the prior written consent of Brown & Brown.
2. Any risk information detailed in this presentation is as at the date of this submission and as provided by our client for the purposes of illustrating the nature of the risk and for seeking a quote. The information contains brief commentary on matters of a technical nature such as the construction of the relevant property. Our client is not a qualified risk surveyor and so the commentary must be considered in this light. Insurers should therefore seek their own verification of the information provided.
3. The currency of all premiums, sums insured and limits displaying a £ symbol is GBP.
4. Insurers are required to highlight any terms of the policy which put the insured in a worse position than it would be under the general law.

## GENERAL INFORMATION COUNCIL PROFILE

|                        |  |
|------------------------|--|
| Name of Council        | Antrim and Newtownabbey Borough Council  |
| Correspondence Address | Mossley Mill, Carnmoney Road North,<br>Newtownabbey, BT36 5QA                          |
| Business Description   | Local Authority, Property Owners & Occupiers   |
| Web-site Address       | <a href="http://www.antrimandnewtownabbey.gov.uk">www.antrimandnewtownabbey.gov.uk</a> |
| PAYE Reference         | 120/BB06975  |
| VAT status             | Registered   |

### Overview/Main Functions

As part of the Review of Public Administration and Local Government Reform Programme Antrim Borough Council and Newtownabbey Borough Council combined to form the new Antrim & Newtownabbey Borough Council on 1<sup>st</sup> April 2015.

Overall Population: 148,448

Area: 274 Square Miles stretching from Lough Neagh to Belfast Lough

Annual Operating Budget

### Main Service Areas/Responsibilities

The powers of the Council are contained in the Local Government (Northern Ireland) Act 2014 which also confirms the identity of the new council.

Antrim and Newtownabbey Borough Council are responsible for an enlarged range of facilities and services under local government reform including the provision of the following services, but not limited to;

- Street Cleaning
- Refuse Cleaning/Sites
- Public Conveniences
- Parks & Cemeteries
- Registration of Births, Deaths & Marriages
- Environmental Health under Public Health Acts
- Licensing & Street Trading
- Building Control under Building Control Regulations
- Leisure Services – Sports/Play areas
- War Memorials
- Re-homing of Dogs
- Tourism, Arts and Culture, Heritage & Museums
- Community Services
- Recycling
- Sports Development
- Conference Facilities

- Planning
- Community Planning
- Capital Development
- Urban Regeneration and Community Development
- Events & Festivals
- Off Street Parking
- Local Economic Development
- Local Water Recreational Activities
- Regulation of Houses of Multiple Occupation
- Car Park Services - Paid & Free
- Allotments
- Golf Club Owners & Operators
- Property Owners

Details regarding the Council can be found at [www.antrimandnewtownabbey.gov.uk](http://www.antrimandnewtownabbey.gov.uk).

Antrim and Newtownabbey Borough Council own and maintain a land mass of around 630 hectares, and also maintain approximately 37 hectares of land not owned by Council such as DRD Roads Service paths and roadside grass verges, roundabouts and planting (grounds maintenance such as strimming and plant displays on traffic islands). Included are all the Council's properties, sports and playing fields, parks, dog parks, civic buildings, community centres, car parks, water recreational facilities and playgrounds.

Currently the Council have a total compliment of around 649 permanent employees and 40 elected members and will employ casual and temporary staff as and when required. They continue to have partnerships such as the Policing and Community Safety Partnership, GROW and Peace IV.

### **Land and Property**

The Council owns and maintains land including Council properties, sports and playing fields, golf clubs, parks, civic buildings, community and leisure centres and playgrounds

### **Wageroll for Financial Year**

Estimated wageroll 2025/2026: £25,603,195

**We will be able to provide a projected wage roll for the 2026-2027 year shortly.**

## EVENTS

The Council will run a number of events throughout the year. Some of these will be carried out in partnership with other bodies/organisations when there is a clear division of responsibility and accountability.

The Council will also organise a number of events on its own account. These include, but not limited to:

Christmas Carol Concert, Markets, Charity Walk, Fun Run, Halloween Fireworks Events (various locations), Boat Race (Loughshore, Antrim), Teddy Bears Picnic, Bark in the Park (dog park), Winter Wonderland, Christmas Lights Switch On's (various locations), Christmas Events, Santa Stroll, Outdoor Music Concert (Party in the Park) and The Big Lunch, Summer and Easter physical activity programmes for 4-5 year olds, Summer schemes, Easter Fun Days (various locations), Brighter nights family fun (Lillian Bland Community Park), Summer band concert in Borough parks, Outdoor theatre, Shoreline Festival (August bank holiday 3days), Culture Night, Triathlon, Craft fairs and Christmas concert at Ballyearl, Ballyclare May Fair, Spooked Out at V36, Good Relations events, Volunteer celebration events, Youth Schemes and events, Bonfire Management Programme, Conferences, Kidz Connect and Youth Awards.

All participating partners must hold relevant insurance and provide confirmation of such.

All events are subject to rigorous risk assessments.

## GENERAL RISK INFORMATION

|  |               |
|--|---------------|
| <b>Employers &amp; Public/Products Liability</b>   |               |
| <b>Health &amp; Safety</b>   |               |
| Appointed Health & Safety Officer / Risk Manager<br>- Name                                       | Elaine Girvan |
| Does your Health & Safety Management System include the following documentation:-                |               |
| Health & Safety Policy & Statement   | Yes           |
| Risk Assessments   | Yes           |
| Individual Staff Induction & Ongoing Training Records  | Yes           |
| Issue of Personal Protective Equipment   | Yes           |
| Contractors Insurance Checking System  | Yes           |
| Business Continuity / Disaster Recovery Plan   | Yes           |
| Are these Documents regularly reviewed & updated   | Yes           |
| <b>Claims Defensibility</b>  |               |
| Are Investigations conducted by Council Management immediately an incident is notified           | Yes           |
| Are Witness Statements & Photographs of the incident locus taken                                 | Yes           |
| Are these procedures undertaken for known `near misses` to mitigate likelihood of re- occurrence | Yes           |

|   |   |
|---|---|
| <b>Motor Fleet</b>  |   |
| Do you undertake the servicing & maintenance of own council vehicles?   | All maintenance works are contracted out to the relevant vehicle contractors. |
| Is servicing / maintenance performed in accordance with manufacturers guidelines?   | Yes   |
| Is all servicing / maintenance of vehicles documented and records kept for future reference?  | Yes   |
| Do you have a formal system to regularly check the driving and medical history of those persons authorised to drive Council vehicles? | Yes   |

## LIST OF LOTS

**Lot No:**

- (1) Employers & Public/Products Liability
- (2) Crime
- (3) Marine Hull
- (4) Legal Expenses Councillors
- (5) Legal Expenses Commercial

**Please Note the following: -**

**Note 1**

Please note that you can quote for any or all of the lots listed in the specification.

**Note 2**

The following Specification is the minimum that will be accepted by the Council.

No additional Exclusions, Conditions or Warranties will be accepted except those already specified. You are asked to confirm this in the Cost Schedule part of the tender.

The criteria and scoring details of the specification are contained in the “Instructions to Tenderers”

**Note 3**

All successful insurers would be required to produce claims information to Antrim and Newtownabbey Borough Council throughout the duration of the contract and any subsequent run – off experience.

## ADDITIONAL BENEFITS

When tendering, consideration should be given to the following:-

1. Payment options – Interest Free instalments
2. Claims Handling Procedures
3. Long Term Agreements/ 2/3 Year Fixed Rate Stability Agreement options
4. Risk Management Support required
5. Insurer Services – please provide details of any other services or facilities that you are able to offer as part of your insurance proposal, which will give added value and prove beneficial to Antrim and Newtownabbey Borough Council.
6. All Insurance Premiums quoted are to be net of all Commission, Over-rider and/or Contingency Payments.
7. Clarification on issues such as Legal System to be used, Jurisdiction & Insurance Premium Tax.
8. Standard policy wordings to include No Average Clause, Upgrade to Green (reinstatement with environmentally friendly materials), No Warranties and increased cover where possible eg..wider definition of insured perils, inclusion of Capital Additions/Pollution etc...
9. Motor Uninsured Loss Recovery to be included
10. Run Off cover for legacy Councils should be provided under the Officials & Professional Indemnity Policies
11. Claims Preparation Clause to be included – Limit £10,000 - applicable to Material Damage policies Including Property and Business Interruption – “In so far as it is not covered elsewhere herein this Insurance extends to cover the fees of a professional adviser or consultant, supporting or validating any claim in excess of £5,000 under this insurance - provided that the claim is of a type covered by this insurance”

## LOT 1: COMBINED LIABILITY

### SPECIFICATION OF REQUIREMENT:

#### Employers Liability

Limit of Indemnity - £20,000,000 Any One Occurrence

#### Terrorism

Limited to £5,000,000 including costs and expenses (Legal costs and expense included in the limit of indemnity)

#### Public & Products Liability

Public Liability Limit of Indemnity - £20,000,000 Any One Occurrence & Unlimited in the Policy Period

Products Liability Limit of Indemnity - £20,000,000 Any One Occurrence and in the Annual Aggregate

#### Policing & Community Safety Partnership

Limited to £10,000,000

#### Employers Liability

| Category                    | Wageroll    | Number of Employees |
|-----------------------------|-------------|---------------------|
| Directors & Chief Executive | £758,006    | 9 Employees         |
| Clerical/Managerial         | £15,673,249 | 349 Employees       |
| Manual                      | £8,589,842  | 273 Employees       |
| Temporary/Causal Staff      | £582,098    | 18 Employees        |

**We will be able to provide a clearer projected wage roll shortly**

#### Public/Products Liability

Cover is extended to include the Council as Owners and Operators of the following Golf Club's:

Allen Park Golf Club, 45 Castle Road, Antrim, BT41 4NA

Ballyearl Golf Club, 585 Doagh Road, Newtownabbey, BT36 5RZ

#### Turnover & Revenue

£82,000,000 Turnover

(£655,000 Golf Club Revenue included within the above Turnover figure)

**CONDITIONS TO INCLUDE:**

Legislation operative in the Republic of Ireland

Policy should extend to include, but not limited to, cover in respect of all councils activities as detailed Antrim and Newtownabbey Borough Council are responsible for an enlarged range of facilities and services under local government reform including the provision of the following services, but not limited to;

- Street Cleaning
- Refuse Cleaning/Sites
- Public Conveniences
- Parks & Cemeteries
- Registration of Births, Deaths & Marriages
- Environmental Health under Public Health Acts
- Licensing & Street Trading
- Building Control under Building Control Regulations
- Leisure Services – Sports/Play areas
- War Memorials
- Re-homing of Dogs
- Tourism, Arts and Culture, Heritage & Museums
- Community Services
- Recycling
- Sports Development
- Conference Facilities
- Planning
- Community Planning
- Capital Development
- Urban Regeneration and Community Development
- Events & Festivals
- Off Street Parking
- Local Economic Development
- Local Water Recreational Activities
- Regulation of Houses of Multiple Occupation
- Car Park Services - Paid & Free
- Allotments
- Clotworthy Arts Centre
- Antrim Forum
- Allen Park Golf Club
- Ballyearl Golf Club
- RAPID bin at Old courthouse
- Local Water Recreational Activities
- Regulation of Houses of Multiple Occupation

**Libel & Slander Extension** - £1,000,000 any one claim / in the aggregate

**Pollution & Contamination Clean Up** - £1,000,000 any one claim / in the aggregate

**Crisis Containment Extension** - £100,000 in the aggregate

- Costs of representation at any Coroner's Inquest or Fatal Injury and defending in any Court of Summary Jurisdiction
- Contractual Liability insofar as liability would have been established in the absence of such agreement
- Indemnity to principals, directors and employees
- Legal Defence and Appeal Costs under Health & Safety at Work Act 1974, - Consumer Protection Act 1987, Data Protection Act and Food Safety Act
- Corporate Manslaughter and Corporate Homicide Act 2007
- Defective Premises Act 1972
- Cross Liability Clause
- Defective design specification or advice (except where provided for a fee)
- Liability arising out of the provision of Sports and Social clubs, Fire Fighting and First Aid and other services
- Policing and Community Safety Partnership subject to £10,000,000 limit
- Private work for directors and employees
- Personal Liability for overseas visits including family
- Damage to Hired or Rented Premises
- Directors visitors and employees personal effects – limit £500
- Court Attendance Costs
- Use of licensed plant as a tool of trade
- Sudden and accidental pollution excluding landfill sites (unless more specifically insured elsewhere)
- Clean Up Costs excluding landfill sites - £1m in the aggregate subject to £2,500 each and every deductible (unless more specifically insured elsewhere)
- Unauthorised movement of vehicles
- Contingent Motor Liability
- Libel and slander - £1m in the aggregate subject to £5,000 deductible each - and every loss (unless more specifically insured elsewhere)
- Crisis Containment - £100,000 in the aggregate any one period of insurance subject to 10% co-insurance clause or £10,000 deductible each and every loss whichever is the greater (unless more specifically insured elsewhere)
- Employee Related Accident Benefits as follows:
  - Death; Permanent Total Disablement £10,000
  - Permanent Loss of one or more limb, sight or hearing £10,000
  - Loss of one eye, one hand or foot or loss of speech £5,000
  - (unless more specifically insured elsewhere)
- Hirers Indemnity – arts performers (excluding any hypnosis or psychic type events) held on the Insured's premises solely in respect of circumstances such arts performers do not have more specific insurance in force.
- Sudden and Unforeseen Pollution including Bartoline clean-up costs - Current limit is £1m any one event and in aggregate not mentioned in tender with excess of £5k again not mentioned in tender
- Allegation of Nuisance and Interference with Rights to Light, Air, Water of Way.
- Equipment used as Tool of Trade – to include Lawnmowers etc.
- Various Annual Events to be included without charge.
- Wide definition of Employee to include temporary workers and persons on work experience.
- Very wide description of Business activity to include all work associated with statutory requirements to eliminate opportunity of additional premium being charged.
- Understanding of Business to include additional responsibilities and powers associated with newly acquired services from Central Government of Agencies.

**EXCESS:** Third Party Property Damage - £1,000

## CLAIMS LISTING & EXPERIENCE :

Claims Listing – As at 30<sup>th</sup> September 2025 as below



### Claims Experience

Policyholder: Antrim and Newtownabbey Borough Council

Policy Number: RSL1027000

Expiry Date: 31<sup>st</sup> March 2026

Date to which Claims Experience is completed: 30<sup>th</sup> September 2025

### Employers Liability Claims Experience

| Year of Insurance | Claims Paid | Claims Outstanding | Total Paid and Outstanding | Total Number of Claims |
|-------------------|-------------|--------------------|----------------------------|------------------------|
| 2020-2021         | £0.00       | £0.00              | £0.00                      | 1                      |
| 2021-2022         | £8,169.50   | £0.00              | £8,169.50                  | 2                      |
| 2022-2023         | £360.00     | £13,350.00         | £13,710.00                 | 4                      |
| 2023-2024         | £13,466.70  | £0.00              | £13,466.70                 | 5                      |
| 2024-2025         | £10,979.50  | £13,575.00         | £24,554.50                 | 3                      |
| 2025-2026         | £0.00       | £22,001.00         | £22,001.00                 | 2                      |

### Public Liability Claims Experience

| Year of Insurance | Claims Paid | Claims Outstanding | Total Paid and Outstanding | Total Number of Claims |
|-------------------|-------------|--------------------|----------------------------|------------------------|
| 2020-2021         | £293,421.59 | £272,193.00        | £565,614.59                | 22                     |
| 2021-2022         | £78,564.04  | £2,161,071.00      | £2,239,635.04              | 15                     |
| 2022-2023         | £197,666.84 | £305,922.00        | £503,588.84                | 15                     |
| 2023-2024         | 241,389.05  | £473,740.00        | £715,129.05                | 37                     |
| 2024-2025         | £60,774.35  | £280,183.00        | £340,957.35                | 23                     |
| 2025-2026         | £2,564.48   | £717,296.00        | £719,860.48                | 16                     |

## **LOT 2: CRIME**

### **SPECIFICATION OF REQUIREMENT:**

#### **COVER**

The Insurer shall indemnify the Insured against any Loss sustained by the Insured as a direct result of a Crime first Discovered in the Policy Period or Discovery Period.

#### **Limit of indemnity**

£1,000,000 Limit of Indemnity Any One Claim

Sub Limit:

£250,000 Expenses limit Each Crime (or 10% of the Loss Limit whichever is less)

Discover period - 90 Days

Territory - Worldwide

**EXCESS**      £25,000 Each & Every claim

### **INFORMATION TO TENDERERS:**

5 Year Claims Free Confirmed at 16<sup>th</sup> September 2025

## LOT 3: MARINE HULL

### SPECIFICATION OF REQUIREMENT:

**COVER** Vessels - £2,000,000 Limit

*Sub Limits:*

£2,000,000 Removal of Wreck  
£1,000,000 Contingent Motor Liability  
£2,000,000 Products Supplied (In the Aggregate)  
£2,000,000 Pollution (In the Aggregate)

£1,167 – 3.8m Boat Covered

**MT1100 – Insured Activities**

The following are added to the Insured Activities shown as covered in the Schedule:

Local authority including marina operator, public guardians and/or owners of marine property, harbour approaches, entrances, fairways, waterways, berths, wharves, quays, slipways, jetties, piers and pontoons.

**Insured Locations:** Antrim Lough Shore Pk, Lough Rd, Antrim, Co Antrim, BT41 4DG  
Cranfield Slipway, Cranfield Road, Cranfield, Co. Antrim, BT41 3ND

**EXCESS** £100 Each and Every Claim (does not apply for a Total Loss of a Vessel)  
£1,000 in respect of Third Party Property Damage

### INFORMATION TO TENDERERS:

Claims Free as at 9<sup>th</sup> September 2025

## **LOT 4: LEGAL EXPENSES – COUNCILLORS**

### **COUNCILLORS CODE OF CONDUCT LEGAL EXPENSES**

#### **Legal Protection for Councillors**

- Insured person is any elected appointed or co-opted member of the policyholder
- Legal costs to insured person against a complaint under the Code of Conduct Regulations.
- Legal costs in respect of investigations to indemnify insured person subject to policy terms conditions.

**COVER** - Insurers will represent the insured and negotiate for their legal rights throughout an investigation conducted by a local commissioner under part IX sections 55 and 56 of the local Government Act (Northern Ireland) 2014

40 Councillors

Limit of indemnity - £100,000 Any One Loss

Operative Covers –

Covering - Government act legal defence eurolaw and group assistance services

Helplines Eurolaw & Legal advice 0344 893 8165

#### **Main Exclusions**

- Further action taken by policyholder
- A claims where insured person fails to notify insurer of insured incident within a reasonable time of it happening and where failure adversely affects the prospect of successful recovering damages or making a successful defence.
- An incident arising before inception of policy
- Cost and expenses incurred before insurers written acceptance

## CLAIMS EXPERIENCE

Claims as at 9<sup>th</sup> September 2025:-

| Incident Date | Insured                  | Description   | Payments   | Estimate |
|---------------|--------------------------|---------------|------------|----------|
| 10/11/20      | Antrim & Newtownabbey BC | Legal Defence | £7,600     | £0       |
| 21/10/20      | Mr Ryan Wilson           | Legal Defence | £2,283     | £0       |
| 01/06/20      | Daniel De Burgh Kinahan  | Legal Defence | £0         | £0       |
| 24/10/19      | Antrim & Newtownabbey BC | Legal Defence | £0         | £0       |
| 19/09/19      | Antrim & Newtownabbey BC | Legal Defence | £0         | £0       |
| 19/09/19      | Antrim & Newtownabbey BC | Legal Defence | £0         | £0       |
| 19/09/19      | Antrim & Newtownabbey BC | Legal Defence | £8,169.20  | £0       |
| 05/02/18      | Antrim & Newtownabbey BC | Legal Defence | £28,265.00 | £0       |

## **LOT 5: LEGAL EXPENSES - COMMERCIAL**

### **SPECIFICATION OF REQUIREMENT:**

#### **Wageroll**

£19,670,000 for 24/25, this will be updated closer to renewal 2025.

#### **Legal Defence**

Insured Persons – Policyholder, Directors, Partners, Managers & Employees

Limit £250,000

Limit applies in the aggregate in respect of Employment Disputes Compensation Awards - £2,500,000 per period of insurance

Includes TUPE

Code of Practice or advice from DAS Legal Advice Service

Cover includes:

- Employment Disputes & Compensation Award
- Commercial Legal Advice
- DASbusiness law
- Counselling
- Tax Advice
- Legal Defence inc Motor Defence
- Property Protection
- Redundancy Approval
- Business Legal Healthcheck
- Crisis Containment
- Personal Injury

#### **Employment Disputes & Compensations Awards**

- TUPE included
- No reasonable prospects of success requirement (51%)
- Definition of insured person extended to include labour only contractors and the estates, heirs and legal representatives of an insured person
- Employee Legal Civil Defence
- No condition that the Insured must seek and follow advice from DAS prior to compensation award claim
- Investigation and disciplinary hearings conducted by any business association, professional or regulatory body
- Recovery of business property
- Employment restrictive covenants

#### **Legal Defence**

- Criminal pre-proceedings cover with Police or other criminal investigation body
- Criminal prosecution defence including motor prosecution defence
- Data protection and Information Commissioner Registration including Compensation Awards under section 13 of the Data Protection Act 1998 and an appeal against the refusal

- to register an application for registration
- Wrongful arrest
- Statutory notice appeals
- Jury service and court attendance
- No reasonable prospects of success (51%) requirement
- Definition of insured person extended to include labour only contractors and the estates, heirs and legal representatives of an insured person
- Extends to include countries within EU as well as other specified European Nations

## **Property Protection**

Costs and expenses for:

### **1 Property damage**

A civil dispute relating to physical property which is owned by you, or is your responsibility, following any event which causes physical damage to such property.

### **Nuisance or trespass**

A civil dispute relating to physical property which is:

(a) owned by you, or is your responsibility, following a legal nuisance or a trespass

(b) owned by, or the responsibility of, another party, and to which you are alleged to have committed legal nuisance or trespass.

### **Personal injury(New)**

**Costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

## **Crisis Containment**

24/7 telephone advice and guidance from PR Experts over the phone regarding a PR Crisis

Costs and expenses up to £10,000 to help manage a PR Crisis if necessary for:-

- Legal and PR assistance to help manage the crisis e.g. responding to media interest, drafting press releases/statements, business communications etc.

## **ENDORSEMENTS TO INCLUDE**

Removal of waiting period EMP

Based upon Gross wages – Adjustable at year end

Current Gross Wageroll 2025/2026 – Projected wageroll to follow

Year End adjustment agreement if wageroll declaration falls within plus or minus 10% of the projected figure for that period of cover Insurer will not apply an AP or RP.

However, if the adjusted premium is above or below the threshold of 10% insurer will provide the declaration as per normal

Policy benefits to include but not limited to:

- On-line access to additional services
- Helpline
- Employment Manual

## INFORMATION TO TENDERERS

### Claims Experience as at 9<sup>th</sup> September 2025:-

| Incident Date | Insured                  | Description                     | Payments   | Estimate   |
|---------------|--------------------------|---------------------------------|------------|------------|
| 30/04/24      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £0.00      | £27,516.00 |
| 29/10/22      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £5,841.00  | £0.00      |
| 08/07/21      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £6,729.30  | £0.00      |
| 05/05/21      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £14,236.26 | £0.00      |
| 26/06/20      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £2,791.00  | £0.00      |
| 17/06/20      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £2,340.00  | £0.00      |
| 01/09/19      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £771.76    | £0.00      |
| 19/07/19      | Antrim & Newtownabbey BC | Legal Defence inc Motor Defence | £0.00      | £0.00      |
| 09/07/19      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £19,458.50 | £0.00      |
| 03/01/19      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £6,241.10  | £0.00      |
| 06/08/18      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £6,403.00  | £0.00      |
| 04/07/18      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £8,875.00  | £0.00      |
| 22/05/18      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £2,283.50  | £0.00      |
| 20/03/18      | TBC                      | Employment Disputes/Awards      | £0.00      | £0.00      |
| 21/12/17      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £7,267.80  | £0.00      |
| 16/11/17      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £7,570.72  | £0.00      |
| 03/09/17      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £7,900.00  | £0.00      |
| 13/06/17      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £2,111.17  | £0.00      |
| 22/05/17      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £2,748.00  | £0.00      |
| 23/02/16      | TBC                      | Employment Disputes/Awards      | £7,400.00  | £0.00      |
| 21/12/15      | TBC                      | Employment Disputes/Awards      | £4,630.00  | £0.00      |
| 05/10/15      | TBC                      | Employment Disputes/Awards      | £8,752.80  | £0.00      |
| 06/07/15      | TBC                      | Employment Disputes/Awards      | £1,376.00  | £0.00      |
| 01/04/15      | TBC                      | Employment Disputes/Awards      | £1,348.00  | £0.00      |
| 01/04/15      | Antrim & Newtownabbey BC | Employment Disputes/Awards      | £0.00      | £19,772.00 |