



## London Borough of Enfield

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<b>Report Title</b>	Corporate & Leasehold Property Insurance Arrangements
<b>Report to</b>	Cllr Tim Leaver, Cabinet Member for Finance and Procurement
<b>Date of Meeting</b>	30 October 2023
<b>Cabinet Member</b>	Cllr Tim Leaver, Cabinet Member for Finance and Procurement
<b>Executive Director / Director</b>	Terry Osborne, Director of Law & Governance
<b>Report Author</b>	Gemma Young gemma.young@enfield.gov.uk
<b>Ward(s) affected</b>	All
<b>Key Decision Number</b>	5671
<b>Classification</b>	Part 1 Public

### Purpose of Report

- 1.1 The Council's insurance cover is provided through a mix of internal (self-insurance) and external arrangements. Having adequate external insurance in place is integral to the functioning of the authority, enabling the Council to meet insurable financial losses that may arise from the delivery of services.
- 1.2 The Council last tendered its corporate and leasehold property insurance policies in 2019 (Key Decision 3810) when a five-year (3 years +1 +1) Long-Term Agreement (LTA) was entered into with a number of insurers. The LTA is due to expire on 31 March 2024.
- 1.3 In January 2023 the Council was notified that the existing leasehold property insurer was exiting the market and would not be able to provide cover from 1 April 2023. An alternative provider was procured for a one-

year contract running from 1 April 2023 to 31 March 2024 (Key Decision 5584).

- 1.4 In order that the Council can maintain protection against its legal liabilities and significant financial risks, there is a need for a new insurance arrangement to be agreed and in place by 1 April 2024.

## **Recommendations**

- I. To agree to tender the insurance contract using ESPO Insurance YPO framework
- II. As part of the tender, to consider and accept premium quotations for alternative policy excesses that offer the best balance between risk and cost to the Council.
- III. To delegate the final decision to award the contract to the Executive Director Resources following consultation with the Cabinet Member for Finance and Procurement
- IV. To delegate the decision to annually renew the policies throughout the duration of the contract to the Director of Law & Governance.

## **Background and Options**

### **Current Insurance Arrangements - Corporate**

2. The Council's insurance cover is provided through a mix of internal (self-insurance) and external arrangements. The Council's insurance fund meets the costs of self-insured claims and claims within the policy excesses, up to the aggregate stop limit (maximum payable by the Council in each policy year). Costs of claims above these levels are met by the external insurance providers.
3. Following a procurement exercise for the provision of external corporate insurance arrangements, the Council entered into a contract on 1 April 21019. The contract was let on the basis of a three-year Long-Term Agreement (LTA) ending 31 March 2022, with the option to extend for a further two years in increments of twelve months. The reasoning behind tendering on a 3 year +1 +1 basis was to give the Council the opportunity to join the Local Government Mutual (LGM) once it became operational. However, the LGM has not become operational.
4. The Council benefits from LTA premium discounts under the contract.
5. The contract was awarded as follows:

CATEGORY	INSURER
Property	Zurich Municipal
Combined liability	QBE
Motor	Zurich Municipal
Additional Covers	Zurich Municipal
Standalone policies	Zurich Municipal
Engineering inspection*	Zurich Municipal

\*From April 2024 the Engineering inspection contract will be procured by Housing and Corporate Maintenance Facilities Management.

### **Current Insurance Arrangements – Leasehold Property**

6. The Leasehold Property policy was last tendered in 2019 and the Council entered into a contract with Avid. The contract was let on the same basis as the Corporate insurance.
7. In January 2023 Avid gave notice that they were exiting the market and were unable to provide cover from 1 April 2023.
8. Due to the timescales involved a one year contract (commencing on 1 April 2023) was entered into with Protector Insurance (Key Decision 5584).
9. The insurance premium is recharged in full to leaseholders via their service charge.

### **2023 Tender– Corporate & Leasehold**

10. We intend to out the insurance contract out to tender in November 2023. To provide the best premium rates, the likely duration for the insurance contract will be five years.
11. The contracts for Corporate insurance cover and leasehold property cover will be procured separately, however the process will run concurrently.
12. The Corporate insurance contract will be split into the following lots:
  - Lot 1 - Material Damage - Buildings
  - Lot 2 - Liability
  - Lot 3 - Motor Fleet
  - Lot 4 - Group Personal Accident & Travel
  - Lot 5 - Contract Works
  - Lot 6 - Fidelity Guarantee
  - Lot 7 - Fine Arts
  - Lot 8 - Commercial Leased Properties
  - Lot 9 - Motor Uninsured Loss Recovery

### **Exploring Differing Excess Levels - Corporate**

13. To self-insure risks, an organisation is required to maintain adequate levels of resource to meet all claims made against it. To achieve this, the policy excesses are set at levels that provide the best balance between risk and cost.
14. For the Council, excess levels have been set on a policy-by-policy basis and range from £250 to a maximum of £500,000.
15. For liability, motor, and most properties policies the Council holds a £500,000 excess. Therefore the first £500,000 of each and every claim is paid for by council funds. In order to cover this, relevant departments contribute to the internal insurance fund.
16. It is proposed that the invitation to tender should specify a requirement to offer premium quotations for the existing excesses but also an alternative policy excess of £250,000 and £1m to explore if there any significant premium savings or contribution savings.
17. The reason for requesting a lower excess of £250,000 is due to the Council's good claims experience across most classes of insurance. Very few claims exceed £250,000 and in the last ten years only five claims exceeded £250,000.

### **Exploring Differing Excess Levels – Leasehold**

18. The one-year contract with Protector Insurance has two levels of excess: £1000 for subsidence and £50 for all other causes.
19. It is proposed that the invitation to tender should specify a requirement to offer premium quotations for the existing excesses and also an alternative policy excess from £50 to £250 for all other causes except subsidence, which would remain at £1000.

### **Evaluation Criteria**

20. The basic structure of insurance policy wordings across the market is broadly similar and the industry is heavily regulated, therefore this will be a price led procurement exercise. The quality score will be awarded based on policy cover enhancements, lack of cover restriction and quality of claims service.
21. Bid evaluation will be on the following basis:

Price	70%
Quality	20%
Sustainable & ethical procurement	10%

### **Insurance Market**

22. The insurance market is generally cyclical and operates on approximately a ten-year cycle. Within this ten-year cycle there is usually a soft market (low premiums, extensive cover, high capacity) for five years and then a hard market (high premiums, restrictions in cover, low capacity) for the next five years.
23. At the time of the last tender the market was soft, and the Council was able to achieve premium savings. Towards the end of 2019 the market started to harden and this was exacerbated by the global impact of Covid-19. The consequences of this prolonged hard market are that increases in premium and restrictions in cover or certain risks at not being covered at all are likely.
24. To mitigate these likely consequences, we will be highlighting the Council's sound risk management practices and our good claims experience. We will also emphasise the positive results of recent risk reviews undertaken by our current insurers with respect to motor and highways claims.

### **Soft Market Engagement**

25. A soft market engagement exercise has been undertaken to gain market intelligence prior to agreeing the final scope of the tender. A total of eleven expressions of interest have been received.

### **Preferred Option and Reasons for Preferred Option**

26. Our option is to go out to market via the ESPO Insurance DPS framework.
27. The ESPO Insurance DPS framework provides a list of insurance companies who have already expressed interest in the public sector insurance market. As all providers have been initially assessed as being capable of providing the range of insurances required by local authorities, this reduces the risk of the Council placing business with an insurer who may not have the capabilities to cover the specialised risks involved in Council operations.
28. As the terms and conditions of all insurers on the framework have already been agreed, the need to conduct lengthy negotiation or consultation is reduced. Non-cashable savings will be made because the timescales of the process and the resources required will be reduced.
29. There is a 0.5% management fee applicable.
30. This approach was used successfully in the previous tender in 2019 (Key Decision 3810).

### **Relevance to Council Plans and Strategies**

31. Ensuring that the council has adequate insurance cover supports the priorities set out in the Council Plan 2023-26. It allows for financial resilience as it transfers the financial risk for catastrophic losses from the council to insurers. It allows for continuity of operational activities and the freedom to pursue strategic goals. As part of the insurance programme we are also able to obtain risk management guidance on insurable risks and analyse claim trends to improve services across the council. Having adequate insurance should provide confidence within the council and to our residents that if a catastrophic event were to occur the council would have the appropriate financial protection. Some examples of how insurance supports the council's priorities are:
32. **Clean and green spaces** – adequate insurance enables operational activities to thrive, as cover is in place for damage, loss or injury.
33. **More and better homes** - Insurance allows for the efficient repair of residential dwellings (both leasehold and council tenanted) caused by an insured event to ensure that homes are kept in a good standard of repair.
34. **Strong, healthy and safe communities** – insurance cover allows for activities to continue as cover is in place for damage, loss or injury. Analysing claim trends can assist with identifying issues and therefore targeting resources more effectively.
35. **Thriving children and young people** - Insurance supports the provision of youth centres, playgrounds, playschemes and summer holiday activities as it provides financial cover for loss, damage or injury.
36. **An economy that works for everyone** – transferring the financial risk to a third-party organisation allows greater financial resilience and stability for the council, which ensures resources are focused on delivering positive outcomes for local residents and businesses.

## **Procurement Implications**

37. Imps provided by T E Sargent 04/10/2023
38. Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPR's) and the Public Contracts Regulations (2015).
39. The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.
40. All awarded projects must be promoted to Contracts Finder to comply with the Government's transparency requirements.

41. Due Diligence has been carried out on the Eastern Shires Purchasing Organisation (DPS) framework and is legally compliant and will be accessed in accordance with the rules.
42. A broker has been instructed as per the requirements of the framework.

### **Financial Implications**

43. Provided by Omar Syed 20/10/23
44. The outcome of the tender exercise will inform whether savings in insurance premiums can be realised. This will impact Schools, HRA and General Fund budgets.
45. Any General Fund saving will transfer to the Insurance Fund earmarked reserve to help manage the impact of future insurance liabilities.
46. A saving in the HRA insurance premium will impact positively on HRA leaseholders and consequently the HRA budget.
47. Similarly, schools will benefit from a reduction in insurance premiums.
48. If there is a higher premium to the Leasehold Property insurance, this is recharged in full to leaseholders via their service charge. The Council does not subsidise or contribute to premium increases.
49. Any insurance increases will need to be funded by Schools or the HRA.
50. In terms of an additional cost in insurance premiums to General Fund budgets this will need to be funded initially through an adjustment to the Insurance Fund earmarked reserve which exists to manage volatility in insurance claims. The Insurance Fund earmarked reserve balance is informed by a periodic actuarial report. Depending on the outcome of the tender process, should an ongoing General Fund budget pressure arise this will need to be considered to be addressed through the Medium Term Financial Planning process. Likewise, the opposite would apply to any savings that might result from the tender process.

### **Legal Implications**

51. Section 111 of the Local Government Act 1972 permits local authorities to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions. In addition, the Council has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals may do, provided it is not prohibited by legislation and subject to Public Law principles. The procurement of insurance to support the Council's functions is in accordance with these powers.
52. As the estimated contract value exceeds the relevant threshold under the

Public Contracts Regulations 2015, 'PCR 2015' (currently £213,477 inclusive of VAT), the Council must ensure compliance with the PCR 2015 and its Constitution - in particular, the Contract Procedure Rules ('CPRs'). The use of a framework/ DPS is a compliant route to market, provided that the Council can legitimately use the framework/DPS, it offers best value and the award process complies with the terms of the framework/DPS.

53. The terms of the call-off contract must be consistent with the framework/DPS, and in a form approved by Legal Services on behalf of the Director of Law and Governance.
54. Where the value of a contract entered into by the Council is over £1 million, under the Council's CPR the Supplier must be required to provide 'sufficient security' (e.g. a performance bond or parent company guarantee). Evidence of the form of security required, or why no security was required, must be stored and retained on the E-Tendering Portal for audit purposes. Where the Supplier cannot provide such security, but the Council has no acceptable alternative provider or has decided to accept the level of risk, then the Executive Director of Resources must approve the financial risk prior to any award. The relevant Authority Report must set out the reason why it is proposed that the contract should be awarded despite absence of security and what measures are to be taken to manage this risk.
55. Section 20 of the Landlord and Tenant Act 1985 (as amended by S151 of the Commonhold and Leasehold Reform Act 2002) sets out the precise procedures landlords must follow before requiring Leaseholders to pay variable service charges; these are set out in the Service Charges (Consultation Requirements) (England) Regulations 2003 ('the Regulations').
56. Where a proposed contract is likely to exceed 12 months, this would be considered a qualifying long-term agreement requiring consultation where the amount payable by any one contributing leaseholder under the agreement in any accounting period exceeds £100. There are usually 3 stages to the consultation for qualifying long-term agreement: (i) Pre-tender stage where we send a Notice of intention; (ii) Tender stage – Preparation of landlord's proposals and (iii) Award of contract Notification of the award of contract. The first two stages require a 30-day consultation period and the last stage requires the Council to provide a 21-day period for leaseholders to respond. If consultation is not undertaken, the landlord may not be able to recover than £100 per leaseholder in any accounting period towards the costs under the agreement.
57. Alternatively, the Council can make an application with the Tribunal to dispense with the consultation requirements under S 20ZA of the Landlord and Tenant Act 1985 if satisfied that it is reasonable to dispense with the requirements. The Supreme Court in 2013 set out its views on how Tribunals should deal with applications for dispensation from landlords (*Daejan Investments v Benson*). The Court confirmed that the financial consequences of the grant or refusal of dispensation are irrelevant



to the exercise of discretion under section 20ZA and held that significant prejudice to the leaseholders is a fundamental consideration in exercising the discretion to dispense.

58. The Housing Act 1985, Schedule 6, concerns Leases of a term not less than 125 years with Part III therein outlining Covenants by the Landlord at paragraphs 14-15. In summary, paragraph 14(2) and (14(3) inserts implied covenants by the landlord to keep in repair the structure and exterior of the dwelling-house and of the building in which it is situated (including drains, gutters and external pipes) and to make good any defect affecting that structure; and to ensure, so far as practicable, that services which are to be provided by the landlord and to which the tenant is entitled (whether by himself or in common with others) are maintained at a reasonable level and to keep in repair any installation connected with the provision of those services. There is a further implied covenant that the landlord shall rebuild or reinstate the dwelling-house and the building in which it is situated in the case of destruction or damage by fire, tempest, flood or any other cause against the risk of which it is normal practice to insure. Paragraph 16A-E provides for Service charges and other contributions payable by the tenant; in summary Paragraph 16A outlines that the lease may require the tenant to bear a reasonable part of the costs incurred by the landlord in discharging or insuring against the obligations imposed by the covenants implied by virtue of paragraph 14(2) and (14(3) relating to repairs, making good structural defects, provision of services and rebuilding or reinstatement, etc. respectively).
59. Where the lease requires the tenant to contribute to the costs of insurance, it shall provide that the tenant is entitled to inspect the relevant policy at such reasonable times as may be specified in the lease.

### **Equalities Implications**

60. Provided by Lucy Nasby 16/10/23
61. We have identified no differential impact on the nine protected characteristics under the Equality Act 2010.
62. An Enfield Equality Impact Assessment (EqIA) can be found in Appendix B. This EqIA identified that for the leasehold contract only, a differential impact for leaseholders in terms of socio-economic deprivation. This is because of an uncompetitive market, there may be an increase in the insurance premium and will increase the costs for leaseholders.
63. We do not consider that the Council can offer to pay on behalf of leaseholders as there will be a conflict with other services/funding offered to residents.  
However, the current contract is a 12 month only contract and as we are requesting a 60 month contract (5 years) there may be a premium reduction.

64. To mitigate this impact, we will work with Finance and other teams to develop strategies to lessen the burden for leaseholders e.g., payment by instalments or alternative allocation methodologies if the premium increases significantly.

### **Environmental and Climate Change Implications**

65. Provided by Vera Vajda 02/10/23
66. The Sustainable and Ethical Procurement Policy should be referenced at the tender and evaluation process

### **Property Implications**

67. Provided by Katie Smith 19/10/23
68. This procurement will ensure that all Council properties continue to be insured correctly and in line with the Council's contractual obligations and reduces its risk by having appropriately insured buildings.

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### **Appendix**

**Appendix A: Indicative Timetable**  
**Appendix B: Equality Impact Assessment**

### **Background Papers**

None

**Departmental reference number, if relevant:** CE 23/020

## Appendix A

### Indicative Timetable

Milestone	Deadline
1 <sup>st</sup> S.20 consultation begins (Leasehold Property)	12 September 2023
1 <sup>st</sup> S.20 consultation ends	16 October 2023
Tender published	6 November 2023
Tender bid deadline	6 December 2023
Evaluation completed	5 January 2024
2 <sup>nd</sup> S.20 consultation begins	12 January 2024
2 <sup>nd</sup> S.20 consultation ends	12 February 2024
Report to Cabinet Member for Finance and Procurement and Executive Director, Resources	19 February 2024
Letters to bidders	1 March 2024
Insurance placed	12 March 2024
Contract starts	1 April 2024

## **Enfield Equality Impact Assessment (EqIA) Appendix B**

### **Introduction**

The purpose of an Equality Impact Assessment (EqIA) is to help Enfield Council make sure it does not discriminate against service users, residents and staff, and that we promote equality where possible. Completing the assessment is a way to make sure everyone involved in a decision or activity thinks carefully about the likely impact of their work and that we take appropriate action in response to this analysis.

The EqIA provides a way to systematically assess and record the likely equality impact of an activity, policy, strategy, budget change or any other decision.

The assessment helps us to focus on the impact on people who share one of the different nine protected characteristics as defined by the Equality Act 2010 as well as on people who are disadvantaged due to socio-economic factors. The assessment involves anticipating the consequences of the activity or decision on different groups of people and making sure that:

- unlawful discrimination is eliminated
- opportunities for advancing equal opportunities are maximised
- opportunities for fostering good relations are maximised.

The EqIA is carried out by completing this form. To complete it you will need to:

- use local or national research which relates to how the activity/ policy/ strategy/ budget change or decision being made may impact on different people in different ways based on their protected characteristic or socio-economic status;
- where possible, analyse any equality data we have on the people in Enfield who will be affected eg equality data on service users and/or equality data on the Enfield population;
- refer to the engagement and/ or consultation you have carried out with stakeholders, including the community and/or voluntary and community sector groups you consulted and their views. Consider what this engagement showed us about the likely impact of the activity/ policy/ strategy/ budget change or decision on different groups.

The results of the EqIA should be used to inform the proposal/ recommended decision and changes should be made to the proposal/ recommended decision as a result of the assessment where required. Any ongoing/ future mitigating actions required should be set out in the action plan at the end of the assessment.

## Section 1 – Equality analysis details

<b>Title of service activity / policy/ strategy/ budget change/ decision that you are assessing</b>	Corporate & Leasehold property insurance – authority to tender the contract.
<b>Team/ Department</b>	Audit & Risk Management Service Chief Executive’s Department
<b>Executive Director</b>	Terry Osborne Director of Law & Governance
<b>Cabinet Member</b>	Cllr Tim Leaver Cabinet Member for Finance & Procurement
<b>Author(s) name(s) and contact details</b>	Gemma Young Head of Internal Audit & Risk Management Gemma.Young@enfield.gov.uk
<b>Committee name and date of decision</b>	Key Decision 5671 30 October 2023

<b>Date the EqIA was reviewed by the Corporate Strategy Service</b>	
<b>Name of Head of Service responsible for implementing the EqIA actions (if any)</b>	<b>Gemma Young</b> <b>Head of Internal Audit &amp; Risk Management</b>
<b>Name of Director who has approved the EqIA</b>	

The completed EqIA should be included as an appendix to relevant EMT/ Delegated Authority/ Cabinet/ Council reports regarding the service activity/ policy/ strategy/ budget change/ decision. Decision-makers should be confident that a robust EqIA has taken place, that any necessary mitigating action has been taken and that there are robust arrangements in place to ensure any necessary ongoing actions are delivered.

## Section 2 – Summary of proposal

Please give a brief summary of the proposed service change / policy/ strategy/ budget change/project plan/ key decision

**Please summarise briefly:**

What is the proposed decision or change?

What are the reasons for the decision or change?

What outcomes are you hoping to achieve from this change?  
Who will be impacted by the project or change - staff, service users, or the wider community?

Our current corporate and leasehold insurance contracts are due to expire on 31 March 2023.

In order that the Council can maintain protection against its legal liabilities and significant financial risks, there is a need for a new arrangement to be agreed and in place for 1 April 2024 to ensure continuance of cover for both corporate and leasehold risks.

The Corporate insurance is funded by council budgets. Whereas the Leasehold property insurance is recharged to leaseholders in full as part of their service charge.

The insurance market is currently hard – which equates to fewer Insurers, higher premiums and/or restrictions in cover. There may be premium increases due to the hard market. These increases will affect council budgets for the corporate insurance contract and as leasehold premiums are fully recharged to leaseholders if there is a premium increase it may disadvantage socio- economically deprived leaseholders.

## Section 3 – Equality analysis

This section asks you to consider the potential differential impact of the proposed decision or change on different protected characteristics, and what mitigating actions should be taken to avoid or counteract any negative impact.

According to the Equality Act 2010, protected characteristics are aspects of a person's identity that make them who they are. The law defines 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment.
4. Marriage and civil partnership.
5. Pregnancy and maternity.
6. Race
7. Religion or belief.
8. Sex
9. Sexual orientation.

At Enfield Council, we also consider socio-economic status as an additional characteristic.

“Differential impact” means that people of a particular protected characteristic (eg people of a particular age, people with a disability, people of a particular gender, or people from a particular race and religion) will be significantly more affected by the change than other groups. Please consider both potential positive and negative impacts, and provide evidence to explain why this group might be particularly affected. If there is no differential impact for that group, briefly explain why this is not applicable.

Please consider how the proposed change will affect staff, service users or members of the wider community who share one of the following protected characteristics.

**Detailed information and guidance on how to carry out an Equality Impact Assessment is available [here](#). (link to guidance document once approved)**

<p><b>Age</b></p> <p>This can refer to people of a specific age e.g. 18-year olds, or age range e.g. 0-18 year olds.</p>
<p>Will the proposed change to service/policy/budget have a <b>differential impact [positive or negative]</b> on people of a specific age or age group (e.g. older or younger people)?</p> <p><b>No</b></p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p><b>Mitigating actions to be taken</b></p>

<p><b>Disability</b></p> <p>A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on the person's ability to carry out normal day-day activities.</p> <p>This could include: physical impairment, hearing impairment, visual impairment, learning difficulties, long-standing illness or health condition, mental illness, substance abuse or other impairments.</p>
<p>Will the proposed change to service/policy/budget have a <b>differential impact [positive or negative]</b> on people with disabilities?</p> <p><b>No</b></p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p><b>Mitigating actions to be taken</b></p>



<p><b>Gender Reassignment</b></p> <p>This refers to people who are proposing to undergo, are undergoing, or have undergone a process (or part of a process) to reassign their sex by changing physiological or other attributes of sex.</p>
<p>Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on transgender people?</p> <p><b>No</b></p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p><b>Mitigating actions to be taken</b></p>

<p><b>Marriage and Civil Partnership</b></p> <p>Marriage and civil partnerships are different ways of legally recognising relationships. The formation of a civil partnership must remain secular, where-as a marriage can be conducted through either religious or civil ceremonies. In the U.K both marriages and civil partnerships can be same sex or mixed sex. Civil partners must be treated the same as married couples on a wide range of legal matters.</p>
<p>Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on people in a marriage or civil partnership?</p> <p><b>No</b></p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p><b>Mitigating actions to be taken</b></p>

<p><b>Pregnancy and maternity</b></p> <p>Pregnancy refers to the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.</p>
<p>Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on pregnancy and maternity?</p> <p><b>No</b></p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p><b>Mitigating actions to be taken</b></p>

<p><b>Race</b></p> <p>This refers to a group of people defined by their race, colour, and nationality (including citizenship), ethnic or national origins.</p>
<p>Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on people of a certain race?</p> <p><b>No</b></p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p><b>Mitigating actions to be taken</b></p>

<p><b>Religion and belief</b></p> <p>Religion refers to a person's faith (e.g. Buddhism, Islam, Christianity, Judaism, Sikhism, Hinduism). Belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live.</p>
<p>Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on people who follow a religion or belief, including lack of belief?</p> <p><b>No</b></p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p><b>Mitigating actions to be taken</b></p> <p>.</p>

<p><b>Sex</b></p> <p>Sex refers to whether you are a female or male.</p>
<p>Will this change to service/policy/budget have a <b>differential impact [positive or negative]</b> on females or males?</p> <p><b>No</b></p> <p>Please provide evidence to explain why this group may be particularly affected.</p>
<p><b>Mitigating actions to be taken</b></p>

<p><b>Sexual Orientation</b></p> <p>This refers to whether a person is sexually attracted to people of the same sex or a different sex to themselves. Please consider the impact on people who identify as heterosexual, bisexual, gay, lesbian, non-binary or asexual.</p>
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Will this change to service/policy/budget have a **differential impact [positive or negative]** on people with a particular sexual orientation?

**No**

Please provide evidence to explain why this group may be particularly affected.

**Mitigating actions to be taken**

**Socio-economic deprivation**

This refers to people who are disadvantaged due to socio-economic factors e.g. unemployment, low income, low academic qualifications or living in a deprived area, social housing or unstable housing.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who are socio-economically disadvantaged?

**Yes**

Please provide evidence to explain why this group may be particularly affected.

For the leasehold contract only - due to the hard market there may be an increase in premium and this increase may affect this group.  
We do not consider that the Council can offer to pay on behalf of leaseholders as there will be a conflict with other services/funding offered to residents.  
However, the current contract is a 12 month only contract and as we are requesting a 60 month contract (5 years) there may be a premium reduction.

**Mitigating actions to be taken.**

We will work with Finance and other teams to develop strategies to lessen the burden for leaseholders e.g. payment by instalments or alternative allocation methodologies if the premium increases significantly.

## Section 4 – Monitoring and review

How do you intend to monitor and review the effects of this proposal?

Who will be responsible for assessing the effects of this proposal?

For the leasehold contract only - the normal Council processes in terms of collection of service charges will monitor the payment of service charges and leasehold insurance premiums.

## Section 5 – Action plan for mitigating actions

Any actions that are already completed should be captured in the equality analysis section above. Any actions that will be implemented once the decision has been made should be captured here.

Identified Issue	Action Required	Lead officer	Timescale/By When	Costs	Review Date/Comments