MASTER SCHEDULE

Policy Number	UC POP 3838790
Schedule Number	TRV0125 04/12
Broker	Jardine Lloyd Thompson Public Sector Risks
	UC 6973
Named Insured	London Borough of Enfield and Enfield Homes
Postal Address	Civic Centre Silver Street Enfield EN1 3XF
Business	London Borough Council
Period of Insurance	A) EFFECTIVE 1st April 2013
	B) TO 31st March 2014 (Both Dates Inclusive)
Renewal Date	1st April 2014

MASTER SCHEDULE (Continued)

The following Section(s) and Operational Extension Clauses of the Policy are operative

Section(s) / Optional Extension Clauses	Renewal Premium(s)	Future Annual Premium(s)
Employers' Liability		
Public and Products Liability		
Officials' Indemnity		
Professional Indemnity		
Sub Total		
Insurance Premium Tax		
Total		

Schedule Issued Code TRV0125 04/12

Policy Endorsement(s) GE19A, GE20, GE26, 1, 2

GENERAL ENDORSEMENT

GE19A Liability Coverages - Delegated Claims Handling and Notification (amended duties owed by the Named Insured)

Policy Number UC POP 3838790

Effective Date 1st April 2013

Named Insured London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

This endorsement applies to the following sections (the 'Liability Section(s)') where operative

(a) Employers' Liability Section
(b) Public and Products Liability Section
(c) Professional Indemnity Section
(d) Officials' Indemnity Section
(e) Cover 1 - Third Party Liability of the Motor Fleet Section

The Company having agreed in writing to delegate to the Named Insured the responsibility to investigate adjust defend and/or settle claims the Named Insured accepts and shall comply with the following in their performance of this undertaking

It is agreed that

(A) General Condition 6(a) 6(d) and 6(g) and equivalent conditions within Condition 1of the Professional Indemnity Section are deleted and

(B) General Condition 6(b) 6(c) 6(e) and 6(f) and equivalent conditions within Condition 1of the Professional Indemnity Section remain in full and effective force other than where expressly modified by this endorsement

and if circumstances should exist and/or on the happening of any Event which may give rise to a claim under this Policy the Named Insured shall instead comply with the following

1. The Named Insured shall give written notice as soon as possible (but no later than ten (10) business days from the date the Insured has knowledge) to the Company of every such claim or potential claim

   (a) where the Case Reserve exceeds 50% of the Deductible or

   (b) involving

      A. death
      B. serious injury
      C. disease
      D. adverse publicity whether actual or anticipated
      E. multiple claims involving Bodily Injury from one Event
      F. Abuse

   whether or not the Named Insured is of the opinion that they will become legally liable to pay

Compensation

Serious injuries include but are not limited to

(i) Spinal Cord Injury – e.g. paraplegia quadriplegia tetraplegia

(ii) Amputations - requiring a prosthesis

(iii) Brain damage affecting mentality or central nervous system including but not limited to permanent disorientation behaviour disorder personality change seizures motor deficit inability to speak (Aphasia) hemiplegia or unconsciousness (Comatose)

(iv) Blindness

(v) Burns involving over 10% of body with third degree or 30% with second degree

(vi) Multiple fractures involving more than one member or non-union

(vii) Fracture of both heel bones (Fractured or Bilateral OS Calcis)

(viii) Nerve damage causing paralysis and loss of sensation in arm and hand (Brachial Plexus Nerve Damage)

(ix) Massive internal injuries affecting body organs

(x) Injury to nerve at base of spinal canal (Cauda Equina) or any other back injury resulting in incontinence of bowel and/or bladder

2. The Named Insured shall establish and maintain a Case Reserve with respect to each claim or potential claim and shall revise such Case Reserve from time to time on the basis of developments and facts known at the time of such revision or as directed by the Company The Case Reserve shall reflect the likely reasonable and realistic exposure at the time of calculation

3. The Company must approve in writing in advance any claim administrator(s) the Named Insured utilises for claim handling services

   Where the Named Insured utilises a claim administrator(s) for claim handling services the undertakings in General Condition 6(b) and 6(c) shall be observed and complied with between the Named Insured and such claim administrator(s) in the same manner as if the claim administrator(s) were the Company

   Where the claim or potential claim is subject to the undertakings within paragraph 1 above then the Named Insured (and/or such claim administrator(s) as agent of the Named Insured) shall forward documents to the Company as required under General Condition 6(b) and 6(c)

4. When a claim has been settled or adjudicated the Named Insured will promptly pay the amount of such claim up to the amount of the Deductible to the party to whom the payment is due

   For the avoidance of doubt in connection with the obligation under this paragraph 4 the applicable Deductible will be applied separately to each claim first as respects the payment of loss and then to the payment of Claim Investigation Expenses

5. the Named Insured will have no authority to pay or agree to pay any amount of a claim or potential claim greater than the amount of the Deductible without the Company's prior written consent

6. Notwithstanding the Company having delegated to the Named Insured the responsibility to investigate adjust defend and/or settle claims

(a) the Company has the right duty and ultimate authority to investigate defend or settle any claim The Company has the right to establish or revise any Case Reserve with respect to claims under the Policy

(b) the Company will have the right to associate with the Named Insured in the defence of any claim or to assume control of the defence of any claim The assumption of control shall include but not be limited to the investigation and settlement of any claim the selection or retention of counsel and appeal of any judgement

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENT

GE20 Deductible And Aggregate Deductible Limit Provisions

Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

Article 1

It is noted and agreed that in respect of the Sections of the Policy stated below the amounts for which the Named Insured shall be responsible for as a Deductible are stated below (and not in the Schedule)

Deductible applicable under the following Sections of the Policy:	**Deductible amount:**	
Employers' Liability Section		
a Deductible shall apply as follows	£250,000	subject to an Aggregate Deductible Limit of [redacted] and thereafter upon exhaustion of such Aggregate Deductible Limit [redacted]
Public and Products Liability Section		
a Deductible shall apply as follows	£250,000	

Article 2

The amount of any Aggregate Deductible Limit specified in Article 1 of this endorsement stated as applying to the

(a) Employers' Liability Section

(b) Public and Products Liability Section

will be adjusted at each Renewal Date to take into account any rise in the Average Weekly Earnings Index for Public Sector Employees issued by the Office for National Statistics applicable to the continuous period of 12 months which expires 3 months prior to the month in which the Renewal Date falls

Any such increase in line with the index noted above shall not constitute a material change in the terms of the Policy and for the avoidance of doubt shall not be in breach of any long term undertaking entered into between the Company and the Named Insured

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENT

GE26 Delegated Claims Handling - Bordereaux Reporting And Disposition Of Claims

Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The Company having agreed in writing to delegate to the Named Insured the responsibility to investigate adjust defend and/or settle claims the Named Insured accepts and shall comply with the following in their performance of this undertaking

1. The Company must approve in writing in advance any claim administrator(s) the Named Insured utilises for claim handling services

2. The Named Insured will furnish the Company with:

   (a) a report (the frequency of such reports to be supplied as required by the Company in writing or to be supplied upon request by the Company) which provides details of all claims paid and outstanding and which provides the following minimum information

   (i) the period of cover
   (ii) the identity of the claimants or injured parties
   (iii) the dates places description and cause of injuries or damages
   (iv) the amounts of the Case Reserve for such claim

   so that any Aggregate Deductible Limit applicable to the Policy can be monitored

   This obligation continues even if the Policy is lapsed or cancelled until such time the Company agrees in writing that it no longer requires the information

   Failure to supply such claim reports required by the Company to enable any Aggregate Deductible Limit applicable to the Policy to be monitored and controlled by the Company will result in the Aggregate Deductible Limit being null and void and in the event of a breach of the Aggregate Deductible Limit amount the Named Insured shall continue to be responsible for amounts stated as applying to any Section as a Deductible

   (b) other claim information or reports as requested by the Company from time to time

3. The Company shall have the right to inspect audit and copy during normal business hours all files data and other written information in the possession of the Named Insured or any claim administrator(s) the Named Insured utilises for claim handling services relating to claims

4. The Named Insured and the Company agree that all claim files in the possession of the Named Insured or its successor assignee nominee trustee or any claim administrator(s) the Named Insured utilises for claim handling services are the joint property of both parties

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL ENDORSEMENT

General Endorsement Number	1
Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

Long Term Agreement

In consideration of a discount of 5 per cent being allowed off the premium(s) on this policy the Insured undertakes with effect from 1st April 2010 to offer annually for 3 years the insurance under this policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking

The above-mentioned undertaking applies to any policy (or policies) which may be issued by the Company in substitution for this policy and the same discount of [redacted] per cent shall be allowed off the premiums on any substituted policy (or policies) issued by the Company

Payment of the first premium or renewal premium shall be deemed acceptance by the Insured of the policy terms including but in no way limited to this clause

Following expiry of the initial 3 year period following the agreement of both parties, this long term agreement has been extended by one year and subject to the agreement of both parties, this long term agreement can be extended by a further year

EXPIRY DATE: 2014 / 2015

GENERAL ENDORSEMENT

General Endorsement Number	2
Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes
Period of Insurance	1st April 2013 to 31st March 2014
Rebate Adjustment Period	1st April 2011 to 31st March 2012 to be reviewed in 2014

ATTACHING TO AND FORMING PART OF THE ABOVE

Subject to the Policy being renewed for the Period of Insurance shown above the Company agrees to allow a percentage rebate of the Gross Premium paid to the Company for the Rebate Adjustment Period on the liability Sections of the Policy on the following basis

Earned Loss Ratio	Claims Within Deductible	Rebate

This undertaking forms part of the contract of insurance between the Insured and the Company and is only applicable where the Insured has signed a Long Term Agreement with the Company and the insurance has remained in force continuously from commencement of the Rebate Adjustment Period to the Rebate Payment Date

All figures used in the calculation will be those recorded by the Company as at [redacted] months after commencement of the Rebate Adjustment Period

For the purposes of this Endorsement the terms below will have the following meanings

Gross Premium shall mean the total sum paid for the Rebate Adjustment Period net of any Insurance Premium Tax commission discounts and Terrorism premium

Earned Loss Ratio shall mean the sum of the gross claims payments made by the Company and gross case reserves that fall due to the Company in respect of the Rebate Adjustment Period divided by the Gross Premium

Claims within deductible shall mean the total of all claims paid and case reserves contributing to the erosion of each aggregate cap for the Rebate Adjustment Period

Rebate Payment Date shall mean upon receipt of the premium for the current Period of Insurance

EMPLOYERS' LIABILITY SECTION SCHEDULE

Policy Number	UC POP 3838790	
Effective Date	1st April 2013	
Limit of Indemnity	£50,000,000	Any one occurrence as stated in the Policy
Section Deductible	£250,000	
Section Premium	£	
Schedule Issued Code	TRV0126 04/12	
Section Endorsement(s)	EL09, EL10	

EMPLOYERS' LIABILITY SECTION ENDORSEMENT

EL09 Asbestos Limit

Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The amount of the Limit of Indemnity applicable to the Employers' Liability Section of this Policy as stated in the Section Schedule is reduced to £5,000,000 in respect of liability inclusive of all claimants' and defence costs and expenses any one occurrence or all occurrences of a series directly or indirectly resulting from caused by contributed to attributed to or in any way related to

(a) the actual or alleged or threatened absorption ingestion or inhalation of asbestos in any form

or

(b) the existence of asbestos in any form

Subject otherwise to the terms conditions and exclusions of the Policy

EMPLOYERS' LIABILITY SECTION ENDORSEMENT

EL10 Voluntary Aided Schools

Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The following amendments are made to the Employers' Liability Section

1. For the purposes of this Section

   (a) the Named Insured as described in the Master Schedule shall be extended to include the following bodies corporate (being variously voluntary aided endowed controlled and special agreement schools and colleges and similar establishments)

   St Monica's Roman Catholic School
   St Paul's Church of England School
   St Andrews Church of England School Enfield
   St Anne's Catholic High School For Girls
   St Edmunds Roman Catholic School
   St Georges Roman Catholic School
   St John & St James Church of England School
   St James Church of England School Enfield
   St Johns Church of England School
   St Mary's Roman Catholic School
   St Michaels Church of England School
   St Michael at Bowes School
   Wolfson Hillel Primary School
   Latymer All Saints Primary School
   Our Lady Of Lourdes School
   St Andrews Church of England School Chase Road
   Forty Hill Church of England Primary School
   Freezywater St Georges (Primary) School
   Bishop Stopford's School

   (b) the Business as described in the Master Schedule shall be extended to include all activities of each body corporate stated in paragraph 1(a) above carried on by such body corporate at or from premises within the Territorial Limits

2. The indemnity provided by the Employers' Liability Section is amended as undernoted

   (a) **Voluntary Aided Schools – application of limits**

Where the Employers' Liability Section provides an indemnity to any voluntary aided endowed controlled or special agreement school or college or similar establishment being a body corporate stated in paragraph 1(a) of this endorsement that is deemed to be a separate employer from London Borough of Enfield and Enfield Homes and in the event the total Limit of Indemnity as stated in the Employers' Liability Section Schedule together with any excess employers liability coverage fails to provide the minimum amount any one occurrence required by the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies for each separate body corporate stated in paragraph 1(a) of this endorsement and London Borough of Enfield and Enfield Homes the Company will nevertheless provide the minimum amount required by such relevant law any one occurrence for each separate body corporate stated in paragraph 1(a) of this endorsement and London Borough of Enfield and Enfield Homes

(b) **Voluntary Aided Schools – application of Deductible**

In respect of the Employers' Liability Section and indemnity provided thereunder to any voluntary aided endowed controlled or special agreement school or college or

similar establishment being a body corporate stated in paragraph 1(a) of this endorsement it is understood and agreed that any Deductible stated as applying to the Employers' Liability Section shall only apply as an amount to be repaid by London Borough of Enfield and Enfield Homes to the Company after such claim has been settled by the Company by payment of the relevant amount to the claimant provided that

(i) upon notification of any such payment made by the Company London Borough of Enfield and Enfield Homes will promptly reimburse the Company for the amount of such payment including Claim Investigation Expenses up to the limit of the Deductible amount in accordance with General Exclusion 5

(ii) the separate endorsement titled LIABILITY COVERAGES - Delegated Claims Handling and Notification (amended duties owed by the Named Insured) where attaching to this Policy shall apply also to all claim amounts referred to in this paragraph 2(b) of this endorsement

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS SECTION SCHEDULE

Policy Number	UC POP 3838790	
Effective Date	1st April 2013	
Limit of Indemnity	£50,000,000	Any one occurrence as stated in the Policy
	£50,000,000	For Products Liability amount opposite shall be the total amount payable during any one Period of Insurance as stated in the Policy
Section Deductible	£250,000	
Section Premium	£	
Schedule Issued Code	TRV0126 04/12	
Section Endorsement(s)	PL43, PL46(A), PL70A, 1	

PUBLIC & PRODUCTS LIABILITY

ENDORSEMENT

Endorsement Number	PL43
Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The Company shall not be liable to indemnify the Insured (inclusive of associated claimants' and defence costs and expenses) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to any legionella species bacterium arising at (or in connection with work activities carried on at) premises owned or leased or rented by the Named Insured in connection with the Business unless the Named Insured has complied with the following Special Provision - Risk Management Requirements For Legionella detailed below

Special Provision - Risk Management Requirements For Legionella

1. A written legionella policy has been prepared and implemented which inter alia

   (a) appoints a person to be managerially responsible for the implementation management and monitoring of the legionella policy

   (b) states the means of identifying and assessing the sources of risk from exposure to legionella species bacteria along with the arrangements in force to prevent or control the proliferation of legionella species bacteria

   (c) incorporates the principles advocated in the Health and Safety Executive's Approved Code of Practice and Guidance L8 titled "Legionnaire's disease – The control of legionella bacteria in water systems" or any amending Health and Safety Executive guidance

2. The effectiveness of the legionella policy described in 1. above is monitored on a regular basis and any corrective action suggested by such monitoring taken

   Such monitoring to include

   (a) the implementation of a legionella testing regime to ensure that microbiological control is being achieved

   (b) documented monitoring of the implemented procedures and arrangements detailed in the legionella policy

   (c) documented audits of the overall legionella policy to be undertaken by the Named Insured's management not less than once in any 12 month period

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY SECTION ENDORSEMENT

PL46(A) – HEALTH CARE EXTENSION

Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

As from the effective date shown above the indemnity provided under the Public and Products Liability Section shall be extended to include liability for Bodily Injury arising from an act or omission by an individual other than a Health Care Professional in the provision of or failure to provide Health Care

Provided that

(a) the Health Care has been detailed in a care plan that has been drawn up by or otherwise approved by a Health Care Professional and the Named Insured has carried out risk assessments and approved the service user facility's provision of such treatment

(b) and such individual has undergone documented training and achieved the competency standard specified in the care plan and is working under direction or control of a Health Care Professional

(c) the Company shall not be liable to indemnify any Health Care Professional

For the purpose of this endorsement the words

(i) 'Health Care' shall mean health care (but not First Aid) that has been disclosed to and agreed by the Company in writing and detailed in Appendix 1 and or Appendix 2 of this endorsement

(ii) 'Health Care Professional' shall mean those members of the health care professions being medical and dental practitioners nurses and midwives and professions allied to medicine

(iii) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC & PRODUCTS LIABILITY SECTION ENDORSEMENT

PL46(A) – HEALTH CARE EXTENSION

APPENDIX 1 – ACCEPTABLE TREATMENTS

The following Health Care procedures are agreed by the Company subject to provisions (a) (b) and (c) above

- Bathing (subject to routine visits to service users by senior officer to check for abuse)
- Blood pressure monitoring by automated machine only following training and referral of variation from specified limits to Health Care Professional
- Blood sample taking by glucometer or fingerprick only used in accordance with the manfacturers' guidelines
- Body fluid balance monitoring subject to referral of variation from specified limits to Health Care Professional
- Breathing monitoring
- Buccal midazolam administered orally
- Catheters limited to changing of bags and cleaning of tube excluding insertion
- Colostomy/stoma care limited to changing of bags and cleaning
- Denture cleansing
- Dressing care (external) application and replacement
- Ear/nose drop application
- Gastronomy tube peg feeding or bolus feed via a gastronomy tube or pump and cleaning and peg feeding with medication prescribed by a medical professional and undertaken in consultation with a pharmacist but excluding insertion/reinsertion of tube
- Hearing aid checking fitting (excluding measuring) and replacement
- Inhalers and nebulisers limited to the provision of assistance to user in application or fitting of mask
- Injections limited to the administration of pre-packaged doses (intramuscular or subcutaneous only) required on a regular basis or in a pre-planned emergency
- Medipens (Epipens and Anapens) for anaphylactic shock with a pre-assembled pre-dosed epipen epinaphrene or adrenaline/epinephrine
- Oral hygiene for individuals unable to swallow
- Nasal suction limited to the clearing of the nose via a fitted stent but excluding insertion of stent
- Naso-gastric tube feeding/bolus feeding and cleaning of tube
- Occupational therapy support through the provision of progress assessment for goals set by professional physiotherapist and self-care assessments for capability of service users to live independently in their own homes
- Oral medication administered as prescribed by a Health Care Professional subject to the Named Insured's medication policy and obtaining parental consent forms for pupils at day schools
- Oxygen administration limited to the provision of assistance to user in fitting of mask
- Postural drainage exercise
- Pressure bandage application to assist with positioning of digits
- Pulse rate monitoring by finger pressure on wrist only and referral of variation from specified limits to Health Care Professional
- Rectal midazolam or rectal diazepam administration for repeated epileptic seizures or emergency in a pre-packaged dose and subject to two members of staff being present
- Splints braces corsets application
- Swabs limited to the cleansing of skin or inside of mouth/nose and taking of samples from external wounds for analysis
- Temperature taking via ear only subject to referral of variation from specified limits to Health Care Professional
- Toenail cutting unless service user has diabetes or vascular disease

- Topical medication and application of patches using pre-prescribed medication creams and lotions only
- Tracheostomy care limited to the cleaning around edge of tube only
- Use of ventilators

PUBLIC AND PRODUCTS LIBILITY ENDORSEMENT

PL70A Premises Owned By Named Insured - Indemnity to Hirer

Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

As from the Effective Date shown above the following amendment is made to the Policy

Clause 13 of the Public and Products Liability Section Cover is replaced with the following

13. Premises Owned By Named Insured - Indemnity to Hirer

If the Named Insured so requests the Company will indemnify individuals and organisations (excluding political parties or professional entertainers) under clauses 1 and 2 and 3 of the Cover in connection with their hire of and activities carried on at premises owned by the Named Insured for amounts for which the individuals and organisation are held legally liable under the terms of the Named Insured's hiring agreement

Furthermore for the purposes of this clause 13 of the Cover Section exclusion 1(a) shall not apply in respect of Damage to the Named Insured's property arising from such hire of and activities carried on at premises owned by the Named Insured and for which the individuals and organisation are held legally responsible under the terms of the Named Insured's hiring agreement

Provided that

(a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(b) the Company's aggregate liability to all parties indemnified under this clause 13 of the Cover in respect of all claims arising from an Event shall not exceed £1,000,000 and which amount shall be inclusive within and not in addition to the amount of the Limit of Indemnity stated in the Section Schedule

(c) liability would have attached to the individual or organisation in the absence of the Named Insured's hiring agreement

(d) the Deductible shall not apply but the Company shall not be liable for the first £500 in respect of all claims arising from an Event and for the avoidance of doubt such amounts shall not count to any section or policy aggregate deductible

(e) the Company will not provide indemnity in respect of

  (i) liability for and arising out of Injury or Damage occurring to any individual participating in the activity being carried on at such premises where such liability is caused by or arises from an act or omission of any individual or organisation otherwise eligible for indemnity by this clause 13 of the Cover

  (ii) liability more specifically insured under any other insurance or which would be so insured but for the existence of this clause

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC & PRODUCTS LIABILITY SECTION

ENDORSEMENT

Endorsement Number	1
Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

Endorsement PL05 is operative and amended to read as follows:

PL05 Libel and Slander

Injury is hereby extended under this Section to include

(a) libels appearing in any Publication normal to the conduct of the Insured's Business by Employees of the Insured

(b) slander in oral utterance made by any Employee in the course of and in pursuance of the Business

but only in respect of claims made against the Insured during the Period of Insurance or within 90 days after the Policy is cancelled or lapsed and provided that the date of the Publication or utterance on which the claim is based occurred during the Period of Insurance. In addition the Company will indemnify the Insured in respect of costs and expenses incurred with the written consent of the Company in the defence or compromise of any proceedings for libel and slander as aforesaid begun or threatened against the Insured in any such proceedings

Provided that

(i) the liability of the Company (including costs and expenses) shall not exceed in the aggregate £5,000,000 (and which shall form part of and not in addition to the Limit of Indemnity in respect of all claims during any one Period of Insurance and in respect of all damages costs and legal expenses incurred or awarded in connection with any one Publication or utterance whether or not all claims in respect thereof shall be made during the same Period of Insurance

(ii) this extension shall not apply to libels and slanders made by one Employee of the Insured against another or of any member of a joint venture to any other member thereof

(iii) General Condition 12 – Cross Liabilities shall not apply to this extension

Subject otherwise to the terms conditions and exclusions of the Policy

OFFICIALS' INDEMNITY SECTION SCHEDULE

Policy Number	UC POP 3838790	
Effective Date	1st April 2013	
Limit of Indemnity	£10,000,000	in the aggregate during the Period of Insurance in respect of Officials' Indemnity
Retroactive Date	1st April 2004	
Section Deductible	£nil	
Section Premium	£	
Schedule Issued Code	TRV0126 04/12	
Section Endorsement(s)	OI01A, 1, 2	

OFFICIALS' INDEMNITY SECTION ENDORSEMENT

OI01A Election Cover - Returning And Acting Returning Officers

Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

1. The following is added to the Officials' Indemnity Section Cover:

Election Cover – Returning and Acting Returning Officers

The Company will indemnify the Insured subject to the Limit of Indemnity in connection with the conducting of local parliamentary elections including any personal liability which may attach to the returning officer or acting returning officer or persons officially acting for them in respect of

(i) legal expenses reasonably incurred in connection with the defence of any proceedings brought against the Insured or any returning officer or acting returning officer or persons officially acting for them

(ii) legal liability for the cost of holding another election in the event of the original election being declared invalid

where such proceedings or invalidation are the result of accidental contravention of any of the provisions of the Representation of the People Acts (or any statutory modification of such) or breach of any ministerial or other duty by the returning officer or acting returning officer or persons officially acting for them in connection with the election

Provided that

(a) an indemnity is not available elsewhere or where but for the existence of this Policy indemnity would have been provided

(b) for the avoidance of doubt in respect of any personal liability which may attach to the returning officer or acting returning officer or persons officially acting for them any indemnity which attaches as a consequence of this endorsement will be subject to the Deductible

2. The following replaces the Officials' Indemnity Section Limit of Liability:

Limit of Indemnity

The Company's total liability in respect of indemnity under Cover clauses 1 2 4 5 and 6 and the Election Cover – Returning and Acting Returning Officers Cover clause of this Section in any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule.

Subject otherwise to the terms conditions and exclusions of the Policy

OFFICIALS' INDEMNITY SECTION ENDORSEMENT

Endorsement Number	1
Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

It is noted that in respect of Cover 3. Public Health Act the Limit of Indemnity is increased to £250,000

Subject otherwise to the terms conditions and exclusions of the Policy

OFFICIALS' INDEMNITY SECTION ENDORSEMENT

Endorsement Number	2
Policy Number	UC POP 3838790
Effective Date	1st April 2013
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

Cover provided by this Section of the Policy is subject to a Retroactive Date of 1st April 2013 in respect of all activities of the Named Insured assumed under the Health and Social Care Act 2012

Subject otherwise to the terms conditions and exclusions of the Policy

PROFESSIONAL INDEMNITY SECTION SCHEDULE

Policy Number	UC POP 3838790
Effective Date	1st April 2013
Retroactive Date	1st September 2003 in respect of Business Activity A 1st September 2010 in respect of Business Activity B 1st April 2011 in respect of Business Activity C 3rd October 2011 in respect of Business Activity D 1st April 2011 in respect of Business Activity E 1st April 2012 in respect of Business Activity F 1st April 2012 in respect of Business Activity G

Business Activities

A. Community and Social Services (Care and Repair)

B. Schools traded services for non maintained schools and colleges of further education

C. Regeneration, Leisure and Culture – to provide urban design and built heritage professional advice

D. Environment Department – to provide health and safety consultancy

E. Environment Department – SLA for schools and Enfield Homes

F. Development Management – Provide drawings and specifications for small domestic developments and provide code for Sustainable Homes Assessment

G. Finance – Provide specified legal services to community schools, voluntary aided schools, foundation schools and academies in Enfield

Limit of Indemnity	£1,000,000	in the aggregate during the Period of Insurance
Section Deductible	£1,000	each and every claim in respect of Business Activity A
	£2,500	each and every claim in respect of Business Activity B
	£1,000	each and every claim in respect of Business Activity C
	£1,000	each and every claim in respect of Business Activity D
	£1,000	each and every claim in respect of Business Activity E
	£1,000	each and every claim in respect of Business Activity F
	£1,000	each and every claim in respect of Business Activity G
Section Premium	£	
Schedule Issued Code	TRV0126 04/12	
Section Endorsement(s)	None	

MASTER SCHEDULE

Policy Number	UC POP 3838790
Broker	Marsh Ltd
Broker Number	UC 6266
Named Insured	London Borough of Enfield and Enfield Homes
Postal Address	Civic Centre Silver Street Enfield EN1 3XF
Business	London Borough Council
Period of Insurance	A) EFFECTIVE 1st April 2014
	B) TO 31st March 2015 (Both Dates Inclusive)
Renewal Date	1st April 2015

MASTER SCHEDULE (Continued)

The following Section(s) and Operational Extension Clauses of the Policy are operative

Section(s) / Optional Extension Clauses	Renewal Premium(s)	Future Annual Premium(s)
Employers' Liability	[redacted]	[redacted]
Public and Products Liability	[redacted]	[redacted]
Officials' Indemnity	[redacted]	[redacted]
Professional Indemnity	[redacted]	[redacted]
Sub Total	[redacted]	
Insurance Premium Tax	[redacted]	
Total	[redacted]	

Schedule Issued Code TRV0125 02/14

Policy Endorsement(s) GE19A, GE20, GE26, 1, 2

Travelers Insurance Company Limited
61-63 London Road, Redhill, Surrey RH1 1NA

GENERAL ENDORSEMENT

GE19A Liability Coverages - Delegated Claims Handling and Notification (amended duties owed by the Named Insured)

Policy Number UC POP 3838790

Effective Date 1st April 2014

Named Insured London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

This endorsement applies to the following sections (the 'Liability Section(s)') where operative

(a) Employers' Liability Section
(b) Public and Products Liability Section
(c) Professional Indemnity Section
(d) Officials' Indemnity Section
(e) Cover 1 - Third Party Liability of the Motor Fleet Section

The Company having agreed in writing to delegate to the Named Insured the responsibility to investigate adjust defend and/or settle claims the Named Insured accepts and shall comply with the following in their performance of this undertaking

It is agreed that

(A) General Condition 6(a) 6(d) and 6(g) and equivalent conditions within Condition 1of the Professional Indemnity Section are deleted and

(B) General Condition 6(b) 6(c) 6(e) and 6(f) and equivalent conditions within Condition 1of the Professional Indemnity Section remain in full and effective force other than where expressly modified by this endorsement

and if circumstances should exist and/or on the happening of any Event which may give rise to a claim under this Policy the Named Insured shall instead comply with the following

1. The Named Insured shall give written notice as soon as possible (but no later than ten (10) business days from the date the Insured has knowledge) to the Company of every such claim or potential claim

   (a) where the Case Reserve exceeds 50% of the Deductible or

   (b) involving

      A. death
      B. serious injury
      C. disease
      D. adverse publicity whether actual or anticipated
      E. multiple claims involving Bodily Injury from one Event
      F. Abuse

   whether or not the Named Insured is of the opinion that they will become legally liable to pay

Compensation

Serious injuries include but are not limited to

(i) Spinal Cord Injury – e.g. paraplegia quadriplegia tetraplegia

(ii) Amputations - requiring a prosthesis

(iii) Brain damage affecting mentality or central nervous system including but not limited to permanent disorientation behaviour disorder personality change seizures motor deficit inability to speak (Aphasia) hemiplegia or unconsciousness (Comatose)

(iv) Blindness

(v) Burns involving over 10% of body with third degree or 30% with second degree

(vi) Multiple fractures involving more than one member or non-union

(vii) Fracture of both heel bones (Fractured or Bilateral OS Calcis)

(viii) Nerve damage causing paralysis and loss of sensation in arm and hand (Brachial Plexus Nerve Damage)

(ix) Massive internal injuries affecting body organs

(x) Injury to nerve at base of spinal canal (Cauda Equina) or any other back injury resulting in incontinence of bowel and/or bladder

2. The Named Insured shall establish and maintain a Case Reserve with respect to each claim or potential claim and shall revise such Case Reserve from time to time on the basis of developments and facts known at the time of such revision or as directed by the Company The Case Reserve shall reflect the likely reasonable and realistic exposure at the time of calculation

3. The Company must approve in writing in advance any claim administrator(s) the Named Insured utilises for claim handling services

   Where the Named Insured utilises a claim administrator(s) for claim handling services the undertakings in General Condition 6(b) and 6(c) shall be observed and complied with between the Named Insured and such claim administrator(s) in the same manner as if the claim administrator(s) were the Company

   Where the claim or potential claim is subject to the undertakings within paragraph 1 above then the Named Insured (and/or such claim administrator(s) as agent of the Named Insured) shall forward documents to the Company as required under General Condition 6(b) and 6(c)

4. When a claim has been settled or adjudicated the Named Insured will promptly pay the amount of such claim up to the amount of the Deductible to the party to whom the payment is due

   For the avoidance of doubt in connection with the obligation under this paragraph 4 the applicable Deductible will be applied separately to each claim first as respects the payment of loss and then to the payment of Claim Investigation Expenses

5. the Named Insured will have no authority to pay or agree to pay any amount of a claim or potential claim greater than the amount of the Deductible without the Company's prior written consent

6. Notwithstanding the Company having delegated to the Named Insured the responsibility to investigate adjust defend and/or settle claims

(a) the Company has the right duty and ultimate authority to investigate defend or settle any claim The Company has the right to establish or revise any Case Reserve with respect to claims under the Policy

(b) the Company will have the right to associate with the Named Insured in the defence of any claim or to assume control of the defence of any claim The assumption of control shall include but not be limited to the investigation and settlement of any claim the selection or retention of counsel and appeal of any judgement

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENT

GE20 Deductible And Aggregate Deductible Limit Provisions

Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

Article 1

It is noted and agreed that in respect of the Sections of the Policy stated below the amounts for which the Named Insured shall be responsible for as a Deductible are stated below (and not in the Schedule)

Deductible applicable under the following Sections of the Policy:	Deductible amount:	
Employers' Liability Section		
a Deductible shall apply as follows	£250,000	
Public and Products Liability Section		subject to an Aggregate Deductible Limit of [redacted] and thereafter upon exhaustion of such Aggregate Deductible Limit [redacted]
a Deductible shall apply as follows	£250,000	
Officials Indemnity Section		
a Deductible shall apply as follows	£50,000	
Professional Indemnity Section		
a Deductible shall apply as follows	£50,000	

Article 2

The amount of any Aggregate Deductible Limit specified in Article 1 of this endorsement stated as applying to the

(a) Employers' Liability Section

(b) Public and Products Liability Section

(c) Officials Indemnity Section

(d) Professional Indemnity Section

will be adjusted at each Renewal Date to take into account any rise in the Average Weekly Earnings Index for Public Sector Employees issued by the Office for National Statistics applicable to the continuous period of 12 months which expires 3 months prior to the month in which the Renewal Date falls

Any such increase in line with the index noted above shall not constitute a material change in the terms of the Policy and for the avoidance of doubt shall not be in breach of any long term undertaking entered into between the Company and the Named Insured

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL POLICY ENDORSEMENT

GE26 Delegated Claims Handling - Bordereaux Reporting And Disposition Of Claims

Policy Number UC POP 3838790

Effective Date 1^{st} April 2014

Named Insured London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The Company having agreed in writing to delegate to the Named Insured the responsibility to investigate adjust defend and/or settle claims the Named Insured accepts and shall comply with the following in their performance of this undertaking

1. The Company must approve in writing in advance any claim administrator(s) the Named Insured utilises for claim handling services

2. The Named Insured will furnish the Company with:

   (a) a report (the frequency of such reports to be supplied as required by the Company in writing or to be supplied upon request by the Company) which provides details of all claims paid and outstanding and which provides the following minimum information

      (i) the period of cover
      (ii) the identity of the claimants or injured parties
      (iii) the dates places description and cause of injuries or damages
      (iv) the amounts of the Case Reserve for such claim

   so that any Aggregate Deductible Limit applicable to the Policy can be monitored

   This obligation continues even if the Policy is lapsed or cancelled until such time the Company agrees in writing that it no longer requires the information

   Failure to supply such claim reports required by the Company to enable any Aggregate Deductible Limit applicable to the Policy to be monitored and controlled by the Company will result in the Aggregate Deductible Limit being null and void and in the event of a breach of the Aggregate Deductible Limit amount the Named Insured shall continue to be responsible for amounts stated as applying to any Section as a Deductible

   (b) other claim information or reports as requested by the Company from time to time

3. The Company shall have the right to inspect audit and copy during normal business hours all files data and other written information in the possession of the Named Insured or any claim administrator(s) the Named Insured utilises for claim handling services relating to claims

4. The Named Insured and the Company agree that all claim files in the possession of the Named Insured or its successor assignee nominee trustee or any claim administrator(s) the Named Insured utilises for claim handling services are the joint property of both parties

Subject otherwise to the terms conditions and exclusions of the Policy

GENERAL ENDORSEMENT

General Endorsement Number	1
Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

Long Term Agreement

In consideration of a [redacted] being allowed off the premium(s) on this policy the Insured undertakes with effect from 1st April 2014 to offer annually for 5 years the insurance under this policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking

The above-mentioned undertaking applies to any policy (or policies) which may be issued by the Company in substitution for this policy and the same discount of [redacted] shall be allowed off the premiums on any substituted policy (or policies) issued by the Company

Payment of the first premium or renewal premium shall be deemed acceptance by the Insured of the policy terms including but in no way limited to this clause

Following expiry of the initial 5 year period following the agreement of both parties, this long term agreement has been extended by one year and subject to the agreement of both parties, this long term agreement can be extended by a further year

EXPIRY DATE: 2019

GENERAL ENDORSEMENT

General Endorsement Number	2
Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

It is hereby noted that in consideration of the rebate scheme entered into in conjunction with the Long Term Agreement with effect from 1st April 2010 a premium refund of [redacted] plus IPT at 6% has been allowed to the Insured in respect of the Period of Insurance 1st April 2011 to 31st March 2012

The above mentioned rebate scheme is no longer in force for the current Period of Insurance

EMPLOYERS' LIABILITY SECTION SCHEDULE

Policy Number	UC POP 3838790	
Effective Date	1st April 2014	
Limit of Indemnity	£50,000,000	Any one occurrence as stated in the Policy
Section Deductible	£250,000	
Section Premium	[redacted]	
Schedule Issued Code	TRV0126 02/14	
Section Endorsement(s)	EL09, EL10	

EMPLOYERS' LIABILITY SECTION ENDORSEMENT

EL09 Asbestos Limit

Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The amount of the Limit of Indemnity applicable to the Employers' Liability Section of this Policy as stated in the Section Schedule is reduced to £5,000,000 in respect of liability inclusive of all claimants' and defence costs and expenses any one occurrence or all occurrences of a series directly or indirectly resulting from caused by contributed to attributed to or in any way related to

(a) the actual or alleged or threatened absorption ingestion or inhalation of asbestos in any form

or

(b) the existence of asbestos in any form

Subject otherwise to the terms conditions and exclusions of the Policy

EMPLOYERS' LIABILITY SECTION ENDORSEMENT

EL10 Voluntary Aided Schools

Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The following amendments are made to the Employers' Liability Section

1. For the purposes of this Section

   (a) the Named Insured as described in the Master Schedule shall be extended to include the following bodies corporate (being variously voluntary aided endowed controlled and special agreement schools and colleges and similar establishments)

   St Monica's Roman Catholic School
   St Paul's Church of England School
   St Andrews Church of England School Enfield
   St Anne's Catholic High School For Girls
   St Edmunds Roman Catholic School
   St John & St James Church of England School
   St James Church of England School Enfield
   St Johns Church of England School
   St Mary's Roman Catholic School
   St Michael at Bowes School
   Wolfson Hillel Primary School
   Latymer All Saints Primary School
   Our Lady Of Lourdes School
   St Andrews Church of England School Chase Road
   Forty Hill Church of England Primary School
   Freezywater St Georges (Primary) School
   Bishop Stopford's School

   (b) the Business as described in the Master Schedule shall be extended to include all activities of each body corporate stated in paragraph 1(a) above carried on by such body corporate at or from premises within the Territorial Limits

2. The indemnity provided by the Employers' Liability Section is amended as undernoted

   (a) **Voluntary Aided Schools – application of limits**

   Where the Employers' Liability Section provides an indemnity to any voluntary aided endowed controlled or special agreement school or college or similar establishment being a body corporate stated in paragraph 1(a) of this endorsement that is deemed to be a separate employer from London Borough of Enfield and Enfield Homes and in the event the total Limit of Indemnity as stated in the Employers' Liability Section Schedule together with any excess employers liability coverage fails to provide the minimum amount any one occurrence required by the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies for each separate body corporate stated in paragraph 1(a) of this endorsement and London Borough of Enfield and Enfield Homes the Company will nevertheless provide the minimum amount required by such relevant law any one occurrence for each separate body corporate stated in paragraph 1(a) of this endorsement and London Borough of Enfield and Enfield Homes

(b) **Voluntary Aided Schools – application of Deductible**

In respect of the Employers' Liability Section and indemnity provided thereunder to any voluntary aided endowed controlled or special agreement school or college or

similar establishment being a body corporate stated in paragraph 1(a) of this endorsement it is understood and agreed that any Deductible stated as applying to the Employers' Liability Section shall only apply as an amount to be repaid by London Borough of Enfield and Enfield Homes to the Company after such claim has been settled by the Company by payment of the relevant amount to the claimant provided that

(i) upon notification of any such payment made by the Company London Borough of Enfield and Enfield Homes will promptly reimburse the Company for the amount of such payment including Claim Investigation Expenses up to the limit of the Deductible amount in accordance with General Exclusion 5

(ii) the separate endorsement titled LIABILITY COVERAGES - Delegated Claims Handling and Notification (amended duties owed by the Named Insured) where attaching to this Policy shall apply also to all claim amounts referred to in this paragraph 2(b) of this endorsement

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY SECTION SCHEDULE

Policy Number	UC POP 3838790	
Effective Date	1st April 2014	
Limit of Indemnity	£50,000,000	Any one occurrence as stated in the Policy
	£50,000,000	For Products Liability amount opposite shall be the total amount payable during any one Period of Insurance as stated in the Policy
Section Deductible	£250,000	
Section Premium	[redacted]	
Schedule Issued Code	TRV0126 02/14	
Section Endorsement(s)	PL43, PL46(A), PL70A, 1	

PUBLIC AND PRODUCTS LIABILITY SECTION

ENDORSEMENT

Endorsement Number	PL43
Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The Company shall not be liable to indemnify the Insured (inclusive of associated claimants' and defence costs and expenses) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to any legionella species bacterium arising at (or in connection with work activities carried on at) premises owned or leased or rented by the Named Insured in connection with the Business unless the Named Insured has complied with the following Special Provision - Risk Management Requirements For Legionella detailed below

Special Provision - Risk Management Requirements For Legionella

1. A written legionella policy has been prepared and implemented which inter alia

   (a) appoints a person to be managerially responsible for the implementation management and monitoring of the legionella policy

   (b) states the means of identifying and assessing the sources of risk from exposure to legionella species bacteria along with the arrangements in force to prevent or control the proliferation of legionella species bacteria

   (c) incorporates the principles advocated in the Health and Safety Executive's Approved Code of Practice and Guidance L8 titled "Legionnaire's disease – The control of legionella bacteria in water systems" or any amending Health and Safety Executive guidance

2. The effectiveness of the legionella policy described in 1. above is monitored on a regular basis and any corrective action suggested by such monitoring taken

   Such monitoring to include

   (a) the implementation of a legionella testing regime to ensure that microbiological control is being achieved

   (b) documented monitoring of the implemented procedures and arrangements detailed in the legionella policy

   (c) documented audits of the overall legionella policy to be undertaken by the Named Insured's management not less than once in any 12 month period

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY SECTION ENDORSEMENT

PL46(A) – HEALTH CARE EXTENSION

Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

As from the effective date shown above the indemnity provided under the Public and Products Liability Section shall be extended to include liability for Bodily Injury arising from an act or omission by an individual other than a Health Care Professional in the provision of or failure to provide Health Care

Provided that

(a) the Health Care has been detailed in a care plan that has been drawn up by or otherwise approved by a Health Care Professional and the Named Insured has carried out risk assessments and approved the service user facility's provision of such treatment

(b) and such individual has undergone documented training and achieved the competency standard specified in the care plan and is working under direction or control of a Health Care Professional

(c) the Company shall not be liable to indemnify any Health Care Professional

For the purpose of this endorsement the words

(i) 'Health Care' shall mean health care (but not First Aid) that has been disclosed to and agreed by the Company in writing and detailed in Appendix 1 and or Appendix 2 of this endorsement

(ii) 'Health Care Professional' shall mean those members of the health care professions being medical and dental practitioners nurses and midwives and professions allied to medicine

(iii) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY SECTION ENDORSEMENT

PL46(A) – HEALTH CARE EXTENSION

APPENDIX 1 – ACCEPTABLE TREATMENTS

The following Health Care procedures are agreed by the Company subject to provisions (a) (b) and (c) above

- Bathing (subject to routine visits to service users by senior officer to check for abuse)
- Blood pressure monitoring by automated machine only following training and referral of variation from specified limits to Health Care Professional
- Blood sample taking by glucometer or fingerprick only used in accordance with the manfacturers' guidelines
- Body fluid balance monitoring subject to referral of variation from specified limits to Health Care Professional
- Breathing monitoring
- Buccal midazolam administered orally
- Catheters limited to changing of bags and cleaning of tube excluding insertion
- Colostomy/stoma care limited to changing of bags and cleaning
- Denture cleansing
- Dressing care (external) application and replacement
- Ear/nose drop application
- Gastronomy tube peg feeding or bolus feed via a gastronomy tube or pump and cleaning and peg feeding with medication prescribed by a medical professional and undertaken in consultation with a pharmacist but excluding insertion/reinsertion of tube
- Hearing aid checking fitting (excluding measuring) and replacement
- Inhalers and nebulisers limited to the provision of assistance to user in application or fitting of mask
- Injections limited to the administration of pre-packaged doses (intramuscular or subcutaneous only) required on a regular basis or in a pre-planned emergency
- Medipens (Epipens and Anapens) for anaphylactic shock with a pre-assembled pre-dosed epipen epinaphrene or adrenaline/epinephrine
- Oral hygiene for individuals unable to swallow
- Nasal suction limited to the clearing of the nose via a fitted stent but excluding insertion of stent
- Naso-gastric tube feeding/bolus feeding and cleaning of tube
- Occupational therapy support through the provision of progress assessment for goals set by professional physiotherapist and self-care assessments for capability of service users to live independently in their own homes
- Oral medication administered as prescribed by a Health Care Professional subject to the Named Insured's medication policy and obtaining parental consent forms for pupils at day schools
- Oxygen administration limited to the provision of assistance to user in fitting of mask
- Postural drainage exercise
- Pressure bandage application to assist with positioning of digits
- Pulse rate monitoring by finger pressure on wrist only and referral of variation from specified limits to Health Care Professional
- Rectal midazolam or rectal diazepam administration for repeated epileptic seizures or emergency in a pre-packaged dose and subject to two members of staff being present
- Splints braces corsets application
- Swabs limited to the cleansing of skin or inside of mouth/nose and taking of samples from external wounds for analysis
- Temperature taking via ear only subject to referral of variation from specified limits to Health Care Professional

- Toenail cutting unless service user has diabetes or vascular disease
- Topical medication and application of patches using pre-prescribed medication creams and lotions only
- Tracheostomy care limited to the cleaning around edge of tube only
- Use of ventilators

PUBLIC AND PRODUCTS LIABILITY SECTION

ENDORSEMENT

PL70A Premises Owned By Named Insured - Indemnity to Hirer

Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

As from the Effective Date shown above the following amendment is made to the Policy

Clause 13 of the Public and Products Liability Section Cover is replaced with the following

13. Premises Owned By Named Insured - Indemnity to Hirer

If the Named Insured so requests the Company will indemnify individuals and organisations (excluding political parties or professional entertainers) under clauses 1 and 2 and 3 of the Cover in connection with their hire of and activities carried on at premises owned by the Named Insured for amounts for which the individuals and organisation are held legally liable under the terms of the Named Insured's hiring agreement

Furthermore for the purposes of this clause 13 of the Cover Section exclusion 1(a) shall not apply in respect of Damage to the Named Insured's property arising from such hire of and activities carried on at premises owned by the Named Insured and for which the individuals and organisation are held legally responsible under the terms of the Named Insured's hiring agreement

Provided that

(a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(b) the Company's aggregate liability to all parties indemnified under this clause 13 of the Cover in respect of all claims arising from an Event shall not exceed £1,000,000 and which amount shall be inclusive within and not in addition to the amount of the Limit of Indemnity stated in the Section Schedule

(c) liability would have attached to the individual or organisation in the absence of the Named Insured's hiring agreement

(d) the Deductible shall not apply but the Company shall not be liable for the first £50,000 in respect of all claims arising from an Event and for the avoidance of doubt such amounts shall not count to any section or policy aggregate deductible

(e) the Company will not provide indemnity in respect of

- (i) liability for and arising out of Injury or Damage occurring to any individual participating in the activity being carried on at such premises where such liability is caused by or arises from an act or omission of any individual or organisation otherwise eligible for indemnity by this clause 13 of the Cover
- (ii) liability more specifically insured under any other insurance or which would be so insured but for the existence of this clause

Subject otherwise to the terms conditions and exclusions of the Policy

PUBLIC AND PRODUCTS LIABILITY SECTION

ENDORSEMENT

Endorsement Number	1
Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

Definition
In this endorsement the following term shall have the following meaning

1. Claim
The word 'Claim' shall mean a demand for or an assertion of right to Compensation

2.
The word 'Publication' shall mean any notice agenda minutes or reports of meetings of the Insured and correspondence or publications relating to the Named Insured's activities whether recorded in printed page electronic data or other permanent media

Injury is hereby extended under this Section to include

(a) libels appearing in any Publication normal to the conduct of the Named Insured's Business accidentally committed or occasioned by the Insured in good faith

(b) slanders in oral utterances accidentally committed or occasioned by any Employee in good faith in the course of and in pursuance of the Business

(c) notwithstanding **General Exclusion 6. Cyber Risk – Third Party** which shall not apply to this paragraph (c) libels accidentally committed or occasioned by the Insured in good faith appearing in any Publication comprising documents agendas minutes or reports of meetings that have been vetted and formally approved for publication by the Named Insured on their official website maintained by them but only in respect of any Claim which is both first made against the Insured and notified to the Company during the Period of Insurance or notified to the Company within thirty days after the end of the Period of Insurance and provided that

(i) the date of the Publication or utterance on which the Claim is based occurred during the Period of Insurance

(ii) the liability of the Company in respect of all Claims (including claimants' and defence costs and expenses as indemnified for under clause 2 and 3 of the Cover) in any one Period of Insurance shall not exceed in the aggregate £5,000,000 and for the avoidance of doubt as regards all Compensation costs and legal expenses incurred or awarded in connection with any one Publication or utterance whether or not all claims in respect thereof shall be made during the same Period of Insurance

(iii) this extension shall not apply to libels or slanders made to or by one Employee or former Employee of the Named Insured against another or to libels or slanders committed or occasioned by the Insured in connection with any obligation owed by the Named Insured as employer to any Employee or former Employee or made by any member of a joint venture to any other member thereof

(iv) General Condition 12 — Cross Liabilities shall not apply to this extension

Subject otherwise to the terms conditions and exclusions of the Policy

OFFICIALS' INDEMNITY SECTION SCHEDULE

Policy Number	UC POP 3838790	
Effective Date	1st April 2014	
Limit of Indemnity	£10,000,000	in the aggregate during the Period of Insurance in respect of Officials' Indemnity
Retroactive Date	1st April 2004	
	1st April 1998 in respect of Cover 2. Land Charges Indemnity	
Section Deductible	£50,000	
Section Premium	[redacted]	
Schedule Issued Code	TRV0126 02/14	
Section Endorsement(s)	OI01A, OI02	

OFFICIALS' INDEMNITY SECTION ENDORSEMENT

OI01A Election Cover - Returning And Acting Returning Officers

Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

1. The following is added to the Officials' Indemnity Section Cover:

Election Cover – Returning and Acting Returning Officers

The Company will indemnify the Insured subject to the Limit of Indemnity in connection with the conducting of local parliamentary elections including any personal liability which may attach to the returning officer or acting returning officer or persons officially acting for them in respect of

(i) legal expenses reasonably incurred in connection with the defence of any proceedings brought against the Insured or any returning officer or acting returning officer or persons officially acting for them

(ii) legal liability for the cost of holding another election in the event of the original election being declared invalid

where such proceedings or invalidation are the result of accidental contravention of any of the provisions of the Representation of the People Acts (or any statutory modification of such) or breach of any ministerial or other duty by the returning officer or acting returning officer or persons officially acting for them in connection with the election

Provided that

(a) an indemnity is not available elsewhere or where but for the existence of this Policy indemnity would have been provided

(b) for the avoidance of doubt in respect of any personal liability which may attach to the returning officer or acting returning officer or persons officially acting for them any indemnity which attaches as a consequence of this endorsement will be subject to the Deductible

2. The following replaces the Officials' Indemnity Section Limit of Liability:

Limit of Indemnity

The Company's total liability in respect of indemnity under Cover clauses 1 2 4 5 and 6 and the Election Cover – Returning and Acting Returning Officers Cover clause of this Section in any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule.

Subject otherwise to the terms conditions and exclusions of the Policy

OFFICIALS' INDEMNITY SECTION ENDORSEMENT

OI02 Health and Social Care Act 2012

Policy Number	UC POP 3838790
Effective Date	1st April 2014
Named Insured	London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

The following is added to Officials Indemnity Section Condition

The Retroactive Date stated in the Schedule is replaced with 1st April 2013 in respect of any Claim arising out of any activity of the Named Insured assumed under the Health and Social Care Act 2012

Subject otherwise to the terms conditions and exclusions of the Policy

PROFESSIONAL INDEMNITY SECTION SCHEDULE

Policy Number	UC POP 3838790
Effective Date	1st April 2014
Retroactive Date	1st September 2010 in respect of Business Activity A 1st April 2011 in respect of Business Activity B 3rd October 2011 in respect of Business Activity C 1st April 2011 in respect of Business Activity D 1st April 2012 in respect of Business Activity E

Business Activities

A. Schools traded services for non maintained schools and colleges of further education

B. Regeneration, Leisure and Culture – to provide urban design and built heritage professional advice

C. Environment Department – to provide health and safety consultancy

D. Environment Department – SLA for schools and Enfield Homes

E. Development Management – Provide drawings and specifications for small domestic developments and provide code for Sustainable Homes Assessment

Limit of Indemnity	£1,000,000	in the aggregate during the Period of Insurance
Section Deductible	£50,000	each and every loss
Section Premium	[redacted]	
Schedule Issued Code	TRV0126 02/14	
Section Endorsement(s)	PI06	

PROFESSIONAL INDEMNITY SECTION

PI06 Additional Activities

Policy Number UC POP 3838790

Effective Date 1st April 2014

Named Insured London Borough of Enfield and Enfield Homes

ATTACHING TO AND FORMING PART OF THE ABOVE

1. The following is added to General Definition 6. Business

Business Activities shall include other activities of the Named Insured undertaken on behalf of Third Party clients under agreement or contract or for a fee in addition to those described in the Schedule other than

(a) architectural design
(b) work or advice associated with any design and build contracts
(c) quantity surveying building surveying or any surveying or valuation work
(d) civil engineering mechanical engineering or electrical engineering
(e) treasury management
(f) procurement
(g) medical pharmaceutical or scientific work consultancy or testing
(h) legal and financial services
(i) any other service separately listed in the Schedule to this Section

Subject otherwise to the terms conditions and exclusions of the Policy

Public Sector Policy
General Terms and Conditions

POLICY WORDING

TRAVELERS

IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

CLAIMS PROCEDURE

If you wish to make a claim, please contact the insurance broker who arranged the Insurance or contact us on 01737 787787 or at the address below, quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers.co.uk

COMPLAINTS PROCEDURE

If you wish to make a complaint please note the following:

Our Promise To You

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback to continually improve our service

What To Do If You Have A Complaint

If you have a complaint, please contact us on 01737 787787, email us at CustomerRelations@travelers.com or write to us at the address below, quoting your policy number or claim reference if appropriate.

Travelers Insurance Company Limited
61 – 63 London Road
Redhill
Surrey
RH1 1NA

If your complaint cannot be resolved to your satisfaction and you are an eligible complainant (private individual or small business), you may refer the matter to the Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Email: complaint.info@financial-ombudsman.org.uk

USING PERSONAL INFORMATION

How we treat information about you and your rights under the Data Protections Act 1998

Travelers Insurance Company Limited may collect certain personal information about our policyholders, prospective policyholders, any person connected to policies held by our policyholders, or connected to prospective policyholders ('Data Subjects').

Data

In order to provide cover under an insurance policy, to assess or pay a claim we need to collect and process personal information about:

a) the person or property that we are being asked to insure,
b) any third-party claimant, i.e. someone making a claim against our customer,
c) property — for which repair or replacement costs are being sought under our customer's insurance policy — belonging to our customer or a third-party.

We will seek different information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'sensitive personal data', which is information that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Purpose

Personal information or sensitive personal data may be collected and or used in a number of ways including: -

a) considering an application for insurance,
b) underwriting or binding of an insurance policy,
c) conducting our relationship with policyholders and persons associated with such policies, including third party claimants,
d) policy administration,
e) claims administration,
f) preventing and detecting fraud, including providing information to the relevant authorities.

Third Parties and Jurisdiction

In the case of policies that have been issued, we may pass information to members of the Travelers group, our reinsurers, professional advisers, loss adjusters or agents if necessary for the performance of the insurance contract or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries which do not have data protection laws equivalent to those in the European Union in which case we shall ensure that the information is appropriately protected. In particular, medical information may be processed in the United States of America for the purposes of assessing and processing a claim.

If your policy includes motor cover, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licensing and by the police for the purposes of establishing whether a driver's use of the vehicle is likely to be covered by a motor insurance policy and/or for preventing and detecting crime. If data subjects are involved in an accident (in the UK or abroad), other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to ascertain relevant policy information.

We may also share the information with, and obtain information about you and/or your employees or agents from credit reference agencies and/or fraud prevention agencies.

Claims Data
Insurance companies share claims data:

a. to ensure that more than one claim cannot be made for the same personal injury or property damage,
b. to check that claims information matches what was provided when insurance cover was taken out, and
c. when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on MID.

You should provide us with the correct information if you are making a claim under your own policy or, if you are a third party, a policy held by one of our customers.

Marketing
With consent of the data subject, personal data may be processed for the purposes of marketing similar goods and services. Data subjects will be asked to provide any necessary consent at the time their data is collected, but are able to subsequently opt out of any marketing at any time.

Please note that the provisions relating to consent, and subsequent opt-out, do not apply to corporate entities (which includes their employees).

Right of access and correction
Data subjects have a right of access to, and correction of, information that we hold about them. If they would like to exercise either of these rights, they should contact our Data Protection Compliance Officer at:

Travelers Insurance Company Limited
Exchequer Court
33 St Mary Axe
London EC3A 8AG

By providing personal information you agree that all persons to whom the information relates consent to the processing and transfer of information described in this notice. You also confirm that you have taken all necessary steps to inform them of disclosure of information to us for the purposes described above.

Contents

The Contract of Insurance

The Named Insured having made to the Company a Proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium to the Company the Company will provide the insurance indicated in the Policy Sections during the Period of Insurance stated in the Master Schedule or during any subsequent Period of Insurance for which the Company may accept payment subject to the terms conditions and exclusions contained herein or endorsed hereon

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the general definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively and unless the context requires otherwise

(a) the singular includes the plural and vice versa
(b) the male gender includes the female and neutral genders
(c) person includes a body corporate

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General (Terms and Conditions)

General Definitions

1. Abuse
The word 'Abuse' shall mean any illegal or offensive act or omission that results in the maltreatment of a person and which may be of (but not limited to) a physical sexual verbal psychological or emotional or financial nature

2. Agent
The word 'Agent' shall mean any person company firm or subcontractor directly appointed by the Insured to act on their behalf

3. Aggregate Deductible Limit
The words 'Aggregate Deductible Limit' shall mean the maximum amount stated in the Policy in respect of all claims arising under the Policy for which the Named Insured shall be responsible in the aggregate during the Period of Insurance in respect of those amounts stated as a Deductible applying to any Section where stated as subject to the Aggregate Deductible Limit and which once exceeded shall thereafter for the remainder of the Period of Insurance not be the responsibility of the Named Insured

4. Ancillary Equipment
The words 'Ancillary Equipment' shall mean air conditioning equipment generating equipment voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat and smoke detection equipment gas flooding cylinders pipework and computer room partitioning used solely in connection with Computer and Telecommunication Equipment

5. Bodily Injury
The words 'Bodily Injury' shall mean

(a) death injury disease or illness of any person

(b) (i) mental injury

(ii) mental anguish

(iii) shock

that results in a recognisable psychiatric injury

6. Business
The word 'Business' shall mean any activities of the Named Insured as a public authority and as described in the Master Schedule carried on by the Named Insured at or from premises within the Territorial Limits and shall include

(a) the ownership occupancy repair maintenance or decoration of the property by the Named Insured

(b) the provision and management by the Named Insured of the following where such organisations and services are ancillary to the main activities of the Named Insured

(i) catering sports social welfare and educational organisations

(ii) health and safety fire first aid medical dental ambulance and security services

owned by the Named Insured in their respective capacities as such

(c) work carried out by the Named Insured on behalf of any other public authority including but not limited to any

(i) local authority

(ii) government department

(iii) health police or fire authority

(iv) water authority

(d) the activities of any other association within the area of control of and acting on behalf of the Named Insured

(e) activities undertaken by any joint venture which the Named Insured is engaged in which has been declared to and accepted by the Company

(f) the participation by the Named Insured in exhibitions and corporate events in connection with the business interests of the Named Insured

7. Case Reserve
The words 'Case Reserve' shall mean the monetary amount for

(a) circumstances that exist and/or

(b) on the happening of any Event

which may give rise to a claim that is the difference between the expectation of what is the final cost of the claim (including claim expenses embracing legal defence costs and expenses and Claim Investigation Expenses associated with every such claim or potential claim) and what has actually been paid

8. Claim Investigation Expenses
The words 'Claim Investigation Expenses' shall mean costs and expenses incurred by the Company or on its behalf to a third party in connection with the investigation handling and/or control of any claim but for the avoidance of doubt does not relate to claimants and defence costs and expenses or other prosecution defence costs as indemnified under this Policy

9. Company
The word 'Company' shall mean Travelers Insurance Company Limited

10. Compensation
The word 'Compensation' shall mean compensatory damages imposed by law including interest which may be awarded on such damages

11. Computer and Telecommunication Equipment
The words 'Computer and Telecommunication Equipment' shall mean a network of machine components microprocessors computer chips or other computerised or electronic components or equipment capable of accepting information processing it according to a plan and producing the desired results Computer and Telecommunication Equipment includes fixed disks and tape drives printers visual display unit screens modems personal computers remote terminals interconnection wiring and telecommunication equipment

12. Computer Fraud
The words 'Computer Fraud' shall mean the dishonest or fraudulent electronic transfer through use of any computer system of Money securities or property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party and for the purposes of this definition

'securities' means negotiable and non-negotiable instruments or contracts representing either money or other property

'property' means tangible property other than Money or securities

Money shall include electronic cash equivalents

Computer Fraud shall not include Computer Misuse

13. Computer Misuse
The words 'Computer Misuse' shall mean deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programs data records or information in relation to any computer

Computer Misuse shall include but not be limited to the modification destruction or theft of data or information entrusted to the Insured by the Insured's customers or suppliers that is held on the Computer or Telecommunication System

Computer Misuse shall not include Denial of Access and Computer Fraud

14. Computer or Telecommunication System
The words 'Computer or Telecommunication System' shall mean

(a) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network used for any purpose other than as stated in (b) hereunder owned leased or rented by the Named Insured or for which they are legally responsible

(b) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network owned leased or rented by the Named Insured or for which they are legally responsible used for the purpose of operating or controlling machinery or equipment

15. Computer Virus
The words 'Computer Virus' shall mean a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data or any computer application software computer network or computer operating system and related software

16. Cybermedia
The word 'Cybermedia' shall mean the internet usenet any extranet the world wide web any web-site e-mail or any bulletin board chatroom or newsgroup

17. Deductible
The word 'Deductible' shall mean the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion 5

18. Denial of Access
The words 'Denial of Access' shall mean the inability of a Third Party who is authorised to do so by the Named Insured

(i) to gain access to the Computer or Telecommunication System

and / or

(ii) to be able to use the Computer or Telecommunication System to communicate with other computers or computer networks

through the use of Cybermedia in a manner in which the Third Party is legally entitled

19. Employee
The word 'Employee' shall mean any person under a contract of service or apprenticeship with the Named Insured

In respect of the Employers' Liability Section and Public and Products Liability Section the word 'Employee' shall include and/or mean

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(a) an director of the Named Insured

(b) any labour only sub-contractor or labour master or any person supplied by them

(c) any self-employed person providing labour only

(d) any person hired to or borrowed by the Named Insured

(e) any person under work experience or similar schemes

(f) any volunteer worker acting under the authority of the Named Insured

(g) members of schemes or associations formed to assist in the activities of the Named Insured

(h) any Member or Justice of the Peace or Governor during the course of their duties

(i) Persons seconded from other public authorities

(j) the staff of the magistrates courts committee

(k) the returning officer and/or acting returning officer at elections or persons officially acting for them during the course of their duties

(l) the local registrar of land charges during the course of their duties

whilst working directly for the Named Insured in connection with the Business

Additionally in connection with voluntary aided/endowed controlled and special agreement schools and colleges and similar establishments where such entities are included within the title of the Named Insured the word 'Employee' shall mean

(i) teachers otherwise in the employment of the Named Insured where participating in authorised out of school activities not forming part of the duties of the said teacher under his/her contract of employment but which at the request of the Named Insured is deemed to be in connection with the Business

(ii) any Governor manager and trustee of schools colleges and educational establishments within the Named Insured's area in respect of liability arising out of the use of such schools colleges and educational establishments for educational purposes

20. Event
The word 'Event' shall mean an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy

21. Governor
The word 'Governor' shall mean any appointed or elected governor or any person who is a governor by reason of an office held by them from time to time

22. Hacking Event
The words 'Hacking Event' shall mean an attack which allows unauthorised access to the Computer or Telecommunication System by electronically circumventing the security systems and procedures

23. Inception Date
The words 'Inception Date' shall mean the date on which the Policy becomes effective

24. Infringement of Intellectual Property Rights
The words 'Infringement of Intellectual Property Rights' shall mean

(a) the infringement or violation of any

copyright patent
title slogan trade mark trade name trade dress
service mark service name
registered design
trade secrets
moral rights
database rights
semiconductor topography rights
or other intellectual property rights or laws

(b) plagiarism or any act of passing off or unauthorised use or appropriation of confidential information or domain name or metatag or Uniform Resource Location

25. Injury
The word 'Injury' shall mean

(a) Bodily Injury

(b) false arrest wrongful detention or false imprisonment or malicious prosecution of any person

(c) invasion of privacy wrongful entry or eviction or other invasion of the right of private occupancy

26. Insured
The word 'Insured' shall mean

(a) the Named Insured

(b) in respect of the Employers' Liability Section and Public and Products Liability Section at the request of the Named Insured the word 'Insured' shall also mean

(i) any Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured

(ii) any officers committees or members of the following where such organisations and services are ancillary to the main activities of the Named Insured

(A) catering sports social welfare and educational organisations

(B) health and safety fire first aid medical dental ambulance and security services owned by the Named Insured in their respective capacities as such

(iii) any joint venturers where the Named Insured is engaged in a joint venture which has been declared to and accepted by the Company

(iv) any community or parish or town council within the area of control of the Named Insured where such councils undertake activities on behalf of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured

and for the Public and Products Liability Section only at the request of the Named Insured the word 'Insured' shall also include

(v) any Governor manager and trustee of schools colleges and educational establishments within the Named Insured's area in respect of liability arising out of the use of such schools colleges and educational establishments for educational purposes (and which shall apply in connection with voluntary aided/endowed controlled and special agreement schools and colleges and similar establishments where such entities are not included within the title of the Named Insured)

(vi) any officers or trustees of the Named Insured’s pension scheme(s)

(vii) tenants of accommodation rented from the Named Insured but only in respect of their liability arising out of repairs carried out to such accommodation by or on behalf of each tenant

(viii) any householder but only in respect of their liability for Bodily Injury sustained by home helps supplied to the householder by the Named Insured

(ix) any parent teacher association or similar body associated with schools museums libraries or other establishments associated with the Named Insured

(x) any person to whom the Named Insured has delegated their powers and/or functions

(xi) any person whilst assisting the Named Insured in an official capacity

(xii) any foster parent listed in the Named Insured's register but only in respect of their liability for and arising out of

(i) Bodily Injury sustained by foster children in the care of such foster parent

(ii) accidental damage to or loss of property caused by foster children in the care of such foster parent other than damage to or loss of property belonging to the foster family or any other person residing with the foster family

(c) the legal personal representative of any party referred to in clause 26(b) above of this definition

Provided that

(A) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(B) the Company’s aggregate liability to all bodies corporate comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy

27. Member

The word ‘Member’ shall mean

(a) a councillor or

(b) a directly elected mayor council leader council manager and other members of the executive (or cabinet) or

(c) an elected or co-opted member of any committee or sub-committee of the Named Insured

28. Money

The word ‘Money’ shall mean current coin bank and currency notes postal and money orders bankers drafts cheques giro drafts and payment orders travellers cheques crossed warrants bills of exchange current postage revenue and national insurance stamps stamped national insurance cards national savings certificates war bonds premium savings bonds franking machine impressions debit/credit/charge card sales vouchers luncheon vouchers trading stamps VAT input documents travel tickets travel warrants authenticated travel certificates telephone paycards and consumer redemption vouchers

Money shall include electronic cash equivalents for the purposes of the Network Security Section

Money shall include securities for money for the purposes of the Property Damage Section and any optional extension applicable thereto

29. Named Insured
The words 'Named Insured' shall mean anybody corporate registered or incorporated within the Territorial Limits and described in the Master Schedule or their legal personal representative

30. Period of Insurance
The words 'Period of Insurance' shall mean the period stated in the Master Schedule

31. Policy
The word 'Policy' shall mean this policy document comprising its general definitions conditions and exclusions and the Sections stated as operative in the Master Schedule and any Schedule and endorsement applicable thereto

32. Proposal
The word 'Proposal' shall mean all information provided and all statements or declarations made to the Company by or on behalf of the Named Insured

33. Renewal Date
The words 'Renewal Date' shall mean the first day immediately subsequent to the expiry of the Period of Insurance

34. Schedule
The word 'Schedule' shall mean the Schedule to the Policy

35. Territorial Limits
The words 'Territorial Limits' shall mean Great Britain Northern Ireland the Isle of Man or Channel Islands

36. Third Party
The words 'Third Party' shall mean a person firm or company other than the Insured

General Conditions

1. Condition Precedent
The due observance of the terms provisions and amendments of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy

2. Misrepresentation and Fraud
This insurance shall be voidable

(a) if the Insured has concealed or misrepresented and/or failed to declare any fact or circumstance material to the insurance or its subject matter

or

(b) if the Insured or anyone acting on the Insured's behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter

whether before or after loss

If the Insured notifies any claim knowing it to be false or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

3. Alteration
The Named Insured shall give notice to the Company as soon as reasonably practicable of any fact or event affecting the risks insured by this Policy which is or might be material to the Company

4. Assignment
Assignment of interest under this insurance shall not bind the Company without its written consent

5. Reasonable Care
The Insured at its own expense shall

(a) take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks

(b) comply with all statutory obligations and regulations imposed by any authority

6. Claims (Duties owed by the Insured)
This condition does not apply to the Officials' Indemnity Section and Professional Indemnity Section The Officials' Indemnity Section and Professional Indemnity Section is subject to its own Claims (Duties owed by the Insured) condition

Special Definition
The words 'Letter of Claim' where used in this condition shall mean any request in writing indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained or alleged error and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation)

(a) If circumstances should exist and/or on the happening of any Event which in either case may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing

(b) Subject to the provisions set out in sub paragraph (g) below in respect of third party liability claims any pre-action Letter of Claim should be acknowledged or a preliminary response provided in accordance with and within the time period fixed for that purpose in the relevant protocol issued under the Civil Procedure Rules providing details of this Policy and a copy of both the pre-action Letter of Claim and the response shall be forwarded to the Company at the same time

(For avoidance of doubt in relation to a Letter of Claim in respect of personal injury this is within twenty-one days of receipt and in relation to a Letter of Claim in respect of defamation this is within fourteen days of receipt)

Following receipt by the Insured of a pre-action Letter of Claim the Insured shall within forty five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto

(c) Every writ summons or claim form process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the Company unacknowledged

(d) Other than as prescribed in (b) within thirty days (seven days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) of any circumstance or Event aforesaid or such further time as the Company may in writing allow the Insured shall give full particulars of the circumstance or event

(e) The Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance event or claim

(f) The Insured shall bear their own costs and expenses under this Condition save to the extent that specific cover is provided within any Section of the Policy

(g) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

7. Claims (Company's rights)

This condition does not apply to the Officials' Indemnity Section and Professional Indemnity Section The Officials' Indemnity Section and Professional Indemnity Section is subject to its own Claims (Company's rights) condition

(a) The Company may

(i) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the Company in this undertaking (including Claim Investigation Expenses) shall be subject to any Deductible shown in the relevant Section Schedule under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim

(ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder and/or the defence and settlement of any claim The Company shall conduct such representation and defence and settlement of claims as it sees fit so to do In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable

(b) In respect of any applicable specified amounts detailed in the Schedules as limit(s) of indemnity or the amount of any other limit stated in the Policy the Company may at any time pay to the Insured the amount specified (less any sum already paid and less the amount of any Deductible) or any lesser amount for which any claim or claims can be settled (or where no such limit applies pay the amount for which any claim or claims can be settled less any sum already paid and less the amount of any Deductible) and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having acted in such a way

8. Subrogation

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation before or after any claims payment under this insurance and the Insured shall provide all relevant information and assistance in this regard Any recovery made shall be applied first to the Company's outlay and then to the Insured's Deductible in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary

The Company shall not exercise said rights against any Employee of the Insured unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of the Employee

9. Non-Contribution

This condition does not apply to the Network Security Section or Cybermedia Liability Section which has its own condition

If at the time any claim arises under this Policy there be any other insurance effected by or on behalf of the Insured covering the same property and/or same liability and/or same protection the Company shall not be liable under this Policy except to the extent of any excess beyond the amount payable under such other insurance had this Policy not been effected

10. Arbitration

If any difference shall arise between the Company and the Insured as to the amount to be paid under this Policy (liability being otherwise admitted) such difference (provided it does not concern the interpretation of the terms of the Policy) shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions for the time being in force Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

11. Policy Interpretation

The parties to this contract are able to choose the law applicable to this Policy and they agree that the Policy and any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with English law (or Scottish law where the Named Insured's registered address is in Scotland)

Each party agrees (subject as provided in General Condition 10 above) to submit if required to the jurisdiction of any Court of competent jurisdiction within England (or Scotland where the proper law of the contract is Scottish) and to comply with all requirements necessary to give such Court jurisdiction

12. Cross Liabilities
Where the Named Insured comprises more than one party the Company will indemnify each Named Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedules or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified

Provided that

(a) the Company shall not indemnify the Named Insured against liability for which an indemnity is or would be granted under any Employers Liability insurance but for the existence of this Policy

(b) in respect of claims under the Professional Indemnity Section or Official's Indemnity Section (where operative) this condition will only apply where the claim does not emanate originally from the Named Insured

13. Contracts (Rights of Third Parties) Act 1999
A person firm body corporate or entity who is not the Named Insured has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

14. Premium Adjustment
Where in the Master Schedule any Section of this Policy is shown to be subject to a premium adjustment the Named Insured shall within one month of the expiry of the Period of Insurance forward to the Company such information as the Company may require The Company shall thereupon adjust the premium subject to any minimum premium specified by the Company

15. Cancellation
This insurance or any cover included herein may be cancelled at any time by the Company by giving at least thirty days notice by Recorded Delivery letter to the Named Insured at the last known address The Named Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

16. Risk Improvements
Any risk improvements deemed necessary by the Company following the Company's survey or surveys of the risk shall be complied with and implemented within the time specified by the Company

The Company reserves the right to review all the terms and conditions of the Policy following the survey or surveys

17. Jurisdiction
This condition does not apply to the Cybermedia Liability Section

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the Named Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction extension clause which may form part of any Section of this Policy and has agreed to pay any additional premium required by the Company

Provided that the indemnity provided by the Employers' Liability Section where operative will not apply to any action for Compensation brought against the Insured in any court outside the European Union

18. Abuse
This condition shall apply in respect of the Public and Products Liability Section and Professional Indemnity Section where insured

In so far as indemnity is provided under the Public and Products Liability Section and Professional Indemnity Section in respect of any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse it is understood and agreed that

(a) any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses to the extent indemnified for (and in respect of the Public and Products Liability Section prosecution defence costs and expenses to the extent indemnified for)

(b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible and inter alia paragraph (a) of General Exclusion 5 all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim

(c) For the purposes of this condition the reference to Period of Insurance in paragraphs (a) and (b) above shall include any period prior to the Period of Insurance where the insurance is subject to a retroactive date provision which relates to a period prior to the Period Of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed

(d) the insurance provided by the Public and Products Liability Section and Professional Indemnity Section shall not indemnify

(i) any medical or dental practitioner whomsoever or

(ii) any other person who is an Insured against any legal liability (and or prosecution defence costs and expenses in so far as indemnity is provided under the Public and Products Liability Section) directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse committed by that individual person which is

A. dishonest or criminal or fraudulent or

B. the result of deliberate wrongdoing or recklessness

For the avoidance of doubt indemnity shall continue to apply in respect of the Named Insured's vicarious liability for such acts of another person but not where Abuse arises out of acts or omissions authorised by the Named Insured or at the request of or with the approval of the Named Insured where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness

(e) where indemnity is provided to indemnify the Named Insured for their vicarious liability for the acts of the person or persons committing such Abuse it is hereby noted and agreed for the avoidance of doubt with regard to the application of General Condition 8 that the Company shall exercise said rights against any Employee committing such Abuse which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness

General Exclusions

The Company shall not be liable

1. War and Allied Risks; Dispossession of Property; Radioactive Contamination
in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

(a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Notwithstanding this exclusion it is agreed that in respect of the insurance provided under the Employers' Liability Section where operative indemnity shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clauses 2 3 4 and 5 as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher)

(b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority

(c) (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

(ii) the radioactive toxic explosive or other hazardous properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

(iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter

(iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph (iv) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

(v) any chemical biological bio-chemical or electromagnetic weapon

but in respect of Bodily Injury sustained by an Employee this exclusion shall apply only when the Insured under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such Bodily Injury

Note
General Exclusions 1(a) and 1(b) shall not apply to the extent required to satisfy the Road Traffic Acts

2. Property Coverages — Civil Commotion in Northern Ireland
under the

(a) Property Damage Section
(b) Business Interruption Section
(c) Computer All Risks Section
(d) Contract Works Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of any loss destruction or damage in Northern Ireland directly or indirectly caused or occasioned by or happening through or in consequence of civil commotion

3. Property Coverages - Terrorism
under the

(a) Property Damage Section
(b) Business Interruption Section
(c) Computer All Risks Section
(d) Network Security Section
(e) Contract Works Section

where operative or any Optional Extension Clauses or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for loss destruction or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act other than in respect of loss destruction or damage in England and Wales and Scotland to the extent provided for in the Terrorism Insurance Section of this Policy where operative

In any action suit or other proceedings where the Company alleges that by reason of the term "Terrorist Act" any loss destruction or damage or cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such loss destruction or damage or cost or expense is covered shall be upon the Insured

For the purposes of this exclusion:

(a) in respect of loss destruction or damage

(i) outside England and Wales and Scotland

and/or

(ii) to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes

the words "Terrorist Act" shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes

(b) in respect of loss destruction or damage in England and Wales and Scotland other than loss destruction or damage as described in (a) (ii) above the words "Terrorist Act" shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

(c) the words 'Difference in Conditions or Limits Provision' shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of loss destruction or damage as insured under the Policy at such premises then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

4. Liability Coverages - Terrorism
under the

(a) Employers' Liability Section
(b) Public and Products Liability Section
(c) Professional Indemnity Section
(d) Officials' Indemnity Section
(e) Motor Fleet Section
(f) Cybermedia Liability Section

where operative or any Optional Extension Clauses or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for legal liability loss damage cost or expense of whatsoever nature directly or indirectly caused or occasioned by or arising from a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act except to the extent stated in the Special Provision — Employers' Liability Section and Public and Products Liability Section and Motor Fleet Section below

In any action suit or other proceedings where the Company alleges that by reason of the term "Terrorist Act" any legal liability loss damage cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such legal liability loss damage cost or expense is covered shall be upon the Insured

For the purposes of this exclusion:
The words "Terrorist Act" shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes

The words 'Difference in Conditions or Limits Provision' shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of legal liability loss damage cost or expense as insured under the Policy then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

Special Provision — Employers' Liability Section and Public and Products Liability Section and Motor Fleet Section

Subject otherwise to the terms conditions and exclusions of the Policy the terrorism exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows

1. the insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies

However in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clauses 2 3 4 and 5 as stated in the Employers' Liability Section shall continue to be for the amount stated in the Section Schedule and shall not be reduced to the minimum amount required by such relevant law

2. the insurance provided under the Motor Fleet Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney in respect of the Insured's legal liability for

   (a) Bodily Injury to any person

   (b) damage to property up to £1,000,000 in respect of any one Event

   In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

3. the insurance provided under the Public and Products Liability Section shall continue to operate in respect of legal liability for accidental Injury or Damage occurring within Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney arising out of a Terrorist Act

5. Deductible

in respect of the amounts stated as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event as ascertained after the application of the terms conditions and provisions of this Policy including any condition of average and which shall apply to Claim Investigation Expenses incurred in investigating such claim(s) irrespective of whether an indemnity is subsequently provided to the Insured

For the purpose of the application of the Deductible it is agreed that

(a) in respect of the Employers' Liability Section and Public and Products Liability Section and Officials' Indemnity Section and Professional Indemnity Section and Cybermedia Liability Section where operative all claims under each respective Section attributable to

   (i) the same act or omission

   (ii) a series of acts or omissions consequent upon or attributable to the same original cause or source

   will be regarded as one claim under each respective Section (for the avoidance of doubt for which the Company's liability shall not exceed any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy and the amount of the Deductible shall form part of such limit of indemnity and the limit of indemnity shall not apply in excess of the amounts stated as a Deductible)

(b) in respect of the Property Damage Section and Business Interruption Section and Computer All Risks Section and Contract Works Section where operative

   (i) loss or damage arising from one Event which affects one or more Premises or Business Premises (as defined in the above referenced Sections)

   (ii) loss or damage to insured property arising during any one period of 72 consecutive hours and caused by storm tempest flooding or escape of water from tanks apparatus or pipes

   shall be deemed a single Event and be treated as one claim

(c) for the avoidance of doubt where claims arise under one or more Sections of this Policy from a single Event each claim under each Section of this Policy will be subject to the Deductible stated in the Schedule in respect of that Section (other than as stated in paragraph (d) that follows)

(d) in respect of the Property Damage Section and Computer All Risks Section (where operative) where an Event gives rise to indemnity under both the aforementioned Sections and in respect of which a Deductible applies to the claim under each Section then in these circumstances only one Deductible shall be applied and which shall be the highest individual amount in those circumstances where these amounts vary

6. Cyber Risk — Third Party

in so far as indemnity would otherwise be provided under the

(a) Public and Products Liability Section
(b) Professional Indemnity Section
(c) Officials' Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of all sums which the Insured shall become legally liable to pay as Compensation and claimants' and defence costs and expenses for and arising out of

A. Defamation and Intellectual Property Rights

   (i) Defamation or malicious falsehood including libel slander injurious falsehood trade libel slander of title slander of goods or disparagement of goods

   (ii) Infringement of Intellectual Property Rights which is committed or occasioned through the use of Cybermedia

B. Personal Rights

(i) Infringement of any right to privacy (other than in relation to Data Protection) including privacy in photographs and films or rights under the European Convention on Human Rights

(ii) Breach of confidence or unauthorised disclosure

(iii) Unfair treatment that is based on a person's age ethnic background marital status nationality physical or mental disability race colour religion sex or sexual orientation

which is committed or occasioned through the use of Cybermedia

C. Computer Virus
Transmission of any Computer Virus through the use of Cybermedia but this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

(i) physical damage to hardware and ancillary equipment and

(ii) for the avoidance of doubt loss destruction of corruption of or damage to software programs data or information

in relation to any computer

D. Data Protection
Contravention of the requirements of the Data Protection Act 1998 which is committed or occasioned through the use of Cybermedia

E. Computer Fraud and Computer Misuse
Computer Fraud or Computer Misuse committed or occasioned through the use of Cybermedia but in respect of Computer Misuse this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

(i) physical damage to hardware and ancillary equipment and

(ii) for the avoidance of doubt loss destruction of corruption of or damage to software programs data or information

in relation to any computer

F. Denial of Access

(i) Denial of Access

7. Punitive and other non compensatory Damages
in respect of

(a) exemplary damages

(b) punitive damages

(c) aggravated damages

(d) liquidated damages or damages by way of penalty or fine

(e) damages resulting from the multiplication of compensatory damages or any payment similar in nature to any of (a) (b) (c) or (d) above

8. Liability Coverages - Asbestos
in so far as indemnity would otherwise be provided under the

(a) Public and Products Liability Section
(b) Professional Indemnity Section
(c) Officials' Indemnity Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to

(a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person

or

(b) the existence of asbestos in any form

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Public Sector Policy Casualty Programme

POLICY WORDING

Contents

General Terms - Casualty Sections

(which in addition to the General Definitions and General Conditions apply to the Sections of the Policy as stated below)

Definitions

1. Circumstances
This definition applies to the Officials' Indemnity Section and Professional Indemnity Section

The word 'Circumstance' shall mean any one or more of the following

(a) an intimation of a Claim or of an intention to claim against the Insured

(b) any known direct or indirect criticism or dispute whether expressed or implied (whether justified or not) relating to the performance of the Insured or its Agent which is likely to give rise to third party loss or Damage

(c) any awareness of the Insured of failing or doubt of the efficacy of its own performance or the performance of its Agent where such failing or inefficacy is likely to give rise to third party loss or Damage

(d) any awareness of the Insured that materials goods services or action specified designed or recommended by the Insured or its Agent have failed to meet the standard required and which is likely to result in third party loss or Damage

which if the subject of a Claim (regardless of the Deductible) would fall for indemnity under this Section

2. Claim
This definition applies to the Officials' Indemnity Section and Professional Indemnity Section

The word 'Claim' shall mean a demand for or an assertion of right to Compensation attributable to

(a) the same act error or omission

or

(b) a series of acts errors or omissions consequent upon or attributable to the same original cause or source

and

(c) in respect of insurance provided under Operative Clause 2(a) of the Professional Indemnity Section all Damage arising from any one Event

3. Damage
This definition applies to the Public and Products Liability Section and Officials' Indemnity Section This definition shall not apply to the Professional Indemnity Section which has its own definition

The word 'Damage' shall mean

(a) physical loss of or damage to tangible property including attendant loss of use of such property

(b) nuisance trespass or interference with any easement right of air light water or way

4. Financial Loss
The words 'Financial Loss' shall mean financial loss unaccompanied by either

(a) Injury

or

(b) Damage

Conditions

1. Claims (Duties owed by the Insured)
This condition applies to the Officials' Indemnity Section and Professional Indemnity Section

Special definition
The words 'Letter of Claim' where used in this condition shall include any request in writing indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained or alleged error and as defined in any protocols issued under the Civil Procedure Rules (or any amendments or supervening legislation)

(a) (i) If during the Period of Insurance the Insured shall receive a Claim the Insured shall as soon as possible give notice thereof to the Company

(ii) If a Circumstance should exist or arise which the Insured becomes aware of during the Period of Insurance in respect of an act error or omission committed or occasioned or alleged to have been committed or occasioned prior to the expiry of the Period of Insurance and after the Retroactive Date stated in the Schedule the Insured shall as soon as possible after awareness give notice thereof to the Company in writing

1. during the Period of Insurance or

2. within thirty days after the end of the Period of Insurance

and the Company will consider any Claim arising from such Circumstance to have been made and reported in the Period of Insurance

The Insured shall promptly and fully inform the Company of all developments of which it becomes aware concerning such Circumstance

(iii) If the Company shall cancel the Section or Policy the Insured may give notice of any Claim or Circumstance within a further thirty days following expiry of the cancellation notice in which case such notice shall be deemed to have been given during the Period of Insurance

(iv) When notifying the Company of a Claim or Circumstance the Insured shall provide the following details

1. A description of the date time and place of the negligent act negligent error or negligent omission

2. A description of what happened

3. A description of what damages may result

4. The identity of the person or organisation that may make a Claim including in any court or other legal proceedings

5. The identity of the Insured that committed the negligent act negligent error or negligent omission

6. The identity of any witnesses

(b) Any pre-action Letter of Claim should be acknowledged or a preliminary response provided in accordance with and within the time period fixed for that purpose in the relevant protocol issued under the Civil Procedure Rules providing details of this Policy and a copy of both the pre-action Letter of Claim and the response shall be forwarded to the Company at the same time

(For avoidance of doubt in relation to a Letter of Claim in respect of personal injury this is within twenty-one days of receipt and in relation to a Letter of Claim in respect of defamation this is within fourteen days of receipt)

Following receipt by the Insured of a pre-action Letter of Claim the Insured shall within forty five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto

(c) Every writ summons or claim form process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such Circumstance or Claim aforesaid shall be immediately forwarded to the Company unacknowledged

(d) Other than as prescribed in (a) and (b) within thirty days of any Circumstance or event aforesaid or such further time as the Company may in writing allow the Insured shall give full particulars of the Circumstance or Claim

(e) The Insured if required by the Company shall attend all proceedings and alternative dispute resolution meetings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance including technical assistance and do and concur in doing whatever the Company may require in connection with any Circumstance or Claim

(f) The Insured shall bear their own costs and expenses incurred in complying with this

Condition unless specific indemnity is provided within the Section

(g) The Insured shall not incur any liability for costs or expenses in connection with any Claim or Circumstance to any other party or person without the written consent of the Company nor make any admission offer promise payment indemnity negotiation towards settlement or anything which could be construed as such in respect of any Claim or Circumstance save that the Company shall not object to the Insured carrying out or arranging to carry out remedial work at its own expense which is intended to avoid a Claim or Circumstance arising

(h) The Insured shall take all reasonable steps to prevent further loss

2. Claims (Company's rights)

This condition applies to the Officials' Indemnity Section and Professional Indemnity Section

(a) The Company may

(i) investigate handle and control any Claim or Circumstance notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such Claim or Circumstance as it deems appropriate and the costs incurred by the Company in this undertaking (including Claim Investigation Expenses) shall be subject to any Deductible shown in the Section Schedule irrespective of whether an indemnity is subsequently provided to the Insured in respect of such Claim or Circumstance

(ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a Claim hereunder and/or the defence and settlement of any Claim The Company shall conduct such representation and defence and settlement of Claims as it sees fit so to do In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable

In the event of a dispute between the Insured and the Company as to whether the Insured shall be required to contest any legal proceedings then the Company shall only require the Insured to contest the same if a counsel mutually agreed between the Insured and the Company (or in the event of disagreement appointed by the President of the Bar Council) shall advise that there are reasonable prospects of successfully defending the Claim or limiting the exposure of the Insured to legal liability by so doing

(b) Any statement or information or fact relating to the Claim or Circumstance given to such legal representation by the Insured shall be deemed to have been also made direct to the Company

(c) The Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid or expended during the Period of Insurance and less the amount of any Deductible) or any lesser amount for which any Claim can be settled and shall then cease to have the conduct and control of the Claim or proceedings and be under no further liability in respect of such Claim as from such date The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having so acted For the purposes of this sub-clause "any lesser amount" may include an undertaking by the Company to pay any costs and interest awarded against an Insured when ascertained by a Court or Arbitrator

Employers' Liability Section

Definition

In this Section the following term shall have the following meaning

1. **Offshore Work**
   The words 'Offshore Work' shall mean visits or work undertaken by an Employee from the time the Employee embarks into a conveyance whether airborne or waterborne for transport to an offshore installation or associated structure until such time as the Employee disembarks from the conveyance onto land upon his return from such installation or associated structure

   The words 'Offshore Installation' and 'Associated Structure' shall have the same meanings as they are interpreted in the Mineral Workings (Offshore Installations) Act 1971 and the Offshore Installations (Application of the Employers' Liability (Compulsory Insurance) Act 1969) Regulations 1975

Cover

1. Bodily Injury

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability to pay Compensation for Bodily Injury sustained by any Employee arising out of and in the course of employment by the Named Insured in connection with the Business and caused during the Period of Insurance within

(a) 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

(b) elsewhere in the world where any Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business

2. Claimants' Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover

3. Defence Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all

(a) costs of legal representation reasonably incurred with the Company's written consent at any

(i) coroner's inquest or other inquiry in respect of any death

(ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence

(b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under clause 1 of the Cover

4. Health and Safety at Work Act Prosecution Defence Costs

The Company will indemnify the Named Insured and at the request of the Named Insured any Employee of the Named Insured subject to the Limit of Indemnity as stated in the Schedule in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar UK health and safety legislation and regulations committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

(a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

(b) the proceedings relate to the health safety or welfare of any Employee

(c) the indemnity will not apply to

(i) proceedings consequent upon any deliberate act or omission

(ii) fines or penalties of any kind

(iii) the bringing of any appeal solely against the amount of any fine or penalty

(iv) any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause 4 of the Cover indemnity would have been provided by such other insurance

5. Corporate Manslaughter And Corporate Homicide Act 2007 Defence Costs

The Company will indemnify the Named Insured in respect of all costs of legal representation incurred with the Company's written consent for

1. the defence of any criminal proceedings or

2. in an appeal against conviction arising from such proceedings

brought against the Named Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending legislation thereof) committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

(a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

(b) the proceedings relate to the death of any Employee

(c) the indemnity will not apply to

(i) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Named Insured and amounts to a gross breach of a relevant duty of care owed by the Named Insured to the deceased

(ii) fines or penalties of any kind

(iii) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause 5 of the Cover indemnity would have been provided by such other source or insurance

(d) the financial limit of the Company's liability under this clause 5 of the Cover shall not exceed in the aggregate in respect of all acts or omissions committed or alleged to have been committed during the Period of Insurance the amount stated in the Section Schedule as the Limit of Indemnity and for the avoidance of doubt this financial limit amount under this clause 5 of the Cover shall form part of and not be in addition to the Limit of Indemnity

(e) for the avoidance of doubt where there is a Deductible stated in the Section Schedule (or any claim reimbursement amount instead of a Deductible otherwise agreed) it shall apply in respect of this clause 5 of the Cover and the amount of the Deductible or such claim reimbursement amount shall form part of the specified amount detailed in (d) above as the Company's limit of liability and such limit shall not apply in excess of the amount stated as the Deductible or claim reimbursement amount

6. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

(a) any Member or Governor or director of the Named Insured	£500.00
(b) any other Employee	£200.00

7. Indemnity to Principal

If the Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

(i) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply

(ii) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

8. Private Duties

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Named Insured by any Employee for any director or other senior official of the Named Insured

9. Unsatisfied Court Judgements

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury sustained by the Employee and caused during the Period of Insurance arising out of and in the course of employment by the Insured in connection with the Business against any company or person operating from or resident in premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situate in the said territories and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the Insured the Company will pay to the Employee or the said legal personal representatives subject to the Limit of Indemnity stated in the Schedule the amount of any such damages and awarded costs that remain unsatisfied

Provided that

(a) there is no appeal outstanding

(b) if any payment is made by the Company the Employee or the said legal personal representatives shall assign the judgement to the Company

(c) all reasonable steps necessary to protect the ability to recover from the party against whom the judgement was obtained have been taken

TRAVELERS

Limit of Indemnity

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under Cover clauses 2 3 4 and 5

TRAVELERS

Condition

Claims (Right of Recovery)
The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man and the Channel Islands but the Insured shall repay to the Company all sums paid by the Company which they would not have been liable to pay but for the provision of such law

Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. any amount payable under workmen's compensation social security or health insurance legislation save for any compensation recovery unit payments that may be required by the Social Security Acts 1989 and 1990

2. any claim arising directly or indirectly out of Offshore Work

3. any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

Endorsement

The following endorsement is only operative if shown on the Employers' Liability Section Schedule and is subject otherwise to the terms conditions and exclusions of the Section and the Policy

EL01. Offshore Extension

It is hereby agreed that Section Exclusion 2 is deemed to be deleted and in respect of liability arising directly or indirectly out of Offshore Work it is agreed that the Limit of Indemnity is restricted to £5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses

Public and Products Liability Section

Definition

In this Section the following term shall have the following meanings

1. **Products**
   The word 'Products' shall mean anything tangible (including containers packaging or labels) manufactured sold supplied hired out repaired serviced altered upgraded installed erected processed tested treated stored or transported by or on behalf of the Insured in connection with the Business after they have ceased to be in the custody or control of the Insured

TRAVELERS

Cover

1. Legal Liability
The Company will indemnify the Insured subject to the Limits of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Injury or Damage occurring during the Period of Insurance and arising in connection with the Business

2. Claimants' Costs and Expenses
The Company will in addition indemnify the Insured against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 of the Cover

3. Defence Costs and Expenses
The Company will in addition indemnify the Insured in respect of all

(a) costs of legal representation reasonably incurred with the Company's written consent at any

(i) coroner's inquest or other inquiry in respect of any death

(ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence

(b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under clause 1 of the Cover

4. Consumer Protection Act or Health and Safety at Work Act or Food Safety Act Prosecution Defence Costs
The Company will indemnify the Named Insured and at the request of the Named Insured any Employee of the Named Insured in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of

(a) the Consumer Protection Act 1987 or any amending legislation or

(b) the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any similar United Kingdom health and safety legislation and regulations or

(c) the Food Safety Act 1990 or any amending legislation

committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

(a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

(b) the proceedings do not relate to the health safety or welfare of any Employee

(c) the indemnity will not apply to

(i) proceedings consequent upon any deliberate act or omission

(ii) fines or penalties of any kind

(iii) the bringing of any appeal solely against the amount of any fine or penalty

(iv) any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause 4 of the Cover indemnity would have been provided by such other insurance

5. Corporate Manslaughter And Corporate Homicide Act 2007 Defence Costs
The Company will indemnify the Named Insured in respect of all costs of legal representation incurred with the Company's written consent for

1. the defence of any criminal proceedings or

2. in an appeal against conviction arising from such proceedings

brought against the Named Insured for an offence of corporate manslaughter or corporate homicide arising under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any subsequent amending

legislation thereof) committed or alleged to have been committed during the Period of Insurance in the course of the Business

Provided that

(a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding

(b) the proceedings relate to the death of any person other than an Employee

(c) the indemnity will not apply to

(i) proceedings consequent upon death resulting from any deliberate act or omission but this exclusion shall not apply where death is caused by the way in which the Business is managed or organised by the Named Insured and amounts to a gross breach of a relevant duty of care owed by the Named Insured to the deceased

(ii) fines or penalties of any kind

(iii) any circumstances where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause 5 of the Cover indemnity would have been provided by such other source or insurance

(d) the financial limit of the Company's liability under this clause 5 of the Cover shall not exceed in the aggregate in respect of all acts or omissions committed or alleged to have been committed during the Period of Insurance the amount stated in the Section Schedule as the Limit of Indemnity and this financial limit amount under this clause 5 of the Cover shall

(i) form part of and not be in addition to the Limit of Indemnity and

(ii) be inclusive of all amounts paid under clauses 2 3 and 4 of the Cover

(e) for the avoidance of doubt where there is a Deductible stated in the Section Schedule it shall apply in respect of this clause 5 of the Cover and the amount of the Deductible shall form part of the specified amount detailed in (d) above as the Company's limit of liability and such limit shall not apply in excess of the amount stated as the Deductible

6. Data Protection Act 1998

The Company will indemnify the Named Insured and if the Named Insured so requests any Employee of the Named Insured in respect of their liability to pay Compensation for damage or distress under section 13 of the Data Protection Act 1998 including reasonable defence costs and expenses incurred with the written consent of the Company and in addition the reasonable defence costs incurred with the written consent of the Company relating to a prosecution brought under the Data Protection Act 1998 in relation to a claim made by any person

Provided that

(a) any claim for Compensation is first made or prosecution first brought against the Named Insured during the Period of Insurance

(b) the Named Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998

(c) no indemnity is granted in respect of

(i) the payment of fines or penalties

(ii) the cost of replacing reinstating rectifying erasing blocking or destroying any data

(iii) liability caused by or arising from a deliberate or intentional act by or omission of the Named Insured or any person eligible for indemnity by this extension the effect of which will knowingly result in liability under the Data Protection Act 1998

(iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this extension at the start of the Period of Insurance

(v) liability for which indemnity is provided under any other insurance

(d) in respect of each and every claim or claims arising from an Event under this extension the Named Insured shall be liable for 10% of the cost of such claim or claims or £500 which ever is the greater

(e) the Company's liability under this extension is limited to £500,000 in respect of all Events during any one Period of Insurance

7. Motor Contingent Liability

Notwithstanding Section Exclusion 5 the Company will indemnify the Named Insured and no other for the purposes of this clause against legal liability arising from or caused by any motor vehicle not the property of nor provided by the Named Insured and being used in connection with the Business

Provided that the Company will not provide indemnity in respect of liability

(a) for loss of or damage to such vehicle or property carried

(b) more specifically insured under any other insurance or which would be so insured but for the existence of this clause

(c) arising or caused whilst such vehicle is being

(i) driven by the Named Insured

(ii) driven with the general consent of the Named Insured or his representative by any person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

(iii) used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands

8. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

(i)	any Member or Governor or director of the Named Insured	£500.00
(ii)	any other Employee	£200.00

9. Indemnity to Principal

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

(i) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply

(ii) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

10. Private Duties

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Named Insured by any Employee for any director or other senior official of the Named Insured

11. Overseas Personal Liability

The Company will indemnify the Named Insured and if the Named Insured so requests any director of the Named Insured or Employee (including their families whilst accompanying them) against legal liability incurred in a personal capacity whilst engaged in visits in connection with the Business outside the Territorial Limits

Provided that

(a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(b) the Company's aggregate liability to all bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed the Limit of Indemnity

(c) the Company will not provide indemnity

(i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings

(ii) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

12. Servicing of Motor Vehicles

The indemnity provided by this Section is extended to indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against liability arising from or caused by the Servicing of Vehicles and for the purposes of this endorsement Section Exclusion 1(b) and 1(d) shall not apply

Provided that

(a) The indemnity provided by this cover clause does not apply to liability for Damage to property belonging to or held in trust or in the custody or control of by or on behalf of the Named Insured other than to any Vehicle directly arising from or caused by Servicing

(b) notwithstanding Section Exclusion 7(a) for the avoidance of doubt the indemnity provided by this cover clause does not apply to liability for any costs and expenses incurred in the repairing of inspection of alteration of correction of or replacement to any part or component of the Vehicle arising out of defective materials servicing or workmanship which is the subject of the Servicing

For the purposes of this cover clause the terms

'Servicing' shall mean repair testing servicing alteration maintenance or inspection of any Vehicle

'Vehicle' shall mean any mechanically propelled vehicle trailer caravan or agricultural implement including its accessories and spare parts whilst on or temporarily detached therefrom

13. Premises Owned By Named Insured - Indemnity to Hirer for Damage

If the Named Insured so requests the Company will indemnify individuals and organisations (excluding political parties or professional entertainers) in respect of Damage to the Named Insured's property arising from the hire of premises owned by the Named Insured and for which the individual and organisation are held legally responsible under the terms of the Named Insured's hiring agreement and for the purposes of this cover clause exclusion 1(a) shall not apply in respect of such Damage

Provided that

(a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(b) the Company's aggregate liability to all parties indemnified under this clause 13 of the Cover in respect of all claims arising from an Event shall not exceed £1,000,000

(c) liability would have attached to the individual or organisation in the absence of the Named Insured's hiring agreement

(d) the Deductible shall not apply but the Company shall not be liable for the first £500 in respect of all claims arising from an Event and for the avoidance of doubt such amounts shall not count to any section or policy aggregate deductible

14. Personal Liability of Students

The Company will indemnify any student or pupil (in full or part time education) against legal liability incurred in a personal capacity whilst on trips anywhere within and outside the Territorial Limits organised by the Named Insured or whilst participating in a recognised activity of any club or society organised by the Named Insured

Provided that

(a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(b) the Company's aggregate liability to all parties comprising the Insured and all parties insured under this clause 14 of the Cover shall not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified

(c) the Company will not provide indemnity

  (i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings

  (ii) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

15. Defective Premises Act

The Company will indemnify the Insured against legal liability incurred by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned for purposes pertaining to the Business which were disposed of by the Insured prior to the occurrence of the Injury or Damage giving rise to liability

Provided that

(a) the Injury or Damage giving rise to such legal liability occurs during the Period of Insurance

(b) the Company will not provide indemnity

  (i) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

  (ii) in respect of the costs incurred in removing rebuilding repairing rectifying or replacing any such premises or part of such premises

Limit of Indemnity

The Limit of Indemnity is stated in the Schedule and applies to Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and shall be inclusive of all defence costs and expenses payable under clause 5 of the Cover In respect of liability arising from Products the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all claims

Provided that

(a) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Cover Clauses 2 and 3 shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability

(b) the Deductible in respect of damages and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

TRAVELERS

Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. the cost of making good Damage to property

   (a) belonging to the Insured or

   (b) being that part of any property worked upon by the Insured and arising out of such work or

   (c) being any Product (other than any Product supplied under a separate contract) or

   (d) in the Insured's care custody or control

   except that exclusion 1(d) will not apply to

   (i) the personal effects (including vehicles and their contents) of any visitor or Employee of the Named Insured

   (ii) premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured which are temporarily occupied by the Insured for the purposes of carrying out work therein or thereon or (where the Named Insured are a fire authority) which are temporarily occupied by the fire authority for training purposes

   (iii) premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide indemnity in respect of

   (i) liability assumed by the Named Insured under a tenancy or other agreement unless liability would have attached in the absence of such agreement

   (ii) the first £1000 of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion

   (iii) the disposal of property which has been the subject of illegal distraint

2. liability assumed by the Insured under contract or agreement to any person firm or company who is a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement

3. liability arising from Products attaching by virtue of an agreement but which would not have attached in the absence of such agreement unless the Company shall have signified its general approval to the form of such contract or agreement by endorsement hereon

4. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non powered water craft) made or intended to float on or in or travel through water or air or space but this Exclusion shall not apply to any waterborne vessel or craft not exceeding 30 feet in length other than power boats used for racing

   This exclusion shall not apply in respect of the use of vessels not belonging to the Insured and used for the purpose of conveyance of personnel or equipment in an emergency

5. liability arising from or caused by the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant used in circumstances where the Insured is or but for the fact that it is a public authority would be required to insure except

   (a) any vehicle or plant

   (i) not requiring a licence for road use or a certificate of motor insurance or other security or

   (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working

   (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant

   Provided that the Company will not grant indemnity

   (i) in respect of liability which is compulsorily insurable under any road traffic legislation or but for the fact that the Insured is a public authority would be required to insure

   (ii) if indemnity is provided by any other insurance

6. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination

   (a) within the United States of America its territories and possessions Puerto Rico and Canada or

   (b) elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

   Provided that

   (i) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts

(ii) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

(iii) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 'Pollution or Contamination' shall mean

A. all pollution or contamination of buildings or other structures or water or land or the atmosphere

and

B. all Damage or Injury directly or indirectly caused by such pollution or contamination

7. liability for costs and expenses for

(a) the repair inspection alteration correction or replacement of defective materials service or workmanship or

(b) the withdrawal recall inspection alteration correction or making of any refund in respect of Products

8. (a) liability arising out of Products comprising or incorporated in or on any aircraft spacecraft or military or naval missile

(b) liability arising out of Products comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile

9. liability in respect of loss of information or the provision of wrong information in or from computer programmes tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property

10. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured

11. liability for Financial Loss

12. legal liability of any nature directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not and whether occurring before during or after the year 2000

(a) correctly to recognise any date as its true calendar date

(b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

(c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture to save retain or correctly to process such data on or after such date

13. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse

For the purpose of this exclusion the words

(a) 'Health Care' shall mean health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members

Such members shall include but not be limited to

(i) medical and dental practitioners
(ii) nurses
(iii) midwives
(iv) pharmacists
(v) professions allied to medicine
(vi) care assistants and nursing auxiliaries
(vii) ambulance personnel
(viii) laboratory technicians
(ix) social workers

(b) 'First Aid' shall mean emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by an Employee in the course of carrying out their duties when undertaking the Named Insured's Business

14. liability arising out of flying operations and activities incidental thereto in respect of any airport owned or operated by the Insured

15. liability arising out of any work away from premises owned or leased or rented by the Named Insured involving the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns heated tar bitumen or asphalt or any other process involving the application of heat other than this exclusion shall not apply to the use of electric soldering irons

16. any liability cost or expense arising out of the Riot Damages Act 1886

17. liability under the Data Protection Act 1998 or similar legislation outside the United Kingdom other than as provided for in clause 6 of the Cover

Endorsements

The following endorsements are only operative if shown on the Public and Products Liability Section Schedule and are subject otherwise to the terms conditions and exclusions of the Section and the Policy

PL02. Heat Work Away Conditions

Definitions applicable to this endorsement: The word 'Equipment' shall mean

(a) grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns in each case howsoever powered or driven

and or

(b) gas powered soldering irons

including all gas or fuel containers and hose connections

The words 'Bitumen Heaters' shall mean vessels for the heating of tar bitumen or bituminous compounds

Section Exclusion 15 shall not apply but the Company shall not be liable to indemnify the Insured in respect of liability arising from or caused by the use of Equipment or Bitumen Heaters away from premises owned by or leased or rented to the Named Insured unless the following precautions are taken at all times

(a) a responsible worker is appointed to facilitate compliance with all requirements of these conditions

(b) prior permission from the occupier/owner of the site has been granted to use the Equipment or Bitumen Heaters and suitable and adequate fire extinguishing appliances are provided at the point of use

Suitable and adequate fire extinguishing appliances shall as a minimum mean a nine litre water or a two kilogram multi purpose fire extinguisher

(c) all workers are aware of the location of fire alarms and fire fighting equipment provided on site which shall be ready for operation at the time the Equipment or Bitumen Heaters are in use

(d) the item being worked on and the area where the Equipment is to be used including on the other side of any ceiling floor wall or partition and within and on the other side of any tank pipe drum or apparatus are checked to ensure that no combustible material or inflammable liquid or gas is in danger of ignition directly or through conducted heat

(e) all combustible materials or inflammable liquid or gases in the vicinity of the work other than gas or fuel connected to the Equipment shall be removed to a point at least eight metres from the area where the Equipment is being used

Any combustible material or inflammable liquid or gases which can not be reasonably moved shall be covered and fully protected by overlapping sheets/screens of non combustible material

Where the nature of materials or liquids or gases can not be properly verified by a suitably qualified person as non combustible or non inflammable they must be assumed as combustible or inflammable and all stated precautions be carried out in full

(f) Equipment and Bitumen Heaters are examined prior to use and any defects found are repaired or replaced prior to use

(g) Equipment and Bitumen Heaters are attended at all times whilst in operation and only used in accordance with the manufacturers instructions and by a worker who is trained and experienced in its use

(h) whilst heating is taking place Bitumen Heaters are kept in the open or if within a building or on a roof then placed on a surface of non combustible material

(i) the area where the Equipment has been used including on the other side of any floor wall ceiling or partition and within and on the other side of any tank pipe drum or apparatus is to be examined immediately following use of the Equipment and then at regular intervals for at least one hour to ensure that there is no risk of fire

PL05. Libel And Slander

Definition

In this endorsement the following term shall have the following meaning

1. Claim
The word 'Claim' shall mean a demand for or an assertion of right to Compensation

2. The word 'Publication' shall mean any notice agenda minutes or reports of meetings of the Insured and correspondence or publications relating to the Named Insured's activities whether recorded in printed page electronic data or other permanent media

Injury is hereby extended under this Section to include

(a) libels appearing in any Publication normal to the conduct of the Named Insured's Business accidentally committed or occasioned by the Insured in good faith

(b) slanders in oral utterances accidentally committed or occasioned by any Employee in good faith in the course of and in pursuance of the Business

(c) notwithstanding **General Exclusion 6. Cyber Risk – Third Party** which shall not apply to this paragraph (c) libels accidentally committed or occasioned by the Insured in good faith appearing in any Publication comprising documents agendas minutes or reports of meetings that have been vetted and formally approved for publication by the Named Insured on their official website maintained by them

but only in respect of any Claim which is both first made against the Insured and notified to the Company during the Period of Insurance or notified to the Company within thirty days after the end of the Period of Insurance and provided that

(i) the date of the Publication or utterance on which the Claim is based occurred during the Period of Insurance

(ii) the liability of the Company in respect of all Claims (including claimants' and defence costs and expenses as indemnified for under clause 2 and 3 of the Cover) in any one Period of Insurance shall not exceed in the aggregate £1,000,000 and for the avoidance of doubt as regards all Compensation costs and legal expenses incurred or awarded in connection with any one Publication or utterance whether or not all claims in respect thereof shall be made during the same Period of Insurance

(iii) this extension shall not apply to libels or slanders made to or by one Employee or former Employee of the Named Insured against another or to libels or slanders committed or occasioned by the Insured in connection with any obligation owed by the Named Insured as employer to any Employee or former Employee or made by any member of a joint venture to any other member thereof

(iv) General Condition 12 — Cross Liabilities shall not apply to this extension

PL06. North American Jurisdiction

General Condition 17 shall not apply and any indemnity provided by this Section in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country however with respect to any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) the following additional conditions shall apply

(a) the Limit of Indemnity stated in the Schedule is inclusive of claimants' and defence costs and expenses

(b) the Company will not be liable for the Deductible stated in the Schedule

TRAVELERS

Officials' Indemnity Section

Definitions

In this Section the following terms shall have the following meaning

1. **Employee**
The word 'Employee' shall in addition to General Definition 19 for the purposes of this Section include and/or also mean

(a) any Member
(b) any Governor
(c) members of schemes or associations formed to assist in the activities of the Named Insured
(d) any Justice of the Peace
(e) persons seconded from other public authorities
(f) the staff of the magistrates courts committee
(g) any volunteer worker acting under the authority of the Named Insured
(h) the returning officer and/or acting returning officer at elections or persons officially acting for them during the course of their duties
(i) the local registrar of land charges during the course of their duties
(j) any director of the Named Insured

whilst working directly for the Named Insured in connection with the Business

2. **Error**
The word 'Error' shall mean any (actual or alleged)

(a) negligent act or omission or accidental error

(b) breach of statutory duty which shall for the avoidance of doubt include any breach of statutory duty without need to prove carelessness

(c) breach of a common law duty of care arising from the imposition of a statutory duty or from its performance

(d) misfeasance in a public office

(e) breach of trust

(f) breach of warranty of authority

3. **Insured**
At the request of the Named Insured the word 'Insured' shall in addition to paragraph (a) of General Definition 27 for the purposes of this Section also mean

(a) any Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the Claim had been made against the Named Insured and shall include

(i) any former Employee in respect of Claims which arise out of the exercise and conduct of the Business during the period whilst the Employee is or was employed by the Named Insured

(ii) any former Employee of the Named Insured who has continued as a self-employed consultant contracted by the Named Insured and/or any such consultant who is no longer associated with the Named Insured in respect of Claims which arise out of the exercise and conduct of the Business during the period whilst the consultant is or was engaged by the Named Insured on a consultancy basis

(b) any joint venturers where the Named Insured is engaged in a joint venture which has been declared to and accepted by the Company

(c) any community or parish or town council within the area of control of the Named Insured where such councils undertake activities on behalf of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the Claim had been made against the Named Insured

and the legal personal representative of any party referred to in this definition

Provided that

(i) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(ii) the Company's aggregate liability to all bodies corporate comprising the Named Insured and any other party or parties shall not exceed the Limit of Indemnity or the amount of any other limit stated in the Policy

TRAVELERS

Cover

1. General
The Company will indemnify the Insured subject to the Limit of Indemnity for all sums which the Insured shall become legally liable to pay as Compensation for Financial Loss occasioned by an Error committed or alleged to have been committed by any Employee which

(a) is authorised by the Named Insured or

(b) forms part of or arises from any powers conferred or duties placed upon that Employee

(i) at the request of or with the approval of the Named Insured or

(ii) for the purposes of the Named Insured

and arising out of the performance and exercise of the Named Insured's statutory functions and powers in connection with the Business occurring after the Retroactive Date stated in the Schedule and which is

A. both first made as a Claim against the Insured and notified to the Company during the Period of Insurance or

B. first made as a Claim against the Insured during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

2. Land Charges Indemnity
The Company will indemnify the Named Insured and/or its Employees subject to the Limit of Indemnity for all sums which the Insured shall become legally liable to pay as Compensation for Financial Loss occasioned by an Error of the Named Insured or any Employee in regard to information given or made available in reply to

(a) enquiries made (in statutory form) in respect of registers and other records which the Named Insured is under a statutory duty to maintain or

(b) enquiries made of the Named Insured for a fee on the form of standard printed enquiries current at the date of receipt the form of which enquiries has been agreed by the Association of Local Authorities and other relevant bodies or

(c) enquiries other than those covered under clause (b) above added to the standard printed form of enquiries and for which an additional fee is paid provided that

(i) such additional enquiries are included on the same form and the Named Insured or its Employees replies to such enquiries at the same time as the enquiries covered under clause (b) above and

(ii) such additional replies are accompanied by a disclaimer of liability by the Named Insured or its Employees

occurring after the Retroactive Date stated in the Schedule and which is

A. both first made as a Claim against the Named Insured and/or its Employees and notified to the Company during the Period of Insurance or

B. first made as a Claim against the Named Insured and/or its Employees during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

3. Public Health Act
The Company will indemnify the Insured subject to the Limit of Indemnity stated hereunder applying to this clause 3 of the Cover (and not as stated in the Schedule) for all sums which the Insured shall become legally liable to pay as Compensation

(a) (i) under Section 20 of the Public Health (Control of Disease) Act 1984 Schedule 3 in respect of loss of earnings sustained by any person as a result of such person complying with a notice to discontinue work served in accordance with Section 20 of such Act

(ii) under Regulation 9 of the Public Health (Infectious Diseases) Regulations 1988 in respect of loss of earnings sustained by any person as a result of compliance by such person (including a person suspected of being a carrier of any infection to which Schedule 4 of the above Regulations applies and is otherwise fit for work) with a notice to discontinue work served in accordance with the provisions of the said Schedule 4

(iii) for loss of earnings sustained by any person excluded from work under the terms of

(a) a notice issued under paragraph (2) of Regulation 19 of the Milk and Dairies (General) Regulations 1959

(b) Paragraphs 3(a) to (c) inclusive of Schedule 3 Part 1 of the Poultry Meat (Hygiene) Regulations 1976

(b) in respect of loss alleged to have been sustained by the employer of any person in respect of whom the Company agrees to pay Compensation in accordance with the terms of this Policy when such loss arises directly out of the exclusion from work of such person

occurring after the Retroactive Date stated in the Schedule and which is

A. both first made as a Claim against the Insured and notified to the Company during the Period of Insurance or

B. first made as a Claim against the Insured during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

subject to the Special Conditions to this clause 3 of the Cover

Limit Of Indemnity
The Company's total liability in respect of indemnity under this clause 3 of the Cover and under clause 5 and 6 of the Cover in any one Period of Insurance shall not exceed the sum of £100,000

Special Conditions

1. The amount of any loss of earnings shall be agreed between the Company and the Insured before any payment is made to a person on whom notice has been served In calculating the loss of earnings due to any such person there shall be taken into account any sick pay sickness benefit or other payment to which such person may be entitled under any Social Security Act or otherwise

2. With the agreement of the Company in writing the Insured may make weekly payments to any person on whom notice has been served on account of loss of earnings as aforesaid but the Company shall not be bound to reimburse the Insured in respect of such payments until the total amount due shall have been ascertained and agreed

3. The Deductible shall not apply to this clause 3 of the Cover

4. Outside Entity Work
The Company will indemnify subject to the Limit of Indemnity any Employee for all sums which they shall become legally liable to pay as Compensation for Financial Loss occasioned by an Error occurring after the Retroactive Date stated in the Schedule committed by or alleged to have been committed by the Employee in the pursuit of their duties whilst in the capacity of a Nominated Representative at the request of the Named Insured of any Outside Entity even if such nomination by the Named Insured is subsequently deemed ultra vires provided that any Claim arising out of such Error is

A. both first made as a Claim against the Employee and notified to the Company during the Period of Insurance or

B. first made as a Claim against the Employee during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

Definitions

(a) The words Nominated Representative shall mean any Employee acting at the request order or direction of the Named Insured as a director officer or trustee of or in any managerial or supervisory capacity of any Outside Entity

(b) The words Outside Entity shall mean any body corporate trust association or committee incorporated or domiciled in the Territorial Limits existing for any profession trade or research promotional training or charitable purpose carried out within the Territorial Limits and not under the authority and control of the Insured

Special Condition
This clause 4 of the Cover shall be excess of any other more specific insurance in force as well as any indemnification available to such Employee from the

Outside Entity Where such other insurance is provided by The Travelers Companies Inc (or would be provided except for the application of the retention amount or the exhaustion of the limit of indemnity under such other insurance) then the total aggregate Limit of Indemnity for all Financial Loss covered by virtue of this clause 4 of the Cover shall be reduced by the limit of indemnity specified in the schedule of the other insurance provided by The Travelers Companies Inc

5. Claimants' Costs and Expenses
The Company will indemnify the Insured subject to the Limit of Indemnity against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 1 2 and 4 of the Cover

The Company will indemnify the Insured subject to the limit of indemnity stated in clause 3 of the Cover against legal liability for claimants' costs and expenses in connection with the indemnity provided under clause 3 of the Cover

6. Defence Costs and Expenses
The Company will indemnify the Insured in respect of all

(a) costs of legal representation reasonably incurred with the Company's written consent at any proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any Error

(b) other costs and expenses reasonably incurred with the Company's written consent in relation to any Error

which may be the subject of indemnity under clause 1 2 and 4 of the Cover subject to the Limit of Indemnity or which may be the subject of indemnity under clause 3 of the Cover subject to the limit of indemnity stated in clause 3 of the Cover

7. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a Claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

(a)	any Member or Governor or director of the Named Insured	£500.00
(b)	any other Employee	£200.00

Condition

1. Notwithstanding any limitation on the powers of the Named Insured

   (a) where the action or failure to act which is the subject of indemnity under this Section exceeded the powers of the Named Insured then the indemnity provided by this Section shall apply where the Employee in question

      (i) believed that the action or failure to act in question was within the powers of the Named Insured

      (ii) or (where that action or failure comprises the issuing or authorisation of any document containing any statement as to the powers of the Named Insured or any statement that certain steps have been taken or requirements fulfilled) believed that the contents of that statement were true

   and it was reasonable for that Employee to hold that belief at the time when he acted or failed to act

   (b) insofar as any action or failure to act may subsequently be found to be beyond the powers of the Employee in question the indemnity provided by this Section shall apply where the Employee reasonably believed that the act or omission in question was within his powers at the time at which he acted

Limit Of Indemnity

The Company's total liability in respect of indemnity under Cover clauses 1 2 4 5 and 6 of this Section in any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Exclusions

The indemnity provided by this Section does not apply to

1. indemnify any Employee who is an Insured against any liability arising out of any act or omission of that individual person which is

   (a) dishonest or criminal or fraudulent or

   (b) the result of deliberate wrongdoing or recklessness (including for the avoidance of doubt any act or omission of that individual person which is made deliberately with intent to cause loss or damage or recklessly as to whether loss or damage may be caused)

   provided however

   (i) this Section shall provide an indemnity to such individual person against all costs charges and expenses reasonably incurred with the prior consent of the Company in successfully defending any action brought in respect of such Claims

   (ii) for the purpose of this exclusion any such act described in paragraph (a) and (b) above of this exclusion committed or alleged to have been committed by any Employee shall not be imputed to any other Employee who did not knowingly consent to it or authorise it

2. indemnify the Named Insured in respect of liability for acts or omissions authorised by the Named Insured or at the request of or with the approval of the Named Insured where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness other than this Section shall provide an indemnity to the Named Insured against all costs charges and expenses reasonably incurred with the prior consent of the Company in successfully defending any action brought in respect of such Claims

3. liability for slander or libel

4. liability in respect of surcharge made by the District Auditor or other competent body

5. liability for errors or omissions in information given in connection with searches and enquiries in relation to property other than as provided for under Cover clause 2 (Land Charges Indemnity) of this Section

6. liability arising from any notice served under any public health regulations or any similar legislation other than as provided for under Cover clause 3 (Public Health Act) to this Section

7. liability assumed by the Insured under any contract or agreement (whether orally or in writing) unless such liability would have attached notwithstanding such contract or agreement

8. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance anywhere in the world except the United States of America its territories and possessions Puerto Rico and Canada

   Provided that

   (a) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any Claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts

   (b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

   (c) For the avoidance of doubt the liability of the Company for all Compensation and claimants' and defence costs and expenses payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

   For the purpose of this Exclusion 'Pollution and Contamination' shall mean

   (a) all pollution or contamination of buildings or other structures or water or land or the atmosphere

   and

   (b) all loss or damage or injury directly or indirectly caused by such pollution or contamination

9. liability in respect of Injury or Damage

10. liability based upon or attributed to or caused wholly or in part by any party specified in the definition of Insured gaining or being promised any personal profit or receiving or being promised any remuneration to which they were not legally entitled.

11. liability based upon or attributed to or caused wholly or in part by any matter the subject of a finding of maladministration or censure by either the Local Authority Ombudsman or a court or tribunal of competent jurisdiction

    Provided always that this exclusion shall not apply in respect of any legal liability that would have attached independently of such finding

12. liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from or costs and expenses arising in relation to the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the

Insured or not and whether occurring before during or after the year 2000

(a) correctly to recognise any date as its true calendar date

(b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

(c) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

13. liability arising from any breach of any obligation owed by the Insured as employer to any Employee or former Employee

14. liability under the Data Protection Act 1998 or similar legislation outside the United Kingdom

15. in respect of any Claim arising out of any Circumstance

    (a) notified by the Insured under any insurance which was in force prior to the Inception Date of this Section

    or

    (b) known or which in the reasonable opinion of the Company ought to have been known to the Insured at the Inception Date of this Section

    unless such Circumstance has been declared to and accepted by the Company in writing

TRAVELERS

Professional Indemnity Section

Definitions

1. Business Activities
The words 'Business Activities' shall mean the business activities of the Named Insured stated in the Schedule to this Section and none other

2. Damage
The word 'Damage' shall mean accidental destruction of or accidental damage to or loss of tangible property or Documents

3. Documents
The word 'Documents' shall mean all

(a) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)

(b) records stored electronically

4. Employee
The word 'Employee' shall in addition to General Definition 19 for the purposes of this Section include and/or also mean

(a) any labour only sub-contractor or labour master or any person supplied by them

(b) any self-employed person providing labour only

(c) any person hired to or borrowed by the Named Insured

(d) any person under work experience or similar schemes

(e) any volunteer worker acting under the authority of the Named Insured

(f) persons seconded from other public authorities

(g) any director of the Named Insured

whilst working directly for the Named Insured in connection with the Business

5. Insured
At the request of the Named Insured the word 'Insured' shall in addition to paragraph (a) of General Definition 27 for the purposes of this Section also mean

(a) any Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured and shall include

(i) any former Employee in respect of claims which arise out of the exercise and conduct of the Business during the period whilst the Employee is or was employed by the Named Insured

(ii) any former Employee of the Named Insured who has continued as a self-employed consultant contracted by the Named Insured and/or any such consultant who is no longer associated with the Named Insured in respect of claims which arise out of the exercise and conduct of the Business during the period whilst the consultant is or was engaged by the Named Insured on a consultancy basis

(b) any joint venturers where the Named Insured is engaged in a joint venture which has been declared to and accepted by the Company

(c) any predecessors in business of the Named Insured provided the Company has been notified in writing of the existence of such predecessors

and the legal personal representative of any party referred to in this definition

Provided that

(i) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply

(ii) the Company's aggregate liability to all bodies corporate comprising the Named Insured and any other party or parties shall not exceed the Limit of Indemnity or the amount of any other limit stated in the Policy

Operative Clauses

1. Legal Liability
The Company will indemnify the Insured subject to the Limit of Indemnity against legal liability for Compensation (including claimants' costs and expenses) in respect of any Claim which is

(a) both first made against the Insured and notified to the Company during the Period of Insurance or

(b) first made against the Insured during the Period of Insurance and notified to the Company within thirty days after the end of the Period of Insurance

incurred in the conduct of the Business Activities of the Named Insured carried out at or from premises within the Territorial Limits by reason of

A. Breach of Duty
a breach of duty owed by the Insured in its professional capacity arising out of any act error or omission which is negligent accidentally committed or occasioned in good faith by

(i) the Insured

(ii) any Agent

(iii) any other person firm or company acting jointly with the Insured

B. Dishonesty
any dishonest or fraudulent act or omission on the part of any Employee or Agent

Provided that

(i) such dishonest or fraudulent act error or omission was made without the consent or connivance of any director officer or principal of the Named Insured

(ii) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity

(iii) if the Company so requests the Named Insured shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the estate and/or the legal representatives of such person

(iv) the following shall be deducted from any amount which but for this sub-clause (iv) would be payable under this insurance

(a) any monies which but for such dishonest or fraudulent act or omission would be due from the Insured to the person committing or condoning such act error or omission

(b) any monies held by the Insured and belonging to such person

(c) any monies recovered following action as described in 1B(iii) above

(v) the Company shall not be liable for any claim arising from any dishonest or fraudulent act or omission committed by

(a) any person after the discovery by a director officer or principal of the Insured of reasonable cause for suspicion of fraud or dishonesty in relation to that person

(b) any director officer or principal of the Insured

C. Libel and Slander
libel and Slander accidentally committed or occasioned by the Insured or any Agent in good faith

2. Accidental Damage to Documents
The Company will indemnify the Insured against accidental Damage to Documents belonging to or for which the Insured is legally responsible incurred in the conduct of the Business Activities of the Named Insured carried out at or from premises within the Territorial Limits first discovered and notified to the Company during the Period of Insurance

This indemnity is in respect of

(a) all Compensation which the Insured shall become legally liable to pay in consequence of such Damage subject to the Limit of Indemnity and

(b) all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents belonging to the Insured up to a maximum of £25,000 during the Period of Insurance

Provided that such Damage is sustained while the Documents are either in transit or in the custody or control of the Insured or its Agent or any person to whom the Insured has entrusted them and that where documents are believed lost the Insured or its Agent has failed to find them after diligent search

The Deductible shall not apply to Operative Clause 2(b) above

3. Defence Costs and Expenses
The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all costs and expenses (other than any costs incurred in endeavouring to effect recovery in accordance with provision (iii) of Operative Clause 1.B. which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence or settlement of any Claim under this Section

TRAVELERS

Additional Cover

1. Compensation for Court Attendance

In the event of any of the undermentioned persons attending a court or tribunal or other forum as a witness at the request of the Company in connection with a Claim in respect of which the Insured may be entitled to indemnity under Operative Clause 1 the Company will at their discretion pay the Insured at the following rates per day on which attendance is required

(a)	any director or officer or principal of the Named Insured	£500
(b)	any other Employee	£200

Limit Of Indemnity

1. Limit of Indemnity applying to Operative Clauses 1 and 2(a) and 3

The liability of the Company under Operative Clauses 1 and 2(a) and 3 in any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity specified in the Schedule

Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this insurance shall not exceed the Limit of Indemnity

Exclusions

The Company shall not be liable under this Section

1. in respect of the Deductible except that this exclusion shall not apply to

    (a) any costs or expenses payable under Operative Clause 2(b)

    (b) Additional Cover 1 Compensation for Court Attendance

2. in respect of any Claim for Injury to any person including for the avoidance of doubt Bodily Injury sustained by any Employee arising out of and in the course of their employment by the Named Insured

3. in respect of any Claim for Damage to Property other than as provided for within Operative Clause 2 of this Section

4. in respect of any Claim arising from the provision of advice design or specification where the Insured contracts to

    (a) manufacture construct erect or install

    or

    (b) supply materials or equipment

5. in respect of any Claim arising from any breach of any obligation owed by the Insured as employer to any Employee or former Employee

6. in respect of any Claim arising out of any Circumstance

    (a) notified by the Insured under any insurance which was in force prior to the Inception Date of this Section

    or

    (b) known or which in the reasonable opinion of the Company ought to have been known to the Insured at the Inception Date of this Section

    unless such Circumstance has been declared to and accepted by the Company in writing

7. in respect of any Claim arising out of any act error or omission committed or occasioned or alleged to have been committed or occasioned prior to the Retroactive Date stated in the Schedule

8. in respect of any Claim arising solely and directly out of the ownership possession or use by or on behalf of the Insured of any aircraft watercraft hovercraft motor vehicle or trailer or any buildings premises or land or that part of any building leased rented or occupied

9. (a) in respect of any contractual liability arising from the giving by the Insured (whether orally or in writing) of any express warranty guarantee or other contractual promise which increases the Insured's liability where such are given or accepted as part of the Insured's terms of engagement unless the Insured would have been liable in the absence of such express warranty guarantee or other contractual promise or the Company has approved the terms of engagement in writing

    (b) in respect of liability assumed by the Insured under contract or agreement to any person firm or company who is a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement

10. any Claim arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination

    (a) within the United States of America its territories and possessions Puerto Rico and Canada or

    (b) elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place after the Retroactive Date

    provided that

    (i) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any Claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts

    (ii) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

    For the purpose of this Exclusion ‘Pollution or Contamination’ shall mean

    A. all pollution or contamination of buildings or other structures or water or land or the atmosphere

    and

    B. all Damage or Injury directly or indirectly caused by such pollution or contamination

11. in respect of any Claim made against the Insured by any holding or subsidiary or associated company or partner or director of the Insured or by any other person company or entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured unless such Claim is for an indemnity or

contribution in respect of a Claim made by another party against the said holding or subsidiary or associated company or partner or director or any other person company or entity and arises out of advice or services rendered by the Insured

12. in respect of any fees claimed back by a client of the Insured or which have had to be refunded to a client of the Insured due or allegedly due to non-performance of the Insured's contractual or other obligations to that client

13. in respect of any Claim directly or indirectly caused by or contributed to by any dishonest or criminal or fraudulent act or omission on the part of any director officer or principal of the Named Insured

14. in respect of any Claim arising from an act or omission in the provision of or failure to provide Health Care

    For the purpose of this exclusion the words 'Health Care' shall mean health care rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members

    Such members shall include but not be limited to

    (i) medical and dental practitioners
    (ii) nurses
    (iii) midwives
    (iv) pharmacists
    (v) professions allied to medicine
    (vi) care assistants and nursing auxiliaries
    (vii) ambulance personnel
    (viii) laboratory technicians
    (ix) social workers

15. in respect of liability under the Data Protection Act 1998 or similar legislation outside the United Kingdom

16. (a) in respect of any Claim directly or indirectly caused by or contributed to by or arising from or costs and expenses arising in relation to

    or

    (b) in respect of Operative Clause 2(b) for any Damage to Documents directly or indirectly caused by

    the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not and whether occurring before during or after the year 2000

    (i) correctly to recognise any date as its true calendar date

    (ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

    (iii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

17. in respect of Operative Clause 2(b) for any Damage to Documents caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus

Endorsements

The following endorsement is only operative if shown on the Professional Indemnity Section Schedule and is subject otherwise to the terms conditions and exclusions of the Section and the Policy

PI01. North American Jurisdiction

General Condition 17 shall not apply and any indemnity provided by this Section in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country however with respect to any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) the following additional condition shall apply

(a) the Company will not be liable for the Deductible stated in the Schedule

Travelers Insurance Company Limited
61-63 London Road, Redhill, Surrey RH1 1NA