ENFIELD Connected

ENFIELD Council

Please reply to: Kay Osborne Dip CII

E-mail: insurance@enfield.gov.uk
Phone: 020 8379 1476
Textphone:
Fax:
My Ref:
Your Ref:
Date: 27 August 2019

Mr S Cordell
109 Burncroft Avenue
Enfield
EN3 7JQ

Dear Mr Cordell

Further to our telephone conversation this afternoon I can confirm the Council's Public Liability Insurance policy details as follows:

Limit of Indemnity	£50,000,000*
Insurer	Aspen
Policy No.	I0A5UYT18A0H / I0A5UYT18B0H
Policy Period	1 April 2014 to 31 March 2019

Limit of Indemnity	£50,000,000*
Insurer	QBE
Policy No.	Y129076QBE0119A
Policy Period	1 April 2019 to 31 March 2020

* All subject to the Terms, Conditions and Exceptions of the policy

As advised on the telephone if you wish to make a claim against the London Borough of Enfield then you will need to do so in writing – this can either be done so by email or post at the following address

Email	insurance@enfield.gov.uk
Post	Insurance team Civic Centre Silver Street Enfield EN1 3XY

I also attach a claim form, whilst you do not need to complete pages 1, 2 and 3 of this form, you will need to sign the declaration on last page.

Please also forward any evidence in support of your claim.

Once your claim is received our Insurers will be notified of this claim who will acknowledge receipt of the claim and they will have sole conduct of the claim.

We look forward to hearing from you in due course.

Yours Sincerely

KOsborne

Kay Osborne
Insurance Manager
Audit & Risk Management Service

INCIDENT REPORT FORM

If you wish to claim for an incident which has caused loss or damage to your property, and/or personal injury, you should complete and return this form.

- Please use capital letters and complete all relevant sections.
- Failure to complete any mandatory field (marked with an asterisk *) may delay the processing of your claim.

Completion of this form should not be construed as an admission of liability on the part of the council, or that you will automatically receive compensation. All information is requested in order to comply with the protocols laid down in the Civil Justice Reforms 1999 (Woolf Reforms).

Please return this completed form to:-

Insurance Section or insurance@enfield.gov.uk
PO Box 54
Civic Centre
Silver Street
Enfield
EN1 3XF

DETAILS OF INCIDENT

Date of incident* _______/________/________ **Time:** __________________ **am / pm**

Exact location of incident *

PLEASE NOTE - You are required to precisely identify the incident location before we can formally consider your claim

Full details of incident – how did the incident occur?*

Photographs of defect/hazard*

Please attach TWO Photographs of defect/hazard. One photograph should be a long shot showing the general area, including the defect/hazard and one photograph should be a close up showing the defect/hazard. You should mark with a "X" the exact location of the incident and mark with an arrow the direction of travel on both photographs
Please confirm the date the photographs were taken? ______/______/______

Sketch plan of incident – please ensure that you identify any landmarks and/or house numbers that you have referred to in your written description of the incident. (You may wish to attach a map downloaded from the internet)

Measurement of alleged defect/hazard – e.g. height/depth _________________________________
How was this measurement taken? ____

Have you travelled along this road/route before?* **YES/NO** *(delete as applicable)*
If yes, please confirm how often? ____

Please advise why you believe the London Borough of Enfield is at fault*

If the incident occurred because of work being carried out by a contractor, please give the name of the Contractor (if known)

Injury claims only - please describe any personal injury that you have sustained.

Please detail the items and amounts that you are claiming for and the age of the items

DESCRIPTION OF ITEM	DATE OF PURCHASE	WHERE PURCHASED	MAKE/MODEL NO.	REPLACEMENT COST	ESTIMATE OR INVOICE ATTACHED (YES/NO)

Vehicle damage claims only

Please describe any damage to your vehicle
____
____
____

What speed were you travelling at the time of the incident ___________________________mph

Vehicle registration number ___________________ Make/Model __________________________

Are you the registered owner? **Yes / No** *delete as applicable*
Is the vehicle available for inspection? **Yes / No** *delete as applicable*

INSURANCE

Do you have separate house contents/vehicle insurance which would cover this loss?
Yes / No *delete as applicable*

If yes, have you made a claim to your Insurers? **Yes / No** *delete as applicable*

YOUR DETAILS*

Title: Mr / Mrs / Miss / Ms / Dr *delete as applicable*

Surname ___________________________________ Forename ________________________________

Address ____

____Postcode__________________________________

Email ____

Contact telephone number ____

For Personal Injury claims only

Date of birth: _____/_____/_____

National insurance number:

Any other relevant comments that you wish to make

DECLARATION*

In line with Part 6 of the Local Audit and Accountability Act 2014 , the Council participates in the National Fraud Initiative. The information you provide will be held on computerised systems and/or papers files, and used for cross-system and cross authority comparison for the prevention and detection of fraud.

In addition, we will pass your records to our Insurers who will also pass the information to the Claims & Underwriting Exchange Register; the Motor Insurance Anti-Fraud & Theft register; and other similar agencies and bodies. We may also share your information with our claims handlers, legal representatives, contractors or outside bodies who may be involved with the investigation of your claim.

I declare that the details I have provided in this form are true to the best of my knowledge and belief. I understand that the information I provide may be shared with other bodies and agencies as permitted by law and also for the purpose of detecting and preventing fraud. I understand that action will be taken against me if I provide information that is untrue.

Signature*_______________________________Date*_____/______/______

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	1^{st} 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

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

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

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		
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]
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	1st 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.

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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

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

(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

TRAVELERS

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

Travelers Insurance Company Limited
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Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
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Public Sector Policy Casualty Programme

POLICY WORDING

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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

TRAVELERS

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

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

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

TRAVELERS

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

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

TRAVELERS

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

TRAVELERS

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

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

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

TRAVELERS

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

TRAVELERS

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

POLICY SCHEDULE

POLICY TYPE (Line of Business): Excess Employers' Liability
Excess Public/Products Liability

REASON FOR ISSUE: NEW BUSINESS

POLICY NUMBER: Y104452QBE0115A **AGENCY: Marsh Ltd**

THE INSURED: London Borough of Enfield.

The principal address of the Insured: Civic Centre Silver Street Enfield Middlesex EN1 3XF

THE PERIOD OF INSURANCE: **From:** 1 April 2015 at 00:01 GMT

To : 31 March 2016 at 24:00 GMT

THE PREMIUM: GBP [redacted]

TAX PAYBALE: GBP [redacted]

TOTAL PREMIUM DUE: GBP [redacted]

LINE OF BUSINESS: **Excess Employers' Liability**

THE LIMIT OF INDEMNITY OF THIS POLICY for: Excess Employers' Liability:
The following Limits of Indemnity are not cumulative except where stated as such in the Primary Policy

GBP 25,000,000 any one occurrence as more fully defined in the Primary Policy

STRETCHED LIMITS OF INDEMNITY (IF ANY) OF THIS POLICY:
None

INNER LIMITS OF INDEMNITY (IF ANY) OF THIS POLICY:
None

in excess of the Underlying Amounts being the total Limit of Indemnity as stated in the Underlying Policy or Policies

UNDERLYING POLICY OR POLICIES:

Primary Policy/ies:

Insurer(s)	**Policy Reference**
Aspen	I0A5UYT15A0H / I0A5UYT15B0H

Primary Policy/ies Limit of Indemnity

GBP 25,000,000 any one occurrence as more fully defined in the Primary Policy

Inner Limits of Indemnity (if any) of Primary Policy:
None

LINE OF BUSINESS: **Excess Public/Products Liability**

THE LIMIT OF INDEMNITY OF THIS POLICY for Excess Public/Products Liability:
The following Limits of Indemnity are not cumulative except where stated as such in the Primary Policy

GBP 25,000,000 any one occurrence and in the aggregate for Products and Pollution as more fully defined in the Primary Policy

STRETCHED LIMITS OF INDEMNITY (IF ANY) OF THIS POLICY:
None

INNER LIMITS OF INDEMNITY (IF ANY) OF THIS POLICY:
None

in excess of the Underlying Amounts being the total Limit of Indemnity as stated in the Underlying Policy or Policies

UNDERLYING POLICY OR POLICIES:

Primary Policy/ies:

Insurer(s)	**Policy Reference**
Aspen	I0A5UYT15A0H / I0A5UYT15B0H

Primary Policy/ies Limit of Indemnity

GBP 25,000,000 any one occurrence and in the aggregate for Products and Pollution as more fully defined in the Primary Policy

Inner Limits of Indemnity (if any) of Primary Policy:

GBP 10,000,000 any one occurrence and in the aggregate for Officials Indemnity

GBP 5,000,000 any one occurrence and in the aggregate for Libel and Slander

GBP 10,000,000 any one occurrence and in the aggregate for Land Charges

GBP 100,000 any one occurrence and in the aggregate for Public Health Act

ENDORSEMENTS APPLICABLE TO THIS POLICY

Line of Business

It is understood and agreed that this Policy applies only in respect of the Primary Policy for legal liability in respect of Line of Business: Employers' Liability and Public/Products Liability

Underlying Inner Limits Step-Down - excluded where specified in this endorsement

This Policy will not apply to liability for Officials Indemnity, Libel and Slander, Land Charges, and Public Health Act which are subject to an Inner Limit of Indemnity in the Public/Products Liability Primary Policy as specified in the Schedule and as more fully defined in the Primary Policy.
In this respect only, Condition 3.10 is deleted and of no effect.

Coinsurance Memorandum

Clause 3 - Conditions

Notwithstanding anything herein to the contrary and in accordance with its General terms and conditions the word **insurer** is deemed to mean the under noted insurance firms each for the proportion set against their name. The proportion shown next to its stamp is deemed to mean the proportion set down below. The lead **insurer** is duly authorised by the other firms to witness this **policy** on their behalf.

Insurer	Proportion (per cent)
QBE Insurance (Europe) Limited - lead **insurer**	[redacted]
QBE Casualty Syndicate 386	[redacted]
	Total:100%

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

In the case of a Lloyd’s syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

The final clause of the **policy** under the section heading Complaints specifies that the Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme and that the **insured** maybe entitled to compensation from the Scheme if the **insurer** is unable to meet its obligations under this contract.

MXLASB010112-ZE

Exclusion - Asbestos

The Policy excludes and does not cover any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

SCHEDULE OF INSURERS

The Insurer means

		PROPORTION
Contract Lead Insurer:	QBE Insurance (Europe) Limited	100%

Several Liability Notice
Where there is more than one Insurer shown in the Schedule of Insurers, the liability of Insurers participating under this Policy is several and not joint with any other individual Insurer participating in this Policy. Each Insurer is liable only for the proportion of liability it has underwritten. Each Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer, nor is any Insurer otherwise responsible for any liability of any other Insurer that may participate in this Policy

Co-insurer Agreement
Where there is more than one Insurer shown in the Schedule of Insurers, the Insurers agree to follow all decisions, surveys and settlements of the designated Contract Lead Insurer of this Policy regarding claims, unless such settlements are to be made on an 'ex gratia' basis.

Policy Acceptance
The Insurer herein agrees to accept all wordings incorporated in this Policy as their own

Appearing at end of insurer’s own badged wording:

Insurer’s claims contact details

Insurer’s FSA / DPA / Complaints statements

Signed for the Insurer: etc.

(17.1.13)

ASPEN INSURANCE

LOCAL AUTHORITY COMBINED LIABILITY SCHEDULE

Policy Number	I0A5UYT16A0H / I0A5UYT16B0H	**Broker**	JLT Specialty Limited

Insured	LONDON BOROUGH OF ENFIELD	**Employer Reference Number(s)**	120/B32
Subsidiary Companies	None		
Address	CIVIC CENTRE SILVER STREET ENFIELD MIDDLESEX EN1 3XF		
Business	Unitary Authority		
Wording	Aspen Local Authority Combined Liability 2015		
Period of Insurance	01 April 2016 to 31 March 2017	both days inclusive	

LIMIT OF INDEMNITY

	Section	Operative	Limit		
A	Employers' Liability	YES	GBP	25,000,000 (but GBP 5,000,000 in respect of Offshore)	any one occurrence.
B	Public Liability	YES	GBP	25,000,000	any one occurrence.
C	Product Liability	YES	GBP	25,000,000	in all in the Period of Insurance.
D	Pollution Liability	YES	GBP	25,000,000	in all in the Period of Insurance.
E	Officials Indemnity	YES	GBP	10,000,000	in all in the Period of Insurance.
F	Professional Indemnity	YES	GBP	1,000,000	in all in the Period of Insurance.
G	Libel and Slander	YES	GBP	5,000,000	in all in the Period of Insurance.
H	Land Charges	YES	GBP	10,000,000	in all in the Period of Insurance.
I	Public Health Act	YES	GBP	100,000	in all in the Period of Insurance.

PREMIUM

	Section	Minimum & Deposit	Method of Calculation	Plus 9.5% IPT
A	Employers' Liability	GBP [redacted]	Adjustable at [redacted] on Total wages GBP [redacted]	GBP [redacted]
B	Public Liability	GBP [redacted]	Adjustable at [redacted] on Total wages GBP [redacted]	GBP [redacted]
C	Product Liability	Included in B		
D	Pollution Liability	Included in B		
E	Officials Indemnity	GBP [redacted] GBP [redacted]	Adjustable at [redacted] on Total wages (for limits up to and including GBP 2,000,000) GBP [redacted] In full for any limit in excess of GBP 2,000,000	[redacted] [redacted]
F	Professional Indemnity	Included in E		
G	Libel and Slander	Included in E		
H	Land Charges	Included in E		
I	Public Health Act	Included in E		

In full premium GBP [redacted] for the following limits:

Officials Indemnity	GBP [redacted]	XS GBP [redacted]
Libel and Slander	GBP [redacted]	XS GBP [redacted]
Land Charges	GBP [redacted]	XS GBP [redacted]

ASPEN INSURANCE

LOCAL AUTHORITY COMBINED LIABILITY SCHEDULE

Policy Number	I0A5UYT16A0H / I0A5UYT16B0H	**Broker**	JLT Specialty Limited

EXCESS

	Section	Excess			
A	Employers' Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	Combined Liability Aggregate Stop of GBP [redacted]
B	Public Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
C	Product Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
D	Pollution Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
E	Officials Indemnity	GBP	500,000	each and every claim inclusive of costs and expenses.	
F	Professional Indemnity	GBP	500,000	each and every claim inclusive of costs and expenses.	
G	Libel and Slander	GBP	500,000	each and every claim inclusive of costs and expenses.	
H	Land Charges	GBP	500,000	each and every claim inclusive of costs and expenses.	
I	Public Health Act	GBP	500,000	each and every claim inclusive of costs and expenses.	

The Insured shall be responsible for the first amount of each and every claim or series of claims arising from one source or original cause as indicated in the Excess. The amount shown is inclusive of all costs, expenses and fees (other than the fees of Company's nominated loss adjuster) incurred in the investigation, defence or settlement of any claim. The Company may require the Excess to be paid at any time during the investigation, defence or settlement of any claim. Notwithstanding this Excess, the Insured shall comply with Condition 5. Claims Procedure as if no Excess applied. A "claim" is deemed to be any notification forwarded to the Company in accordance with Condition 5. Claims Procedure.

RETROACTIVE DATE

	Section	
E	Officials Indemnity	01 April 2004
F	Professional Indemnity	01 April 2010
G	Libel and Slander	01 April 2004
H	Land Charges	01 April 2004
I	Public Health Act	01 April 2004

MEMORANDA ATTACHING TO THE POLICY

Long Term Agreement Clause (No Discount) (Jan 2010) (132b)
Election Indemnity Extension (162a)
Data Protection Act - Amendment to Limit of Indemnity

ENDORSEMENTS

Long Term Agreement [Aspen 132b]

In consideration of the Insured having undertaken to offer the renewal of this insurance to the Company on the same basic rates and conditions for a period of 2 years from 01 April 2015, with the option to extend for a futher 12 months from 01 April 2017, and for a further 12 months from 01 April 2018, and to pay the premium annually, a discount has been allowed in arriving at the premium provided that:-

i) the premium shall be subject to revision on a reasonable and proper scale following advice of any alteration that materially affects the subject matter of this insurance.
ii) the minimum and/or deposit premium may be amended following any alteration in any estimate(s) provided (but the maximum reduction in the minimum and deposit premium following any reduction in wages and/or turnover estimates for any subsequent period shall be [redacted]).

If the Insured fails to adhere to his obligations under this agreement, the Company shall secure damages from the Insured in the sum of the total premium that the Company would have been entitled to receive had the Insured adhered to such obligations.

Subject to all other terms of the insurance.

Election Indemnity Extension (162a)

Extension to Section E: Officials' Indemnity

The Company will also indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimant's costs and expenses arising out of or in connection with any accidental breach of duty by any Returning Officer, Acting Returning Officer, Deputy Acting Returning Officer or any other person employed or officially acting for them in connection with any local or United Kingdom parliamentary election, any Police and Crime Commissioners Election, or any referendum.

It is further noted and agreed that the Excess in respect of this Extension is nil.

The Company will also pay Defence Costs within the Limit of Indemnity.

Subject to all other terms of the insurance.

Data Protection Act - Amendment to Limit of Indemnity

Extension to All Sections

Data Protection Act is amended to read as follows:

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay under Section 13 of the Data Protection Act 1998 in connectin with personal data as defined by the said Act held by the Insured, but the Company will not indemnify the Insured for:-

i) the payment of fines or penalties.
ii) the cost of replacing, reinstating, rectifying or erasing any personal data.
iii) in respect of Sections E, G and H respectively, any Limit of Indemnity in excess of GBP 2,000,000.

Subject to all other terms of the insurance.

LOCAL AUTHORITY COMBINED LIABILITY SCHEDULE

Policy Number	I0A5UYT17A0H / I0A5UYT17B0H	**Broker**	JLT Specialty Limited
Insured	LONDON BOROUGH OF ENFIELD	**Employer Reference Number(s)**	120/B32
Subsidiary Companies	None		
Address	CIVIC CENTRE SILVER STREET ENFIELD MIDDLESEX EN1 3XF		
Business	Unitary Authority		
Wording	Aspen Local Authority Combined Liability 2015		
Period of Insurance	1 April 2017 to 31 March 2018 both days inclusive		

LIMIT OF INDEMNITY

	Section	Operative	Limit		
A	Employers' Liability	YES	GBP	25,000,000 (but GBP 5,000,000 in respect of Offshore)	any one occurrence.
B	Public Liability	YES	GBP	25,000,000	any one occurrence.
C	Product Liability	YES	GBP	25,000,000	in all in the Period of Insurance.
D	Pollution Liability	YES	GBP	25,000,000	in all in the Period of Insurance.
E	Officials Indemnity	YES	GBP	10,000,000	in all in the Period of Insurance.
F	Professional Indemnity	YES	GBP	1,000,000	in all in the Period of Insurance.
G	Libel and Slander	YES	GBP	5,000,000	in all in the Period of Insurance.
H	Land Charges	YES	GBP	10,000,000	in all in the Period of Insurance.
I	Public Health Act	YES	GBP	100,000	in all in the Period of Insurance.

PREMIUM

	Section	Minimum & Deposit	Method of Calculation	Plus 10% IPT
A	Employers' Liability	GBP [redacted]	Adjustable at [redacted] on Total wages GBP [redacted]	GBP [redacted]
B	Public Liability	GBP [redacted]	Adjustable at [redacted] on Total wages GBP [redacted]	GBP [redacted]
C	Product Liability	Included in B		
D	Pollution Liability	Included in B		
E	Officials Indemnity	GBP [redacted] GBP [redacted]	Adjustable at [redacted] on Total wages (for limits up to and including GBP [redacted]) GBP [redacted] In full for any limit in excess of GBP [redacted]	GBP [redacted] GBP [redacted]
F	Professional Indemnity	Included in E		
G	Libel and Slander	Included in E		
H	Land Charges	Included in E		
I	Public Health Act	Included in E		

In full premium GBP [redacted] for the following limits:

Officials Indemnity	GBP [redacted] XS GBP [redacted]
Libel and Slander	GBP [redacted] XS GBP [redacted]
Land Charges	GBP [redacted] XS GBP [redacted]

ASPEN INSURANCE

LOCAL AUTHORITY COMBINED LIABILITY SCHEDULE

Policy Number	I0A5UYT17A0H / I0A5UYT17B0H	**Broker**	JLT Specialty Limited

EXCESS

	Section	Excess			
A	Employers' Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
B	Public Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
C	Product Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
D	Pollution Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	Combined Liability
E	Officials Indemnity	GBP	500,000	each and every claim inclusive of costs and expenses.	Aggregate Stop of
F	Professional Indemnity	GBP	500,000	each and every claim inclusive of costs and expenses.	GBP [redacted]
G	Libel and Slander	GBP	500,000	each and every claim inclusive of costs and expenses.	
H	Land Charges	GBP	500,000	each and every claim inclusive of costs and expenses.	
I	Public Health Act	GBP	500,000	each and every claim inclusive of costs and expenses.	

The Insured shall be responsible for the first amount of each and every claim or series of claims arising from one source or original cause as indicated in the Excess. The amount shown is inclusive of all costs, expenses and fees (other than the fees of Company's nominated loss adjuster) incurred in the investigation, defence or settlement of any claim. The Company may require the Excess to be paid at any time during the investigation, defence or settlement of any claim. Notwithstanding this Excess, the Insured shall comply with Condition 5. Claims Procedure as if no Excess applied. A "claim" is deemed to be any notification forwarded to the Company in accordance with Condition 5. Claims Procedure.

RETROACTIVE DATE

	Section	
E	Officials Indemnity	01 April 2004
F	Professional Indemnity	01 April 2010
G	Libel and Slander	01 April 2004
H	Land Charges	01 April 2004
I	Public Health Act	01 April 2004

MEMORANDA ATTACHING TO THE POLICY

Data Protection Act - Amendment to Limit of Indemnity
Election Indemnity Extension (162a)
Long Term Agreement Clause (No Discount) (Jan 2010) (132b)
Risk Management Bursary

ENDORSEMENTS

Data Protection Act - Amendment to Limit of Indemnity

Extension to All Sections

Data Protection Act is amended to read as follows:

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data as defined by the said Act held by the Insured, but the Company will not indemnify the Insured for:-

i) the payment of fines or penalties.
ii) the cost of replacing, reinstating, rectifying or erasing any personal data.
iii) in respect of Sections E, G and H respectively, any Limit of Indemnity in excess of GBP 2,000,000.

Subject to all other terms of the insurance.

Election Indemnity Extension [Aspen 162a]

Extension to Section E: Officials' Indemnity

The Company will also indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimant's costs and expenses arising out of or in connection with any accidental breach of duty by any Returning Officer, Acting Returning Officer, Deputy Acting Returning Officer or any other person employed or officially acting for them in connection with any local or United Kingdom parliamentary election, any Police and Crime Commissioners Election, or any referendum.

It is further noted and agreed that the Excess in respect of this Extension is nil.

The Company will also pay Defence Costs within the Limit of Indemnity.

Subject to all other terms of the insurance.

Long Term Agreement [Aspen 132b]

In consideration of the Insured having undertaken to offer the renewal of this insurance to the Company on the same basic rates and conditions for a period of 2 years from 01 April 2015, with the option to extend for a further 12 months from 01 April 2017, and for a further 12 months from 01 April 2018, and to pay the premium annually, a discount has been allowed in arriving at the premium provided that:-

i) the premium shall be subject to revision on a reasonable and proper scale following advice of any alteration that materially affects the subject matter of this insurance.
ii) the minimum and/or deposit premium may be amended following any alteration in any estimate(s) provided (but the maximum reduction in the minimum and deposit premium following any reduction in wages and/or turnover estimates for any subsequent period shall be [redacted]

If the Insured fails to adhere to his obligations under this agreement, the Company shall secure damages from the Insured in the sum of the total premium that the Company would have been entitled to receive had the Insured adhered to such obligations.

Subject to all other terms of the insurance.

Risk Management Bursary

Upon request, the Company will contribute GBP [redacted] towards agreed risk management initiatives implemented during the Period of Insurance.

Subject to all other terms of the insurance.

ASPEN

COMBINED LIABILITY INSURANCE

Having applied to Aspen Insurance UK Ltd (hereafter known as the Company) for this insurance by a proposal (which shall be the basis of and be incorporated in this contract) and having paid or agreed to pay the Premium, the Insured will be indemnified by the Company as detailed below in respect of the Sections indicated as being operative in the Schedule.

Section A: Employers' Liability

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses in respect of Bodily Injury caused to any Employee during the Period of Insurance and arising out of and in the course of employment with the Insured in the Business.

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the 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 it would not have been liable to pay but for the provisions of such law.

The Company will also pay Defence Costs within the Limit of Indemnity.

Extension to Section A

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by an Employee or the Employee's personal representatives in respect of Bodily Injury caused to such Employee during the Period of Insurance and arising out of and in the course of employment with the Insured in the Business against any company or individual in any court within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and remaining unsatisfied in whole or in part six months after the date of such judgement, the Company will pay to the Employee or to the Employee's personal representatives (at the request of the Insured) the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:-

i) there is no appeal outstanding
ii) if any payment is made under the terms of this Extension the Employee or the Employee's personal representatives shall assign the judgement to the Company.

Section B: Public Liability

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with

i) accidental Bodily Injury to any person
ii) accidental loss of or damage to tangible property
iii) nuisance, trespass, obstruction or interference with any easement, right of light, air, water or way

happening during the Period of Insurance in connection with the Business.

The Company will also pay Defence Costs in addition to the Limit of Indemnity.

Extension to Section B

Contingent Motor Liability

Notwithstanding Additional Exclusions to Section B 5, the Company will indemnify the Insured in respect of liability arising out of the use of any motor vehicle by any Employee in connection with the Business.

The Company will not indemnify the Insured in respect of liability:-

i) arising out of loss of or damage to any such motor vehicle or any goods conveyed therein or thereon.

ii) arising out of Bodily Injury or loss of or damage to tangible property caused:-

   a) by any motor vehicle owned or provided by the Insured.

   b) by any motor vehicle driven with the general consent of the Insured or a representative of the Insured by any person who to the knowledge of the Insured or a representative of the Insured does not hold a licence to drive such vehicle.

   c) outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

iii) which is more specifically insured by any other insurance.

Section C: Product Liability

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with

i) accidental Bodily Injury to any person

ii) accidental loss of or damage to tangible property

happening during the Period of Insurance in connection with the Business and caused by any Product.

The Company will also pay Defence Costs in addition to the Limit of Indemnity.

Section D: Pollution Liability

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with

i) accidental Bodily Injury to any person

ii) accidental loss of or damage to tangible property

iii) nuisance, trespass, obstruction or interference with any easement, right of light, air, water or way

happening during the Period of Insurance and arising out of Pollution but only to the extent that the Insured can demonstrate that such Pollution was the direct result of a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place.

All Pollution which arises out of one incident shall be deemed to have happened at the time such incident takes place.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section E: Officials Indemnity

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection any negligent act, error or omission relating to a breach of statutory duty by the Insured providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section F: Professional Indemnity

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with any

i) advice, design, consultancy, specification or formulae given or undertaken by the Insured
ii) breach of professional duty by the Insured

providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section G: Libel and Slander

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with the publication or utterance of a libel or slander by the Insured providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section H: Land Charges

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with any negligent act or omission relating to information provided or made available on questions of fact regarding land, buildings or other records by the Insured providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section I: Public Health Act

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with loss of earnings by any person as a result of compliance with any public health legislation invoked by the Insured providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Extension to Sections B and D

Defective Premises Act 1972

The Company will indemnify the Insured against all liability arising out of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Business premises which have been disposed of by the Insured, provided that:-

i) the Company shall not be liable for the cost of remedying any defect or alleged defect in any Business premises disposed of by the Insured.
ii) no indemnity is provided in whole or in part by any other insurance.

Extension to All Sections

Compensation for Court Attendance

In the event of any director, partner or Employee of the Insured attending court as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this insurance, the Company will compensate the Insured at the following rates for each day on which attendance is required:-

i)	any director or officer of the Insured	GBP 500 per day.
ii)	any Employee	GBP 250 per day.

Data Protection Act

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data as defined by the said Act held by the Insured, but the Company will not indemnify the Insured for:-

i) the payment of fines or penalties.
ii) the cost of replacing, reinstating, rectifying or erasing any personal data.

Exclusions to All Sections

The Company will not indemnify the Insured in respect of:-

1. liability arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) unless the Insured has requested that there shall be no such exclusion and has accepted the terms offered by the Company in granting such cover (which offer and acceptance must be signified by specific endorsement to this insurance).

2. liability of whatsoever nature directly or indirectly caused by, contributed to by or arising from:-

   i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
   ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. any consequence, whether direct or indirect, of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, Act of Terrorism or military or usurped power but, under Section A, this Exclusion shall not operate in any circumstance where compulsory insurance is required to be effected by the Insured but the Limit of Indemnity shall be reduced to the minimum amount as required by law.

4. liability arising from or in connection with the handling, removal, stripping out, demolition, transportation or disposal of Notifiable Asbestos.

   However this Exclusion shall not apply to liability arising from:-

   i) the accidental discovery of materials known or suspected to be Notifiable Asbestos.
   ii) the investigation of any such suspect materials.

   Provided always that:-
   a) immediately upon discovery, all handling, removal, stripping out, demolition, transportation or disposal of that which is suspected to be Notifiable Asbestos ceases until the composition of all such materials is established
   b) any subsequent handling, removal, stripping out, demolition, transportation or disposal of Notifiable Asbestos is carried out by a licensed contractor on terms which indemnify the Insured for all liability arising out of such work.

   Asbestos means crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of these minerals.

   Notifiable Asbestos means Asbestos that is required to be handled, removed, stripped out, demolished, transported or disposed of by a licensed contractor.

5. liability directly or indirectly arising from or in connection with duties undertaken by bona fide subcontractors working on behalf of the Insured unless all of the following measures are adhered to:-

   i) the Insured has established, maintains and records an administrative procedure for obtaining evidence that bona fide subcontractors effect Employers', Public, Products and Pollution Liability insurance and that such insurance:-

a) provides an indemnity for all duties undertaken by the bona fide subcontractor.
b) contains a provision granting indemnity to any principal.
c) contains Limit(s) of Indemnity which are not less than those provided by this insurance.

ii) the Insured has established, maintains and records an administrative procedure for checking that the insurance of the bona fide subcontractor remains in force for the duration of the contract.

Additional Exclusions to Section A – Employers' Liability

The Company will not indemnify the Insured in respect of liability:-

1. for Bodily Injury to any Employee when such Employee is:-

   i) travelling as a passenger in or on a vehicle
   ii) entering or getting on to or alighting from a vehicle

   owned or operated by the Insured in circumstances where compulsory insurance in respect of the vehicle is required. However, the Company will indemnify the Insured in respect of liability for Bodily Injury to any Employee whilst such Employee is acting in the capacity of the driver of such vehicle.

2. arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands except in respect of temporary visits by Employees (but the Company will not indemnify the Insured in respect of any medical expenses or repatriation costs incurred during such temporary visits).

Additional Exclusions to Section B – Public Liability

The Company will not indemnify the Insured against liability arising:-

1. from Bodily Injury caused to any Employee and arising out of and in the course of employment with the Insured.

2. outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands except in respect of temporary visits by Employees.

3. from loss of or damage to property owned or hired in by the Insured, or in the care, custody or control of the Insured, other than:-

   i) the property of any Employee or visitor.
   ii) any premises (including contents thereof) not owned or rented by the Insured but temporarily occupied by him for the purpose of work therein or thereon.
   iii) any premises tenanted by the Insured to the extent that the Insured would be liable in the absence of any specific agreement.

4. from the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, waterborne craft or offshore structure.

5. from the ownership, possession or use by or on behalf of the Insured of any vehicle or trailer other than liability:-

i) caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer
iii) arising out of any vehicle or trailer temporarily in the Insured's care, custody or control for the purpose of parking
iv) caused by the use of any vehicle as a tool of trade

and where such liability does not require compulsory motor insurance governing the use of any vehicle or trailer.

However, the Company will not indemnify the Insured against liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6. from delay in completion of any contract, liquidated damages, penalty clauses or performance warranties.

7. out of the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or any blow lamp or blow torch away from the Insured's own premises.

8. caused by any Product.

9. out of Pollution.

10. out of or in connection with any:-

    i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
    ii) breach of professional duty by the Insured.

11. out of or in connection with the publication or utterance of a libel or slander by the Insured.

Additional Exclusions to Section C – Product Liability

The Company will not indemnify the Insured against liability arising:-

1. from Bodily Injury caused to any Employee and arising out of and in the course of employment with the Insured.

2. in connection with or caused by any Product used with the Insured's knowledge in, on or attached to any aircraft, hovercraft, waterborne craft or offshore structure.

3. under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

4. from delay in completion of any contract, liquidated damages, penalty clauses or performance warranties.

5. out of Pollution.

6. out of or in connection with any:-

    i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
    ii) breach of professional duty by the Insured.

7. out of or in connection with the publication or utterance of a libel or slander by the Insured.

8. in connection with circumstances known to the Insured prior to the inception date of this insurance.

9. from any Product knowingly exported to the United States of America or Canada unless the Insured has requested that there shall be no such exclusion, and has accepted the terms offered by the Company in granting such cover (which offer and acceptance must be signified by specific endorsement to this insurance).

The Company will not indemnify the Insured:-

1. in respect of loss of or damage to any Product.

2. for the cost of removing, repairing, recalling, rectifying, modifying, replacing or re-applying any Product.

Additional Exclusions to Section D – Pollution Liability

The Company will not indemnify the Insured against liability arising:-

1. from Bodily Injury caused to any Employee and arising out of and in the course of employment with the Insured.

2. outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:-

   i) except in respect of temporary visits by Employees
   ii) unless caused by any Product

   but the Company will not indemnify the Insured against liability arising in the United States of America or Canada.

3. from damage to either:-

   i) land, water, property or premises, or
   ii) land or water within or below the boundaries of any land, property or premises

   either presently or at any time previously

   a) owned or leased by the Insured, or
   b) in the care, custody or control of the Insured other than land, water, property or premises temporarily occupied by the Insured for the purpose of work therein or thereon.

4. i) from the ownership, possession or use by or on behalf of the Insured of, or
   ii) in connection with or caused by any Product used with the Insured's knowledge in, on or attached to

   any aircraft, hovercraft, waterborne craft or offshore structure.

5. from the ownership, possession or use by or on behalf of the Insured of any vehicle or trailer other than

liability:-

i) caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer
iii) arising out of any vehicle or trailer temporarily in the Insured's care, custody or control for the purpose of parking
iv) caused by the use of any vehicle used as a tool of trade

and where such liability does not require compulsory motor insurance governing the use of any vehicle or trailer.

However, the Company will not indemnify the Insured against liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6. from delay in completion of any contract, liquidated damages, penalty clauses or performance warranties.

7. out of the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or any blow lamp or blow torch away from the Insured's own premises.

8. out of or in connection with any:-

i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
ii) breach of professional duty by the Insured.

The Company will not indemnify the Insured:-

1. in respect of loss of or damage to any Product.

2. for the cost of removing, repairing, recalling, rectifying, modifying, replacing or re-applying any Product.

<u>Exclusions to Sections E, F, G, H, and I</u>

The Company will not indemnify the Insured against liability arising:-

1. outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands except in respect of temporary visits by Employees but the Company will not indemnify the Insured against liability arising in the United States of America or Canada.

2. under any contract or agreement unless liability would have attached in the absence of such contract or agreement.

3. from delay in completion of any contract, liquidated damages, penalty clauses or performance warranties.

4. from conspiracy, conversion, deceit, inducement of breach of contract, injurious falsehood, infringement of patent, breach of copyright, breach of trade mark or trade name.

5. out of any act or omission that is deliberately intended to cause a third party to suffer financial loss.

6. out of any circumstance which the Insured was aware of or should have been aware of happening prior to the inception date shown in the Schedule.

7. out of any circumstance happening prior to the Retroactive Date shown in the Schedule.

Additional Exclusions to Section E – Officials Indemnity

The Company will not indemnify the Insured against liability arising:-

1. from Bodily Injury caused to any person.

2. from loss of or damage to tangible property.

3. in respect of nuisance, trespass, obstruction or interference with any easement, right of light, air, water or way.

4. from the ownership, possession or operation by or on behalf of the Insured of any aircraft, hovercraft, waterborne craft or offshore structure.

5. from the ownership, possession or operation by or on behalf of the Insured of any vehicle or trailer other than liability:-

   i) caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
   ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer
   iii) arising out of any vehicle or trailer temporarily in the Insured's care, custody or control for the purpose of parking
   iv) caused by the use of any vehicle as a tool of trade

   and where such liability does not require compulsory motor insurance governing the use of any vehicle or trailer.

   However, the Company will not indemnify the Insured against liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6. out of or in connection with any:-

   i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
   ii) breach of professional duty by the Insured.

7. in respect of the cost of removing, repairing, recalling, rectifying, modifying, replacing or re-applying any Product or making good any faulty or inadequate workmanship performed by or on behalf of the Insured.

8. which is inevitable having regard to the circumstances and nature of the work undertaken or the Product supplied.

9. out of the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or any computer software to correctly recognise the date as its true calendar date.

10. out of any fraudulent or dishonest act.

11. out of or in connection with the publication or utterance of a libel or slander by the Insured.

Additional Exclusions to Section F – Professional Indemnity

The Company will not indemnify the Insured against liability arising:-

1. from the ownership, possession or operation by or on behalf of the Insured of any aircraft, hovercraft, waterborne craft or offshore structure.

2. from the ownership, possession or operation by or on behalf of the Insured of any vehicle or trailer other than liability:-

   i) caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
   ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer
   iii) arising out of any vehicle or trailer temporarily in the Insured's care, custody or control for the purpose of parking
   iv) caused by the use of any vehicle as a tool of trade

3. in respect of the cost of removing, repairing, recalling, rectifying, modifying, replacing or re-applying any Product or making good any faulty or inadequate workmanship performed by or on behalf of the Insured.

4. out of or in connection with any negligent act, error or omission relating to a breach of statutory duty by the Insured.

5. which is inevitable having regard to the circumstances and nature of the work undertaken or the Product supplied.

6. out of the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or any computer software to correctly recognise the date as its true calendar date.

7. out of any fraudulent or dishonest act.

8. out of or in connection with the publication or utterance of a libel or slander by the Insured.

Additional Exclusions to Section G – Libel and Slander

The Company will not indemnify the Insured against liability arising:-

1. out of or in connection with any:-

   i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
   ii) breach of professional duty by the Insured.

2. out of or in connection with any negligent act, error or omission relating to a breach of statutory duty by the Insured.

3. out of any punitive or exemplary damages.

Additional Exclusions to Section H – Land Charges

The Company will not indemnify the Insured against liability arising:-

1. out of or in connection with any:-

   i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
   ii) breach of professional duty by the Insured.

2. out of or in connection with any negligent act, error or omission relating to a breach of statutory duty by the Insured.

3. out of any punitive or exemplary damages.

DEFINITIONS

1. Act of Terrorism

"Act of Terrorism" means an act including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2. Bodily Injury

"Bodily Injury" includes death, injury, illness, disease, false arrest, imprisonment, false eviction, mental injury, mental anguish, distress and nervous shock.

3. Business

As set out in the proposal and described in the attached Schedule which includes:-

i) the ownership, repair, maintenance and decoration of the Insured's property and the provision and management of first aid, fire, security and ambulance services.
ii) the provision and management of catering, social, sports or welfare organisations primarily for the benefit of Employees.
iii) participation in exhibitions.
iv) private work undertaken by an Employee for any director or officer of the Insured.
v) the service or repair of the Insured's own vehicles.

4. Defence Costs

"Defence Costs" means all costs and fees and expenses incurred with the Company's written consent in the defence or settlement of any claim for which an indemnity is provided by this insurance including legal expenses:-

i) incurred by the Insured arising out of any prosecution of the Insured for breach or alleged breach of Part 1 of the United Kingdom Health and Safety at Work etc Act 1974 (or similar European safety legislation) and the Consumer Protection Act 1987, the Data Protection Act 1998, the Food Safety Act 1990 or the Disability Discrimination Act 1995 relating to
    a) if Section A of this insurance is operative, matters affecting the safety, health and welfare of any Employee
    b) if Section B of this insurance is operative, matters affecting the safety, health and welfare of any person other than any Employee (but excluding legal fees and expenses arising from a breach of Section 6 of the Act unless Section C of this insurance is operative)
ii) arising out of representation at any coroner's inquest or fatal accident enquiry.
iii) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity under this insurance including the defence of any charge of manslaughter.

provided that the Company shall not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by the Company in relation to incurring Defence Costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:-

a) there is no reasonable prospect of a defence to a prosecution relating to i), ii) or iii) above.
b) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which an indemnity is provided by this insurance.
c) the prosecution relates to a deliberate act or omission that is intended to cause Bodily Injury.

5.
Employee

"Employee" means any person under a contract of service or apprenticeship with the Insured including:-

i) any labour master or any person supplied by him
ii) any person employed by any labour only sub-contractor
iii) any self-employed person
iv) any person hired to or borrowed by the Insured for the provision of their labour only
v) any person undertaking study or work experience or on any related scheme

whilst engaged by and under the direct control and supervision of the Insured in connection with the Business.

6.
Insured

At the request of the Insured, the "Insured" includes:-

i) any principal, landlord, lessor, hirer or any other party as may be required by contract
ii) any party for whom the Insured is carrying out a contract away from the Insured's own premises
iii) any director or partner of the Insured
iv) any Employee
v) any officer or member of the Insured's catering, social, sports or welfare organisations, first aid, fire, security or ambulance services
vi) any Official
vii) the Insured's executor in the event of the death of the Insured
viii) any Employee or director or any accompanying spouse whilst overseas in the course of the Business and acting in a personal capacity

but (other than in respect of viii)) only in respect of liability for which the Insured named in the Schedule would have been entitled to indemnity under this insurance if the claim had been made directly against the Insured.

7.
Official

"Official" means any individual not under a contract of service or apprenticeship with the Insured but who is appointed or elected to carry out the Insured's duties.

8.
Offshore

In respect of Section A, an Employee is deemed "Offshore" during the period of time commencing when such Employee embarks on to a conveyance at the point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his return from an offshore rig or offshore platform.

9.

Pollution	"Pollution" means:- i) the contamination of the atmosphere or of any water, land or other tangible property by any pollutant (which shall include any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, odour, chemical, waste or disease carrying water droplet). ii) the ingestion or inhalation of any noxious substance or any pollutant by any person.
10. Product	"Product" means any product or goods manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied or distributed by or on behalf of the Insured from or within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (including any advice, design, consultancy, plan, specification, formulae, labelling, packing or instructions for use given in connection therewith) but only after such item has left the Insured's care, custody or control.

CONDITIONS

1. **Interpretation**

This wording and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this wording or Schedule shall bear such specific meaning wherever it may appear.

2. **Precautions**

The Insured shall take all reasonable precautions to prevent loss, damage or Bodily Injury and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. The Insured shall make good or remedy any defect or danger as soon as practicable.

3. **Alterations**

The Insured shall give notice to the Company as soon as practicable of any alteration that materially affects the subject matter of this insurance.

4. **Cancellation**

The Company may cancel this insurance by sending thirty days' written notice to the Insured at the Insured's last known address whereupon the Insured shall be entitled to a refund of a proportionate part of the Premium subject always to Condition 6.

5. **Claims Procedure**

It is a condition precedent to indemnity that:-

i) the Insured shall give to the Company immediate written notice with full particulars of:-
   a) any occurrence which may give rise to a claim for indemnity under this insurance.
   b) (i) any Employee Bodily Injury related absence of more than three working days duration or
      (ii) any disease contracted by any Employee
      but only providing such Bodily Injury or disease has arisen or is alleged to have arisen out of and in the course of employment with the Insured
   c) any impending prosecution, coroner's inquest or fatal accident enquiry in connection with any occurrence which may give rise to a claim for indemnity under this insurance
ii) every letter, claim, writ, summons or process in connection with any occurrence which may form the subject of indemnity hereunder shall be notified or forwarded to the Company immediately upon receipt
iii) the Insured shall neither admit liability for nor agree to settle or repudiate any claim without the written consent of the Company. The Company shall be entitled to conduct the defence of any claim in the name of the Insured and to prosecute in the Insured's name for the Company's benefit any claim for indemnity against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim
iv) the Insured shall give to the Company all such information and assistance as the Company may reasonably require
v) the Insured shall at all times, in addition to their obligations set out above, afford such information to and co-operation with the Company or their appointed agents to allow the Company to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice

and failure to comply in full will result in the Company not providing an indemnity for any related claim.

In addition,

vi) the Company may at any time pay to the Insured the Limit of Indemnity (after deducting any sums already paid) or any less amount for which any claim or claims can be settled and thereafter the Company shall have no further liability under this insurance in connection with such claim or claims except for Defence Costs incurred prior to the date of payment.

vii) for the purpose of Condition 5, "the Company" also means any loss adjuster nominated by the Company and acting on behalf of the Company.

6. Adjustment

If any part of the Premium has been calculated on wageroll and/or turnover estimates given by the Insured, the Insured shall:-

i) keep an accurate record containing all relevant particulars and allow the Company to inspect such record at any time.

ii) within one month from the expiry of the Period of Insurance provide to the Company all such relevant particulars of the actual wageroll and/or turnover and the Premium for the Period of Insurance shall then be adjusted and the difference paid by or allowed to the Insured subject to any minimum premium that may apply.

The Company may require that such particulars are confirmed by the Insured's accountant or auditor or any other party as may be nominated by the Company.

The term wageroll is deemed to be the total gross remuneration paid to all Employees during the Period of Insurance.

7. Other Insurance

If an indemnity is granted in whole or in part by any other insurance, the liability of the Company hereunder shall apply as excess of, and not as contributory with, such other insurance.

8. Fraud

If the Insured shall make any claim knowing such claim to be false or fraudulent as regards amount or otherwise, this insurance shall become void and the Company shall cease to deal with all claims hereunder and shall be entitled to reimbursement of all claims paid (including all costs and expenses).

9. Disputes

This insurance is governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute about or in connection with this insurance.

10. Limit

The liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule provided that under Sections B and C:-

i) in the event of the Company requiring any claims(s) to be contested by the Insured, the Company will, in addition, pay all Defence Costs in connection therewith.

ii) if a payment exceeding the Limit of Indemnity has to be made by the Insured to dispose of a claim, the liability of the Company to pay any Defence Costs in connection therewith shall be limited to such proportion of the Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.

11. Defence Costs

In the event of a loss arising to which the Company may be liable to contribute, no Defence Costs shall be incurred on its behalf without its written consent being first obtained.

12. Multiple Insureds

The inclusion in the Schedule of more than one Insured shall not increase the liability of the Company under this insurance. If two or more such Insureds are involved in the same incident, such incident shall be treated as a single occurrence for the purpose of indemnity under this insurance.

13. Cross Liabilities

Other than in respect of Sections E, F, G, H and I, each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other.

14. Observance

The liability of the Company shall be conditional on the observance by the Insured of the terms of this insurance.

Aspen Complaint Procedure

If at any time the Insured has a complaint regarding this insurance then the matter should be raised first with the Insured's broker or intermediary or advisor.

If they are unable to resolve the complaint then the Insured may refer the matter to the Company in writing detailing the nature of the complaint and should include copies of the Schedule and policy wording and any other relevant information to:

The Compliance Officer
Aspen Insurance UK Ltd
30 Fenchurch Street
London
EC3M 3BD

Or by phone: 020 7184 8402

Or by fax: 020 7184 8500

Or by e-mail: complaints@aspen-insurance.com

A copy of the Company's internal complaint handling procedure is available on request.

In the event that the Company is unable to resolve the matter to the Insured's satisfaction, the Insured may, if eligible, be entitled to refer it to the Financial Ombudsman Service.

LOCAL AUTHORITY COMBINED LIABILITY SCHEDULE

Policy Number	I0A5UYT18A0H / I0A5UYT18B0H	**Broker**	JLT Speciality Ltd

Insured	LONDON BOROUGH OF ENFIELD	**Employer Reference Number(s)**	120/B32
Subsidiary Companies	None		
Address	CIVIC CENTRE SILVER STREET ENFIELD MIDDLESEX EN1 3XF		
Business	Unitary Authority		
Wording	Aspen Local Authority Combined Liability 2015		
Period of Insurance	1 April 2018 to 31 March 2019 both days inclusive		

LIMIT OF INDEMNITY

	Section	Operative	Limit		
A	Employers' Liability	YES	GBP	25,000,000 (but GBP 5,000,000 in respect of Offshore)	any one occurrence.
B	Public Liability	YES	GBP	25,000,000	any one occurrence.
C	Product Liability	YES	GBP	25,000,000	in all in the Period of Insurance.
D	Pollution Liability	YES	GBP	25,000,000	in all in the Period of Insurance.
E	Officials Indemnity	YES	GBP	10,000,000	in all in the Period of Insurance.
F	Professional Indemnity	YES	GBP	1,000,000	in all in the Period of Insurance.
G	Libel and Slander	YES	GBP	5,000,000	in all in the Period of Insurance.
H	Land Charges	YES	GBP	10,000,000	in all in the Period of Insurance.
I	Public Health Act	YES	GBP	100,000	in all in the Period of Insurance.

PREMIUM

	Section	Minimum & Deposit	Method of Calculation	Plus 12% IPT
A	Employers' Liability	GBP [redacted]	Adjustable at [redacted] on Total wages GBP [redacted]	GBP [redacted]
B	Public Liability	GBP [redacted]	Adjustable at [redacted] on Total wages GBP [redacted]	GBP [redacted]
C	Product Liability	Included in B		
D	Pollution Liability	Included in B		
E	Officials Indemnity	GBP [redacted] GBP [redacted]	Adjustable at [redacted] on Total wages (for limits up to and including GBP [redacted]) GBP [redacted] In full for any limit in excess of GBP [redacted]	GBP [redacted] GBP [redacted]
F	Professional Indemnity	Included in B		
G	Libel and Slander	Included in B		
H	Land Charges	Included in B		
I	Public Health Act	Included in B		

In full premium GBP [redacted] for the following limits:

Officials Indemnity	GBP [redacted]	XS GBP [redacted]
Libel and Slander	GBP [redacted]	XS GBP [redacted]
Land Charges	GBP [redacted]	XS GBP [redacted]

ASPEN INSURANCE

LOCAL AUTHORITY COMBINED LIABILITY SCHEDULE

Policy Number I0A5UYT18A0H / I0A5UYT18B0H **Broker** JLT Speciality Ltd

EXCESS

	Section	Excess			
A	Employers' Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
B	Public Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
C	Product Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	
D	Pollution Liability	GBP	500,000	each and every claim inclusive of costs and expenses.	Combined Liability
E	Officials Indemnity	GBP	500,000	each and every claim inclusive of costs and expenses.	Aggregate Stop of
F	Professional Indemnity	GBP	500,000	each and every claim inclusive of costs and expenses.	GBP [redacted]
G	Libel and Slander	GBP	500,000	each and every claim inclusive of costs and expenses.	
H	Land Charges	GBP	500,000	each and every claim inclusive of costs and expenses.	
I	Public Health Act	GBP	500,000	each and every claim inclusive of costs and expenses.	

The Insured shall be responsible for the first amount of each and every claim or series of claims arising from one source or original cause as indicated in the Excess. The amount shown is inclusive of all costs, expenses and fees (other than the fees of Company's nominated loss adjuster) incurred in the investigation, defence or settlement of any claim. The Company may require the Excess to be paid at any time during the investigation, defence or settlement of any claim. Notwithstanding this Excess, the Insured shall comply with Condition 5. Claims Procedure as if no Excess applied. A "claim" is deemed to be any notification forwarded to the Company in accordance with Condition 5. Claims Procedure.

RETROACTIVE DATE

	Section	
E	Officials Indemnity	01 April 2004
F	Professional Indemnity	01 April 2010
G	Libel and Slander	01 April 2004
H	Land Charges	01 April 2004
I	Public Health Act	01 April 2004

MEMORANDA ATTACHING TO THE POLICY

Data Protection Act – Amendment to Limit of Indemnity
Election Indemnity Extension (162a)
Long Term Agreement Clause (No Discount) (Jan 2010) (132b)
Risk Management Bursary

ENDORSEMENTS

Data Protection Act – Amendment to Limit of Indemnity

Extension to All Sections

Data Protection Act is amended to read as follows:

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data as defined by the said Act held by the Insured, but the Company will not indemnify the Insured for:-

i) the payment of fines or penalties.
ii) the cost of replacing, reinstating, rectifying or erasing any personal data.
iii) in respect of Sections E, G and H respectively, any Limit of Indemnity in excess of GBP 2,000,000.

Subject to all other terms of the insurance.

LOCAL AUTHORITY COMBINED LIABILITY SCHEDULE

Policy Number	I0A5UYT18A0H / I0A5UYT18B0H	**Broker**	JLT Speciality Ltd

Election Indemnity Extension [Aspen 162a]

Extension to Section E: Officials' Indemnity

The Company will also indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimant's costs and expenses arising out of or in connection with any accidental breach of duty by any Returning Officer, Acting Returning Officer, Deputy Acting Returning Officer or any other person employed or officially acting for them in connection with any local or United Kingdom parliamentary election, any Police and Crime Commissioners Election, or any referendum.

It is further noted and agreed that the Excess in respect of this Extension is nil.

The Company will also pay Defence Costs within the Limit of Indemnity.

Subject to all other terms of the insurance.

Long Term Agreement [Aspen 132b]

In consideration of the Insured having undertaken to offer the renewal of this insurance to the Company on the same basic rates and conditions for a period of 2 years from 01 April 2015, with the option to extend for a further 12 months from 01 April 2017, and for a further 12 months from 01 April 2018, and to pay the premium annually, a discount has been allowed in arriving at the premium provided that:-

i) the premium shall be subject to revision on a reasonable and proper scale following advice of any alteration that materially affects the subject matter of this insurance.
ii) the minimum and/or deposit premium may be amended following any alteration in any estimate(s) provided (but the maximum reduction in the minimum and deposit premium following any reduction in wages and/or turnover estimates for any subsequent period shall be [redacted]).

If the Insured fails to adhere to his obligations under this agreement, the Company shall secure damages from the Insured in the sum of the total premium that the Company would have been entitled to receive had the Insured adhered to such obligations.

Subject to all other terms of the insurance.

Risk Management Bursary

Upon request, the Company will contribute GBP [redacted] towards agreed risk management initiatives implemented during the Period of Insurance.

Subject to all other terms of the insurance.

QBE European Operations
Public Authority Combined Liability Insurance (UK) Schedule

Public Authority:	**London Borough of Enfield**
Address:	Civic Centre, Silver Street, Enfield, London, EN1 3XN
Business:	London Borough
Policy Number:	**Y129076QBE0119A**
Policy Wording Reference:	**PPBL010119** Cover is provided by the policy wording as above and the endorsements detailed below.
Period of Insurance	**From: 01 April 2019** **To: 31 March 2020** both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.
Date Issued:	12 April 2019 **Issue Number:** 2
Reason for Issue:	Revised Endorsement 002
Insurer:	QBE UK Limited (registered in England number 01761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.; registration number 202842)
Registered Address:	Plantation Place, 30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019
Contact Details **Issue Office:**	London
Claim Notification:	Gallagher Bassett International
Complaints:	Customer Relations Plantation Place, 30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4032 Email: CustomerRelations@uk.qbe.com

Cover Applicable

The figures below apply other than where specifically stated to the contrary within an appendix of this Schedule or within a particular **insured section** of the **policy.**

Insured sections	Limit / Sub-limit of indemnity		Retention	Non-ranking excess
A - Employers' Liability	**Limit of indemnity – GBP 50,000,000** any one occurrence Including **sub-limits of indemnity** for:		GBP 500,000 any one claim	Nil any one claim
	Offshore work	Not Insured		
	War and **terrorism**	**GBP 50,000,000** any one occurrence		
B - Public Liability	**Limit of indemnity – GBP 50,000,000** any one occurrence		GBP 500,000 any one claim	Nil any one claim
	Data Protection	**GBP 10,000,000** any one claim or prosecution and in the aggregate	GBP 500,000 any one claim	Nil any one claim
	Libel or slander (or defamation)	**GBP 5,000,000** any one claim or series of claims and in the aggregate	GBP 500,000 any one claim	Nil any one claim
C - Products liability	**Limit of indemnity – GBP 50,000,000** any one occurrence and in the aggregate		GBP 500,000 any one claim	Nil any one claim
D - Pollution liability	**Limit of indemnity – GBP 50,000,000** any one occurrence		GBP 500,000 any one claim	Nil any one claim
E - Coverage extensions to B, C, and D	Hirers' liability extension	Not Insured	Not Applicable	Nil any one claim

Combined single limit Insured sections B, C and D	**GBP 50,000,000** any one **insured event**

F- Premises environmental liability	Not insured	Not Applicable	Not Applicable

Condition - Aggregate stop limit: GBP [redacted]

The non-ranking excess means the first amount payable by the **insured** in respect of each and every occurrence, claim or potential claim including any **defence costs** made against the **insured**, and all such payments are excluded from this insurance. The non-ranking excess applies to any one claim and the meaning of "any one claim" is to be construed in accordance with the description given in the definitions of **retention** and **series of claims** in the **policy**. The **limit of indemnity** by this **policy** is additional to the non-ranking excess which shall stand at:

GBP Nil

In addition the **insured** will pay the first amount of any covered loss as **retention** but the maximum amount for which the **insured** is responsible during any one **period of insurance** in respect of all amounts payable as **retention** will not exceed the figure shown above as the Aggregate stop limit. The amounts payable as non-ranking excess will not contribute to the Aggregate stop limit

Further the Aggregate stop limit under this **policy** is shared with and eroded in like manner by payments under the following coverages:

Officials Indemnity – 037499/01/2019/0180
Professional Indemnity – 037803/01/2019/0167

Upon exhaustion of the Aggregate stop limit the **insurer** will reimburse the **insured** for subsequent loss payments within this **retention** but the non-ranking excess will stand at:

GBP [redacted] in respect of Officials Indemnity and Professional Indemnity only

Annual Premium

Insured Sections A - E

Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

Minimum and Deposit	**GBP**	[redacted]
Insurance Premium Tax at 12%	**GBP**	[redacted]
Total Payable	**GBP**	[redacted]

Signed on behalf of the **insurer**

Claims Handling Authority

With regard to Clause 9 'Duties in the event of a claim or potential claim' of this **policy** any reference to the **insurer** shall be deemed to include any party authorised to handle claims on the insurer's behalf.

The **insurer** has authorised Gallagher Bassett International Limited to handle claims on the **insurer**'s behalf in respect of this **policy**.

In-House Claims Handling Agreement including conditions and reporting requirements

The insurer has agreed that the **public authority** may handle claims that may be subject to an indemnity under this **policy** but limited to:

Third Party Property Damage claims under Insured section B up to a Claims Handling Limit of GBP [redacted] any one insured event subject to a Notification Threshold of GBP [redacted] any one insured event

and is granted subject to the following provisions:

i) the extent of this In-House Claims Handling Agreement is limited to
   (a) setting raising or amending appropriate reserves without the consent of the **insurer** to a Maximum Value of no more than the Claims Handling Limit shown above in respect of all claims relating to any one **insured event** provided that;
      (1) no suit or legal proceedings have been filed against the **insurer**
      (2) no policy liability question is involved;
   (b) appointing any professional services which have been approved in writing by the **insurer** prior to appointment in relation to claims which fall within the scope of item (a) above;
   (c) handling and settling any claim falling within the scope of item (a) above without the consent of the **insurer** to a Maximum Value of no more than the Claims Handling Limit shown above in respect of all claims relating to any one **insured event**.

ii) Maximum Value relates to the total financial value of the claim making no deductions for liability, contributory negligence, unsecured recoveries, deductible, excess or other form of self insured retentions.

iii) all claims falling outside the extent of this In-House Claims Handling Agreement must be reported in accordance with **policy** conditions.

iv) in any event as soon as the **public authority** has become aware
   (a) of any claim where the Maximum Value reaches or exceeds any Notification Threshold shown above
   (b) that one of the following injury types has occurred
      (1) a fatality
      (2) an amputation of a major extremity
      (3) any serious head injury (including skull fracture or loss of sight of either or both eyes)
      (4) any injury to the spinal cord
      (5) any disability where it appears reasonably likely that there will be a disability of more than one year
      (6) any second or third degree burn of 25% or more of the body
      (7) occupational disease
      (8) chronic pain syndrome or related disorders

(c) of any **insured event** involving any of the following
   (1) sexual or physical abuse
   (2) libel, slander and defamation
   (3) any claim that could be decided by courts representing jurisdictions outside of England, Wales, Scotland and Northern Ireland
   (4) any claim where we are alleging fraud in the defence of a claim or where there is evidence of serious organised crime.
   (5) any claim involving pollution

the **public authority** will supply full details of the claim in writing to the **insurer** together with any evidence and information that may be required by the **insurer** for the purpose of investigating or verifying the claim.

v) it is a condition of this In-House Claims Handling Agreement that

(a) the **public authority** shall provide to the **insurer** such information as the **insurer** requires about the claims it is handling under this In-House Claims Handling Agreement irrespective of status on a 6 monthly basis or at any other such time as the **insurer** shall reasonably require. Prior to the granting of this In-House Claims Handling Agreement the **insurer** will provide the **public authority** with details in writing of such information it requires in relation to all claims handled by the **public authority;**
(b) the **insurer** or its authorised representatives shall have access to all records and data on any media relating to any or all claims the **public authority** is handling under this In-House Claims Handling Agreement provided that the **insurer** or its authorised representatives give no less than seven days' notice in writing of their intention to access such records and data;
(c) the **insurer** reserves the right to audit the in house handled files and any associated operational aspects as required by them;
(d) the **insurer** reserves the right to take over the handling of any claim where the reporting criteria identified in iv) above are met.

vi) this In-House Claims Handling Agreement is provided subject to the **public authority** maintaining the following:

(a) A team of competent and experienced Claims Handlers with sufficient capacity to maintain an efficiency of workloads.
(b) Appropriate claims management systems which can achieve the quality of service required, including staffing numbers.
(c) Robust Claims Management systems which can record the claims management information in a manner acceptable to us. This means recording the claims records on a 'policy year basis' by coverage and the ability to meet the minimum data return requirements set out above.

At all times the **insurer** retains the right to inspect and challenge any of the above aspects.

vii) under no circumstances does this In-House Claims Handling Agreement apply to sub-agents third party administrators brokers or others without the prior written approval of the **insurer**.

viii) the **insurer** reserves the right to withdraw this In-House Claims Handling Agreement by giving no less than seven days' notice in writing in the event that:

(a) any of the provisions contained in this In-House Claims Handling Agreement are breached or
(b) the amount paid with regard to all losses within the **retention** in respect of the **period of insurance** exceeds [redacted] of any Aggregate Stop Loss shown in the **schedule**.

Indemnity to other persons

The following persons or organisations shall at the request of the **public authority** and subject to the written approval of the **insurer** as indicated by the inclusion of the word “yes” in the applicable box next to each listed “entity to be indemnified” below, be included as part of the **insured**.

The **limits of indemnity**, **retention** and non-ranking retentions are applicable unless specifically stated to the contrary.

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any **member**.	YES	YES	YES	YES	Not Applicable
Any principal for whom the **public authority** is or has been carrying out work but only to the extent required by the contract for the work.	YES	YES	NO	NO	Not Applicable
Any governor, manager, trustee and/or head teacher of community or community special schools, colleges and similar establishments under the control of the **public authority** in respect of claims arising out of the use of such schools, colleges and similar establishments for educational purposes or while engaged in their official duties and activities as governors, managers or trustees of such schools.	YES	YES	YES	YES	Not Applicable
Any governor, manager, trustee and/or head teacher of voluntary aided, voluntary controlled, foundation or trust schools within the **public authority** area arising out the use of such schools for educational purposes or while engaged on their official duties and activities as governors, managers or trustees of such schools.	YES	YES	YES	YES	Not Applicable
Any member of the committee for the time being of Parent Teacher Associations or other bodies associated with schools, colleges, homes for the elderly, museums, libraries or other establishments controlled by the **public authority**, but only in respect of any legal liability arising out of the performance of their duties in an official capacity as a member of such committees.	NO	YES	YES	NO	Not Applicable

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any person in the employment of governors, managers, head teachers and/or trustees of voluntary aided, voluntary controlled, foundation or trust schools within the **public authority's** area, in respect of claims arising from the voluntary organisation or supervision of games, athletics, other sporting activities, dramatic productions, clubs, camps, journeys and other similar activities on behalf of the **public authority** which are complementary to, but not part of, the duties of said persons under their contract of service with the **public authority** or such governors, managers, head teachers or trustees.	NO	YES	NO	NO	Not Applicable
The committee for the time being of the School Organisation Committee, but only in respect of any legal liability arising out of such School Organisation Committee.	YES	YES	YES	NO	Not Applicable
Any member for the time being of the Duke of Edinburgh Award scheme committee where the **public authority** is the operating Authority, but only in respect of any legal liability arising out of or in connection with award activities.	NO	YES	NO	NO	Not Applicable
Any person carrying out inspections of educational establishments on behalf of the Office for Standards in Education where the fees for such services are paid to the **public authority** or any local authority maintained school insured under this **policy**.	NO	YES	NO	NO	Not Applicable
Any Coroner acting on behalf of the **insured** in connection with the business.	YES	YES	YES	NO	Not Applicable

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
The members for the time being of the public authority's Youth Offenders Team, but no liability shall attach to the Company for any claim directly attributable to the actions of member authorities, their employees and agents and in the case of any Police Authority Police Officers, including Special Constables, other than in circumstances where a claim is made directly against the **public authority**.	YES	YES	YES	NO	Not Applicable
Any organisation which undertakes the supervision and control of and also participates in a Community Service for Offenders Scheme or Supervised Attendance Order Scheme operated by the **public authority**.	NO	YES	NO	NO	Not Applicable
Any lay visitor or official visitor	NO	YES	NO	NO	Not Applicable
Any foster parent, registered day carer, community carer, respite carer, home help, guardian ad litem, member of any care scheme, registered child minder, and the like appointed by and under the guidance and supervision of the **public authority**, in respect of any legal liability arising out of their activities carried out in connection with the business.	NO	YES	NO	NO	Not Applicable
Any householder utilising the services of home helps employed by the **public authority** or any householder using the services of pupils under the **public authority's** Community Works Placement Scheme but only in respect of claims for bodily injury sustained by such home helps or pupils where such bodily injury arises in connection with the utilisation of the services of the home helps or pupils by the householder.	NO	YES	NO	NO	Not Applicable

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any householder, but in only in respect of any legal liability for bodily injury sustained by any of the **public authority's** home helps, care staff or special educational assistants while such householder utilises the **public authority's** home help, care or special educational services.	YES	NO	NO	NO	Not Applicable
The **public authority's** rent officers and registrars of births, deaths and marriages within the **public authority's** area and their staff.	YES	YES	YES	YES	Not Applicable
The Chief Land Registrar or local registrar of land charges.	YES	YES	YES	YES	Not Applicable
Any party with whom the **public authority** enters into a contract, lease or other agreement to the extent required by such contract, lease or other agreement.	NO	YES	NO	NO	Not Applicable
Any owner or supplier of plant hired in by the **public authority**, but only to the extent required by the conditions of hire.	NO	YES	NO	NO	Not Applicable
Any trustee for the time being of the **public authority's** Superannuation Fund, but only in respect of any legal liability arising out of the ownership of the **premises**.	NO	YES	NO	YES	Not Applicable

Endorsements

These endorsements are additional clauses that form part of the **policy**. The undernoted clauses amend the **insured section** and / or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

Endorsement 001 – Election Officials

The **retention** stated in the **schedule** under **Insured sections** B, C, D and E is NIL in respect of any indemnity provided to any **Election official** at any **Election** held during the **period of insurance**.

Endorsement 002 - Joint Indemnity to Governing Bodies

Joint Indemnity under Employers Liability is provided to the governing bodies of the following schools as from the effective date shown

School	Effective Date
Latymer All Saints CofE Primary School	01 April 2019
Our Lady of Lourdes Catholic Primary School	01 April 2019
St Anne's Catholic High School for Girls	01 April 2019
St Edmunds Catholic Primary School	01 April 2019
St George's RC Primary School	01 April 2019
St John and St James CofE Primary School	01 April 2019
St Mary's Catholic Primary School	01 April 2019
St Michaels at Bowes CofE Junior School	01 April 2019
St Monica's Catholic Primary School	01 April 2019

Endorsement 003 - Tree Roots Condition (Public Liability)

The insurance provided by Insured Section B – Public Liability in respect of **damage** arising from the action of the roots of trees owned by the **public authority** or for which they are responsible is not in operation.

Long Term Agreement – Expiry Date: 31 March 2022

Until the long term agreement Expiry Date shown above the **public authority** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **period of insurance** provided it is understood that;

a) the **insurer** is under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;

b) the **insurer** may increase the Aggregate Stop Limit at each renewal date by up to [redacted] following agreement to such increase by the **public authority**.

The above mentioned undertaking applies to any policy which may be issued by the **insurer** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **public authority** of the **policy** terms.

The **public authority** has the option to extend the expiry date annually by a further two years at its discretion.

QBE European Operations
Public Authority Combined Liability Insurance (UK) Schedule

Public Authority:	**London Borough of Enfield**
Address:	Civic Centre, Silver Street, Enfield, London, EN1 3XN
Business:	London Borough
Policy Number:	**Y129076QBE0120A**
Policy Wording Reference:	**PPBL010419** Cover is provided by the policy wording as above and the endorsements detailed below.
Period of Insurance	**From: 01 April 2020** **To: 31 March 2021** both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.
Date Issued:	31 March 2020 **Issue Number:** 1
Reason for Issue:	Renewal
Insurer:	QBE UK Limited (registered in England number 01761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.; registration number 202842)
Registered Address:	Plantation Place, 30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019
Contact Details **Issue Office:**	London
Claim Notification:	Gallagher Bassett International
Complaints:	Customer Relations Plantation Place, 30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4032 Email: CustomerRelations@uk.qbe.com

Cover Applicable

The figures below apply other than where specifically stated to the contrary within an appendix of this Schedule or within a particular **insured section** of the **policy.**

Insured sections	Limit / Sub-limit of indemnity		Retention	Non-ranking excess
A - Employers' Liability	**Limit of indemnity – GBP 50,000,000** any one occurrence Including **sub-limits of indemnity** for:		GBP 500,000 any one claim	Nil any one claim
	Offshore work	Not Insured		
	War and **terrorism**	**GBP 50,000,000** any one occurrence		
B - Public Liability	**Limit of indemnity – GBP 50,000,000** any one occurrence		GBP 500,000 any one claim	Nil any one claim
	Data Protection	**GBP 10,000,000** any one claim or prosecution and in the aggregate	GBP 500,000 any one claim	Nil any one claim
	Libel or slander (or defamation)	**GBP 5,000,000** any one claim or series of claims and in the aggregate	GBP 500,000 any one claim	Nil any one claim
C - Products liability	**Limit of indemnity – GBP 50,000,000** any one occurrence and in the aggregate		GBP 500,000 any one claim	Nil any one claim
D - Pollution liability	**Limit of indemnity – GBP 50,000,000** any one occurrence		GBP 500,000 any one claim	Nil any one claim
E - Coverage extensions to B, C, and D	Hirers' liability extension	**GBP 2,000,000** any one claim or series of claims arising out of any one occurrence	GBP 250 any one claim	Nil any one claim

Combined single limit Insured sections B, C and D	**GBP 50,000,000** any one **insured event**

F- Premises environmental liability	**Not insured**	Not Applicable	Not Applicable

Condition - Aggregate stop limit: GBP [redacted]

The non-ranking excess means the first amount payable by the **insured** in respect of each and every occurrence, claim or potential claim including any **defence costs** made against the **insured**, and all such payments are excluded from this insurance. The non-ranking excess applies to any one claim and the meaning of "any one claim" is to be construed in accordance with the description given in the definitions of **retention** and **series of claims** in the **policy**. The **limit of indemnity** by this **policy** is additional to the non-ranking excess which shall stand at:

GBP Nil

In addition the **insured** will pay the first amount of any covered loss as **retention** but the maximum amount for which the **insured** is responsible during any one **period of insurance** in respect of all amounts payable as **retention** will not exceed the figure shown above as the Aggregate stop limit. The amounts payable as non-ranking excess will not contribute to the Aggregate stop limit

Further the Aggregate stop limit under this **policy** is shared with and eroded in like manner by payments under the following coverages:

Officials Indemnity – 037499/01/2020/0180
Professional Indemnity – 037803/01/2020/0167

Upon exhaustion of the Aggregate stop limit the **insurer** will reimburse the **insured** for subsequent loss payments within this **retention** but the non-ranking excess will stand at:

GBP [redacted] in respect of Officials Indemnity and Professional Indemnity only

Annual Premium

Insured Sections A - E

Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

Minimum and Deposit	**GBP**	[redacted]
Insurance Premium Tax at 12%	**GBP**	[redacted]
Total Payable	**GBP**	[redacted]

Signed on behalf of the **insurer**

Claims Handling Authority

With regard to Clause 9 'Duties in the event of a claim or potential claim' of this **policy** any reference to the **insurer** shall be deemed to include any party authorised to handle claims on the insurer's behalf.

The **insurer** has authorised Gallagher Bassett International Limited to handle claims on the **insurer**'s behalf in respect of this **policy**.

In-House Claims Handling Agreement including conditions and reporting requirements

The insurer has agreed that the **public authority** may handle claims that may be subject to an indemnity under this **policy** but limited to:

Third Party Property Damage claims under Insured section B up to a Claims Handling Limit of GBP [redacted] any one insured event subject to a Notification Threshold of GBP [redacted] any one insured event

and is granted subject to the following provisions:

i) the extent of this In-House Claims Handling Agreement is limited to
   - (a) setting raising or amending appropriate reserves without the consent of the **insurer** to a Maximum Value of no more than the Claims Handling Limit shown above in respect of all claims relating to any one **insured event** provided that;
     - (1) no suit or legal proceedings have been filed against the **insurer**
     - (2) no policy liability question is involved;
   - (b) appointing any professional services which have been approved in writing by the **insurer** prior to appointment in relation to claims which fall within the scope of item (a) above;
   - (c) handling and settling any claim falling within the scope of item (a) above without the consent of the **insurer** to a Maximum Value of no more than the Claims Handling Limit shown above in respect of all claims relating to any one **insured event**.

ii) Maximum Value relates to the total financial value of the claim making no deductions for liability, contributory negligence, unsecured recoveries, deductible, excess or other form of self insured retentions.

iii) all claims falling outside the extent of this In-House Claims Handling Agreement must be reported in accordance with **policy** conditions.

iv) in any event as soon as the **public authority** has become aware
   - (a) of any claim where the Maximum Value reaches or exceeds any Notification Threshold shown above
   - (b) that one of the following injury types has occurred
     - (1) a fatality
     - (2) an amputation of a major extremity
     - (3) any serious head injury (including skull fracture or loss of sight of either or both eyes)
     - (4) any injury to the spinal cord
     - (5) any disability where it appears reasonably likely that there will be a disability of more than one year
     - (6) any second or third degree burn of 25% or more of the body
     - (7) occupational disease
     - (8) chronic pain syndrome or related disorders
   - (c) of any **insured event** involving any of the following

(1) sexual or physical abuse
(2) libel, slander and defamation
(3) any claim that could be decided by courts representing jurisdictions outside of England, Wales, Scotland and Northern Ireland
(4) any claim where we are alleging fraud in the defence of a claim or where there is evidence of serious organised crime.
(5) any claim involving pollution

the **public authority** will supply full details of the claim in writing to the **insurer** together with any evidence and information that may be required by the **insurer** for the purpose of investigating or verifying the claim.

v) it is a condition of this In-House Claims Handling Agreement that

(a) the **public authority** shall provide to the **insurer** such information as the **insurer** requires about the claims it is handling under this In-House Claims Handling Agreement irrespective of status on a 6 monthly basis or at any other such time as the **insurer** shall reasonably require. Prior to the granting of this In-House Claims Handling Agreement the **insurer** will provide the **public authority** with details in writing of such information it requires in relation to all claims handled by the **public authority;**
(b) the **insurer** or its authorised representatives shall have access to all records and data on any media relating to any or all claims the **public authority** is handling under this In-House Claims Handling Agreement provided that the **insurer** or its authorised representatives give no less than seven days' notice in writing of their intention to access such records and data;
(c) the **insurer** reserves the right to audit the in house handled files and any associated operational aspects as required by them;
(d) the **insurer** reserves the right to take over the handling of any claim where the reporting criteria identified in iv) above are met.

vi) this In-House Claims Handling Agreement is provided subject to the **public authority** maintaining the following:

(a) A team of competent and experienced Claims Handlers with sufficient capacity to maintain an efficiency of workloads.
(b) Appropriate claims management systems which can achieve the quality of service required, including staffing numbers.
(c) Robust Claims Management systems which can record the claims management information in a manner acceptable to us. This means recording the claims records on a 'policy year basis' by coverage and the ability to meet the minimum data return requirements set out above.

At all times the **insurer** retains the right to inspect and challenge any of the above aspects.

vii) under no circumstances does this In-House Claims Handling Agreement apply to sub-agents third party administrators brokers or others without the prior written approval of the **insurer**.

viii) the **insurer** reserves the right to withdraw this In-House Claims Handling Agreement by giving no less than seven days' notice in writing in the event that:

(a) any of the provisions contained in this In-House Claims Handling Agreement are breached or
(b) the amount paid with regard to all losses within the **retention** in respect of the **period of insurance** exceeds [redacted] of any Aggregate Stop Loss shown in the **schedule**.

Indemnity to other persons

The following persons or organisations shall at the request of the **public authority** and subject to the written approval of the **insurer** as indicated by the inclusion of the word "yes" in the applicable box next to each listed "entity to be indemnified" below, be included as part of the **insured**.

The **limits of indemnity**, **retention** and non-ranking retentions are applicable unless specifically stated to the contrary.

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any **member**.	YES	YES	YES	YES	Not Applicable
Any principal for whom the **public authority** is or has been carrying out work but only to the extent required by the contract for the work.	YES	YES	NO	NO	Not Applicable
Any governor, manager, trustee and/or head teacher of community or community special schools, colleges and similar establishments under the control of the **public authority** in respect of claims arising out of the use of such schools, colleges and similar establishments for educational purposes or while engaged in their official duties and activities as governors, managers or trustees of such schools.	YES	YES	YES	YES	Not Applicable
Any governor, manager, trustee and/or head teacher of voluntary aided, voluntary controlled, foundation or trust schools within the **public authority** area arising out the use of such schools for educational purposes or while engaged on their official duties and activities as governors, managers or trustees of such schools.	YES	YES	YES	YES	Not Applicable
Any member of the committee for the time being of Parent Teacher Associations or other bodies associated with schools, colleges, homes for the elderly, museums, libraries or other establishments controlled by the **public authority**, but only in respect of any legal liability arising out of the performance of their duties in an official capacity as a member of such committees.	NO	YES	YES	NO	Not Applicable

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any person in the employment of governors, managers, head teachers and/or trustees of voluntary aided, voluntary controlled, foundation or trust schools within the **public authority's** area, in respect of claims arising from the voluntary organisation or supervision of games, athletics, other sporting activities, dramatic productions, clubs, camps, journeys and other similar activities on behalf of the **public authority** which are complementary to, but not part of, the duties of said persons under their contract of service with the **public authority** or such governors, managers, head teachers or trustees.	NO	YES	NO	NO	Not Applicable
The committee for the time being of the School Organisation Committee, but only in respect of any legal liability arising out of such School Organisation Committee.	YES	YES	YES	NO	Not Applicable
Any member for the time being of the Duke of Edinburgh Award scheme committee where the **public authority** is the operating Authority, but only in respect of any legal liability arising out of or in connection with award activities.	NO	YES	NO	NO	Not Applicable
Any person carrying out inspections of educational establishments on behalf of the Office for Standards in Education where the fees for such services are paid to the **public authority** or any local authority maintained school insured under this **policy**.	NO	YES	NO	NO	Not Applicable
Any Coroner acting on behalf of the **insured** in connection with the business.	YES	YES	YES	NO	Not Applicable

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
The members for the time being of the public authority's Youth Offenders Team, but no liability shall attach to the Company for any claim directly attributable to the actions of member authorities, their employees and agents and in the case of any Police Authority Police Officers, including Special Constables, other than in circumstances where a claim is made directly against the **public authority**.	YES	YES	YES	NO	Not Applicable
Any organisation which undertakes the supervision and control of and also participates in a Community Service for Offenders Scheme or Supervised Attendance Order Scheme operated by the **public authority**.	NO	YES	NO	NO	Not Applicable
Any lay visitor or official visitor	NO	YES	NO	NO	Not Applicable
Any foster parent, registered day carer, community carer, respite carer, home help, guardian ad litem, member of any care scheme, registered child minder, and the like appointed by and under the guidance and supervision of the **public authority**, in respect of any legal liability arising out of their activities carried out in connection with the business.	NO	YES	NO	NO	Not Applicable
Any householder utilising the services of home helps employed by the **public authority** or any householder using the services of pupils under the **public authority's** Community Works Placement Scheme but only in respect of claims for bodily injury sustained by such home helps or pupils where such bodily injury arises in connection with the utilisation of the services of the home helps or pupils by the householder.	NO	YES	NO	NO	Not Applicable

Entities to be indemnified	**Insured sections under which indemnity is available**				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any householder, but in only in respect of any legal liability for bodily injury sustained by any of the **public authority's** home helps, care staff or special educational assistants while such householder utilises the **public authority's** home help, care or special educational services.	YES	NO	NO	NO	Not Applicable
The **public authority's** rent officers and registrars of births, deaths and marriages within the **public authority's** area and their staff.	YES	YES	YES	YES	Not Applicable
The Chief Land Registrar or local registrar of land charges.	YES	YES	YES	YES	Not Applicable
Any party with whom the **public authority** enters into a contract, lease or other agreement to the extent required by such contract, lease or other agreement.	NO	YES	NO	NO	Not Applicable
Any owner or supplier of plant hired in by the **public authority**, but only to the extent required by the conditions of hire.	NO	YES	NO	NO	Not Applicable
Any trustee for the time being of the **public authority's** Superannuation Fund, but only in respect of any legal liability arising out of the ownership of the **premises**.	NO	YES	NO	YES	Not Applicable
Any person appointed to assist the **public authority** in considering and determining complaints made against a **member** in relation to the **public authority** Code of Conduct.	YES	YES	YES	YES	Not Applicable

Endorsements

These endorsements are additional clauses that form part of the **policy**. The undernoted clauses amend the **insured section** and / or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

Endorsement 001 – Election Officials

The **retention** stated in the **schedule** under **Insured sections** B,C,D and E is NIL in respect of any indemnity provided to any **Election official** at any **Election** held during the **period of insurance**.

Endorsement 002 - Joint Indemnity to Governing Bodies

Joint Indemnity under Employers Liability is provided to the governing bodies of the following schools as from the effective date shown

School	**Effective Date**
Latymer All Saints CofE Primary School	01 April 2020
Our Lady of Lourdes Catholic Primary School	01 April 2020
St George's RC Primary School	01 April 2020
St John and St James CofE Primary School	01 April 2020
St Mary's Catholic Primary School	01 April 2020
St Michaels at Bowes CofE Junior School	01 April 2020
St Monica's Catholic Primary School	01 April 2020
West Lea School	01 April 2020

Endorsement 003 - Tree Roots Condition (Public Liability)

The insurance provided by Insured Section B – Public Liability in respect of **damage** arising from the action of the roots of trees owned by the **public authority** or for which they are responsible is not in operation.

Long Term Agreement – Expiry Date: 31 March 2022

Until the long term agreement Expiry Date shown above the **public authority** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **period of insurance** provided it is understood that;

a) the **insurer** is under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;

b) the **insurer** may increase the Aggregate Stop Limit at each renewal date by up to [redacted] following agreement to such increase by the **public authority**.

The above mentioned undertaking applies to any policy which may be issued by the **insurer** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **public authority** of the **policy** terms.

The **public authority** has the option to extend the expiry date annually by a further two years at its discretion.

QBE European Operations
Public Authority Combined Liability Insurance (UK) Schedule

Public Authority:	**London Borough of Enfield**
Address:	Civic Centre, Silver Street, Enfield, London, EN1 3XN
Business:	London Borough
Policy Number:	**Y129076QBE0121A**
Policy Wording Reference:	**PPBL010121** Cover is provided by the policy wording as above and the endorsements detailed below.
Period of Insurance	**From: 01 April 2021** **To: 31 March 2022** both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.
Date Issued:	30 March 2021 **Issue Number:** 1
Reason for Issue:	Renewal
Insurer:	QBE UK Limited (registered in England number 01761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.; registration number 202842)
Registered Address:	30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019
Contact Details	
Issue Office:	London
Claim Notification:	Gallagher Bassett International
Complaints:	Customer Relations 30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4032 Email: CustomerRelations@uk.qbe.com

QBE

Cover Applicable

The figures below apply other than where specifically stated to the contrary within an appendix of this Schedule or within a particular **insured section** of the **policy.**

Insured sections	Limit / Sub-limit of indemnity		Retention	Non-ranking excess
A - Employers' Liability	**Limit of indemnity – GBP 50,000,000** any one occurrence Including **sub-limits of indemnity** for:		GBP 500,000 any one claim	Nil any one claim
	Offshore work	Not Insured		
	War and **terrorism**	**GBP 50,000,000** any one occurrence		
B - Public Liability	**Limit of indemnity – GBP 50,000,000** any one occurrence		GBP 500,000 any one claim	Nil any one claim
	Data Protection	**GBP 10,000,000** any one claim or prosecution and in the aggregate	GBP 500,000 any one claim	Nil any one claim
	Libel or slander (or defamation)	**GBP 5,000,000** any one claim or series of claims and in the aggregate	GBP 500,000 any one claim	Nil any one claim
C - Products liability	**Limit of indemnity – GBP 50,000,000** any one occurrence and in the aggregate		GBP 500,000 any one claim	Nil any one claim
D - Pollution liability	**Limit of indemnity – GBP 50,000,000** any one occurrence		GBP 500,000 any one claim	Nil any one claim
E - Coverage extensions to B, C, and D	Hirers' liability extension	**GBP 2,000,000** any one claim or series of claims arising out of any one occurrence	GBP 250 any one claim	Nil any one claim

Combined single limit Insured sections B, C and D	**GBP 50,000,000** any one **insured event**

F- Premises environmental liability	**Not insured**	Not Applicable	Not Applicable

Condition - Aggregate stop limit: GBP [redacted]

The non-ranking excess means the first amount payable by the **insured** in respect of each and every occurrence, claim or potential claim including any **defence costs** made against the **insured**, and all such payments are excluded from this insurance. The non-ranking excess applies to any one claim and the meaning of "any one claim" is to be construed in accordance with the description given in the definitions of **retention** and **series of claims** in the **policy**. The **limit of indemnity** by this **policy** is additional to the non-ranking excess which shall stand at:

GBP Nil

In addition the **insured** will pay the first amount of any covered loss as **retention** but the maximum amount for which the **insured** is responsible during any one **period of insurance** in respect of all amounts payable as **retention** will not exceed the figure shown above as the Aggregate stop limit. The amounts payable as non-ranking excess will not contribute to the Aggregate stop limit

Further the Aggregate stop limit under this **policy** is shared with and eroded in like manner by payments under the following coverages:

Officials Indemnity – 037499/01/2021/0180
Professional Indemnity – 037803/01/2021/0167

Upon exhaustion of the Aggregate stop limit the **insurer** will reimburse the **insured** for subsequent loss payments within this **retention** but the non-ranking excess will stand at:

GBP [redacted] in respect of Officials Indemnity and Professional Indemnity only

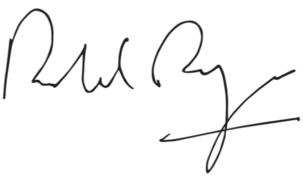
Annual Premium

Insured Sections A - E

Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

Minimum and Deposit	**GBP**	[redacted]
Insurance Premium Tax at 12%	**GBP**	[redacted]
Total Payable	**GBP**	[redacted]

Signed on behalf of the **insurer**



Claims Handling Authority

With regard to Clause 9 'Duties in the event of a claim or potential claim' of this **policy** any reference to the **insurer** shall be deemed to include any party authorised to handle claims on the insurer's behalf.

The **insurer** has authorised Gallagher Bassett International Limited to handle claims on the **insurer**'s behalf in respect of this **policy**.

In-House Claims Handling Agreement including conditions and reporting requirements

The insurer has agreed that the **public authority** may handle claims that may be subject to an indemnity under this **policy** but limited to:

Third Party Property Damage claims under Insured section B up to a Claims Handling Limit of GBP [redacted] any one insured event subject to a Notification Threshold of GBP [redacted] any one insured event

and is granted subject to the following provisions:

i) the extent of this In-House Claims Handling Agreement is limited to
   (a) setting raising or amending appropriate reserves without the consent of the **insurer** to a Maximum Value of no more than the Claims Handling Limit shown above in respect of all claims relating to any one **insured event** provided that;
      (1) no suit or legal proceedings have been filed against the **insurer**
      (2) no policy liability question is involved;
   (b) appointing any professional services which have been approved in writing by the **insurer** prior to appointment in relation to claims which fall within the scope of item (a) above;
   (c) handling and settling any claim falling within the scope of item (a) above without the consent of the **insurer** to a Maximum Value of no more than the Claims Handling Limit shown above in respect of all claims relating to any one **insured event**.

ii) Maximum Value relates to the total financial value of the claim making no deductions for liability, contributory negligence, unsecured recoveries, deductible, excess or other form of self insured retentions.

iii) all claims falling outside the extent of this In-House Claims Handling Agreement must be reported in accordance with **policy** conditions.

iv) in any event as soon as the **public authority** has become aware

   (a) of any claim where the Maximum Value reaches or exceeds any Notification Threshold shown above

   (b) that one of the following injury types has occurred

      (1) a fatality
      (2) an amputation of a major extremity
      (3) any serious head injury (including skull fracture or loss of sight of either or both eyes)
      (4) any injury to the spinal cord
      (5) any disability where it appears reasonably likely that there will be a disability of more than one year
      (6) any second or third degree burn of 25% or more of the body
      (7) occupational disease
      (8) chronic pain syndrome or related disorders
      (9) where the claim involved alleges exposure either in full or as part of the claim to COVID – 19 or any other disease or virus which is declared a pandemic by the World Health Organisation (WHO) or by any Regulatory Body (including Central Government) who may have jurisdiction with the UK

(c) of any **insured event** involving any of the following
    (1) sexual or physical abuse
    (2) libel, slander and defamation
    (3) any claim that could be decided by courts representing jurisdictions outside of England, Wales, Scotland and Northern Ireland
    (4) any claim where we are alleging fraud in the defence of a claim or where there is evidence of serious organised crime.
    (5) any claim involving pollution

the **public authority** will supply full details of the claim in writing to the **insurer** together with any evidence and information that may be required by the **insurer** for the purpose of investigating or verifying the claim.

v) it is a condition of this In-House Claims Handling Agreement that

(a) the **public authority** shall provide to the **insurer** such information as the **insurer** requires about the claims it is handling under this In-House Claims Handling Agreement irrespective of status on a 6 monthly basis or at any other such time as the **insurer** shall reasonably require. Prior to the granting of this In-House Claims Handling Agreement the **insurer** will provide the **public authority** with details in writing of such information it requires in relation to all claims handled by the **public authority;**
(b) the **insurer** or its authorised representatives shall have access to all records and data on any media relating to any or all claims the **public authority** is handling under this In-House Claims Handling Agreement provided that the **insurer** or its authorised representatives give no less than seven days' notice in writing of their intention to access such records and data;
(c) the **insurer** reserves the right to audit the in house handled files and any associated operational aspects as required by them;
(d) the **insurer** reserves the right to take over the handling of any claim where the reporting criteria identified in iv) above are met.

vi) this In-House Claims Handling Agreement is provided subject to the **public authority** maintaining the following:

(a) A team of competent and experienced Claims Handlers with sufficient capacity to maintain an efficiency of workloads.
(b) Appropriate claims management systems which can achieve the quality of service required, including staffing numbers.
(c) Robust Claims Management systems which can record the claims management information in a manner acceptable to us. This means recording the claims records on a 'policy year basis' by coverage and the ability to meet the minimum data return requirements set out above.

At all times the **insurer** retains the right to inspect and challenge any of the above aspects.

vii) under no circumstances does this In-House Claims Handling Agreement apply to sub-agents third party administrators brokers or others without the prior written approval of the **insurer**.

viii) the **insurer** reserves the right to withdraw this In-House Claims Handling Agreement by giving no less than seven days' notice in writing in the event that:

(a) any of the provisions contained in this In-House Claims Handling Agreement are breached or
(b) the amount paid with regard to all losses within the **retention** in respect of the **period of insurance** exceeds [redacted] of any Aggregate Stop Loss shown in the **schedule**.

Indemnity to other persons

The following persons or organisations shall at the request of the **public authority** and subject to the written approval of the **insurer** as indicated by the inclusion of the word "yes" in the applicable box next to each listed "entity to be indemnified" below, be included as part of the **insured**.

The **limits of indemnity**, **retention** and non-ranking retentions are applicable unless specifically stated to the contrary.

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any **member**.	YES	YES	YES	YES	Not Applicable
Any principal for whom the **public authority** is or has been carrying out work but only to the extent required by the contract for the work.	YES	YES	NO	NO	Not Applicable
Any governor, manager, trustee and/or head teacher of community or community special schools, colleges and similar establishments under the control of the **public authority** in respect of claims arising out of the use of such schools, colleges and similar establishments for educational purposes or while engaged in their official duties and activities as governors, managers or trustees of such schools.	YES	YES	YES	YES	Not Applicable
Any governor, manager, trustee and/or head teacher of voluntary aided, voluntary controlled, foundation or trust schools within the **public authority** area arising out the use of such schools for educational purposes or while engaged on their official duties and activities as governors, managers or trustees of such schools.	YES	YES	YES	YES	Not Applicable
Any member of the committee for the time being of Parent Teacher Associations or other bodies associated with schools, colleges, homes for the elderly, museums, libraries or other establishments controlled by the **public authority**, but only in respect of any legal liability arising out of the performance of their duties in an official capacity as a member of such committees.	NO	YES	YES	NO	Not Applicable

Entities to be indemnified	Insured sections under which indemnity is available				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any person in the employment of governors, managers, head teachers and/or trustees of voluntary aided, voluntary controlled, foundation or trust schools within the **public authority's** area, in respect of claims arising from the voluntary organisation or supervision of games, athletics, other sporting activities, dramatic productions, clubs, camps, journeys and other similar activities on behalf of the **public authority** which are complementary to, but not part of, the duties of said persons under their contract of service with the **public authority** or such governors, managers, head teachers or trustees.	NO	YES	NO	NO	Not Applicable
The committee for the time being of the School Organisation Committee, but only in respect of any legal liability arising out of such School Organisation Committee.	YES	YES	YES	NO	Not Applicable
Any member for the time being of the Duke of Edinburgh Award scheme committee where the **public authority** is the operating Authority, but only in respect of any legal liability arising out of or in connection with award activities.	NO	YES	NO	NO	Not Applicable
Any person carrying out inspections of educational establishments on behalf of the Office for Standards in Education where the fees for such services are paid to the **public authority** or any local authority maintained school insured under this **policy**.	NO	YES	NO	NO	Not Applicable
Any Coroner acting on behalf of the **insured** in connection with the business.	YES	YES	YES	NO	Not Applicable

Entities to be indemnified	**Insured sections under which indemnity is available**				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
The members for the time being of the public authority's Youth Offenders Team, but no liability shall attach to the Company for any claim directly attributable to the actions of member authorities, their employees and agents and in the case of any Police Authority Police Officers, including Special Constables, other than in circumstances where a claim is made directly against the **public authority**.	YES	YES	YES	NO	Not Applicable
Any organisation which undertakes the supervision and control of and also participates in a Community Service for Offenders Scheme or Supervised Attendance Order Scheme operated by the **public authority**.	NO	YES	NO	NO	Not Applicable
Any lay visitor or official visitor	NO	YES	NO	NO	Not Applicable
Any foster parent, registered day carer, community carer, respite carer, home help, guardian ad litem, member of any care scheme, registered child minder, and the like appointed by and under the guidance and supervision of the **public authority**, in respect of any legal liability arising out of their activities carried out in connection with the business.	NO	YES	NO	NO	Not Applicable
Any householder utilising the services of home helps employed by the **public authority** or any householder using the services of pupils under the **public authority's** Community Works Placement Scheme but only in respect of claims for bodily injury sustained by such home helps or pupils where such bodily injury arises in connection with the utilisation of the services of the home helps or pupils by the householder.	NO	YES	NO	NO	Not Applicable

Entities to be indemnified	**Insured sections under which indemnity is available**				
	Employers' Liability	**Public Liability**	**Products Liability**	**Pollution Liability**	**Premises environmental**
Any householder, but in only in respect of any legal liability for bodily injury sustained by any of the **public authority's** home helps, care staff or special educational assistants while such householder utilises the **public authority's** home help, care or special educational services.	YES	NO	NO	NO	Not Applicable
The **public authority's** rent officers and registrars of births, deaths and marriages within the **public authority's** area and their staff.	YES	YES	YES	YES	Not Applicable
The Chief Land Registrar or local registrar of land charges.	YES	YES	YES	YES	Not Applicable
Any party with whom the **public authority** enters into a contract, lease or other agreement to the extent required by such contract, lease or other agreement.	NO	YES	NO	NO	Not Applicable
Any owner or supplier of plant hired in by the **public authority**, but only to the extent required by the conditions of hire.	NO	YES	NO	NO	Not Applicable
Any trustee for the time being of the **public authority's** Superannuation Fund, but only in respect of any legal liability arising out of the ownership of the **premises**.	NO	YES	NO	YES	Not Applicable
Any person appointed to assist the **public authority** in considering and determining complaints made against a **member** in relation to the **public authority** Code of Conduct.	YES	YES	YES	YES	Not Applicable

Endorsements

These endorsements are additional clauses that form part of the **policy**. The undernoted clauses amend the **insured section** and / or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

Endorsement 001 – Election Officials

The **retention** stated in the **schedule** under **Insured sections** B,C,D and E is NIL in respect of any indemnity provided to any **Election official** at any **Election** held during the **period of insurance**.

Endorsement 002 - Joint Indemnity to Governing Bodies

Joint Indemnity under Employers Liability is provided to the governing bodies of the following schools as from the effective date shown

School	Effective Date
St John and St James CofE Primary School	01 April 2021
St Mary's Catholic Primary School	01 April 2021
West Lea School	01 April 2021

Endorsement 003 - Tree Roots Condition (Public Liability)

The insurance provided by Insured Section B – Public Liability in respect of **damage** arising from the action of the roots of trees owned by the **public authority** or for which they are responsible is not in operation.

Endorsement 004 - Conditions: Self-insurance retention – Covid-19/Pandemic related claims occurring in care home and domiciliary care
Insured section: ‘Employers’ Liability’ and ‘Public Liability’

The **retention** included in the **schedule** for the ‘Employers’ Liability’ and ‘Public Liability’ **sections** of this policy is respectively amended to GBP 500,000 any one claimant for **Covid-19/Pandemic related claims** arising out of and in connection with the **business** during the **period of insurance**.

For the purpose of this endorsement, the ‘General definitions and interpretations’ **section** of this **policy** is amended as follows:

A. The definition of **retention** is deleted and replaced with the following definition:

Retention
Retention means the first amount payable by the **insured** in respect of each and every claimant, potential claimant; and/or **defence costs** (excluding adjusters’ fees) as ascertained after the application of all other terms and conditions of this **policy.** The **limit of indemnity** will be reduced by the **retention.**

B. A definition of Covid-19/Pandemic related claims is added:

Covid-19/Pandemic related claims
Covid-19/Pandemic related claims means any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

1.1. any coronavirus (or similar or equivalent virus in the future);

1.2. any mutation or variation of 1.1 above;

1.3. any coronavirus disease (or similar or equivalent disease in the future);

1.4. any epidemic, or pandemic which poses a threat to human health or human welfare;

1.5. any fear or threat of 1.1, 1.2, 1.3 or 1.4 above;

1.6. the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of 1.1, 1.2, 1.3 or 1.4 above; or

1.7. the **insured’s** compliance or non-compliance with any advice, guidance, regulation, order, decree or law issued by a Public Authority in response to 1.1, 1.2, 1.3 or 1.4 above.

2. Public Authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote or protect public health.

This **policy** will only provide indemnity in respect of **Covid-19/Pandemic related claims** as defined above in this endorsement.

CLAUSE : PBLCOP 010820

Endorsement 005 - Exclusion: Cyber Risks

The following clause and definitions are added to and incorporated into the policy and shall replace and supersede any existing and comparable provision:

1. The **policy** shall exclude:

1.1.1. any actual or alleged loss, damage, liability, **bodily injury**, **personal injury**, compensation, medical payment, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by the **insured**, howsoever incurred or accruing, directly or indirectly arising out of, caused by, contributed to, resulting from, or in connection with any of the following:

a) an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such acts, involving access to, processing of, use of or operation of any **computer system**;

b) any failure to act, error or omission or series of related failures to act, errors or omissions involving access to, processing of, use of or operation of any **computer system**;

c) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system;** or

d) any breach of duty (including statutory or regulatory duty), or breach of trust or any series of related breaches of duty (including statutory or regulatory duty) or breaches of trust involving or affecting the use or operation of, or access to, any **computer system.**

1.1.2. any actual or alleged loss, **damage**, liability, **bodily injury**, compensation, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by the **insured**, howsoever incurred or accruing, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**; regardless of any other cause of event contributing concurrently.

1.1.3. This exclusion shall not apply to:

a) liability for any **bodily injury** or **damage** arising out of **terrorism**, to the extent that cover is expressly provided elsewhere in the **policy** and shown as covered in the **schedule**;

b) any liability arising out of any ‘Data Protection’ extension(s) to the extent that cover is expressly provided elsewhere in the **policy** and shown as covered in the **schedule**;

c) the Employers’ Liability **section** of the **policy** in respect of liability for any **bodily injury** sustained by an **employee** arising out of their employment and caused during the **period of insurance;** or

d) the General Liability section of the policy in respect of liability for any ensuing accidental **bodily injury** or accidental **damage** which is not otherwise excluded.

Definitions

To the extent that a defined term is used which is neither defined in the underlying policy or below, such word shall be construed in accordance with its ordinary meaning. For the purposes of this Exclusion:

Computer System means any computer, hardware, software, programs, telecommunications system, email system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

Damage means loss of, destruction of or physical damage to tangible property.

Electronic Data means facts, concepts, code, and any other information converted to a form usable for communication, display, distribution, interpretation or processing by a **computer system** or any electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

Long Term Agreement – Expiry Date: 31 March 2022

Until the long term agreement Expiry Date shown above the **public authority** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **period of insurance** provided it is understood that;

a) the **insurer** is under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;

b) the **insurer** may increase the Aggregate Stop Limit at each renewal date by up to [redacted] following agreement to such increase by the **public authority**.

The above mentioned undertaking applies to any policy which may be issued by the **insurer** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **public authority** of the **policy** terms.

The **public authority** has the option to extend the expiry date annually by a further two years at its discretion.

PPBL010121
Public Authority Combined Liability Insurance Policy

Underwritten by QBE

Exclusive

This policy is available to the public and education sector exclusively through RMP.

As your insurance partner we regularly review cover available in the market to ensure that you are suitably protected.

Risk Management Partners
rmpartners.co.uk

Public Authority Combined Liability Insurance (UK) Policy

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1 Our agreement in general

1.1 Parties to this agreement

This **policy** is between the **insured** and the **insurer** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

1.2 Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation.

1.3 Policy structure

1.3.1 The **insured sections** set out the scope of main coverage and the circumstances in which the **insurer's** liability to the **insured** is limited or may be excluded. Further, each **insured section** sets out other terms and conditions. The cover by each **insured section** is only operative if stated as 'insured' in the **schedule**. Where any **schedule** heading or sub-heading states 'n/a', 'not applicable' or 'not insured' then no cover applies for that item.

1.3.2 Additional clauses set out terms, exclusions or limitations that may apply to more than one **insured section**.

1.3.3 The following general terms apply to all **insured sections**, clauses and endorsements:

a) claims handling terms and conditions;

b) general terms and conditions;

c) general definitions and interpretations; and

d) complaints.

1.4 Period of insurance and premium

1.4.1 The **policy** will provide insurance as described herein for the **period of insurance** provided the premium and other charges are paid to and accepted by the **insurer** on or before the payment date shown in the **schedule**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

1.4.2 The premium is deemed paid and accepted on receipt by the **insurer** or the broker appointed to place this insurance with the **insurer**.

1.4.3 If any premium (including the instalment of premium) is not paid and accepted by the **insurer** on or before its payment date shown in the **schedule** the **insurer** can give written notice to the **insured** at its address shown on the **schedule**, cancelling the **policy** with effect from the seventh (7th) day after the notice has been served, but that cancellation will be prevented from taking effect and the **policy** continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

2 Insured section A - Employers' liability

2.1 Employers' liability cover

2.1.1 The **insurer** agrees to indemnify the **insured** for all sums that the **insured** will become legally liable to pay as damages or compensation, including claimant costs recoverable from the **insured**, arising out of **bodily injury** caused during the **period of insurance** to an **employee** who, at the time of the cause, was working in the course of employment by the **public authority** in the **business** except that where such employment is undertaken temporarily outside the **United Kingdom**:

a) the **employee** must be intending to return to the **United Kingdom** following completion of the temporary overseas employment; and

b) the temporary overseas employment outside the **United Kingdom** is not intended or planned to exceed twelve (12) months duration; and

c) any temporary overseas employment undertaken in **North America** applies only to clerical, promotional, sales conference attendance and other similar non-manual work.

2.1.2 Unless expressly stated to the contrary, cover granted by any clause or any endorsement to this **policy** does not increase the **limit of indemnity**. Any **sub-limit of indemnity** stated forms part of and is not additional to the **limit of indemnity**.

2.2 Employers' liability defence costs

2.2.1 Following any event which is or may be the subject of indemnity under the 'Employers' liability cover' clause above whether or not **bodily injury** has occurred the **insurer** agrees to indemnify the **insured** for **defence costs** but such **defence costs** form part of the **limit of indemnity** and do not increase the **limit of indemnity** or any **sub-limit of indemnity**.

2.2.2 This indemnity is subject to the exclusion 'Defence costs incurred without the **insurer's** consent'**.**

2.3 Employers' liability extensions

2.3.1 **Contractual liability**

Where any contract or agreement entered into by the insured so requires the **insurer** will indemnify the **insured** against liability arising in connection with and assumed by the **insured** by virtue of such contract or agreement but only so far as concerns liability as defined in this **insured section** to **employees** of the **insured** provided that the terms and conditions of this insurance will apply as far may be practicable.

2.3.2 **Cross liabilities**

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party as if a separate **policy** had been issued to each. Where claims are made against any such insured by any other **insured**, the **insurer's** total liability to all parties will not exceed the **limit of indemnity** or any applicable **sub-limit of indemnity**.

2.3.3 **Data Protection**

The **insurer** will indemnify the **public authority** and, if the **public authority** so requires, any **employee** in respect of their liability to pay:

a) any valid compensation, including any associated **defence costs**, in respect of:

i. damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or

ii. material or non-material damage under Article 82 of the General Data Protection Regulation ('GDPR'),

first occurring during the **period of insurance** and resulting in a claim or claims brought by any **employee** and notified to the **insurer** during the **period of insurance**; and

b) **defence costs** in relation to a prosecution commenced during the **period of insurance** under the DPA, any subsequent amending or replacement legislation or the GDPR and incurred with the prior written consent of the **insurer**.

This extension shall not apply in respect of:

a) the cost of replacing, reinstating, rectifying or erasing any personal data;
b) any cost relating to the investigation of a data breach, or any obligation to report a data breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to data subjects;
c) liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under this **policy**, the effect of which would knowingly result in liability under the DPA, or any subsequent amending or replacement legislation, or the GDPR but this exclusion shall not apply to the liability of the **public authority** in respect of a deliberate or intentional act by or omission of any **employee** or any other individual person;
d) claims which arise out of circumstances that are notified to any previous insurer or known to the **insured** at inception of this **policy**;
e) liability for which indemnity is provided under any other insurance; or
f) claims or prosecutions brought against the **insured** outside the Courts of the **United Kingdom**.

2.3.4 **Indemnity to other parties**
At the request of the **public authority**, the **insurer** will separately indemnify each **other insured party** provided that the:

a) **public authority** would have been entitled to indemnity by this **policy** had the claim or suit been made against the **public authority**;
b) **insurer** has the sole conduct and control of any claim;
c) **other insured party** shall, as though he were the **public authority**, observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply;
d) **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity** or any applicable **sub-limit of indemnity**.

2.3.5 **Medical treatment**
This insurance extends to indemnify the **public authority** and any qualified medical practitioner or health care practitioner employed by the **public authority** in respect of liability to any person under a contract of service or apprenticeship with the **public authority** resulting from treatment given provided that:

a) any such qualified medical practitioner or health care practitioner shall, as though they were the **insured**, be subject to the terms of this **policy** so far as they can apply; and
b) the indemnity granted by this clause shall not apply where there is any other valid or collectible insurance available to the **public authority**, the qualified medical practitioner or health care practitioner nor shall this insurance contribute to any other valid or collectible insurance.

2.3.6 **Offshore activities**
The insurance by this **insured section** is extended to cover liability to an **employee** for **bodily injury** caused by visits, work or activities undertaken **offshore** except that the **insurer** shall not be liable to pay any amount in excess of a **sub-limit of indemnity** stated in the **schedule** in respect of:

a) any one claim against the **insured** or series of claims against the **insured**; and
b) any claim or series of claims made by the **insured** under this **insured section**;

arising out of one occurrence.

2.3.7 **Principals**
The **insurer** will indemnify any party including any principal whom under contract or agreement the **insured** has agreed to indemnify and/or insure but only to the extent required by such contract or agreement and only to the extent that liability arises solely out of the work performed for the principal by or on behalf of the **insured** and provided that:

a) such party shall, as though they were the **insured**, observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and

b) the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity** or any applicable **sub-limit of indemnity**.

and, for the avoidance of doubt, to the extent only of the indemnity provided by this **insured section**.

2.3.8 **Schools governing bodies**

For the purposes of this extension the definition of **insured** is amended to include the governing body for the time being of any school that is specifically listed in the **schedule**, provided that:

a) if at the time of any claim under this **policy** there is any other valid and collectible insurance available to the governing body (other than any insurance that is specifically stated to be in excess of this **policy**) then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance. If the other insurance is provided by the **insurer** or by another company/entity within the QBE group, then the total **limit of indemnity** available from this **policy** shall be reduced by the **limit of indemnity** of the other insurance.

b) the amount of the **retention** shall be paid by the **insurer** but the **public authority** shall upon request from the **insurer** promptly but in any event within thirty (30) days reimburse the **insurer** for any amounts so paid in respect of the **retention**.

2.3.9 **Statutory defence costs including Health and Safety At Work, etc. Act 1974**

The **insurer** agrees to indemnify the **public authority** and at the request of the **public authority**, any **other insured party**, in respect of legal **defence costs** reasonably incurred in defending:

a) any alleged breach of statutory duty (including any prosecution brought under **sections** 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or

b) any alleged breach of statutory duty under the Protection from Harassment Act 1997; and/or

c) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **insured** or any **other insured party**;

provided that the prosecution or proceedings relate to:

i) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;

ii) **bodily injury** to or potential **bodily injury** to **employees** including their health, safety and welfare;

d) The **insurer** will also pay to the **insured**:

i) **defence costs** of appeal including appeal against improvement and prohibition notices incurred with the prior consent of the **insurer**;

ii) prosecution costs awarded against the **insured**.

e) The indemnity by this clause excludes and does not cover any amount (including **defence costs**):

i) for which the **public authority** or any **other insured party** is entitled to indemnity by any other legal expenses, motor or employment protection **policy**;

ii) any amount in excess of the amount shown in the **schedule** as the **limit of indemnity** for this **insured section**, for any one claim or series of claims arising out of the same prosecution or proceedings, provided that any amounts paid under this extension count towards and are not additional to the **limit of indemnity** for this **insured section**.

2.3.10 **Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) liability**

The **insurer** agrees to indemnify the **insured** for liability incurred by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in respect of **bodily injury** caused after 6th April 2006 but prior to the date on which:

a) any subsidiary is included and forms part of the **insured**; or

b) there is a relevant transfer of any economic entity as defined by the legislation;

for which a claim is first made in writing to the **insured** during the **period of insurance**. The indemnity provided by this extension

i) shall only apply in so far as the **insured** is unable to obtain indemnity under any previous policy of insurance in respect of such **bodily injury**;

ii) shall only apply to any **business** undertaken by the **insured** or their predecessors in business;

iii) is conditional upon any claim notified under this clause being treated as having occurred in the year of notification;

iv) shall only apply on condition that before making a claim the **insured** (or **another insured party**) agrees to be bound by this **policy** (other than premium in respect of the **other insured party**) as if it were the **insured**.

v) excludes and does not provide an indemnity from the date of sale or disposal in the event of the sale or disposal of any subsidiary company or economic unit which constitutes a relevant transfer under the legislation.

2.3.11 **Unsatisfied court judgments**

In the event of a judgment for damages being obtained during the **period of insurance**:

a) by any **employee** or the personal representatives of any **employee** in respect of **bodily injury** to such **employee** that arises out of and in the course of his employment by the **public authority** in the **business**, against any person operating from **premises** in the European Economic Area; and

b) which remains unsatisfied in whole or in part six (6) months after the date of such judgment;

c) in any court of law except a court operating under the laws of **North America**;

then at the **insured's** request, the **insurer** will pay the amount of damages or costs awarded to the **employee** or the personal representatives of the **employee** to the extent that they remain unsatisfied provided that:

i) there is no appeal outstanding; and

ii) the judgment relates to **bodily injury** which would otherwise be indemnified by this **insured section**; and

iii) the **insurer** will be entitled to take over and prosecute for its own benefit any claim against any other person and the **insured**, the **employee** or the personal representatives of the **employee** will give the **insurer** all the information and assistance the **insurer** may require.

2.3.12 **War and terrorism**

The insurance by this **insured section** is extended to cover liability to an **employee** arising from or caused by an act of **war** or **terrorism** except that the **insurer** shall not be liable to pay any amount in excess of a **sub-limit of indemnity** for **war** and **terrorism** stated in the **schedule** in respect of:

a) any one claim against the **insured** or series of claims against the **insured**; and

b) any claim or series of claims made by the **insured** under this **insured section**;

arising out of one occurrence.

2.3.13 **Waiver of subrogation**

In respect of contracts or agreements which impose upon the **insured** conditions waiving the rights of the **insured** to recover from any other party, the **insurer** agrees to the extent required by such contract or agreement to waive any rights of subrogation to which they might otherwise have been entitled in such circumstances in respect of any payments which they may make under this **policy**.

Further, where requested by the **insured**, the **insurer** will waive all rights of subrogation against a subsidiary of the **insured** or from a subsidiary against the parent.

For the purpose of this clause, subrogation means the right of the **insurer** who has granted indemnity to take over any recovery rights the **insured** may have against third parties liable for the same loss.

2.4 Employers' liability limitations and exclusions

This **insured section** excludes and does not cover:

2.4.1 **Data Protection liabilities**

liability which arises under the Data Protection Act 1998 ('DPA'), any subsequent amending legislation or the General Data Protection Regulation other than as provided for by the 'Data Protection' extension clause.

2.4.2 **Defence costs incurred without the insurer's consent**

any **defence costs** for which the **insurer's** prior written consent has not been obtained (as provided for in the definition of **defence costs**).

2.4.3 **Employment practices dispute**

liability which arises out of employment practice disputes directly or indirectly related to employment or prospective employment of any person or persons by the **insured** including but not limited to:

a) wrongful unfair or constructive dismissal;
b) denial of natural justice, defamation, misleading representation or advertising;
c) refusal to employ a suitably qualified applicant or failure to promote;
d) coercion, demotion, evaluation, relocation, punishment, slander, humiliation, harassment, bullying or discrimination

but this exclusion shall not apply in respect of compensatory damages for **bodily injury** required by the Employers' Liability (Compulsory insurance) Regulations 1998.

2.4.4 **Fees for intervention**

any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention'.

2.4.5 **Fines and penalties**

liability for payment of any fines or penalties imposed or ordered to be paid.

2.4.6 **Limit of indemnity**

liability in excess of the **limit of indemnity** stated in the **schedule**.

2.4.7 **North American jurisdiction**

liability for payment of any judgment, award, payment or settlement made (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) within countries which operate under the laws of **North America** to:

a) any party incorporated, domiciled or resident in **North America**;
b) pay any sum in excess of a **limit of indemnity** which sum shall be the maximum amount payable including any **defence costs** recoverable hereunder;
c) pay punitive, multiple or exemplary damages.

2.4.8 **Nuclear hazards**

liability that attaches by or arising from the terms of any contract (other than contracts of employment between the **insured** and its employees) or agreement for **bodily injury** caused by **nuclear hazards**.

2.4.9 **Offshore**

liability which arises directly or indirectly out of or caused by visits, work or activities undertaken **offshore** except that this exclusion shall not apply in respect of and to the extent of the indemnity provided by the 'Offshore activities' extension clause.

2.4.10 **Road traffic legislation**

liability for **bodily injury** sustained by an **employee** when the **employee** is

a) being carried in or upon a vehicle; or

b) entering or getting onto or alighting from a vehicle

in circumstances where insurance or security is required to be effected by the **insured** to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles or in circumstances where such insurance or security would have been required but for the **insured** being exempted from such requirements under the terms of the legislation.

2.4.11 **War or terrorism**

liability which arises directly or indirectly out of or caused by **war** or **terrorism** except that this exclusion shall not apply in respect of and to the extent of the indemnity provided by the 'War and terrorism' extension clause.

2.4.12 **Workman's compensation or social security payment**

any obligation for which the **insured** or **insurer** may be held liable under any workers' compensation law, legislation, regulation or policies or obligation to maintain healthcare, social security or similar finding but this exclusion will not apply to payments required to be made to the Compensation Recovery Unit or its successor.

2.5 Other employers' liability terms and conditions

2.5.1 **Conflict of interest**

In the event of a conflict of interest between the **public authority** and any **other insured party** indemnified by this insurance, separate representation will be arranged for each party.

3 Insured section B - Public liability

3.1 Public liability cover

The **insurer** agrees to indemnify the **insured** by the terms of this **insured** section against legal liability to pay damages or compensation, including claimant costs recoverable from the **insured**, as a result of **personal injury**, **damage**, **denial of access** or nuisance that occurs during the **period of insurance** and arises out of and in connection with the **business**.

3.2 Public liability defence costs

3.2.1 **North American jurisdiction**

Where any clause or endorsement to this **policy** extends cover to apply to **North American** jurisdiction, the **insurer** agrees to indemnify the **insured** for **defence costs** but the said **defence costs** count towards and are not additional to the **limit of indemnity**.

3.2.2 **All other jurisdictions**

a) For claims not involving **North American jurisdiction**, the **insurer** agrees to indemnify the **insured** for **defence costs** but the said **defence costs** are payable in addition to and do not count towards the **limit of indemnity**.

b) Where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, the **insurer's** liability for **defence costs** shall be limited to such proportion of the said **defence costs** as the **limit of indemnity** bears to the total amount paid to dispose of the claim.

3.2.3 **All jurisdictions**

This indemnity is subject to the exclusion 'Defence costs incurred without the **insurer's** consent'.

3.3 Public liability extensions

3.3.1 **Data Protection**

The **insurer** will indemnify the **public authority** and, if the **public authority** so requires, any director, partner or **employee** in respect of their liability to pay:

a) any valid compensation, including any associated **defence costs**, in respect of:

   i. damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or

   ii. material or non-material damage under Article 82 of the General Data Protection Regulation ('GDPR'),

   first occurring during the **period of insurance** and resulting in a claim or claims brought by any person not being a director, partner or **employee** and notified to the **insurer** during the **period of insurance**; and

b) **defence costs** in relation to a prosecution commenced during the **period of insurance** under the DPA, any subsequent amending or replacement legislation or the GDPR and incurred with the prior written consent of the **insurer**.

This extension shall not apply in respect of:

a) the cost of replacing, reinstating, rectifying or erasing any personal data;
b) any cost relating to the investigation of a data breach, or any obligation to report a data breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to data subjects;
c) liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under this **policy**, the effect of which would knowingly result in liability under the DPA, or any subsequent amending or replacement legislation, or the GDPR but this

exclusion shall not apply to the liability of the **public authority** in respect of a deliberate or intentional act by or omission of any **employee** or any other individual person;

d) claims which arise out of circumstances that are notified to any previous insurer or known to the **insured** at inception of this **policy**;

e) liability for which indemnity is provided under any other insurance; or

f) claims or prosecutions brought against the **insured** outside the Courts of the **United Kingdom**.

The **insurer's** maximum liability during the **period of insurance** in respect of all claims under this extension shall not exceed the **sub-limit** stated in the **schedule**, which amount shall be inclusive of all **defence costs** and shall be part of and not in addition to the **limit of indemnity** specified in the **schedule**.

3.3.2 **Defective Premises Act 1972**

The insurance provided by this **insured section** is extended to indemnify the **insured** against any liability incurred by the **insured** by virtue of Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 or any amendment thereto in connection with **premises** that have been disposed of by the **insured**, except that the **insurer** will not be liable to provide an indemnity for the cost of remedying any defect or alleged defect in such **premises**.

3.3.3 **Libel and slander**

The **insurer** will indemnify the **insured** against legal liability arising from any claim or claims first made against the **insured** and reported to the **insurer** during the **period of insurance** stated in the **schedule** or within 28 days of the expiry of the **period of insurance** in respect of libel or slander (or in Scotland defamation) committed by:

a) the **insured**;

b) any person at any time employed by the **insured**;

provided that

c) such libel, slander or defamation has been committed in the conduct of the **business** as stated in the **schedule**;

d) this extension excludes libel or slander (or defamation)

    i) made by or at the direction of the **public authority** or any person with knowledge of the defamatory nature of the acts or omissions giving rise to a claim of libel, slander or defamation;

    ii) made by any person acting outside the scope of their authority;

e) this extension excludes any amount in respect of liquidated damages or penalties which attach solely because of a contract or agreement, or fines; and

f) the **insurer** shall not be liable to pay any amount in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same libellous, slanderous or defamatory statement and in the aggregate for all claims during the **period of insurance**.

3.3.4 **Temporary business trips overseas**

At the request of the **insured**, this **insured section** is extended to indemnify the **insured** and any **employee** or member of the **insured** (including their family or persons normally resident with them) against legal liability as described in Public liability cover above but incurred whilst outside the **United Kingdom** provided that:

a) legal liability is incurred in a personal capacity whilst undertaking a **business** trip;

b) such temporary **business** trip outside the **United Kingdom** does not exceed twelve (12) months;

c) such liability does not arise out of the ownership or occupation of land or buildings.

3.4 Public liability limitations and exclusions

In addition to the limitations and exclusions in the 'Exclusions to insured sections B, C, D and E' clause, this **insured section** excludes and does not cover:

3.4.1 **Libel and slander**

liability arising from any claim or claims in respect of libel, slander or defamation except that this exclusion shall not apply in respect of and to the extent of the indemnity provided by the Libel and slander extension;

3.4.2 **Materials prior to installation**

damage to materials, parts or equipment furnished in connection with performance of the **work away** but this limitation shall not be applied to **products** previously supplied under any previous contract;

3.4.3 **Pollution and products**

liability arising from personal injury, damage, denial of access or nuisance arising out of or from or:

a) brought about by or contributed to by **pollution**;

b) in connection with a **product**;

3.4.4 **Rectification of defective work**

a) **damage** to; or

b) any **expenditure** incurred by the **insured** for the removal, repair, adjustment, alteration, reinstatement, withdrawal, inspection or disposal of

any property (including any part of the property) furnished in connection with performance of **work away** as a result of any defect (suspected or known) therein or any unsuitability for its intended purpose.

4 Insured section C - Products liability

4.1 Products liability cover

The **insurer** agrees to indemnify the **insured** by the terms of this **insured section** against legal liability to pay damages or compensation, including claimant costs recoverable from the **insured** as a result of **personal injury**, **damage**, **denial of access** or nuisance that occurs during the **period of insurance** and arising out of or in connection with a **product**.

4.2 Products liability defence costs

4.2.1 **North American jurisdiction**

Where any clause or endorsement to this **policy** extends cover to apply to **North American jurisdiction**, the **insurer** agrees to indemnify the **insured** for **defence costs** but the said **defence costs** count towards and are not additional to the **limit of indemnity**.

4.2.2 **All other jurisdictions**

a) For claims not involving **North American jurisdiction**, the **insurer** agrees to indemnify the **insured** for **defence costs** but the said **defence costs** are payable in addition to and do not count towards the **limit of indemnity**.

b) Where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, the **insurer's** liability for **defence costs** shall be limited to such proportion of the said **defence costs** as the **limit of indemnity** bears to the total amount paid to dispose of the claim.

4.2.3 **All jurisdictions**

This indemnity is subject to the exclusion 'Defence costs incurred without the **insurer's** consent'.

4.3 Products liability extensions

Not applicable to this **insured section C**.

4.4 Products liability limitations and exclusions

In addition to the limitations and exclusions applicable in the 'Exclusions to insured sections B, C, D and E' clause, this **insured section** excludes and does not cover:

4.4.1 **Aircraft**

liability arising from any **product** or part thereof which, with the **insured's** knowledge, is intended to be incorporated into the structure, machinery or controls of any aircraft or other aerial device or satellite.

4.4.2 **Pollution**

liability arising out of or from or brought about by or contributed to by **pollution**.

5 Insured section D - Pollution liability

5.1 Pollution liability

The **insurer** agrees to indemnify the **insured** by the terms of this **insured section** against legal liability to pay damages or compensation, including claimant costs recoverable from the **insured** arising from **personal injury**, **damage**, **denial of access** or nuisance occurring in its entirety during the **period of insurance** arising out of or from **pollution**, provided that such **pollution**:

a) arises solely out of the course of the **business**; and

b) is the direct result of a sudden, specific and identifiable event occurring during the **period of insurance**.

5.2 Pollution liability defence costs

5.2.1 Except for any matter relating to **North American jurisdiction**, the **insurer** agrees to indemnify the **insured** for **defence costs** which are payable in addition to and do not count towards the **limit of indemnity**.

5.2.2 Where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, the **insurer's** liability for **defence costs** shall be limited to such proportion of the said **defence costs** as the **limit of indemnity** bears to the total amount paid to dispose of the claim.

5.2.3 This indemnity is subject to the exclusion 'Defence costs incurred without the **insurer's** consent'.

5.3 Pollution liability extensions

5.3.1 **Environmental statutory liability**

The insurance provided by this **insured section** is extended to indemnify the **insured** for all sums, including statutory debts, that the **insured** is legally liable to pay or legally obliged to incur for remediation in respect of environmental damage where such liability arises under an environmental protection directive, statute or statutory instrument, provided that:

a) liability arises from **pollution** occurring during the course of **business**, within a state of the European Union and is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**;

b) the insurance by this extension excludes and does not cover any sum incurred in respect of:

   i) **preventative costs** for prevention of imminent threat of environmental damage;

   ii) primary, complementary or compensatory remediation for damage;

   iii) the removal of any significant risk of an adverse effect on human health;

   to or on the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control;

c) the insurance by this extension excludes and does not cover any sum incurred in achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences; and

d) the total amount payable by the **insurer** inclusive of all **defence costs** for any one occurrence or in the aggregate during any one **period of insurance** shall not exceed the **sub-limit of indemnity** as stated in the **schedule (but** if no **sub-limit** is shown in the **schedule** the amount of the **sub-limit** shall be GBP 5,000,000);

and provided also that the exclusion in proviso b) i) above shall not apply to **preventative costs** that are incurred with the **insurer's** written consent that must be obtained prior to each claim, where a **pollution** event is taking place or has occurred and such **preventative costs** relate solely to halt or limit further **pollution** to third party property except that nothing in this clause shall imply that the **insurer** will indemnify the **insured** for **preventative costs** relating to the **insured's** own land, premises or watercourse or body of water.

5.3.2 **Legionella**

Notwithstanding exclusion 'Legionella', the **insurer** will indemnify the **insured** and any **other insured party** for all sums (including claimants' costs and expenses) which the **insured** becomes legally liable to pay in respect of any claim(s) first made against the **insured** and notified to the **insurer** during the **period of insurance** resulting from **legionella** causing **bodily injury**, **personal injury**, **damage** or **denial of access** except that the **insurer** shall not be liable for:

a) any claims which arise out of any circumstances notified to previous insurers or known to the **insured** at the inception of this **policy**;

b) any claims for **bodily injury** or **personal injury** arising from employment;

c) any claims made against the **insured** for **legionella** where the **insured event** giving rise to the claim happened prior to the inception date stated in the **schedule**.

5.4 Pollution liability limitations and exclusions

In addition to the limitations and exclusions applicable to this **insured section** in the 'Exclusions to insured sections B, C, D and E' clause, this **insured section** excludes and does not cover:

5.4.1 **Owned or previously owned premises**

liability for **damage**, **denial of access** or nuisance to land or **premises** (including land or water within or below the boundaries of such land or **premises**) that are presently or were at any time previously owned, leased, hired or tenanted by the **insured** or otherwise in the **insured's** care, custody or control.

6 Insured section E – Coverage extensions to insured sections B, C and D

6.1 Asbestos accidental discovery

1. The **insurer** will indemnify the **insured** against legal liability to pay damages or compensation including claimants' costs recoverable from the **insured** arising from any claim first made against the **insured** during the **period of insurance** for **personal injury, damage** or nuisance, caused at any time after the inception date of the **period of insurance**, following the accidental discovery of asbestos or asbestos containing materials.
2. The **insurer** agrees that any circumstance notified to the **insurer** during the **period of insurance** which subsequently gives rise to a claim after expiry of the **period of insurance** shall be deemed to be a claim first made during the **period of insurance**.
3. The insurance by this extension excludes and does not cover:
   a) **personal injury**, **damage** or **nuisance** arising from any subsequent activities related or connected to dealing with the asbestos and/or asbestos containing materials once discovered, which shall be carried out by qualified licensed sub-contractors on terms which indemnify the **insured** for liability arising out of such work;
   b) **personal injury, damage** or nuisance caused by the exposure to asbestos or asbestos containing materials occurred on or before the inception date of the **period of insurance**;
   c) any claim arising directly or indirectly out of a circumstance or event of which the **insured** was aware before the effective date of this Asbestos accidental discovery clause; or
   d) any claim arising directly or indirectly out of the diminution in the value of property or loss of or potential loss of rental income or any other consequential loss (including business interruption) whatever and howsoever arising.
4. Any claim for damages or compensation including claimant costs recoverable from the **insured** and **defence costs** in excess of the **sub-limit of indemnity** of GBP 1,000,000 which sum shall be the maximum the **insurer** will pay in the aggregate during any one **period of insurance.**

6.2 Contractual liability

Subject always to the exclusions 'North American jurisdiction' and 'North American territory', where any contract or agreement entered into by the **insured** so requires the **insurer** will indemnify the **insured** against liability arising from obligations undertaken by the **insured** by virtue of such contract or agreement but only to the extent of the indemnity defined in these **insured sections** provided that the terms and conditions of this insurance will apply as far as may be practicable.

6.3 Cross liabilities

For each legal entity comprising the **insured**, the **insurer** will separately indemnify each party as if a separate **policy** had been issued to each. Where claims are made against any such **insured** by any other **insured**, the **insurer's** total liability to all parties will not exceed the **limit of indemnity** or any applicable **sub-limit of indemnity**.

6.4 Hirers' liability

6.4.1 At the request of the **public authority** the **insurer** will indemnify any **hirer** as an **other insured party** in respect of liability arising out of or from:

a) **personal injury** to any person (other than **personal injury** to an **employee** of the **hirer** arising out of and in the course of employment by the **hirer**);

b) **damage** to the **premises** (including contents therein) hired from the **public authority**;

c) **damage** to any other property not belonging to the **hirer** nor in the care, custody or control of the **hirer** or any person in the **hirer's** service;

occurring during the **period of insurance** at the **premises** hired from the **public authority** arising out of the activities of the **hirer** for which such **premises** were hired

provided that

d) the **insurer** shall not be liable to pay any amount for which indemnity to the **hirer** is provided under any other insurance or in any other way;

e) the **insurer** shall not be liable to pay any amount in excess of a **sub-limit of indemnity** stated in the **schedule** in respect of any one claim against the **hirer** or series of claims against the **hirer** arising out of one occurrence;

f) liability for which indemnity to the principal is provided under any other insurance or in any other way is excluded;

g) the **retention** applicable to such indemnity is as stated in the **schedule** and all of this **retention** shall be a non-ranking excess;

h) any claim for **personal injury** or **damage** arising out of the use of the **premises** for any of the following activities or purposes is excluded:

   i) for meetings organised by political parties;

   ii) for professional entertainment purposes;

   iii) for commercial or **business** functions which involve bringing into the **premises** equipment which operates by means of the application of heat;

   iv) for martial arts activities; or

   v) for any sporting activity but only in respect of **personal injury** or **damage** suffered by one participant that was caused by another participant.

i) any claim for **personal injury** or **damage** arising out of the use of or caused by use of any aircraft or other aerial device or satellite or vehicle or any watercraft is excluded.

6.5 Indemnity to other parties

At the request of the **insured**, the **insurer** will separately indemnify each **other insured party** provided that the:

a) **insured** would have been entitled to indemnity by this **policy** had the claim or suit been made against the **insured**;

b) **insurer** has the sole conduct and control of any claim;

c) **other insured party** shall as though he were the **insured** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply;

d) **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity** or any applicable **sub-limit of indemnity**.

6.6 Local Authority National Type Approval Confederation (LANTAC)

The **insurer** will indemnify the **public authority** in respect of liability which the **insured** shall become legally liable to pay by virtue of any indemnity provided in respect of the **insured's** participation in the Local Authority National Type Approval Confederation.

6.7 Local Democracy, Economic Development and Construction Act 2009

The **insurer** will indemnify the **insured** and any **other insured party** in respect of liability which the **insured** may incur in respect of any claim(s) first made against the **insured** during the **period of insurance** for claimants' costs and expenses as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Local Democracy, Economic Development and Construction Act 2009 (formerly Housing Grants, Construction and Regeneration Act 1996) or an adjudication clause or rules contained in a contract.

6.8 Motor liability

6.8.1 Notwithstanding the exclusion 'Ownership or use of mechanically propelled vehicles', the **insurer** agrees to indemnify the **public authority** and any **other insured party** in respect of liability arising out of or from:

a) the use or movement of any mechanically propelled vehicle as a tool or plant;

b) the loading or unloading of any mechanically propelled vehicle or trailer when carried out beyond the limits of any carriageway or thoroughfare but this extension shall not apply to **damage** to any property being loaded or unloaded;

c) the movement of any mechanically propelled vehicle not owned, hired or borrowed by or leased to the **public authority** or any **other insured party** on or under any **premises** occupied by the **public authority** where such vehicle is causing an obstruction and interfering with the performance of the **business**;

d) **damage** to visitors' or **employees'** mechanically propelled vehicle (including contents and/or accessories) while parked within any car park for which the **public authority** is responsible or on any **premises** occupied by the **public authority** provided that:

   i) such vehicle is not lent or hired to the **public authority**;

   ii) the **damage** to an **employee's** vehicle does not arise out of the maintenance, operation or use of a vehicle by that **employee**;

e) the unauthorised use of any mechanically propelled vehicle by any person in the employment of the **public authority** provided that the **public authority** shall have taken all reasonable precautions to ensure that its **employees** are made aware of and comply with restrictions applicable to the use of the vehicle;

f) the servicing, maintenance and testing of Hackney Carriages or other mechanically propelled vehicles used for private hire, but excluding any expenditure incurred for any repair, adjustment, alteration, reinstatement, withdrawal or replacement required as a result of any defect in the work.

6.8.2 except always that the indemnity provided by this clause excludes liability:

a) for which indemnity is provided by any motor insurance or fleet insurance **policy** held in the name of the **public authority**; or

b) for which insurance is necessary to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles or similar legislation in any country outside the European Union, or in circumstances where such insurance or security would have been required but for the **public authority** being exempted from such requirements under the terms of the legislation.

6.9 Motor contingent liability

Notwithstanding the exclusion 'Ownership or use of mechanically propelled vehicles', the **insurer** agrees to indemnify the **public authority** in respect of liability arising out of or from the operation or use of any mechanically propelled vehicle not owned, hired or borrowed by or leased to the **insured** which is used in the course of **business** provided that this clause excludes and the **insurer** will not be liable for:

a) **damage** to such vehicle or to property conveyed therein or thereon,

b) **bodily injury** or **damage** arising while such vehicle is being driven by;

   i) any person other than an **employee** or member; or

   ii) any person who to the **insured's** knowledge or the knowledge of any member, director, officer or manager of the **insured**, does not hold a licence to drive such vehicle;

c) **bodily injury** or **damage** caused or arising while such vehicle is:

   i) engaged in racing, pace-making, reliability trials or speed testing;

   ii) being used outside the European Union;

d) **bodily injury** or **damage** in respect of which the **insured** is entitled to indemnity under any other insurance.

6.10 Motor trade liability

The **insurer** will indemnify the the **public authority** in respect of liability arising out of or from the servicing, repair, maintenance and testing of motor vehicles not belonging to or hired, leased or loaned to the **public authority** in the course of the **business** provided that this clause excludes and the **insurer** will not be liable for the cost of repairing, reinstating, replacing or rectifying any original work giving rise to the liability of the **public authority.**

6.11 Principals

The **insurer** will indemnify any party including any principal whom, under contract or agreement, the **public authority** has agreed to indemnify and/or insure but only to the extent required by such contract or agreement and only to the extent that liability arises solely out of the work performed for the principal by or on behalf of the **public authority** and provided that:

a) the principal shall as though he were the **public authority** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and

b) the **insurer's** liability under this clause shall in no way operate to increase the **limit of indemnity** or any applicable **sub-limit of indemnity**.

and, for the avoidance of doubt, to the extent only of the indemnity provided by this **insured section**.

6.12 Property in the insured's care, custody and control

6.12.1 Notwithstanding the **pollution** exclusions under **insured section B** and **C** and the exclusion of 'Property in the insured's care, custody and control' but subject always to the exclusion 'Owned or previously owned premises' under **insured section D**, the **insurer** agrees to extend coverage under **insured sections B**, **C** and **D** to indemnify the **public authority** in respect of liability arising out of or from:

a) **damage** to personal effects (including vehicles and their contents) of **employees** or members, officials, visitors or guests;

b) **damage** to **premises** including landlord's contents, fixtures and fittings not owned by the **public authority** but leased or rented by them in the course of **business** but always excluding liability:

   i) which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement; or

   ii) for which indemnity to the **public authority** is provided under any other insurance or in any other way;

c) **damage** to **premises** or their contents thereof not belonging to or leased to or rented to the **public authority** or otherwise in the **public authority's** custody or control but temporarily occupied by the **public authority** for **work away** therein but no indemnity is provided by this clause for **damage** to that part of the property on which the **public authority** is working and which arises out of such **work away**.

d) **damage** to property held by the **public authority** which has been the subject of a legal dispute or illegal distraint;

e) **damage** to vehicles, trailers and their contents removed under the powers granted to the **public authority** by any statute or bye-law.

f) **damage** to motor vehicles or their contents not belonging to or hired, leased or loaned to the **public authority** which are undergoing service or repair by the **public authority** in accordance with the terms of the 'Motor trade liability' extension clause.

6.13 Reputational damage - mitigation costs

Following an **insured event**, then where required the **insurer** will pay all reasonable costs incurred by the **public authority** with the **insurer's** prior written consent to mitigate damage to the reputation of the **public authority**, as a result of adverse publicity or adverse media coverage (whether by radio or television in the press), provided that

a) this extension shall only apply to an **insured event** for which the total amount of such costs has exceeded, or in the opinion of the **insurer** is likely to exceed, the limit for this extension stated in the **schedule** (or if no limit is shown, a limit of GBP1,000,000 for any one occurrence); and

b) **the insurer** shall not be liable to pay any amount in excess of GBP50,000 under the terms of this extension for any one occurrence and in the aggregate in respect of all **insured events** during the **period of insurance**); and

c) **the insured** shall at all times observe and fulfil and the provisions contained in the 'Duties in the event of a claim or potential claim' section this **policy**.

6.14 Schools governing bodies

For the purposes of this extension the definition of **insured** is amended to include the governing body for the time being of any local authority maintained school within the **public authority's** area provided that:

a) if at the time of any claim under this **policy** there is any other valid and collectible insurance available to the governing body (other than any insurance that is specifically stated to be in excess of this **policy**) then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance. If the other insurance is provided by the **insurer** or by another company/entity within the QBE group, then the total **limit of indemnity** available from this **policy** shall be reduced by the **limit of indemnity** of the other insurance.

b) the amount of the **retention** shall be paid by the **insurer** but the **public authority** shall upon request from the **insurer** promptly but in any event within thirty (30) days reimburse the **insurer** for any amounts so paid in respect of the **retention**.

6.15 Statutory defence costs including Health and Safety At Work, etc. Act 1974

6.15.1 The **insurer** agrees subject to its prior written consent having been obtained to indemnify the **public authority** and at the request of the **public authority**, any **other insured party**, in respect of legal **defence costs** reasonably incurred in defending:

a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and / or

b) any alleged breach of statutory duty under the Protection from Harassment Act 1997; and/or

c) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **public authority** or any **other insured party**;

provided that the prosecution or proceedings relate to:

i) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;

ii) **bodily injury** to or potential **bodily injury** to persons other than **employees** including their health, safety and welfare.

and, the **insurer** will also pay to the **public authority**:

iii) **defence costs** of appeal including appeal against improvement and prohibition notices;

iv) prosecution costs awarded against the **insured**;

but the indemnity by this clause excludes and does not cover any amount (including **defence costs**):

v) for which the **public authority** or any **other insured party** is entitled to indemnity by any other legal expenses, motor or employment protection **policy**;

vi) in excess of the amount shown in the **schedule** as the **limit of indemnity** for this **insured section**, for any one claim or series of claims arising out of the same prosecution or proceedings, provided that any amounts paid under this extension count towards and are not additional to the **limit of indemnity** for this **insured section**.

6.15.2 For the avoidance of doubt the following statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which **defence costs** are insured by this clause:

a) Health and Safety at Work, etc. Act 1974, but only **sections** 2 to 8,
b) Health and Safety at Work (Northern Ireland) Order 1978,
c) The Trade Description Act 1968
d) Part II of the Consumer Protection Act 1987
e) Part II of the Food Safety Act 1990
f) Corporate Manslaughter and Corporate Homicide Act 2007.

6.16 Waiver of subrogation

In respect of contracts or agreements which impose upon the **public authority** conditions waiving the rights of the **public authority** to recover from any other party, the **insurer** agrees to the extent required by such contract or agreement to waive any rights of subrogation to which it might otherwise have been entitled in such circumstances in respect of any payments which it may make under this **policy**.

Further, where requested by the **public authority**, the **insurer** will waive all rights of subrogation against a subsidiary of the **public authority** or from a subsidiary against the parent.

For the purpose of this clause, subrogation means the right of the **insurer** who has granted indemnity to take over any recovery rights the **public authority** may have against third parties liable for the same loss.

7 Exclusions to insured sections B, C, D and E

Insured sections B, **C**, **D** and **E** exclude and do not cover:

7.1 Advertising injury

liability arising out of advertising injury.

7.2 Advice, design or plans provided for a fee

liability arising out of or from advice, design, plans, specifications, formulae, surveys or directions prepared or given by the **insured** or **other insured party** for a fee but this exclusion shall not apply to liability arising in conjunction with **products**.

7.3 Aircraft and watercraft

liability arising out of or from the ownership, possession or use of any aircraft or other aerial device or satellite or vehicle or any watercraft other than:

7.3.1 motor barges not exceeding seventy five (75) ton capacity on inland waterways;

7.3.2 hand-propelled craft, sailing vessels and motor launches not exceeding fifteen (15) metres in length;

7.3.3 watercraft not belonging to or chartered by the **insured** but used by it for **business** entertainment provided that;

a) such watercraft is primarily owned and operated as a river cruise vessel;

b) such watercraft is **insured** by the owner or charterer under a **policy** of marine insurance; and

c) the **insurer** will not indemnify the **insured** in respect of liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.

7.4 Airports

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the **insured**.

7.5 Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.

7.6 Costs of recall or guarantee

expenditure, whether incurred by the **insured** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement.

7.7 Data Protection

liability which arises under the Data Protection Act 1998 (‘DPA’), any subsequent amending legislation or the General Data Protection Regulation other than as provided for by the ‘Data Protection’ extension clause.

7.8 Defence costs incurred without the insurer’s consent

any **defence costs** for which the **insurer’s** prior written consent has not been obtained (as provided for in the definition of **defence costs**).

7.9 Deliberate acts

7.9.1 damages or compensation, including claimant costs and any associated **defence costs**, which result from **personal injury**, **damage**, **denial of access** or nuisance either expected or intended by the **insured** or **other insured party** but this exclusion does not apply to **personal injury** resulting from the use of reasonable force to protect persons or property.

7.9.2 other **defence costs** incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by or on behalf of the **insured** or **other insured party**, if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation.

7.10 Electronic data

liability arising from:

a) loss, alteration or impairment of or **damage** to information and/or data in electronic form;

b) malicious acts of any person carried out by electronic means;

but this exclusion shall not apply in respect of ;

a) liability for any ensuing accidental **bodily injury** (save for mental injury or mental disease) or accidental **damage** which is not otherwise excluded; or

b) liability which arises under the Data Protection Act 1998, any subsequent amending legislation or the General Data Protection Regulation.

7.11 Employment practices dispute

liability which arises out of employment practice disputes directly or indirectly related to employment or prospective employment of any person or persons by the **insured** including but not limited to:

a) wrongful unfair or constructive dismissal;

b) denial of natural justice, defamation, misleading representation or advertising;

c) refusal to employ a suitably qualified applicant or failure to promote;

d) coercion, demotion, evaluation, relocation, punishment, slander, humiliation, harassment, bullying or discrimination

but this exclusion shall not apply in respect of compensatory damages for **bodily injury** required by the Employers' Liability (Compulsory insurance) Regulations 1998.

7.12 Financial loss

liability for economic loss not consequent upon **bodily injury** or **damage** except for nuisance, and the cover provided by the 'Data Protection' and 'Libel and slander' extension clauses under **insured section B**.

7.13 Fines, penalties or multiplication of compensatory damages

7.13.1 any fines or penalties;

7.13.2 any punitive damages, exemplary damages, aggravated damages, treble damages or any other increase in damages resulting from the multiplication of compensatory **damages** but this exclusion shall not apply in respect of such damages incurred within the jurisdiction of the **United Kingdom**.

7.14 Legionella

bodily injury, **personal injury**, **damage** or **denial of access** arising out of, alleging or attributable to the existence of **legionella** except as stated as insured in the 'Legionella' extension clause under **insured section D**;

7.15 Liability from employment

bodily injury caused to or sustained by any **employee** arising out of or in the course of employment by the **insured** in the **business**;

7.16 Limit of indemnity

liability in excess of the **limit of indemnity** stated in the **schedule** except for payment of **defence costs** where **defence costs** are stated to be payable in addition to the **limit of indemnity**.

7.17 Liquidated damages

any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which the **insured** or **other insured party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties.

7.18 Medical malpractice

Liability arising in whole or in part from:

7.18.1 the provision of services by:

a) a hospital or clinic;

b) a physician, medical doctor, osteopath, chiropractor, resident, extern or intern;

c) a psychiatrist;

d) a pharmacist;

e) a dentist, orthodontist or periodontist;

7.18.2 the prescribing of any drugs or medicines;

7.18.3 the use of equipment for diagnostic purposes;

7.18.4 the rendering or failure of any other medical or paramedical services other than in respect of:

a) emergency and/or first aid medical services;

b) the administering of drugs or medicines or procedures pre-prescribed by a medical practitioner and subject to any written guidelines by an **employee** of the **public authority** in connection with the **business** of the **public authority** provided that no indemnity is available from any other source.

7.19 North American jurisdiction

7.19.1 liability in respect of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

7.19.2 but this exclusion shall not apply to visits to **North America** in the course of **business** to undertake non-manual work including but not limited to clerical work, sales and promotional activities and conference attendance providing that, in such circumstances:

a) the **insurer** will not be liable to indemnify any entity based in, operating in or domiciled in **North America**; and

b) the **insurer** will not be liable to indemnify for any liability that arises under any agreement or contract that would not arise in the absence of any agreement or contract;

c) the **insurer** will not be liable to indemnify for liability arising directly or indirectly from the ownership, maintenance, operation or use of any mechanically propelled vehicle or watercraft;

d) the **insurer** will not be liable to indemnify for liability arising directly or indirectly from **pollution**;

e) **defence costs** are inclusive and form part of the **limit of indemnity**.

7.20 North American territory

7.20.1 liability in respect of **personal injury**, **damage**, **denial of access** or nuisance occurring within **North America** but this exclusion shall not apply to temporary non-manual visits to **North America** as provided for in the 'North American jurisdiction' clause in this **insured section**;

7.20.2 liability in respect of or arising from pollution occurring within **North America**;

7.21 Nuclear risks

7.21.1 loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;

7.21.2 any legal liability of whatsoever nature;

7.21.3 any sum which the **insured** becomes legally liable to pay or any loss or expense;

directly or indirectly caused by or contributed to by or arising from or, in the case of clause 7.21.3 above, attributable to **nuclear hazard**.

7.22 Overseas domiciled operations

the **insured's** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the **United Kingdom**.

7.23 Ownership or use of mechanically propelled vehicles

personal injury, **damage**, **denial of access** or nuisance arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by or on behalf of the **insured** or any **other insured party** except that this exclusion shall not apply in respect of and to the extent of the indemnity provided by the 'Motor liability' and 'Motor contingent liability' clauses under **insured section E**.

7.24 Property in the insured's care, custody and control

damage to property owned, leased, hired or held in trust by the **insured** or under hire, purchase or on loan to the **insured** or held otherwise in the **insured's** care, custody or control except that this exclusion shall not apply in respect of and to the extent of the indemnity provided by the 'Property in the insured's care, custody and control' clause under **insured section E**.

7.25 Property modification

7.25.1 costs or liability incurred by any **insured** to modify any building property or facility to make their said building property or facility more accessible or accommodating to any disabled person.

7.26 Retention

the amount of the **retention** as applicable and stated in the **schedule**.

7.27 Riot

7.27.1 liability directly or indirectly arising out of a payment or an entitlement to payment of compensation in respect of **damage** occasioned by riot as provided under the terms of

a) the Riot Compensation Act of 2016 or

b) the Riotous Assemblies (Scotland) Act 1882 or

c) the Criminal Damage (Compensation) (Northern Ireland) Order 1977

or any amending or subsequent legislation.

7.28 Statutory defence costs

liability for **defence costs** arising out of or in respect of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide except as stated as **insured** in the clause entitled 'Statutory defence costs including Health and Safety at Work, etc. Act 1974' under **insured section E**.

7.29 The product itself

liability for **damage** to the **insured's product** or any part thereof arising from a defect or unsuitability thereof and economic loss or other loss of any kind arising therefrom.

7.30 War

personal injury, **damage**, **denial of access** or nuisance directly or indirectly caused by or contributed to by or arising from war.

8 Insured section F - Premises environmental liability

8.1 Premises environmental liability cover

8.1.1 Own clean-up costs cover

The **insurer** will pay **clean-up costs** beyond the boundaries of an **insured premises** arising from a **pollution condition** which has migrated beyond the boundaries of the **insured premises** providing such **clean-up costs** are the result of a **claim** against the **insured** by a **regulator**.

All **claims** made against the **insured** during the **period of insurance** must be notified to the **insurer** during the same **period of insurance.** The **insure**r will also pay defence **costs** in respect of any clean-up costs.

8.1.2 Premises environmental liability cover

The **insurer** will pay loss resulting from:

a) **bodily injury**;

b) **property damage**;

c) **clean-up costs** incurred by a third party in accordance with environmental law;

beyond the boundaries of an **insured premises**, which arises from any **pollution condition** which has migrated beyond the boundaries of an **insured premises** providing the claim for such loss is made against the **insured** during the **period of insurance**.

All claims made against the **insured** during the **period of insurance** must be notified to the **insurer** during the same **period of insurance**. The **insurer** will also pay **defence costs** in respect of any loss.

8.2 Premises environmental liability extensions

8.2.1 Indemnity to other insured parties

At the request of the **public authority**, the **insurer** will separately indemnify each **other insured party** provided that the:

a) **public authority** would have been entitled to indemnity by this **policy** had the claim or suit been made against the **public authority**;

b) **insurer** has the sole conduct and control of any claim;

c) **other insured party** shall, as though he were the **public authority**, observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply;

d) **insurer's** liability under this clause shall in no way operate to increase the **aggregate environmental limit of liability** or limit each **pollution condition**.

8.3 Premises environmental liability limitations and exclusions

This policy does not apply to:

8.3.1 Abandoned premises

clean-up costs, loss or **defence costs** arising from any **premises** owned or leased by the **insured** subsequent to the time when such **premises** is abandoned, sold, given away or operational control is relinquished.

8.3.2 Aboveground storage

arising from any storage container (excluding underground storage tanks) with volume greater than 200 litres containing oils, chemicals or other liquids hazardous to human health or the environment unless such storage container is subject to secondary containment with sufficient capacity to contain spills or releases from the storage containers therein. The secondary containment is not deemed to have sufficient capacity unless it has at least 110% of the capacity of the storage container.

8.3.3 **Asbestos and lead**

clean-up costs, loss or **defence costs** arising out of or related in any way to asbestos, asbestos fibres, asbestos dust or asbestos-containing materials or lead-based paint installed or applied in on or to any structure or building;

provided that this exclusion does not apply to **clean-up costs** in respect of soil and groundwater.

8.3.4 **Capital expenditure**

expenditure, costs or any other liability of any nature in relation to reinstatement, upgrade, maintenance, improvement or supplementation of any equipment, plant, foundations, building or any above or below ground structure.

8.3.5 **Construction and maintenance activities**

clean-up costs, loss or **defence costs** arising out of construction or maintenance activities undertaken by the **insured**

8.3.6 **Contractual liability**

liability for **clean-up costs**, loss or **defence costs** assumed under any contract or agreement.

8.3.7 **Conveyance**

clean-up costs, loss or **defence costs** arising from or caused by the ownership, possession, control, maintenance, operation, use, loading or unloading beyond the boundaries of **insured premises** of any **conveyance**.

8.3.8 **Custody or control**

loss of, **damage** to, loss of use of or diminishment in value of property belonging to the **insured** or in the custody or control of the **insured** or any **employee** or agent of the **insured** other than in respect of **clean-up costs**.

8.3.9 **Employee injury**

bodily injury sustained by any **employee** arising out of and in the course of employment by the **insured**.

8.3.10 **Fines and penalties**

criminal, civil or administrative fines, penalties liquidated damages punitive or exemplary damages or contractual penalties.

8.3.11 **Housing stock**

clean-up costs, loss or **defence costs** arising out of owned or formerly owned housing stock properties.

8.3.12 **Internal Expenses**

costs incurred by the **insured** for services performed by any **employee** of the **insured**.

8.3.13 **Known conditions**

clean-up costs, loss or **defence costs** arising from any **pollution condition** which was in existence prior to the inception of this **policy** and was known or should have been known to any **responsible insured**.

8.3.14 **Microbial matter**

clean-up costs, loss or **defence costs** arising out of any microbial matter.

8.3.15 **Naturally occurring materials**

clean-up costs, loss or **defence costs** arising from the presence or required removal of naturally occurring materials other than where such materials are identified at an **insured premises** in concentrations in excess of their natural concentration at that **insured premises**.

8.3.16 **Non-compliance**

clean-up costs, loss or **defence costs** arising from the intentional, knowing, wilful or deliberate non-compliance with any European Union, national or local statute, regulation or bye-law or instruction, notice or order of any national or local governmental or statutory authority, agency or body.

8.3.17 **Products**
clean-up costs, loss or **defence costs** arising from goods or **products** which are provided manufactured sold supplied or distributed by or on behalf of the **insured**

8.3.18 **Radioactive contamination**
clean-up costs, loss or defence costs of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

8.3.19 **Redevelopment**
clean-up costs, loss or **defence costs** arising from the excavation or movement of any ground material as part of any redevelopment, refurbishment or construction on or at any **insured premises**.

8.3.20 **Retroactive coverage**
clean-up costs, loss or **defence costs** arising from a **pollution condition** which first commences prior to the retroactive dates stated in the **schedule** to this **policy**.

8.3.21 **Terrorism**
clean-up costs, loss or **defence costs** arising directly or indirectly as a result of or in connection with **terrorism**, including, but not limited to any contemporaneous or ensuing liability, **clean-up costs** or loss caused by fire looting or theft.

If the **insurer** alleges that by reason of this exclusion any liability is not covered by this **insured section F**, the onus of proving to the contrary shall be upon the **insured**.

8.3.22 **Underground storage tanks**
arising from a **pollution condition**, which emanates from an underground storage tank the presence of which was known to or should have been known to a **responsible insured** prior to the inception of this **policy**.

8.3.23 **Voluntary site investigation**
clean-up costs, loss or **defence costs** arising from any site investigation not required by environmental law, including but not limited to intrusive investigations undertaken at an **insured premises** for the purposes of soil and water sampling and testing.

8.3.24 **War**
arising directly or indirectly as a result of **war**.

8.3.25 **Waste operations**
Clean-up costs, loss or **defence costs** arising out of any **insured premises** utilised for waste operations.

9 Duties in the event of a claim or potential claim

The due observance and fulfilment of Claim notification, Insured's duties and Claim procedure is a condition precedent to the **insurer's** liability for any claim under this **policy**. The 'Compliance with policy terms' clause sets out the consequences of a failure to comply with conditions precedent or **policy** provisions such as the said clauses.

9.1 Claim notification – insured sections A-E

9.1.1 In respect of **insured sections A**, **B**, **C**, **D** and **E**, the **insured** will give notice in writing or by an agreed electronic medium to the **insurer**:

a) immediately on but in any event within fourteen (14) days from:

   i) receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that include alleged **personal injury**;

   ii) coming into possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **personal injury**;

   iii) the **insured's** actual knowledge of any death or **personal injury** to any person involving a stay in hospital in excess of three (3) **business** days;

b) as soon as practicable after any other accident, event or the coming into possession of actual knowledge of **personal injury** or **damage**, with full particulars thereof;

which may be the subject of indemnity under this **policy**.

9.1.2 Such notice to the **insurer** must be given in writing or by an agreed electronic format to the claims notification addresses specified in the **schedule**.

9.2 Claim notification – insured section F

In respect of **insured section F**, the **insured** shall notify the **insurer** of any claim as soon as possible but in any event within fourteen (14) days of becoming aware of an actual or alleged **pollution condition** and always prior to the end of the **period of insurance**. Wherever possible, such notification must include the following information:

a) how, when and where the **pollution condition** took place;

b) names and addresses of any injured parties or witnesses;

c) nature and location of any injury or **damage** that has or could arise out of such **pollution condition**;

d) date the claim was received;

e) any response or actions taken by the **insured**.

9.2.2 The **insured** must immediately provide to the **insurer** copies of all written communications, demands, writs, summonses, remediation notices, statements, declarations or similar, instructions, notices, orders, documents or other papers filed in any court of law or by any regulator.

9.2.3 Any notifications should be made to the insurer at the address stated in the **schedule**.

9.3 Legal defence and expenses – insured section F only

The **insurer** shall have the right but not the duty to defend the insured against a claim to which this **policy** applies. The **insurer's** right to defend and continue defending and to pay for any **clean-up costs**, loss, and **defence costs** shall cease once the limit of liability is exhausted. **Defence costs** are included within the limit of liability under this section F and shall erode such limit of liability under this **section F**. **Defence costs** are also included within any **retention** applicable.

The **insurer** shall have the right at any time to take over and conduct in the name of the **insured**, the investigation, adjustment and settlement of any claim to which this **policy** applies. The **insurer** will have total discretion in the conduct of any such proceedings and settlement of any claim.

9.4 Duty to mitigate and remediate – insured section F only

In the event of a **pollution condition**, the **insured** must take all necessary actions to mitigate or avoid a claim and to comply with environmental law, including, with respect to **clean-up costs**, the **retention** of competent professionals and contractors. The **insurer** has the right to review and approve all such actions of the **insured**. The **insurer** also has the right but not the duty to participate in decisions regarding the mitigation and avoidance of a claim and **clean-up costs** in order to comply with environmental law if the **insured** fails to do so. All costs incurred by the **insurer** in following such course of action shall be considered incurred by the **insured** and will reduce the applicable limit of liability under this **insured section F**.

9.5 Insured's duties - Insured sections A - E

9.5.1 For each and every claim or **RIDDOR** incident, the insured and any person acting on behalf of the **insured** must:

a) not admit responsibility or liability, make an offer or promise nor offer payment or indemnity without the written consent of the **insurer**;

b) not incur any expense without the consent of the **insurer** except at the **insured's** own cost;

c) give all such information, assistance and forward all documents to enable the **insurer** to investigate, settle or resist any claim as the **insurer** may require;

d) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;

e) not destroy evidence or supporting information or documentation without the **insurer's** prior consent; nor destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a claim under this **policy**;

f) comply with any reporting obligations provided for under the General Data Protection Regulation.

9.6 Claim procedure - Insured sections A - E

Unless stated otherwise, all claims will be handled and overseen by the **insurer** but day to day handling may be managed by a third party claim management company or loss adjusters. For each and every claim, the **insured** and any person acting on behalf of the **insured** must:

9.6.1 immediately, but not later than fourteen (14) **business** days, send the **insurer** copies of any request, demand, order, notice, summons legal paper and all documents relating thereto in connection with an **insured event** as soon as received by the **insured**. In addition, the **insured** must co-operate with the **insurer** or their appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;

9.6.2 authorise the **insurer** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an **insured event** involving **bodily injury**;

9.6.3 prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited, being **war** or an act of **terrorism**, that the said exclusion or **limit of indemnity** does not apply, it being understood and agreed that any portion of an exclusion or **limit of indemnity** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion or limit invalid, inapplicable or unenforceable.

9.7 Insurer's rights

9.7.1 The **insurer's** preferred intention is to investigate any potential claim and to undertake the conduct of any proceedings in connection with such claims on behalf of the **insured**. It is one of the services offered and provided by this **policy**. However, there may be occasions, for example, in relation to potential proceedings in **North America**, when this is not appropriate.

9.7.2 Therefore, it is agreed that the **insurer** has the right not to, and shall be under no obligation to, investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims but will be free to leave the conduct of such proceedings wholly with the **insured**.

9.7.3 In such cases, the **insurer** will transfer the conduct of proceedings to the **insured** and will clearly set out the conditions as regards the payment of costs and the **insured's** freedom to commit the **insurer** to any settlement by compromise or otherwise. Provided that any settlement or compromise is made within these conditions, this **policy** will provide an indemnity as otherwise stated.

9.7.4 Further, the **insurer** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **insured section**) for payment of **defence costs** incurred prior to the date of payment.

9.8 Disputed defence or appeal

If any dispute arises between the **insured** and the **insurer** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a Queen's Counsel (or equivalent) to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final. In the event of conflict between any **other insured party** separate representation will be arranged for each party.

9.9 Retention

9.9.1 If the **insured event** forms the subject of indemnity under more than one of the **insured sections** to this **policy**, the **insured's** maximum liability for the **retention** will be the highest applicable **retention**.

9.9.2 If settlement of an **insured event** investigated or defended by the **insurer** under this **policy** does not exceed the amount of the applicable **retention**, the **insured** will pay, or reimburse the **insurer** for, as applicable, any **defence costs** and paid damages including claimant costs recoverable from the **insured** and incurred in connection with such **insured event**.

9.10 Subrogation

9.10.1 Except as provided by the 'Waiver of subrogation' clause under **insured section A** and the 'Statutory defence costs including Health and Safety At Work, etc. Act 1974' clause under **insured section E**, for each and every claim, the **insured** and any person acting on behalf of the **insured** must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.

9.10.2 The **insured** or any other party **insured** by this **policy** will, at the request and expense of the **insurer**, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **insurer** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their indemnification by the **insurer**.

9.10.3 In the event of any payment under this insurance, the **insurer** will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.

9.10.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; the **insurer** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.

9.10.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

10 General terms and conditions

10.1 Applicable law

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **policy**. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the **United Kingdom** where the **public authority** is headquartered.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of that part of the **United Kingdom** where the **public authority** is headquartered and they are subject to the exclusive jurisdiction of that court.

10.2 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

10.3 Basis of contract

Any reference to 'basis of the contract' in this **policy** or in the proposal form (if any) is of no effect.

10.4 Cancellation

The **insurer** may at any time during the **period of insurance** serve written notice on the **insured** at the address shown on the **schedule** cancelling the **policy** with effect from the thirtieth (30th) day after service of the notice.

Such cancellation shall not affect the coverage or premium attributable under this insurance to the period prior to cancellation. Upon demand and subject to no claims having been notified under this **policy**, the **insurer** will return to the **insured** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the **policy**.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

10.5 Changes to policy

Any changes to this **policy** will only be by written endorsement thereto issued by the **insurer**. Such endorsement must be signed by an authorised representative of the **insurer**.

10.6 Compliance with policy terms

10.6.1 The **insured** and anyone acting on its behalf must each comply with every applicable provision of the **policy**.

10.6.2 To the extent this insurance provides a benefit to any other party, the **insured** shall arrange for each **insured** party to comply with every applicable provision of this **policy**.

10.6.3 If the **insured** or anyone acting on its behalf breaches any provision of the policy, the **insurer** may, without prejudice to any of the **insurer's** other rights, reject or reduce sums payable to the extent that the **insurer's** liability under the **policy** has been incurred or increased by reason of the breach.

10.6.4 If the **insurer** has paid any sums to the **insured** or anyone acting on its behalf for which the **insurer** was not liable (whether by reason of breach of any provision of the **policy** by the **insured** or anyone acting on its behalf or for any other reason) the **insured** shall promptly repay such sums to the **insurer**.

10.6.5 To the extent the **insurer** waives all or some of its rights in relation to any obligation on the **insured**, this shall not prevent the **insurer** from relying on any provisions in the future and any delay in reliance or any partial reliance by the **insurer** shall not prevent the **insurer** from relying on any such provisions, in whole or in part, in the future.

10.7 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

10.8 Dispute resolution

10.8.1 All matters in dispute between the **insured**, **other insured parties** and the **insurer** arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

10.8.2 The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

10.8.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute will be referred by either party to courts, subject to the law and jurisdiction set down in the Applicable law clause above.

10.9 Duty of fair presentation

The **insured** must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

10.10 Duty of fair presentation - remedies for breach – proposing for this insurance

If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation then the **insurer's** remedies shall be as follows:

a) if such breach is deliberate or reckless, the **insurer** may:
   i) treat this **policy** as having been terminated from its inception; and
   ii) retain the premium;
b) if such breach is not deliberate or reckless and the **insurer** would not have entered into this **policy** but for the breach, the **insurer** may by notice to the **insured** treat this **policy** as having been terminated from its inception in which case the **insurer** shall return the premium; and
c) in all other cases if, but for the said breach, the **insurer** would have entered into this **policy** but:
   i) on different terms (other than terms relating to the premium), the **insurer** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
   ii) would have charged a higher premium, the **insurer** may charge such higher premium, effective from inception, and the **insured** shall pay such higher premium no later than fourteen (14) days after receiving the **insurer's** written notice that such higher premium is payable.

10.11 Duty of fair presentation - remedies for breach – variation

If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation in relation to a variation of this **policy**, the **insurer's** remedies shall be as follows:

a) if such breach is deliberate or reckless, the **insurer** may:
   i) by notice to the **insured** treat this **policy** as having been terminated from the time when the variation was concluded; and

ii) retain the premium;

b) if such breach is not deliberate or reckless, and the **insurer** would not have entered into the variation but for the breach, the **insurer** may treat this **policy** as if the variation was never made, in which case the **insurer** shall return any additional premium relating to the variation; and

c) in all other cases if, but for the said breach, the **insurer** would have entered into the variation but:

   i) on different terms (other than terms relating to the premium), the **insurer** may require that the variation is treated as if it had been entered into on those different terms;

   ii) would have increased the premium by more than it did or at all, the **insurer** may charge such higher premium, effective from the effective date of the variation, and the **insured** shall pay such higher premium no later than fourteen (14) days after receiving the **insurer's** written notice that such higher premium is payable; or

   iii) would not have reduced the premium by as much as it did or at all, the **insurer** may require the **insured** to reimburse to the **insurer** a sum equal to any reduction in premium no later than fourteen (14) days after receiving the **insurer's** written notice that such amount is payable.

10.12 Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by **insured section A** clause 2 is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man and the Channel Islands. Where any condition precedent, exclusion, term or condition of this **policy** is deemed prohibited by the act or regulations, then the **insurer** will provide an indemnity to the **employee** under the terms of clause 2 but the **insured** will repay to the **insurer** that part of the **insurer's** indemnity for which it would not otherwise have been liable under this policy by reason of any such breach of condition precedent, term, condition or exclusion.

10.13 Fraudulent claims

10.13.1 If the **insured** or anyone acting on its behalf makes a fraudulent claim under this **policy**, the **insurer**:

a) is not liable to pay the claim;

b) may recover any part of the claim already paid from the relevant **insured**; and

c) may by notice to the **insured** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case the **insurer** is not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.

10.13.2 These remedies shall not be available against any other entity **insured** under this **policy** that was not implicated in the fraud.

10.14 Inspection and audit

The **insurer**, or such representative as the **insurer** may designate, will be permitted but not obligated to inspect the **insured's** property and operations and any **insured premises** at any time given reasonable notice. Neither the **insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others to determine or warrant that such property or operations are safe or that any **insured premises** is in compliance with any environmental law.

10.15 Late payment of claims

The **insurer** shall, pursuant to section 13A of the Insurance Act 2015, pay any sum due in respect of a valid claim within a reasonable time (which includes a reasonable time to investigate and assess the claim).

10.16 Material changes during the policy period

10.16.1 The **insured** must notify the **insurer** as soon as reasonable of any material change to the **insured**, its **business** or the risks insured if indemnity under this insurance is sought in relation to any such change.

10.16.2 The **insurer** shall not indemnify the **insured** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless the **insurer** has provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

10.17 Minimisation of risk

10.17.1 The **insured** will take all reasonable steps at its own expense to prevent an **insured event** arising or continuing.

10.17.2 Upon the happening of an **insured event** and at all times thereafter, the **insured** shall act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that **insured event**. Any failure by the **insured** to take such steps shall reduce or extinguish the **insurer's** liability to indemnify the **insured** under the **policy** to the extent that such failure has increased the claim under the **policy**.

10.18 Multiple periods of insurance – insured section F

Where the **insurer** has issued claims-made premises environmental liability coverage for the **insured premises** in one or more periods of insurance and a claim is first made against the **insured** and reported to the **insurer** in writing in accordance with the terms and conditions of this **policy**, all claims arising out of the same, continuous, repeated or related **pollution condition** shall be deemed to have been first made and notified to the **insurer** during the **period of insurance**, provided the **insured** has maintained premises environmental liability cover with the **insurer** on an uninterrupted basis since that first claim was made.

10.19 Other Insurance

10.19.1 If at the time of any claim under **insured sections A** to **E** there is any other valid and collectible insurance available to the **insured** or any **other insured party**, other than insurance that is specifically stated to be in excess of this **policy** and names the **insured** or **other insured party** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

10.19.2 If at the time of any claim under **insured section F** there is any other valid and collectible insurance in force, which covers the **insured** for **clean-up costs**, loss or **defence costs** to which this **insured section F** applies, this **insured section F** is primary and will operate as if such other insurance were not in force other than with respect to any insurance available under **insured sections A** to **E** of this **policy** where **insured section F** will be excess thereof.

10.20 Premium adjustment – Insured sections A - E

Where the premium in whole or part is provisionally based on estimates provided by the **insured**, the **insured** will keep accurate records and declare such information as the **insurer** requires within three (3) months of the expiry of the **period of insurance**. The premium will then be adjusted and any difference paid by or allowed to the **insured** as the case may be but subject to any minimum premium that may apply. The **insurer** reserves the right to request that the **insured** supplies an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

10.21 Records

The **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

10.22 Recovery of benefits

In the event that the **insured's** liability in damages is reduced because benefits and/or charges included in the damages are to be paid under statute to the Compensation Recovery Unit or its successor, the **insured's** liability in damages for the purposes of this insurance will be deemed to include such benefits and charges.

10.23 Representation

The **public authority** will act on behalf of the **insured** and other **insured parties** under this **policy** with respect to the giving and receiving of any notices from the **insurer** or their representatives including any notice of cancellation. The payment to the **public authority** of any return premium that may be payable under this **policy** will satisfy the **insurer's** obligations to return premium to any **other insured party**.

10.24 Sanction limitation and exclusion

The **insurer** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **insurer** or any member of the **insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

10.25 Shared limits - insured section F

The **insured** understand, agree and acknowledge that **insured section F** of this **policy** is subject to an **aggregate environmental limit of liability**, which is applicable to and will be shared by the **insured** and any **other insured party** under the **policy**. Therefore, the **insured** and any **other insured party** agree that such **aggregate environmental limit of liability** may be exhausted or reduced by prior payments for other claims under **insured section F**.

10.26 Subscribing insurer

The **insurer's** obligations under this **policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The **insurers** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

10.27 Terms not relevant to the actual loss

Where:

i) the **insured** has failed to comply with any express or implied term of this **policy**, other than a term that defines the risk as a whole; and

ii) compliance with such term would tend to reduce the risk of loss of a particular kind, at a particular location and/or at a particular time,

the **insurer** cannot rely on the failure to comply to exclude, limit or discharge the **insurer's** liability if the **insured** shows that the failure to comply could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

10.28 Tracing office database

Where the **insurer** provides an indemnity under the Employers' Liability (Compulsory Insurance) Regulations 1998, the **insurer** is required by regulation to maintain a database of the employing organisation and any subsidiaries covered by such insurance. The **insurer** supports and will add details to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that the **insured** undertakes to supply full details (as required by the Employers' Liability Tracing Office) of the employing organisation and all subsidiaries to the **insurer** at inception of this **policy** and promptly thereafter following acquisition or disposal of any subsidiary company.

10.29 Voluntary payments – insured section F

Other than with respect to **emergency expenditure**, the **insured** is not permitted to voluntarily enter into settlement or make any payment or assume any obligation without the **insurer's** prior written consent, not to be unreasonably withheld.

11 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in bold type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership or any other legal entity. References to a statute or regulation will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

11.1 Advertising injury

Advertising injury means:

11.1.1 misappropriation of advertising ideas or style of doing **business**;

11.1.2 infringement of copyrighted advertising materials, titles or slogans;
in the course of advertising the **insured's** goods, **products** or services.

11.2 Aggregate environmental limit of liability

Aggregate environmental limit of liability means the aggregate environmental limit of liability as detailed in the **schedule** to this **policy** and will be the maximum the **insurer** will pay in respect of all **clean-up costs**, loss, and **defence costs** in any one **period of insurance** under **insured section F**.

11.3 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual. However, **bodily injury** does not extend to mental injury and/or anguish caused by defamation.

11.4 Business

Business means the official activities of the **public authority** in accordance with the powers granted under the Local Government Act 1972, Local Government (Scotland) Act 1973 or any other Local Government Act in the **United Kingdom** or any subsequent legislation amending or replacing it, including:

11.4.1 catering, social, sport, first aid, health, safety, educational, fire, medical, dental, welfare, ambulance, and security activities for the benefit of **employees** and/or others;

11.4.2 the activities of nominated representatives but only where the **public authority** is legally entitled to approve such activities and indemnify the **employee** or member in respect of such activities for any not-for-profit entity meaning an entity registered under the Charities Act 1993 (**United Kingdom**) or organisation existing for any educational, research promotional, training or similar non-profit making purpose or similar entity organised under the laws of any other jurisdiction;

11.4.3 activities in connection with the conduct of running any **elections**;

11.4.4 private work undertaken with the consent of the **public authority** by any **employee** for any fellow **employee**, member, director or senior official of the **public authority**;

11.4.5 activities of the **insured** as stated in the **schedule**.

11.5 Claim - insured section F

Claim means a written demand, notice or other written communication received by the **insured** asserting a liability or responsibility on the **insured** for **clean-up costs** or loss.

11.6 Clean-up costs - insured section F

Clean-up costs means

a) reasonable expenses incurred in the investigation, quantification monitoring, abatement, remediation, removal, disposal, treatment neutralisation, or immobilisation of **pollution**

conditions to the extent required by environmental law including those incurred by a regulator acting in accordance with environmental law;

b) **emergency expenditure**.

11.7 Compensatory remediation – insured section F

Compensatory remediation means any action taken to compensate for interim losses of natural resources and/or services to other natural resources that arise from the date of **damage** occurring until primary remediation has achieved its full effect.

11.8 Complementary remediation – insured section F

Complementary remediation means any remedial measure taken in relation to natural resources and/or services to compensate for the fact that primary remediation does not result in fully restoring the **damaged** natural resource and/or services.

11.9 Conveyance – insured section F

Conveyance means:

a) any aerospatial device or any airborne or waterborne craft or vessel;

b) any mechanically propelled vehicle or trailer attached thereto.

11.10 Damage

Damage means:

11.10.1 loss of, destruction of or **damage** to tangible property; and/or

11.10.2 loss of use of tangible property that has been lost, destroyed or **damaged** but not economic loss.

11.11 Data protection law

Data protection law means the Data Protection Act 1998 and any applicable subordinate, amending or successor legislation or regulation in force from time to time.

11.12 Defence costs

Defence costs means

11.12.1 costs (other than claimant costs recoverable from the **insured** or any **other insured party**) incurred at the request of the **insured**, with the **insurer's** written consent that must be obtained prior to each claim, and in the investigation, adjustment, appraisal, defence or settlement of an **insured event** or claim in connection with **clean-up costs** or loss, including expert, legal, appeal and **defence costs**;

11.12.2 costs and expenses incurred by the **insured** in pre-trial and case reviews;

11.12.3 pre-judgment interest awarded against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a claim or suit, the **insurer** will not pay any pre-judgment interest imposed or accruing after the date of such offer;

11.12.4 all interest accruing on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **insurer** has paid, offered to pay or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;

11.12.5 the cost of attendance in court as a witness at the **insurer's** request, payable at the rate of GBP250 per **employee** or member or governor per day;

11.12.6 costs incurred at the request of the **insured**, with the **insurer's** written consent that must be obtained prior to each claim, of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**;

11.12.7 In respect of **insured section F Defence costs** are included within the limit of liability and the **retention**.

11.13 Denial of access

Denial of access means trespass or interference with any easement, right of air, light, water or way.

11.14 Election

Election means.

11.14.1 National Referenda; or

11.14.2 Local Government, London Assembly, Welsh Assembly, Mayoral, United Kingdom Parliamentary and European Assembly and Police and Crime Commissioner elections.

11.15 Election official

Election official means any Returning Officer, Acting Returning Officer, Counting Officer or Acting Counting Officer, Police Area Returning Officer who is at the time of appointment to such position either:

11.15.1 a lawfully elected or appointed member of the **public authority**; or

11.15.2 employed under a contract of service with the **public authority**, or

11.15.3 a deputy of such persons and all persons engaged by them in the performance of official duties as a Returning Officer or Acting Returning Officer, or a Counting Officer or Acting Counting Officer.

11.16 Emergency expenditure – insured section F

Emergency expenditure means reasonable and necessary costs incurred by the **insured** to prevent significant harm to human health or the environment where there is an imminent threat thereof following a **pollution condition**, which may be covered by **insured section F**. Such emergency expenditure shall be incurred with the **insurer's** express permission other than where it is not reasonably practicable to obtain such permission.

11.17 Employee

Employee means any person whilst:

11.17.1 engaged under a contract of service or apprenticeship with the **public authority**;

11.17.2 acting in the capacity of non-executive director of the **public authority** ;

11.17.3 not under a contract of service or apprenticeship who is, at the requirement of the **public authority**, supplied to, hired or borrowed by the **public authority** in the course of business and under the control of the **public authority** including but not limited to:

a) persons on secondment from another company that is not an **insured** under this **policy**;
b) labour masters or persons supplied by them;
c) labour-only subcontractors;
d) self-employed persons;
e) drivers or operators of hired-in plant;
f) persons engaged under work experience, training, study, exchange or similar schemes;
g) any officer, or voluntary helper of the organisations or services stated in the **business**;
h) voluntary workers, helpers and instructors;
i) persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978, Crime and Disorder Act 1998 or similar legislation;
j) outworkers or homeworkers employed under contracts to personally execute any work in connection with **business** while they are engaged in that work;
k) any other person defined under Sections 32.-(1), 35.-(2) and 54.-(3)(b) of the National Minimum Wage Act 1998;
l) prospective employees who are being assessed by the **public authority** as to their suitability for employment;
m) any **election official** participating at any **election**;

n) any member of an Education Appeals Panel established under the Schools Standards and Framework Act 1998 and any subsequent legislation;

o) any member of a joint management committee scheme formed to assist in the business of the **public authority**;

p) any person co-opted, seconded or appointed to assist the **public authority** in their **business**

q) any teacher in the employment of the **public authority** while participating in voluntary activities

r) any person a Court of Law in the **United Kingdom** deems to be an **employee**;

provided that the **public authority** can always request that any such person is not treated as an **employee**.

11.18 Environmental damage – insured section F

Environmental damage means harm or injury to, **damage** sustained by or the destruction of land, water, protected species and or natural habitats for which the **insured** is legally liable under European Union Directive 2004/35/EC on environmental liability or any local legislation in a Member State which implements it.

For the avoidance of doubt environmental **damage** includes primary remediation, complementary remediation and compensatory remediation.

11.19 Environmental law

Environmental law means any laws, including, but not limited to, statutes, regulations, subordinate legislation, common law, judgments, statutory guidance and all amendments thereto, (including for the avoidance of doubt any law or regulation in a Member State which implements the European Union Directive 2004/35/EC on environmental liability and all amendments thereto) governing the liability of the **insured** with respect to any **pollution condition**.

11.20 Hirer

Hirer means any individual or organisation (including any committee for the time being of any association, club, society or charity) hiring **premises** from the **public authority**.

11.21 Insured

Insured means:

11.21.1 the **public authority** shown as **insured** in the **schedule**;

11.21.2 **other insured party**, in accordance with the 'Indemnity to other parties' extension;

11.21.3 including in either case the legal or personal representatives of the **insured** in respect of any claim under this **policy** incurred on behalf of the **insured**.

11.22 Insured event

Insured event means an occurrence of **personal injury**, **damage**, **denial of access**, nuisance or other loss which is **insured** under this **policy**. In respect of clause 'Duties in the event of a claim or potential claim' and clause 'Minimisation of risk' only, it also includes such an occurrence which it is reasonable to expect may be **insured** under this **policy**.

11.23 Insured premises – insured section F

Insured premises mean any **premises** owned, leased, rented or controlled by the **insured**.

11.24 Insured section

Insured section means all or any individually lettered **sections** of this **policy** that forms part of the insurance contract but only if stated as 'insured' in the **schedule**.

11.25 Insurer

Insurer means the party specified as **insurer** in the **schedule** and any other subscribing **insurers**.

11.26 Interim losses - insured section F

Interim losses means losses which result from the fact that the **damaged** natural resources and/or services are not able to perform their ecological functions or provide services to other natural resources or to the public until the primary or complementary measures have taken effect. It does not consist of financial compensation to members of the public.

11.27 Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

11.28 Limit each pollution condition – insured section F

Limit each pollution condition means subject to the **aggregate environmental limit of liability**, the maximum the **insurer** will pay for all **clean-up costs**, loss and **defence costs** arising from the same, continuous repeated or related **pollution condition** and is the limit each **pollution condition** as detailed in the **schedule** to this **policy**.

If the **aggregate environmental limit of liability** has been reduced by payment of **clean-up costs**, loss or **defence costs** to an amount less than the limit each **pollution condition** detailed in the **schedule** to this **policy**, the remaining **aggregate environmental limit of liability** is the maximum the **insurer** will pay for any further **clean-up costs**, loss and **defence costs** arising out of any subsequent **pollution condition**.

11.29 Limit of indemnity - insured sections A - E

Limit of indemnity means:

11.29.1 the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability for any one (1) occurrence regardless of the number of:

a) **insureds** or **other insured parties**;

b) persons or organisations bringing claims or suits; or

c) claims against the **insured** or series of claims against the **insured** or claims or series of claims made by the **insured**;

11.29.2 where a **limit of indemnity** is stated in the **schedule** as in the aggregate, that aggregate is the maximum the **insurer** will pay for all **insured events** during the **period of insurance**;

11.29.3 any **sub-limit of indemnity** stated in the **schedule** applies as if it was the **limit of indemnity** for the claims specified in the **schedule** for that **sub-limit of indemnity** and is deemed to be part of and not in addition to the **limit of indemnity** specified in the **schedule** unless expressly stated otherwise;

11.29.4 where indemnity may be provided under two (2) or more **insured sections** of this **policy**, then the combined single limit stated in the **schedule** is the maximum the **insurer** will pay for any **insured event** to which such **insured sections** apply in combination.

11.30 Limit of Liability – insured section F

Limit of liability means:

11.30.1 **aggregate environmental limit of liability**;

11.30.2 limit each **pollution condition**.

11.31 Loss – insured section F

Loss means any and all sums which the **insured** becomes legally liable to pay as damages under environmental law resulting from **bodily injury**, **property damage**, or **clean-up costs** incurred by a third party.

11.32 Member

Member means any person elected to serve as an official of the **public authority** or any person co-opted or appointed to serve on any committees of the **public authority**.

11.33 Microbial matter – insured section F

Microbial matter means mould, mildew or any other fungi or bacterial matter, including any mycotoxins, spores, scents or other by **products** produced or released thereby.

11.34 Nominated representative

Nominated representative means any **employee** or member acting at the request or direction of the **public authority** as a director, officer or trustee of or in any managerial or supervisory capacity of any outside entity.

11.35 North America

North America means the United States of America or its territories or possessions or Canada.

11.36 North American jurisdiction

North American jurisdiction means any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which form part of **North America** or which operate under the laws of such countries or any states, provinces or territories forming part of them (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) then following any event which is or may be the subject of indemnity under the laws of **North America**.

11.37 Nuclear hazards

Nuclear hazards means:

11.37.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

11.37.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11.38 Offshore

Offshore means:

11.38.1 work in or on (and any other visits made in the course of the **business** to) any offshore rig or platform or support or accommodation vessel for any offshore rig or platform or other offshore structure;

11.38.2 in transit to and from or between any offshore rig or platform or support or accommodation vessel from the time of embarkation onto a **conveyance** at the point of final departure to an offshore rig or platform until disembarkation from the **conveyance** onto land upon return from an offshore rig or platform.

11.39 Other insured party

Other insured party means any of the following parties:

11.39.1 any director, partner, member, **employee** or a former **employee** of the **insured**;

11.39.2 any officers, members' committee and/or **employee** and voluntary helpers of the **insured's** canteen and welfare organisations, nursery, crèche or child care facilities, sports and social organisations, in their respective capacities as such;

11.39.3 any officers and members of the **insured's** security, rescue, first aid or fire and ambulance services or medical organisation other than any qualified medical practitioner while working in a professional capacity in their respective capacities as such;

11.39.4 any director or partner, member or executive of the **insured** in respect of private work undertaken by any **employee** for a director, partner member or executive of the **insured**;

11.39.5 any officers or trustees of the **insured's** pension scheme(s);

11.39.6 or specified in the **schedule** under 'Indemnity to other persons'.

11.40 Period of insurance

Period of insurance means the period stated in the **schedule** or any subsequent period for which the **insured** shall have paid and the **insurer** shall have accepted a renewal premium or a shorter period resulting from cancellation of the **policy**.

11.41 Personal injury

Personal injury means

11.41.1 **bodily injury** and/or

11.41.2 harm arising out of one or more of the following offences committed in the course of the **business**:

a) false arrest;

b) detention or imprisonment;

c) malicious prosecution;

d) wrongful entry into or eviction of a person from a room, dwelling or premises that the person occupies;

e) invasion of the right of privacy, but only to the extent that such right of privacy is not also a breach or an alleged breach of the Data Protection Act 2018, the General Data Protection Regulation or other similar data protection legislation.

11.42 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

11.43 Pollutant - insured sections A - E

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

11.44 Pollution - insured sections A - E

Pollution means:

the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time other than any discharge release or escape of **legionella** or other airborne or waterborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like;

any cost, expense, claim or suit arising out of any request, demand or order arising from actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that the **insured** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of pollutants.

11.45 Pollution condition - insured section F

Pollution condition means the discharge, dispersal, escape, migration, release or seepage of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant including smoke, soot, dust, vapours, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials or waste materials in or on land, any structures on land, the atmosphere or any surface water or groundwater.

11.46 Premises

Premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to the **insured** for the purpose of the **business**.

11.47 Primary remediation – insured section F

Primary remediation means any remedial measure, which returns the damaged natural resources and/or impaired services to, or towards, baseline condition.

11.48 Product

Product means any property (including integral software, packaging, containers, labels and instructions for use) after it has left the custody or control of the **insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **insured**.

11.49 Property damage – insured section F

Property damage means

11.49.1 physical loss, destruction or **damage** of tangible property;

11.49.2 loss of use thereof and the diminishment of third-party property value.

11.49.3 Environmental **damage**
Property damage does not include **clean-up costs**.

11.50 Proposal

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

11.51 Public authority

Public authority means the municipality, governmental body, department or unit shown as the **public authority** in the **schedule**.

11.52 Regulator – insured section F

Regulator means any legal body, authority, agency or other person and/or any court of law or tribunal in each case having authority under environmental law.

11.53 Responsible insured – insured section F

Responsible insured means any **employee** of the **insured** who is or was responsible for environmental matters, control or compliance at an **insured premises** or any officer director or partner of the **insured**.

11.54 Retention (or excess or deductible)

In respect of **insured sections A** to **E** the **retention** means the first amount payable by the **insured** in respect of each and every claim, potential claim and/or related **defence costs** (but not adjusters' fees), as ascertained after the application of all other terms and conditions of this insurance. The **limit of indemnity** will be reduced by the **retention**.

Where the **retention** is described in the **schedule** as applying to any one claim, it will apply to the first amount payable by the **insured** in respect of each and every claim or series of claims as ascertained after the application of all other terms and conditions of this insurance.

In respect of **insured section F** only **retention** means the amount expressed as such in the **schedule**, which is to be borne by the **insured** for each and every **pollution condition**. The limit of liability is additional to this **retention**.

11.55 Retroactive date - insured section F

Retroactive date means the dates stated in the **schedule**.

11.56 RIDDOR

RIDDOR means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

11.57 Schedule

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

11.58 Series of claims

Series of claims means a number of claims under any one **insured section** (whether made against or involving one or more persons or entities comprising the **insured** and whether made by the same or different claimants) that arise directly or indirectly from the same originating cause.

11.59 Sub-limit of indemnity

Sub-limit of indemnity means the maximum liability of the **insurer** under a specified **section**, clause or other part of this **policy** and is the amount stated in the **schedule**.

11.60 Terrorism

Terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure or threat thereof; and appears to be intended to

11.60.1 intimidate or coerce a civilian population, or

11.60.2 disrupt any segment of the economy of a government de jure or de facto, state, or country, or

11.60.3 overthrow, influence, or affect the conduct or **policy** of any government de jure or de facto by intimidation or coercion, or

11.60.4 affect the conduct or **policy** of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

11.61 Underground storage tank – insured section F

Underground storage tank means any tank and associated piping and appurtenance which tank has more than 10% of its volume below ground.

11.62 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

11.63 War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any **public authority** or government de jure or de facto or martial law but not including **terrorism**.

11.64 Work away - insured sections A - E

Work away means work, operations, installation or services performed by or on behalf of the **insured** but not on its **premises**.

12 How to Complain

12.1 Complaints to QBE

The **insured** can complain about this **policy** by contacting its broker or where the **insured's** policy is insured by QBE Europe SA/NV, QBE UK Limited or the insurer is or includes a Lloyd's syndicate write to:

Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

Email: CustomerRelations@uk.qbe.com

Telephone: 020 7105 5988

12.2 The UK Financial Ombudsman Service (UK FOS)

If the **insured** feels that its complaint has not been satisfactorily resolved, the **insured** may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website: https://www.financial-ombudsman.org.uk/consumers/how-to-complain.

The **insured** can contact the UK FOS via its website, or write to Exchange Tower, London E14 9SR, Tel: +44 (0)800 023 4567.

12.3 Financial Services Compensation Scheme (FSCS)

The **insured** may be entitled to compensation from the FSCS if the **insurer** is unable to meet its obligations under the policy. Further information is available from www.fscs.org.uk, or the **insured** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

QBE European Operations

DATA PROTECTION OFFICE

RISK MANAGEMENT PARTNERS LIMITED SHORT FORM PRIVACY NOTICE

WORDING EFFECTIVE 1 JULY 2020

How do we maintain your privacy?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at https://rmpartners.co.uk/privacy-policy/. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

About RMP

For over 25 years RMP has been dedicated to understanding and providing solutions for public and education sector risks.

Our work with brokers as well as their local government, education and emergency service clients has helped to shape best practice and advance their risk management practices.

We work with a panel of highly-rated insurers to source policies that we believe best meet the needs of public and education sector risk managers.

This is an exclusive policy wording, only available to RMP clients. If there is anything that requires clarification, please ask your broker to get in touch with us.

RMP privacy policy:
rmpartners.co.uk/privacy-policy

Risk Management Partners

The Walbrook Building
25 Walbrook
London EC4N 8AW

020 7204 1800
rmpartners.co.uk

Dedication in action

QBE European Operations
Public Authority Officials Indemnity Insurance (UK) Schedule

Public Authority:	**London Borough of Enfield**
Address:	Civic Centre, Silver Street, Enfield, London, EN1 3XN
Business:	London Borough
Policy Number:	**037499/01/2019/0180**
Unique Market Reference:	B1263EG0259919
Policy Wording Reference:	**PPAO050718** Cover is provided by the policy wording as above and the endorsements detailed below.
Period of Insurance	**From: 01 April 2019** **To: 31 March 2020** both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.
Retroactive Date:	01 April 2004
Date Issued:	01 May 2019 **Issue Number:** 3
Reason for Issue:	Addition of Endorsement 002
Insurer:	QBE UK Ltd (registered in England number 1761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.; registration number 202842)
Registered Address:	Plantation Place, 30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax + 44 (0) 207 105 4019
Contact Details	
Issue Office:	London
Claim Notification:	Gallagher Bassett International
Complaints:	Customer Relations Plantation Place, 30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4032 Email: CustomerRelations@uk.qbe.com If an eligible complainant and the matter has not been resolved to your satisfaction you may contact: The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, Docklands, London E14 9SR. Where the **insurer** is or includes a Lloyd's syndicate policyholders may also be eligible to complain to: Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA, tel: +44 (0)20 7327 5693, fax: +44 (0)20 7327 5225. A summary of the **insurer's** complaint handling procedure is available on request and will also be provided to you when acknowledging a complaint.

Cover Applicable

The figures below apply other than where specifically stated to the contrary within an appendix of this Schedule or within a particular **insured section** of the **policy.**

Insured section	Sub/ Limit of indemnity		Retention
Officials Indemnity	**Limit of indemnity- GBP 10,000,000** any one **claim** and in the aggregate. Including sub-**limits of indemnity** for:		GBP 500,000 each and every **claim** or series of **claims**
	Consumer Protection Act 1987	**GBP 250,000** each and every **claim** or series of **claims** and for all claims in the aggregate during the **period of insurance**	
	Data Protection	**GBP 250,000** each and every **claim** or series of **claims** and for all claims in the aggregate during the **period of insurance**	
	Food Safety Act 1990	**GBP 250,000** each and every **claim** or series of **claims** and for all claims in the aggregate during the **period of insurance**	
	Land charges	**GBP 10,000,000** each and every **claim** or series of **claims** and for all claims in the aggregate during the **period of insurance**	
	Public Health Act	**GBP 250,000** each and every **claim** or series of **claims** and for all claims in the aggregate during the **period of insurance**	

Condition – Aggregate Stop Loss: GBP [redacted]

The non-ranking excess means the first amount payable by the **insured** in respect of each and every occurrence, claim or potential claim including any **defence costs** made against the **insured**, and all such payments are excluded from this insurance. The **limit of indemnity** by this **policy** is additional to the non-ranking excess which shall stand at:

GBP Nil

In addition the **insured** will pay the first amount of any covered loss as **retention** but the maximum amount for which the **insured** is responsible for each and every occurrence, claim or potential claim including any **defence costs** during any one **period of insurance** in respect of all amounts payable as **retention** will not exceed the figure shown above as the Aggregate stop limit. The amounts payable as non-ranking excess will not contribute to the Aggregate stop limit

Further the Aggregate stop limit under this **policy** is shared with and eroded in like manner by payments under the following coverages:

Combined Liability – Y129076QBE0119A
Professional Indemnity – 037803/01/2019/0167

Upon exhaustion of the Aggregate stop limit the **insurer** will reimburse the **insured** for subsequent loss payments within this **retention** but the non-ranking excess will stand at:

GBP [redacted] in respect of Officials Indemnity and Professional Indemnity only

Additional Premium Due For This Transaction

Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

Minimum and Deposit	**GBP**	[redacted]
Insurance Premium Tax at 12%	**GBP**	[redacted]
Total Payable in this Transaction	**GBP**	[redacted]

Future Annual Premium

Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

Minimum and Deposit	**GBP**	[redacted]
Insurance Premium Tax at 12%	**GBP**	[redacted]
Total Payable	**GBP**	[redacted]

Signed on behalf of the **insurer**

Claims Handling Authority

With regard to Clause 3 ‘Duties in the event of a claim or potential claim’ of this **policy** any reference to the **insurer** shall be deemed to include any party authorised to handle claims on the insurer’s behalf.

The **insurer** has authorised Gallagher Bassett International Limited to handle claims on the **insurer**’s behalf in respect of this **policy**.

In-House Claims Handling Agreement including conditions and reporting requirements

There is no authority granted to the **public authority** in respect of the handling of claims that may be subject to indemnity under this **policy**.

Endorsements

Endorsement 001 - Pension Administration

Notwithstanding exclusion 2.4.24, the policy is extended to indemnify the **public authority** in respect of office administration tasks undertaken in respect of providing a pension scheme for **employees** for all sums which the **public authority** becomes legally liable to pay.

For the purposes of this extension office administration shall mean –

a) Managing the addition and removal of members from the pension scheme.
b) Answering enquiries by telephone, post or email.
c) Using a computer system to look up information and update records.
d) Calculating pension forecasts and preparing statements.
e) Processing pension contributions.
f) Transferring benefits to another pension provider if a customer changes employer.
g) Arranging payment of pensions and lump sums.
h) Keeping accurate records.

The minimum **retention** applicable to this extension will be GBP 100,000 each and every **claim** or series of **claims;** or as per the **policy** schedule whichever is greater.

All other terms, conditions and exceptions remain unchanged.

Endorsement 002 - Retention – Election officials

The **retention** stated in the **schedule** is NIL in respect of any indemnity provided to any **Election official** with regard to any **election** held during the **period of insurance**.

Long Term Agreement – Expiry Date: 31 March 2022

Until the long term agreement expiry date shown above the **public authority** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **period of insurance** provided it is understood that;

a) the **insurer** is under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;

b) the **insurer** may increase the Aggregate Stop Limit at each renewal date by up to [redacted] following agreement to such increase by the **public authority**.

The above mentioned undertaking applies to any policy which may be issued by the **insurer** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **public authority** of the **policy** terms.

The **public authority** has the option to extend the expiry date annually by a further two years at its discretion.

QBE European Operations
Public Authority Officials Indemnity Insurance (UK) Schedule

Public Authority:	**London Borough of Enfield**
Address:	Civic Centre, Silver Street, Enfield, London, EN1 3XN
Business:	London Borough
Policy Number:	**037499/01/2020/0180**
Unique Market Reference:	B1263EG0259920
Policy Wording Reference:	**PPAO011119** Cover is provided by the policy wording as above and the endorsements detailed below.
Period of Insurance	**From: 01 April 2020** **To: 31 March 2021** both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.
Retroactive Date:	01 April 2004
Date Issued:	17 April 2020 **Issue Number:** 2
Reason for Issue:	Amendment to Retroactive Date
Insurer:	QBE UK Ltd (registered in England number 1761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.; registration number 202842)
Registered Address:	Plantation Place, 30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax + 44 (0) 207 105 4019
Contact Details	
Issue Office:	Risk Management Partners Ltd, 67 Lombard Street, London, EC3V 9LJ
Claim Notification:	Gallagher Bassett International
Territorial Limits:	Worldwide
Jurisdiction:	Worldwide excluding **North America**
Policy Law and Jurisdiction:	The law of that part of the United Kingdom where the **authority** is headquartered

Cover Applicable

The figures below apply other than where specifically stated to the contrary within an appendix of this Schedule or within a particular **insured section** of the **policy.**

<table>
<tr><th>Insured section</th><th colspan="2">Sub/ Limit of indemnity</th><th>Retention</th></tr>
<tr><td rowspan="6">Officials Indemnity</td><td colspan="2">Limit of indemnity- GBP 10,000,000 any one claim and in the aggregate.
Including sub-limits of indemnity for:</td><td rowspan="6">GBP 500,000

each and every claim or series of claims</td></tr>
<tr><td>Consumer Protection Act 1987</td><td>GBP 250,000 each and every claim or series of claims and for all claims in the aggregate during the period of insurance</td></tr>
<tr><td>Data Protection</td><td>GBP 250,000 each and every claim or series of claims and for all claims in the aggregate during the period of insurance</td></tr>
<tr><td>Food Safety Act 1990</td><td>GBP 250,000 each and every claim or series of claims and for all claims in the aggregate during the period of insurance</td></tr>
<tr><td>Land charges</td><td>GBP 10,000,000 each and every claim or series of claims and for all claims in the aggregate during the period of insurance</td></tr>
<tr><td>Public Health Act</td><td>GBP 250,000 each and every claim or series of claims and for all claims in the aggregate during the period of insurance</td></tr>
</table>

Condition – Aggregate Stop Loss: GBP [redacted]

The non-ranking excess means the first amount payable by the **insured** in respect of each and every occurrence, claim or potential claim including any **defence costs** made against the **insured**, and all such payments are excluded from this insurance. The **limit of indemnity** by this **policy** is additional to the non-ranking excess which shall stand at:

GBP Nil

In addition the **insured** will pay the first amount of any covered loss as **retention** but the maximum amount for which the **insured** is responsible for each and every occurrence, claim or potential claim including any **defence costs** during any one **period of insurance** in respect of all amounts payable as **retention** will not exceed the figure shown above as the Aggregate stop limit. The amounts payable as non-ranking excess will not contribute to the Aggregate stop limit

Further the Aggregate stop limit under this **policy** is shared with and eroded in like manner by payments under the following coverages:

Combined Liability – Y129076QBE0120A
Professional Indemnity – 037803/01/2020/0167

Upon exhaustion of the Aggregate stop limit the **insurer** will reimburse the **insured** for subsequent loss payments within this **retention** but the non-ranking excess will stand at:

GBP [redacted] in respect of Officials Indemnity and Professional Indemnity only

Annual Premium

Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

Minimum and Deposit	**GBP**	[redacted]
Insurance Premium Tax at 12%	**GBP**	[redacted]
Total Payable	**GBP**	[redacted]

Signed on behalf of the **insurer**

Claims Handling Authority

With regard to Clause 3 ‘Duties in the event of a claim or potential claim’ of this **policy** any reference to the **insurer** shall be deemed to include any party authorised to handle claims on the insurer’s behalf.

The **insurer** has authorised Gallagher Bassett International Limited to handle claims on the **insurer**’s behalf in respect of this **policy**.

In-House Claims Handling Agreement including conditions and reporting requirements

There is no authority granted to the **public authority** in respect of the handling of claims that may be subject to indemnity under this **policy**.

Endorsements

Endorsement 001 - Retention – Election officials

The **retention** stated in the **schedule** is NIL in respect of any indemnity provided to any **Election official** with regard to any **election** held during the **period of insurance**.

Long Term Agreement – Expiry Date: 31 March 2022

Until the long term agreement expiry date shown above the **public authority** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **period of insurance** provided it is understood that;

a) the **insurer** is under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;

b) the **insurer** may increase the Aggregate Stop Limit at each renewal date by up to [redacted] following agreement to such increase by the **public authority**.

The above mentioned undertaking applies to any policy which may be issued by the **insurer** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **public authority** of the **policy** terms.

The **public authority** has the option to extend the expiry date annually by a further two years at its discretion.

QBE European Operations
Public Authority Officials Indemnity Insurance (UK) Schedule

Public Authority:	**London Borough of Enfield**
Address:	Civic Centre, Silver Street, Enfield, London, EN1 3XN
Business:	London Borough
Policy Number:	**037499/01/2021/0180**
Unique Market Reference:	B1263EG0259921
Policy Wording Reference:	**PPAO010121** Cover is provided by the policy wording as above and the endorsements detailed below.
Period of Insurance	**From: 01 April 2021** **To: 31 March 2022** both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.
Retroactive Date:	01 April 2004
Date Issued: **Reason for Issue:**	31 March 2021 **Issue Number:** 2 Amendment to Retroactive Date
Insurer:	QBE UK Ltd (registered in England number 1761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.; registration number 202842)
Registered Address:	30 Fenchurch Street, London, EC3M 3BD Tel: + 44 (0) 20 7105 4000 Fax + 44 (0) 207 105 4019
Contact Details **Issue Office:**	Risk Management Partners Ltd, 67 Lombard Street, London, EC3V 9LJ
Claim Notification:	Gallagher Bassett International
Territorial Limits:	Worldwide
Jurisdiction:	Worldwide excluding **North America**
Policy Law and Jurisdiction:	The law of that part of the United Kingdom where the **authority** is headquartered

Cover Applicable

The figures below apply other than where specifically stated to the contrary within an appendix of this Schedule or within a particular **insured section** of the **policy.**

<table>
<tr><th>Insured section</th><th colspan="2">Sub/ Limit of indemnity</th><th>Retention</th></tr>
<tr><td rowspan="6">Officials Indemnity</td><td colspan="2">Limit of indemnity- GBP 10,000,000 any one claim and in the aggregate.
Including sub-limits of indemnity for:</td><td rowspan="6">GBP 500,000

each and every claim or series of claims</td></tr>
<tr><td>Consumer Protection Act 1987</td><td>GBP 250,000 each and every claim or series of claims and for all claims in the aggregate during the period of insurance</td></tr>
<tr><td>Data Protection</td><td>GBP 250,000 each and every claim or series of claims and for all claims in the aggregate during the period of insurance</td></tr>
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<tr><td>Public Health Act</td><td>GBP 250,000 each and every claim or series of claims and for all claims in the aggregate during the period of insurance</td></tr>
</table>

Condition – Aggregate Stop Loss: GBP [redacted]

The non-ranking excess means the first amount payable by the **insured** in respect of each and every occurrence, claim or potential claim including any **defence costs** made against the **insured**, and all such payments are excluded from this insurance. The **limit of indemnity** by this **policy** is additional to the non-ranking excess which shall stand at:

GBP Nil

In addition the **insured** will pay the first amount of any covered loss as **retention** but the maximum amount for which the **insured** is responsible for each and every occurrence, claim or potential claim including any **defence costs** during any one **period of insurance** in respect of all amounts payable as **retention** will not exceed the figure shown above as the Aggregate stop limit. The amounts payable as non-ranking excess will not contribute to the Aggregate stop limit

Further the Aggregate stop limit under this **policy** is shared with and eroded in like manner by payments under the following coverages:

Combined Liability – Y129076QBE0121A
Professional Indemnity – 037803/01/2021/0167

Upon exhaustion of the Aggregate stop limit the **insurer** will reimburse the **insured** for subsequent loss payments within this **retention** but the non-ranking excess will stand at:

GBP [redacted] in respect of Officials Indemnity and Professional Indemnity only

Annual Premium

Payment of the premium as specified below will be deemed acceptance by the **public authority** of the **policy** terms.

Minimum and Deposit	**GBP**	[redacted]
Insurance Premium Tax at 12%	**GBP**	[redacted]
Total Payable	**GBP**	[redacted]

Signed on behalf of the **insurer**

Claims Handling Authority

With regard to Clause 3 ‘Duties in the event of a claim or potential claim’ of this **policy** any reference to the **insurer** shall be deemed to include any party authorised to handle claims on the insurer’s behalf.

The **insurer** has authorised Gallagher Bassett International Limited to handle claims on the **insurer**’s behalf in respect of this **policy**.

In-House Claims Handling Agreement including conditions and reporting requirements

There is no authority granted to the **public authority** in respect of the handling of claims that may be subject to indemnity under this **policy**.

Endorsements

Endorsement 001 - Retention – Election officials

The **retention** stated in the **schedule** is NIL in respect of any indemnity provided to any **Election official** with regard to any **election** held during the **period of insurance**.

Long Term Agreement – Expiry Date: 31 March 2022

Until the long term agreement expiry date shown above the **public authority** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **period of insurance** provided it is understood that;

a) the **insurer** is under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;

b) the **insurer** may increase the Aggregate Stop Limit at each renewal date by up to [redacted] following agreement to such increase by the **public authority**.

The above mentioned undertaking applies to any policy which may be issued by the **insurer** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **public authority** of the **policy** terms.

The **public authority** has the option to extend the expiry date annually by a further two years at its discretion.

Subjectivities

1. Terms are subject to the satisfactory completion of a no claims declaration being returned prior to 01 April 2021 otherwise we reserve our right to amend the terms & conditions &/or premium and a retroactive date of 01 April 2021 will be applied to the policy.

This Insurance is subject to satisfactory receipt of the above within 14 days of inception/renewal date. This insurance will remain in full force and effect pending receipt of such items except that:

If a claim is first made against the insured on or before receipt of the above, the insurer shall not be liable to pay any loss under the Policy that is causally and directly connected to that part of the information required that is materially changed from information previously provided.

The insurer has the right to amend terms within 7 working days of receipt of the above and during that period this insurance will remain in full force and effect except that if a claim is made against the insured during this period the insurer shall not be liable to pay any loss under the Policy that is causally and directly connected to that part of the information required that is materially changed from the information previously provided.