



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
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Contact Details

Issue Office: London

Claim Notification: Gallagher Bassett International

Complaints: Customer Relations
30 Fenchurch Street, London, EC3M 3BD
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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	Nil
	Offshore work	Not Insured	any one claim	any one claim
	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	Nil
	Data Protection	GBP 10,000,000 any one claim or prosecution and in the aggregate	any one claim	any one claim
	Libel or slander (or defamation)	GBP 5,000,000 any one claim or series of claims and in the aggregate	any one claim	any one claim
C - Products liability	Limit of indemnity – GBP 50,000,000 any one occurrence and in the aggregate		GBP 500,000	Nil
D - Pollution liability	Limit of indemnity – GBP 50,000,000 any one occurrence		any one claim	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	Nil
			any one claim	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	██████████
Insurance Premium Tax at 12%	GBP	██████████
Total Payable	GBP	██████████

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 ██████ 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.