

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:		
	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	GBP 500,000 each and every claim or series of claims
	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

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 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

Insurance Premium Tax at 12% GBP

Total Payable in this Transaction GBP

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

Insurance Premium Tax at 12% GBP

Total Payable GBP

Signed on behalf of the insurer

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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 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.