

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 1 st April 2013 B) TO 31 st March 2014 (Both Dates Inclusive)
Renewal Date	1 st 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 1 of the Professional Indemnity Section are deleted and
- (B) General Condition 6(b) 6(c) 6(e) and 6(f) and equivalent conditions within Condition 1 of 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	1 st 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 ■ 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 [] 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	1 st 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	1 st 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	1 st 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	1 st 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	1 st 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 manufacturers' 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 ENDORSEMENT

PL70A Premises Owned By Named Insured - Indemnity to Hirer

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

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	1 st 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	1 st April 2013	
Limit of Indemnity	£10,000,000	in the aggregate during the Period of Insurance in respect of Officials' Indemnity
Retroactive Date	1 st 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	[1 st 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	1 st 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 £2,500 £1,000 £1,000 £1,000 £1,000 £1,000	each and every claim in respect of Business Activity A each and every claim in respect of Business Activity B each and every claim in respect of Business Activity C each and every claim in respect of Business Activity D each and every claim in respect of Business Activity E each and every claim in respect of Business Activity F each and every claim in respect of Business Activity G
---------------------------	--	--

Section Premium £

Schedule Issued Code TRV0126 04/12

Section Endorsement(s) None