

# LOCAL AUTHORITY COMBINED LIABILITY SCHEDULE

Policy Number 10A5UYT16A0H / 10A5UYT16B0H 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

	<u>Section</u>	<u>Operative</u>	<u>Limit</u>		
Α	Employers' Liability	YES	GBP	25,000,000	any one occurrence.
			(but GBP 5,000,000		
			in respect of Offshore)		
В	Public Liability	YES	GBP	25,000,000	any one occurrence.
С	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.
Н	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

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

In full premium GBP for the following limits:

Officials Indemnity

GBP XS GBP

Libel and Slander GBP XS GBP Land Charges GBP XS GBP



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### **EXCESS**

	<u>Section</u>	Excess				
Α	Employers' Liability	GBP 5	500,000	each and every claim inclusive of costs and expenses.		
В	Public Liability	GBP 5	500,000	each and every claim inclusive of costs and expenses.		
С	Product Liability	GBP 5	500,000	each and every claim inclusive of costs and expenses.		
D	Pollution Liability		,	each and every claim inclusive of costs and expenses.		Combined Liability
E	Officials Indemnity	GBP 5	500,000	each and every claim inclusive of costs and expenses.	-	Aggregate Stop of GBP
F	Professional Indemnity	GBP 5	500,000	each and every claim inclusive of costs and expenses.		
G	Libel and Slander	GBP 5	500,000	each and every claim inclusive of costs and expenses.		
Н	Land Charges	GBP 5	500,000	each and every claim inclusive of costs and expenses.		
I	Public Health Act	GBP 5	500,000	each and every claim inclusive of costs and expenses.	J	

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

	<u>Section</u>	
Е	Officials Indemnity	01 April 2004
F	Professional Indemnity	01 April 2010
G	Libel and Slander	01 April 2004
Н	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

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.



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#### **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.