

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 |
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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 |
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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 | ████ |
| QBE Casualty Syndicate 386 | ████ |
| | 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.

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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)