

28 March 2024 To Whom it May Concern

Dear Sir or Madam,

#### **CONFIRMATION OF INSURANCE**

Anglian Water Services Ltd and/or Deutsche Trustee Company Limited as Security Trustee (on behalf of each of the Secured Creditors) and MBIA Assurance S.A. as Financial Guarantors for their respective rights and interests and/or any subsidiary company, and/or Anglian Water Services Ltd has management control or ownership as now constituted or hereafter is acquired, as the respective interest of each may appear; all hereafter referred to as the 'Insured', including legal representatives.)

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

## **PUBLIC & PRODUCTS LIABILITY**

Insurer:	Assicu	Assicurazioni Generali Sp.A.	
Policy Number:	FL1747	75	
Period of Insurance:		il 2024 to 31 March 2025, both days inclusive wich Mean Time	
Interest:	Public and Products Liability The Insurer will indemnify the Insured in respect of an Occurrence subject to the Exceptions terms of this Section and the General Terms against all sums that the Insured shall during the Period of Insurance and within the Policy Territory		
	a)	become legally liable to pay as damages in respect of	
	i. ii. iii.	Personal Injury to any person not being an Employee at the time of the Occurrence Property Damage to third parties nuisance trespass obstruction or interference with	

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b) in accordance with the terms of Extensions referred to in this Section

The Insurer will also pay all Legal Costs and expenses incurred by the Insured with the Insurer's prior consent such consent not to be unreasonably withheld or delayed

any right of light or air or water or easement and arises from and in the course of Business provided that the action for damages is brought against the Insured in a court of law within the Policy Territory or

#### **Public & Products Liability**

£10,000,000 any one event or series of events arising out of one Occurrence, aggregated in respect of Products Liability

#### Pollution (Sudden & Accidental)

£10,000,000 any one event or series of events arising out of one Occurrence and in the aggregate during the Period of Insurance

# Data Protection Act (Claims Made Retro Date 1st April 2022)

GBP 1,000,000 any one claim or series of claims arising out of one Occurrence and in the aggregate during the Period of Insurance

## **Corporate Manslaughter Defence Costs**

GBP 5,000,000 any one event or series of events arising out of one Occurrence and in the aggregate during the Period of Insurance

## Financial Loss (Claims Made Retro Date 1st October 2007)

GBP 10,000,000 any one claim or series of claims arising out of

one Occurrence and in the aggregate during the Period of Insurance

## Professional Indemnity (Claims Made Retro Date 1st October 2007) Excluding Alpheus Environmental Limited & AWG Property Limited

GBP 10,000,000 any one claim or series of claims arising out of one Occurrence and in the aggregate during the Period of Insurance

#### Legionella (Claims Made Retro Date 31st March 2004)

GBP 10,000,000 any one claim or series of claims arising out of

one Occurrence and in the aggregate during the Period of Insurance

### **Crisis Management**

GBP 100,000 any one crisis or series of crises arising out of one Occurrence and in the aggregate during the Period of Insurance

Limit Of Indemnity:

Sub-Limits:



Non Ranking Deductible:

**Public & Products Liability** 

GBP 10,000 each and every claim

**Financial Loss** 

GBP 25,000 each and every claim

**Professional Indemnity** 

GBP 25,000 each and every claim

Legionella

GBP 10,000 each and every claim

**Data Protection Act** 

GBP 10,000 each and every claim

**Crisis Management** 

Co-insurance 20% per crisis

Self-Insured Retention

GBP 500,000 each and every Occurrence

Self-Insured Retention Aggregate:

The difference between GBP 500,000 and the Non-Ranking Deductible any one Occurrence shall contribute towards the Self Insured Retention Aggregate of GBP 4,100,000 during the Period of Insurance

On exhaustion of the Self Insured Retention Aggregate of GBP 4,100,000 the Policy will provide cover in excess of the Non Ranking Deductibles subject to the Limit of Indemnity

Pollution Claims shall not contribute to the Self Insured Retention Aggregate

**Territorial Limits:** 

United Kingdom of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

Conditions:

As per policy wording

We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and deductibles, are based upon information furnished to us by the client, which information we have not independently verified.

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any



contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

This letter shall be governed by and shall be construed in accordance with English law.

Signed on behalf of WILLIS LIMITED

T. My

Thomas McLaughlin

Client Service Executive