

QBE European Operations

CEG - Advantage (Contractors Liability) Schedule

POLICY DETAILS

Policy Number: Y130081QBE0122A **Policy Wording Reference:** PCEG010221

Period of Insurance: **From:** 18 May 2022 **To:** 17 May 2023
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

Issue Number: 000

Effective: **From:** 18 May 2022
Date Issued: 27 May 2022
Reason for Issue: Renewal

Contract Parties

We/Insurer: QBE UK Limited (registered in England number 01761561; 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)

and

QBE Casualty Syndicate 386 (managed by QBE Underwriting Limited, registered in England number 01035198, a Lloyd's Managing Agent authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 204858)

Registered Address: 30 Fenchurch Street, London EC3M 3BD
Tel: +44(0) 20 7105 4000 Fax: +44(0) 20 7105 4020

You/Insured: Clews Recycling Limited & Clews Recycling Limited t/a Rugby Fuel Supplies

Address: 17 Hunters Lane, Rugby, Warwickshire, CV21 1EA

Subsidiary Companies: None

Business: Skip Hire, Recycling Management, Card and Paper Recycling, Single Stream Recycling, Special Waste, Site Clearance, Waste Transfer Station

Contact Details

Broker Name: Henderson Insurance Brokers Ltd (Leeds)

Broker Address: Trueman House, Capitol Park, Tingley, Leeds, LS27 0TS
Tel: 0113 393 6300 Fax: 0113 393 6363

Broker Account: HEND0024 Ref: D Weeks

Issue Office: Acclaim House, Central Park, New Lane, Leeds, LS11 5UF
Tel: + 44 (0)844 736 9520 Fax: + 44 (0)113 290 6610

Claim Notification: **For Liability Claims:**
Tel: 0113 290 6600
Email: ukadminnewclaims@uk.qbe.com

For Crisis Management Claims:
Tel:

EMPLOYERS' LIABILITY LIMITS AND SUB-LIMITS OF INDEMNITY

| Insured section | INCLUDED or NOT INCLUDED | LIMIT OF INDEMNITY (GBP) | |
|--|--|-------------------------------------|--|
| Employers' Liability | INCLUDED | 10,000,000 | any one occurrence |
| | | SUB-LIMIT OF INDEMNITY (GBP) | |
| Non-Panel Firm Legal Costs with prior written consent | | 500,000 | any one claim and in the aggregate |
| Automatic Extensions | | | |
| Data Protection | INCLUDED | 1,000,000 | any one occurrence and in the aggregate including defence costs |
| Manslaughter Defence Costs | INCLUDED | 1,000,000 | any one prosecution and in the aggregate (for both defence costs and prosecution costs combined) |
| Statutory Defence Costs | INCLUDED | 1,000,000 | any one prosecution and in the aggregate |
| Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) | INCLUDED | 1,000,000 | any one claim and in the aggregate |
| Retroactive Date | 18/05/2022 | | |
| War and Terrorism | INCLUDED | 5,000,000 | any one occurrence |
| Non-Automatic Extensions | | | |
| Offshore Activities | NOT INCLUDED | | |
| Operation of Section | | | |
| Territorial Limits: | Worldwide | | |
| Claim Jurisdiction: | Worldwide excluding North America | | |
| Policy Law and Jurisdiction: | England and Wales | | |
| Section premium subject to adjustment: | Yes | | |
| Adjustable basis | Minimum and Deposit on Adjustment | | |
| Subject to a minimum and deposit premium of: | GBP 17,000.00 | | |

GENERAL LIABILITY LIMITS AND SUB-LIMITS OF INDEMNITY

| Insured section | INCLUDED or NOT INCLUDED | LIMIT OF INDEMNITY (GBP) | |
|---|---------------------------------|-------------------------------------|--|
| General Liability | INCLUDED | | |
| Public Liability | INCLUDED | 10,000,000 | any one occurrence |
| Product Liability | INCLUDED | 10,000,000 | any one occurrence and in the aggregate |
| Pollution Liability | INCLUDED | 10,000,000 | any one occurrence and in the aggregate |
| | | | |
| | | SUB-LIMIT OF INDEMNITY (GBP) | |
| Non-Panel Firm Legal Costs with prior written consent | | 500,000 | any one claim and in the aggregate |
| Automatic Extensions | | | |
| Advertising Liability | NOT INCLUDED | | |
| Environmental Statutory Liability | INCLUDED | 1,000,000 | any one occurrence and in the aggregate including defence costs |
| Financial Loss (tort only) | INCLUDED | 250,000 | any one claim and in the aggregate including defence costs |
| Retroactive Date | 18/05/2022 | | |
| Manslaughter Defence Costs | INCLUDED | 1,000,000 | any one prosecution and in the aggregate (for both defence costs and prosecution costs combined) |
| Statutory Defence Costs | INCLUDED | 1,000,000 | any one prosecution and in the aggregate |
| Non-Automatic Extensions | | | |
| Accidental Discovery of Asbestos | NOT INCLUDED | | |
| Retroactive Date | NOT APPLICABLE | | |
| Data Protection | INCLUDED | 1,000,000 | any one occurrence and in the aggregate including defence costs |
| North American Jurisdiction | NOT INCLUDED | | |
| Terrorism | INCLUDED | 1,000,000 | any one occurrence and in the aggregate |
| Unmanned Aerial Vehicles | INCLUDED | 1,000,000 | any one insured event including defence costs |

Operation of Section

| | |
|--|--|
| Territorial Limits | Worldwide |
| Claims Jurisdiction | Worldwide excluding North America |
| Policy Law and Jurisdiction | England and Wales |
| Section premium subject to adjustment | Yes |
| Adjustable basis | Minimum and Deposit on Adjustment |
| Subject to a minimum and deposit premium of: | GBP 8,000.00 |

EMPLOYERS' LIABILITY AND GENERAL LIABILITY EXCESSES

| Insured section | | Excess (GBP) | |
|--|-----------------------|----------------------|---|
| Employers' Liability | NOT APPLICABLE | | |
| General Liability | APPLICABLE | | |
| In respect of Public Liability | APPLICABLE | 1,000 | any one claim excluding bodily injury |
| In respect of Products Liability | APPLICABLE | 1,000 | any one claim excluding bodily injury |
| In respect of Pollution Liability | APPLICABLE | 1,000 | any one claim excluding bodily injury |
| Other than the following: | | | |
| In respect of Advertising Liability | NOT APPLICABLE | | |
| In respect of Accidental Discovery of Asbestos | NOT APPLICABLE | | |
| In respect of Financial Loss | APPLICABLE | 10% 5,000 | of any one claim; or of any one claim (whichever amount is greater) |
| In respect of North America Jurisdiction | NOT APPLICABLE | | |

CRISIS MANAGEMENT LIMIT OF INDEMNITY

| Insured section | INCLUDED or NOT INCLUDED | LIMIT OF INDEMNITY (GBP) |
|------------------------|---------------------------------|---------------------------------|
| Crisis Management | NOT INCLUDED | |

EXCESS

| Insured section | Excess (GBP) |
|------------------------|---------------------|
| Crisis Management | NOT APPLICABLE |

PREMIUMS

| Payment Details | (GBP) |
|-------------------------------------|------------------|
| Annual Policy Premium | 25,000.00 |
| UK IPT 25,000.00 @ 12.00% | 3,000.00 |
| Premium payable by this transaction | 25,000.00 |
| UK IPT 25,000.00 @ 12.00% | 3,000.00 |
| Total payable | 28,000.00 |
| Premium payment date(s) | 18th August 2022 |

ENDORSEMENTS

Policy Number: Y130081QBE0122A **Policy Wording Reference:** PCEG010221
Period of Insurance: **From:** 18 May 2022 **To:** 17 May 2023
Issue Number 000

This **schedule** sets out additional clauses that form part of the **policy**. The undernoted clauses amend the **insured section** and / or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

ZZACOC Condition: Coinsurance clause

In accordance with the General terms and conditions herein 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 UK Limited - lead insurer | 21% |
| QBE Casualty Syndicate 386 | 79% |
| | 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.

Clause: ZZACOC 020918

ZZAHWS Condition: Hazardous waste: Deliberate disposal thereof

The following clause is incorporated in and forms part of the Conditions precedent to Public Products and Pollution liability section of this **policy**:

It is a condition precedent to the **insurer's** liability under this insurance that the **insured** will not deliberately deposit or dispose of hazardous waste for which the **insured** does not hold a licence.

For the purpose of this clause, hazardous waste shall be as defined by the relevant regulatory authority responsible for the removal of waste.

Clause: ZZAHWS010114

ZZAINR Condition: Insurer's rights**Insurer's Rights**

The 'Insurer's rights' clause which forms part of the 'Duties in the event of a claim or potential claim' to this **policy** is deleted and replaced with the following:

- a) The **insurer** will handle, oversee and shall have full discretion in the conduct of any potential insured claim which may be subject to an indemnity under this **policy** and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the **insured**.
- b) The **insurer** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim thereafter be under no further liability except (where payable under the relevant **insured section**) for payment of **defence costs** incurred prior to the date of payment.
- c) The **insurer** may at any time apply to the **insured** for reimbursement for payments made under the **insured sections** or extensions thereto but which do not exceed the **excess**.

Clause: ZZAINR010516

Inclusion: Legionella included with inner limit - Insured sections Public, Products and Pollution liability**Insured sections Public, Products and Pollution liability**

The insurance by this **policy** excludes and does not cover **personal injury, damage, denial of access** or nuisance caused by **legionella** except as stated under.

Notwithstanding the aforementioned, the **insurer** will indemnify the **insured** and any **other insured party** for all sums (including claimants' costs and expenses) which the **insured** becomes legally liable in respect of **personal injury** that occurs during the **period of insurance** and arising out of or from or in connection with the **legionella** except that the **insurer** shall not be liable for:

- a) any amount in excess of the sub-**limit of indemnity** of GBP1,000,000 any one occurrence and in the aggregate;
- b) any claims for **bodily injury** arising from employment.

Further the following definition is added to and incorporated in this **policy**.

Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Clause: ZZALEG010113

QBE European Operations is a trading name of QBE Europe SA/NV, VAT BE 0690.537.456, RPM/RPR Brussels, IBAN No. BE53949007944353 and SWIFT/BIC No. HSBCBEBB, ('QBE Europe'), and of (1) QBE UK Limited, no. 01761561 ('QBE UK'), (2) QBE Underwriting Limited, no. 01035198 ('QUL'), (3) QBE Management Services (UK) Limited, no. 03153567 ('QMSUK') and (4) QBE Underwriting Services (UK) Limited, no. 02262145 ('QSUK'), all four companies having their registered offices at 30 Fenchurch Street, London, EC3M 3BD, and being incorporated in England and Wales. QBE Europe is authorised by the National Bank of Belgium under licence number 3093. QBE UK and QUL are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. QUL is a Lloyd's managing agent. QMSUK and QSUK are both Appointed Representatives of QBE Europe and QUL.