

# QBE European Operations Advantage (Contractors Liability) Renewal Schedule

**Policy Number:** Y130081QBE0124A **Policy Wording Reference:** PCEG011123

**Period of Insurance:** **From:** 18 May 2024 **To:** 17 May 2025  
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

**Issue Number:** 001 **Effective From:** 18 May 2024 **Date Issued:** 27 June 2026

**Reason for Issue:** Renewal

## Contract Parties

QBE UK Limited (registered in England number 01761561). Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842. Home State - United Kingdom

**Insurer:** 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

**Issuing Office:** Acclaim House, Central Park, New Lane, Leeds, LS11 5UF  
Tel: +44 (0)1245 343107

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

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

**Subsidiary Companies:** None

## Risk Details

**Business:** Skip Hire, recycling management, card and paper recycling, single stream recycling. Special waste, site clearance and waste transfer station & Fuel Sales (Gas Bottles Coal Kindle etc)

**Law and jurisdiction:** England & Wales

**Territorial Limits:** Worldwide

**Claims Jurisdiction:** Worldwide excluding North America

## Broker 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

**Claim Notification** By post QBE UK Casualty Claims, Acclaim House, Leeds, LS11 5UF  
By telephone + 44 (0)800 876 6399  
By email Email: ukadminnewclaims@uk.qbe.com

**Data Privacy** Online <https://qbeeurope.com/privacy-policy>  
Alternatively, **you** may contact **our** Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

## Complaints

**QBE Europe SA/NV (UK Branch) or QBE UK Limited** By email [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com)  
By post Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD  
By telephone +44 (0)20 7105 5988

**QBE's Lloyd's syndicates** By email [complaints@loyds.com](mailto:complaints@loyds.com)  
By post Lloyd's Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN  
By telephone +44 (0)20 7327 5693

**Financial Ombudsman Service** By post UK FOS, Exchange Tower, London E14 9SR  
By telephone +44 (0)800 023 4567  
Website <http://www.financialombudsman.org.uk/consumer/complaints.htm>

## Insured section Employers' Liability

### Employers' Liability Cover

**INCLUDED**

**Limit of indemnity**

**Employers' Liability** any one **occurrence** GBP 10,000,000

*Defence costs are included in and form part of the **Limit of Indemnity***

**Sub-limit of indemnity**  
(Included within the **Limit of indemnity**)

**Non-Panel Firm Legal Costs** any one **occurrence** GBP 250,000

### Employers' Liability Standard Extension Sub-limits

**INCLUDED**

*Unless otherwise expressly stated below, **defence costs** are included in and form part of the **sub-limit of Indemnity**.*

		<b>Retroactive date</b> (if applicable)	<b>Sub-limit of indemnity</b> (Included within the <b>Limit of indemnity</b> )
<b>Data Protection</b>	any one <b>occurrence</b>		GBP 1,000,000
<b>Manslaughter and Statutory Defence Costs</b>	any one <b>occurrence</b>		GBP 1,000,000
<b>Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)</b>	any one <b>occurrence</b>	18/05/2022	GBP 1,000,000
<b>War and Terrorism</b>	any one <b>occurrence</b> , with <b>defence costs</b> in addition to the <b>sub-limit of indemnity</b>		GBP 5,000,000

### Employers' Liability Optional Extension Sub-Limit

**only covered if 'INCLUDED'**

*If an extension is shown as 'INCLUDED' and no **sub-limit of indemnity** is included below, the extension will be subject to the **sub-limit of indemnity** as shown in the **policy**.*

			<b>Sub-limit of indemnity</b> (Included within the <b>Limit of indemnity</b> )
<b>Offshore Activities</b>	any one <b>occurrence</b> , with <b>defence costs</b> in addition to the <b>sub-limit of indemnity</b>	NOT INCLUDED	GBP 0

### Operation of section

Sections premium subject to adjustment	Yes
Adjustable basis	Minimum and Deposit on Adjustment
Subject to a minimum and deposit premium of	GBP 23,000.00

## Insured section General Liability

### General Liability Cover for Public, Product, and Pollution liability

**INCLUDED**

*Defence costs are payable in addition to and do not form part of the General Liability Limits of Indemnity.*

Sub-sections		Limit of indemnity
<b>Public liability</b>	any one occurrence	GBP 10,000,000
<b>Product liability</b>	any one occurrence and in the aggregate	GBP 10,000,000
<b>Pollution liability</b>	any one occurrence and in the aggregate	GBP 10,000,000
		<b>Sub-limit of indemnity</b>
<b>Non-Panel Firm Legal Costs</b>	any one occurrence and in the aggregate	GBP 250,000

### General Liability Standard Extension Sub-limits

**INCLUDED**

*Defence costs are included in and form part of the General Liability Standard Extension sub-limits of Indemnity. If no sub-limit of indemnity is included below, the extension will be subject to the sub-limit of indemnity as shown in the policy.*

		Retroactive date (if applicable)	Sub-limit of indemnity (Included within the Limit of indemnity)
<b>Advertising Liability</b>	any one occurrence and in the aggregate		NOT INCLUDED
<b>Environmental Statutory Liability</b>	any one occurrence and in the aggregate		GBP 1,000,000
<b>Limited Financial loss</b>	any one occurrence and in the aggregate	18/05/2022	GBP 250,000
<b>Manslaughter and Statutory defence costs</b>	any one occurrence and in the aggregate		GBP 1,000,000

## General Liability Optional Extension Sub-limits

only covered if  
**'INCLUDED'**

**Defence costs** are included in and form part of the General Liability Optional Extension **sub-limits of Indemnity**. If an extension is shown as 'INCLUDED' and no sub-limit of indemnity is included below, the extension will be subject to the **sub-limit of indemnity** as shown in the **policy**.

			Retroactive date (if applicable)	Sub-limit of indemnity
<b>Accidental discovery of asbestos</b>	any one occurrence and in the aggregate	NOT INCLUDED		GBP 0
<b>Data Protection</b>	any one occurrence and in the aggregate	INCLUDED		GBP 1,000,000
<b>Terrorism</b>	any one occurrence and in the aggregate	INCLUDED		GBP 1,000,000
<b>Additional 'Claims Jurisdiction' Cover - United States of America and Canada</b>		NOT INCLUDED		for all claims under (a) and (b) combined.
<b>(a) Public Liability</b>	any one <b>occurrence</b>			
<b>(b) Product Liability</b>	any one <b>occurrence</b> and in the aggregate			
<b>Unmanned aerial vehicles</b>	any one occurrence and in the aggregate	INCLUDED		GBP 1,000,000

## Operation of section

Sections premium subject to adjustment	Yes
Adjustable basis	Minimum and Deposit on Adjustment
Subject to a minimum and deposit premium of	GBP 7,000.00

## Policy excesses

### General excesses

<b>Employers' Liability General Liability</b>	<b>NOT APPLICABLE APPLICABLE</b>	GBP 1,000	any one occurrence excluding personal injury
---	--------------------------------------	-----------	---

### Specific excesses (where applicable)

<b>Advertising Liability</b>	<b>NOT APPLICABLE</b>		
<b>Accidental discovery of asbestos</b>	<b>NOT APPLICABLE</b>		
<b>Limited Financial loss</b>	<b>APPLICABLE</b>	10% of your legal liability or GBP 5,000 (whichever is greater) any one <b>claim</b>	
<b>United States of America and Canada extension</b>	<b>NOT APPLICABLE</b>		

### Extensions to the Employers' Liability and General Liability sections **INCLUDED**

Subject to any terms, conditions or exclusions within the **policy**, cover under extensions 'Acquired or newly created companies', 'Additional insured parties', 'Contractual liability', 'Cross liabilities' and 'Electric scooters and other powered transporters' is included under the **policy**. No **sub-limit of indemnity** applies to these extensions.

## Overall Loss Limit

<b>General Liability</b>		GBP 5,000,000	any one <b>occurrence</b>
--------------------------	--	---------------	---------------------------

## Payment Details

	GBP
Annual policy premium	30,000.00
IPT/tax	3,600.00
Premium payable by this transaction	30,000.00
IPT/tax	3,600.00
Total payable	33,600.00
<b>Premium payment due by</b>	18th August 2024

## Endorsement Schedule

**Policy Number:** Y130081QBE0124A

**Period of Insurance:** **From: 18 May 2024** **To: 17 May 2025**  
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

---

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

### **ZZACOC 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.

<b>Insurer</b>	Proportion (per cent)
QBE UK Limited - lead <b>insurer</b>	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

### **Condition: Waste disposal condition** **Insured section: General terms**

#### **General terms**

The following clause is incorporated in and forms part of the 'General terms' **section** of this **policy**.

#### **Waste disposal condition**

It is a condition precedent to our liability under this **policy** that you or any person acting on your behalf will dispose of all waste materials at a site licenced to accept such waste materials by the appropriate authorities.

Clause: ZZSWDC 010820



**Inclusion: Legionella included with inner limit - Insured section General Liability**

**Insured sections General 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 bacteria from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Clause: Bespoke

**Condition: Long Term Agreement - QBE Advantage - three years**

**Insured section: General Terms**

The following endorsement is added to and forms part of the 'General Terms' of this policy.

1. This endorsement shall be fully and effectively binding with immediate effect from the inception date of the **policy**.
2. **You** have agreed to renew the **policy** for a further two (2) **periods of insurance** (each a **renewal**) from 18 May 2025 to 17 May 2027, subject to and in accordance with the provisions of this endorsement.
3. Where **you** have agreed to renew the **policy** for a further two (2) **periods of insurance** then:
  - a) at the first annual review date of 18 May 2025, **we** will review the **loss ratio** during that **period of insurance** and:
  - b) at the second annual review date of 18 May 2026, **we** will review the **loss ratio** during the first and second **periods of insurance** collectively, and shall:
    - i. apply to the **renewal** the terms applicable to the **policy** at its expiry; and
    - ii. increase the premium rates at each **renewal** in accordance with the table below:

**Loss ratio thresholds**

		Increase premium rate
	<b>Loss ratio</b> of 0.00% - 30.00%	2.00%
subject	<b>Loss ratio</b> in excess of 30.00%	Terminates the <b>agreement</b> ,
this		to the clause 4 below of endorsement

4. If the **loss ratio** exceeds 30.00% **we** may increase the premium rate by 10.00% rather than terminate the **agreement**.
5. **We** have the right to adjust the premium rates, terms or conditions or restrict or vary the cover (including the amount of the **excess** or to decline to renew the **policy** if any of the following applies at any **renewal**:

- a) If there has been a material alteration to the risk insured under this **policy** as at the applicable review date.
- b) If there has been an increase or decrease of more than 10.00% in **your** estimate of 10 for the following twelve (12) months' period in comparison to that provided for the expiring twelve (12) months' period.
- c) If any change in:
  - i. law (including any enactment, subordinate legislation, law, regulation, decree treaty or instrument in force) of any country or territory; or
  - ii. the interpretation of such law by any court tribunal or arbitration any government or regulatory body or ombudsman;

that prevents **us** from providing cover, materially increases the extent of cover provided by the **policy** or obliges **us** to alter any terms and conditions of the

**policy.**

- d) If there is a change in **our** reinsurance arrangements which is material to the risk insured by this policy, having the effect that reinsurance protection is no longer available to **us** or ceases to be available on substantially the same terms and conditions, rates or cost as applied at the inception of this endorsement.

6. If **you** seek to terminate the **policy**, **you** shall be liable to pay to **us** upon written demand, the premium which should have been paid from inception date of the **policy** and the premium in respect of any **renewal** including any increase in premium as specified in clause 3 – 5 above.

7. For the purpose of this endorsement the following definitions are added to the **policy**:

**Loss ratio**

**Loss ratio** means the **total claims** divided by the total net adjusted premiums paid and payable for the applicable period of insurance.

**Total claims**

**Total claims** mean

- a) the total of actual claims payments including all medical and other charges; and
- b) reserves made by **us** for outstanding claims and circumstances; as recorded in **our** official claims records.

Clause: ZZSLQA 021120

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.