



QBE European Operations Waste and Environmental Contractors (including Asbestos) Liability Insurance Schedule

Policy Number: DIA20CHLOR-1/2001 **Policy Wording Reference:** PWST010119

Period of Insurance: **From:** 20th March 2020 **To:** 19th March 2021
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

Reason for Issue: New Business

Contract Parties

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)

Registered Address: Plantation Place, 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019

Insured: Chloros Environmental Ltd

Address: Unit 45, Elm Drive, Hartlebury, Trading Estate, Kidderminster, DY10 4JB

Subsidiary Companies: None

Business: Hazardous Waste Management

Contact Details

Broker Name: Direct Insurance London Market
Broker Address: 4th Floor, 34 Lime Street, London, EC3M 7AT

Issue Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019

Claim Notification:
Liability Plantation Place, 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019

Insured section		Limit of Indemnity	
Employers' Liability			
Employers' Liability	Insured	GBP	10,000,000 any one occurrence
Including sub-limits of indemnity for:			
Statutory defence costs	Insured	GBP	1,000,000 any one prosecution and in the aggregate
Manslaughter defence costs	Insured	GBP	1,000,000 any one prosecution and in the aggregate (for both defence costs and prosecution costs combined)
Prosecution costs (other than for manslaughter)	Insured	GBP	1,000,000 any one prosecution and in the aggregate
Offshore work	Insured	GBP	5,000,000 any one occurrence
War and terrorism	Insured	GBP	5,000,000 any one occurrence
Cover inception date			
Cover expiry date			
Territorial limits:			Worldwide
Claim jurisdiction:			Worldwide
Policy Law and Jurisdiction			The law of that part of the United Kingdom where the head office of the insured is located
Insured section premium subject to adjustment:			Yes
			Clerical: GBP: 916,367 @ 0.20%
Adjustable basis:			Manual: GBP: 358,399 @ 2.00%
Subject to a minimum premium of:			GBP 9,000.00

Insured section		Limit of Indemnity	
Public, Products and Pollution Liability			
B - Public Liability	Insured	GBP	10,000,000 any one occurrence
C - Products Liability	Insured	GBP	10,000,000 any one occurrence and in the aggregate
D - Pollution Liability	Insured	GBP	10,000,000 any one occurrence and in the aggregate
Including sub-limits of indemnity for Public, Products and Pollution liability insured sections :			
Environmental statutory liability (part of insured section Pollution liability)	Insured	GBP	1,000,000 any one occurrence and in the aggregate including defence costs
Financial Loss Insurance (part of insured section Public liability)	Insured	GBP	500,000 any one claim and in the aggregate
Statutory defence costs	Insured	GBP	1,000,000 any one prosecution and in the aggregate
Manslaughter defence costs	Insured	GBP	1,000,000 any one prosecution and in the aggregate (for both defence costs and prosecution costs combined)
Prosecution costs (other than for manslaughter)	Insured	GBP	500,000 any one prosecution and in the aggregate
Combined single limit for the Public, Products and Pollution liability insured sections	Insured	GBP	5,000,000 any one event

Retroactive Date

20th March 2020

Territorial limits:

Worldwide

Claim Jurisdiction:

Worldwide excluding North America

Policy Law and Jurisdiction

The law of that part of the United Kingdom where the head office of the insured is located

Insured sections premium subject to adjustment:

Yes

Adjustable basis:

Turnover: GBP: 5,500,000 @ 0.15%

Subject to a minimum premium of:

GBP: 8,250.00

Excesses Insured section	Amount of excess	
Employers' liability	GBP	Not applicable
Public liability (Excess)		
i) In respect of underground services	GBP	2,500 any one claim
ii) In respect of heat	GBP	2,500 any one claim
iii) In respect of all other insured events	GBP	2,500 any one claim
Products liability (Excess)	GBP	2,500 any one claim
Pollution liability (Excess)	GBP	2,500 any one claim

Payment Details	
Annual Policy Premium	GBP 17,250.00
IPT/tax	GBP 2,070.00
Premium payable (refunded) by this transaction	GBP 17,250.00
IPT/tax	GBP 2,070.00
Total payable	GBP 19,320.00
Premium payment date	20th April 2020

Signed on behalf of the insurer:



Endorsement Schedule

Policy Number: DIA20CHLOR-1/2001

Period of Insurance: **From:** 20th March 2020 **To:** 19th March 2021
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**. The undernoted clauses amend the **insured section** and/or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

WSTNAE Notifiable asbestos

Clause 7 - Exclusions to insured sections B, C, D and E

Insured sections B, C, D and E exclude and do not cover the **insured** in respect of any claim arising from or in connection with the handling, removal, stripping out, demolition, transportation or disposal of **notifiable asbestos**.

However this exclusion shall not apply to liability arising from:-

- i) the accidental discovery of materials known or suspected to be **notifiable asbestos**;
- ii) the investigation of any such suspect materials.

Provided always that:-

- a) immediately upon discovery, all handling, removal, stripping out, demolition, transportation or disposal of that which is suspected to be **notifiable asbestos** ceases until the composition of all such materials is established;
- b) any subsequent handling, removal, stripping out, demolition, transportation or disposal of **notifiable asbestos** is carried out by a licensed contractor on terms which indemnify the **insured** for all liability arising out of such work.

For the purpose of this endorsement the following definitions apply.

Asbestos means crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of these minerals.

Notifiable asbestos means Asbestos that is required to be handled, removed, stripped out, demolished, transported or disposed of by a licensed contractor.

Exclusion - Demolition

This Policy excludes and does not cover the **insured** in respect of any liability arising out of or from:

- a) the demolition of any structure by a method designed and/or intended to demolish the structure in one sudden and uninterrupted process, including a single action involving the removal of support at ground level;
 - b) the use of a swing or drop ball;
 - c) use of explosives;
 - d) burning of debris.

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

ZZAPSC Inclusion: Statutory defence costs including Health and Safety At Work, etc. Act 1974**Public, Products and Pollution liability - Statutory Defence Costs**

The 'Statutory defence costs including Health and Safety At Work, etc. Act 1974' extension contained in the Coverage extensions to Public, Products and Pollution liability **insured section** of this **policy** is deleted and replaced with the following:

The **insurer** agrees to indemnify the **insured** and at the request of the **insured**, any **other insured party**, in respect of **defence costs** incurred with the prior consent of the **insurer** in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought;
- b) any alleged breach of statutory duty under the Protection from Harassment Act 1997; or
- c) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **insured** or any **other insured party**, provided that the prosecution or proceedings relate to:

- i. an offence alleged to have been committed during the **period of insurance** and in the course of **business**; and
- ii. a potential insured claim for **bodily injury** to persons other than **employees** including their health, safety and welfare which may be the subject of an indemnity under this **insured section** of the **policy**.

The **insurer** will also indemnify the **insured** for:

- a) **defence costs** of appeal including appeal against improvement and prohibition notices incurred with the prior consent of the **insurer**; and
- b) prosecution costs awarded against the **insured**.

But the indemnity by this clause excludes and does not cover any amount:

- a) for which the **insured** or any **other insured party** is entitled to an indemnity by any other legal expenses, motor or employment protection policy;
- b) in respect of allegations provided by this clause (statutory defence costs), in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings;
- c) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide (manslaughter defence costs), in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings; or
- d) in respect of prosecution costs (prosecution costs) in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings.

For the avoidance of doubt the following statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which **defence costs** are insured by this clause:

- a) Health and Safety at Work, etc. Act 1974, but only sections 2 to 8.
- b) Health and Safety at Work (Northern Ireland) Order 1978.
- c) The Trade Description Act 1968.
- d) Part II of the Consumer Protection Act 1987.
- e) Part II of the Food Safety Act 1990.
- f) Corporate Manslaughter Act 2007.

Clause: ZZAPSC010516

**Inclusion: Statutory defence costs including Health and Safety At Work, etc. Act 1974
Employers' Liability Statutory Defence Costs**

The 'Statutory defence costs including Health and Safety At Work, etc. Act 1974' extension contained in the Employers' liability **insured section** of this **policy** is deleted and replaced with the following:

The **insurer** agrees to indemnify the **insured** and at the request of the **insured**, any **other insured party**, in respect of **defence costs**

reasonably incurred with the prior consent of the **insurer** in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought;
- b) any alleged breach of statutory duty under the Protection from Harassment Act 1997; or
- c) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **insured** or any **other insured party**, provided that the prosecution or proceedings relate to:
 - i. an offence alleged to have been committed during the **period of insurance** and in the course of **business**; and
 - ii. a potential insured claim for **bodily injury to employees** including their health, safety and welfare which may be the subject of an indemnity under this **insured section** of the **policy**.

The **insurer** will also indemnify the **insured** for:

- a) **defence costs** of appeal including appeal against improvement and prohibition notices incurred with the prior consent of the **insurer**; and
- b) prosecution costs awarded against the **insured**.

The indemnity by this clause excludes and does not cover any amount:

- a) for which the **insured** or any **other insured party** is entitled to an indemnity by any other legal expenses, motor or employment protection policy;
- b) in respect of allegations provided by this clause (statutory defence costs), in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings;
- c) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide (manslaughter defence costs), in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings; or
- d) in respect of prosecution costs (prosecution costs) in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings.

Clause: ZZASDC010516