

Safelec Limited

**Combined Liability
Certificate Number B1903205183030**

ENVIRONMENTAL SERVICES COMBINED LIABILITY INSURANCE SCHEDULE

POLICY NUMBER
B1903205183030

INSURED
Safelec Limited

CORRESPONDENCE ADDRESS
Unit 2a & 3 Ladfordfields Industrial Park Seighford Stafford ST18 9QE

BUSINESS DESCRIPTION
Waste Transfer Agents – collects electrical WEEE waste including WEEE waste classified as hazardous, Waste Oil, Construction Waste including waste classified as hazardous such as the below , Batteries and Discarded Electrical Equipment & General Waste and Bulky waste, transfer to a recycling plant and processing including separating/stripping of metals & plastics, shredding.
Including the handling on and off site of some items classified as hazardous such as paints, oils, inks, adhesives, spill waste, hazardous WEEE waste, bagged cement bonded asbestos (un licensed)(not dismantling of asbestos), general site hazardous COSHH waste.
Miscellaneous non-conforming products which are discovered in our standard waste collections.

PERIOD OF INSURANCE
From: 4th December 2018
To: 3rd December 2019 Both Dates Inclusive Local Standard Time at the Insured's Address

LIMITS OF INDEMNITY			
Section	Insured	Limit of Indemnity	
A. Employers Liability	Yes	GBP 10,000,000	any one occurrence but GBP 5,000,000 in respect of Offshore
B. Public Liability	Yes	GBP 5,000,000	any one occurrence
C. Products Liability	Yes	GBP 5,000,000	any one occurrence and in all in the Period of Insurance
D. Pollution Liability	Yes	GBP 5,000,000	any one occurrence and in all in the Period of Insurance
E. Financial Loss	Yes	GBP 100,000	any one occurrence and in all in the Period of Insurance

PREMIUM			
Section	Premium (Minimum & Deposit)	Insurance Premium Tax	Total
A. Employers Liability	GBP 4,061.00	GBP 487.32	GBP 4,548.32
B. Public Liability	GBP 2,288.00	GBP 274.00	GBP 2,562.56
C. Products Liability	Included in Section B above	Included in Section B above	Included in Section B above
D. Pollution Liability	Included in Section B above	Included in Section B above	Included in Section B above
E. Financial Loss	Included in Section B above	Included in Section B above	Included in Section B above
Total Amount Due (including 12% Insurance Premium Tax)			GBP 7,110.88
Note – Premium is adjustable on declaration of Wages and Turnover			

EXCESS			
Section	Excess		
A. Employers Liability	Nil		
B. Public Liability	GBP 2,500	Third Party Property Damage / Bodily Injury	
C. Products Liability	GBP 2,500	Third Party Property Damage / Bodily Injury	
D. Pollution Liability	GBP 2,500	Third Party Property Damage / Bodily Injury	
E. Financial Loss	GBP 5,000		
1. The Insured shall be responsible for the first amount of each and every claim or series of claims arising from one source or original cause as indicated above.			
2. The amount shown is inclusive of all costs, expenses and adjusters' fees incurred.			
3. Underwriters may require the Excess to be paid at any time during the investigation, defence or settlement of any claim.			
4. The Insured shall comply with Condition 5. "Claims Procedure" as if no Excess applied.			
5. The term "claim" means any notification forwarded to Miles Smith in compliance with Condition 5. "Claims Procedure".			

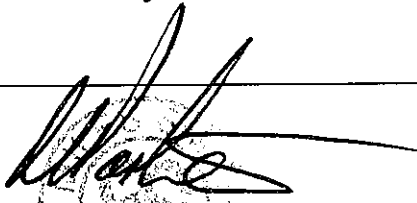
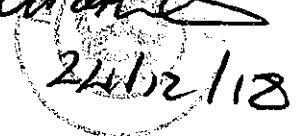
RETROACTIVE DATE
4 th December 2017

APPLICABLE WORDING:	Miles Smith Environmental Services Wording 2011 (01/11)
ENDORSEMENTS:	<p>In addition to the terms, conditions and exclusions of the above policy wording the following endorsements apply:-</p> <p>Sanction Limitation and Exclusion Clause [LMA3100 as attached] Waste Disposal Conditions [MS05 as attached] Waste Site Exclusion [MS06 as attached] Miles Smith Clean Up Costs Extension [MS09 as attached] Asbestos Partial Buyback [as attached] Insurance Act 'Contracting In' Endorsement [as attached] Miles Smith Skip Conditions [MS01 as attached]</p>

INSURERS	
The insurance provided by this contract is shared between the following companies and Lloyds' syndicates in the proportions stated below.	
Insurer	Proportion
Probitas 1492	100%

THIS IS TO CERTIFY that in accordance with the authority granted to us under Contract Number B190320518, the above Insurers are hereby bound to insure in accordance with the terms and conditions as attached hereto or as entered hereon. The subscribing Insurers' obligations under this Contract are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

IN WITNESS WHEREOF this Certificate has been signed at LONDON this 24th December 2018 by MILES SMITH LIMITED Authorised Signatory

ENDORSEMENTS

Attaching To and Forming Part Of Certificate Number B1903205183030

In The Name Of Safelec Limited

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions remain unaltered

LMA3100

15 September 2010

Waste Disposal Conditions

It is a condition of this insurance that all waste is disposed of at licensed landfill sites / waste tips.

All other terms and conditions remain unaltered

Waste Site Exclusion

This certificate excludes the ownership or operation of landfill sites and waste tips, other than transfer stations owned by the Insured or operated by them under licence.

All other terms and conditions remain unaltered

ENDORSEMENTS

Attaching To and Forming Part Of Certificate Number B1903205183030

In The Name Of Safelec Limited

Miles Smith Clean Up Costs Extension

Applicable to Section D: Pollution Liability only.

The insurance by this Section is extended to indemnify the Insured against all sums, including statutory debts, which the Insured is legally liable to pay for remediation and/or preventative costs in respect of actual or potential damage which

- i) occurs within Great Britain, Northern Ireland, The Isle of Man or the Channel Islands, and
- ii) happens during the Period of Insurance and arises out of Pollution but only to the extent that the Insured can demonstrate that such Pollution was the direct result of a sudden, specific and identifiable incident

where such liability arises under an environmental protection directive, statute or statutory instrument.

However, Underwriters will not indemnify the Insured in respect of any such costs which are attributable to actual or potential environmental damage to either:-

- a) land, water, property or premises, or
- b) land or water within or below the boundaries of any land, property or premises

either presently or at any time previously

- i) owned or leased by the Insured, or
- ii) in the care, custody or control of the Insured other than land, water, property or premises temporarily occupied by the Insured for the purpose of work therein or thereon.

The Limit of Indemnity in respect of liability insured under this Extension is GBP 250,000 in the aggregate inclusive of all costs and expenses during any one Period of Insurance but the Limit of Indemnity under this Section shall not be increased by virtue of this Extension.

All other terms and conditions remain unaltered

Miles Smith Skip Conditions

It is a condition precedent to liability under this Policy that in connection with the use, ownership or hiring out of skips, the Insured shall at all times observe and comply with the requirements of the Road (Scotland) Act 1970 or the Highways Act 1971 as amended by the Highways Act 1980 or any Statutory Regulations or Local By-Laws and shall take reasonable steps to ensure that:

- (a) each skip shall be marked with fluorescent markings which shall be kept clean;
- (b) any skips or waste containers owned or hired out by the Insured are sited and lit in accordance with any statutory requirements of Local Authority By-Laws. If Local By-Laws place responsibility on the recipient to provide the same this requirement must be brought to their attention;
- (c) no skip shall be left at or outside any customer's premises or on any working site without delivery being accepted by or on behalf of the customer.

All other terms and conditions remain unaltered

ENDORSEMENTS

Attaching To and Forming Part Of Certificate Number B1903205183030

In The Name Of Safelec Limited

Endorsement - Inclusion – Asbestos (for which a license is not required under the Control of Asbestos Regulations 2012)

Notwithstanding exclusion 1 of this policy, the insurer agrees to indemnify the insured in respect of liability arising from the existence of or exposure to asbestos and/or asbestos containing materials occurring on or after the retroactive date but only in respect of claims first made against the insured and notified to the insurer during the period of insurance in accordance with the terms of the policy.

Provided always that:

- a) the insurer agrees that any circumstance(s) notified to them during the period of insurance which subsequently gives rise to a claim after expiry of the period of insurance shall be deemed to be a claim first made during the period of insurance;
- b) the insurer will not indemnify the insured for any claims arising from the existence of or exposure to asbestos and/or asbestos containing materials where the insured were aware of the circumstance or event which gave rise to the claim before the effective date of this clause;
- c) indemnity will only apply when the insured is engaged in work with asbestos for which a licence is not required by the Control of Asbestos Regulations 2006 involving the handling, removal, stripping out and storage of regulation 3(2)(c)(ii) materials;
- d) in respect of any liability which arises from any requirement to clean up or remove regulation 3(2)(c)(ii) materials from any building and/or structure such building and/or structure is not owned leased or hired by or under hire purchase or on loan to the insured;
- e) the insurer will not indemnify the insured for any claims arising out of any property owning activities;
- f) the insurer will not indemnify the insured for any claims in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;
- g) the insurer's liability to pay damages, including claimant costs recoverable from the insured and costs and expenses shall not exceed the sum of GBP 5,000,000 any one claim which sum shall be the maximum the insurer will pay in the aggregate during any one period of insurance;
- h) the excess applicable to this clause shall be GBP 2,500 each and every claimant.

The retroactive date in respect of this clause is **4th December 2017**

The following are warranted in respect of any claim brought under this policy extension

- i) all work must be carried out in accordance with the Control of Asbestos Regulations 2012;
- ii) that all applicable provisions and recommendations in the Approved Code of Practice and guidance L127 entitled "The management of asbestos in non-domestic premises" and in the Approved Code of Practice and guidance L143 entitled "Work with materials containing asbestos" both issued by the Health and Safety Commission are followed;
- iii) where no specific guidelines exist, health records shall be maintained and medical surveillance shall be carried out in respect of any employee in accordance with the Approved Codes of Practice and guidance as detailed in warranty ii) above;

- iv) that Respiratory Protective Equipment (RPE) is only used that is marked with a CE symbol and that any Respirator not so marked is not used;
- v) that the selection use and maintenance of RPE follows both the manufacturer's recommendations and Health and Safety Executive Guidance Note HSG53 where applicable;
- vi) that the insured will observe any other existing, replacing or subsequent legislation or guidance or Codes of

Practice applicable to work with asbestos for which a licence is not required by the Control of Asbestos Regulations 2012.

For the purpose of this clause the following definition is added to the policy

Regulation 3(2)(c)(ii) materials means:

Regulation 3(2)(c)(ii) materials means materials in which the asbestos fibres are firmly linked in a matrix as defined in Approved Code of Practice and guidance L143 entitled: "Work with materials containing asbestos" issued by the Health and Safety Commission.

ENDORSEMENTS

Attaching To and Forming Part Of Certificate Number B1903205183030

In The Name Of Safelec Limited

Insurance Act 'Contracting In' Endorsement

The clauses below are added to and form part of the General terms and conditions of this **policy**.

1. **Basis of contract**
Any reference to 'basis of the contract' in this **policy** or in the proposal form (if any) is of no effect.
2. **Duty of fair presentation**
The **insured** must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.
3. **Remedies for breach of the duty of fair presentation – proposing for this insurance**
If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation then the **insurer's** remedies shall be as follows:
 - (a) if such breach is deliberate or reckless, the **insurer** may:
 - (i) treat this **policy** as having been terminated from its inception; and
 - (ii) retain the premium;
 - (b) if such breach is not deliberate or reckless and the **insurer** would not have entered into this **policy** but for the breach, the **insurer** may by notice to the **insured** treat this **policy** as having been terminated from its inception in which case the **insurer** shall return the premium; and
 - (c) in all other cases if, but for the said breach, the **insurer** would have entered into this **policy** but:
 - (i) on different terms (other than terms relating to the premium), the **insurer** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
 - (ii) would have charged a higher premium, the **insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
4. **Material changes during the policy period**
 - 4.1 The **insured** must notify the **insurer** within thirty (30) days of any material change to the **insured**, its **business** or the risks insured if indemnity under this insurance is sought in relation to any such change.
 - 4.2 The **insurer** shall not indemnify the **insured** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless the **insurer** has provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

5. Remedies for breach of the duty of fair presentation – variation

If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation in relation to a variation of this **policy**, the **insurer's** remedies shall be as follows:

- (a) if such breach is deliberate or reckless, the **insurer** may:
 - (i) by notice to the **insured** treat this **policy** as having been terminated from the time when the variation was concluded; and
 - (ii) retain the premium;
- (b) if such breach is not deliberate or reckless, and the **insurer** would not have entered into the variation but for the breach, the **insurer** may treat this **policy** as having been terminated from the time when the variation was concluded, in which case the **insurer** shall return the relevant premium; and
- (c) in all other cases if, but for the said breach, the **insurer** would have entered into the variation but:
 - (i) on different terms (other than terms relating to the premium), the **insurer** may require that the variation is treated as if it had been entered into on those different terms from the outset;
 - (ii) would have increased the premium by more than it did or at all, the **insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or
 - (iii) would not have reduced the premium by as much as it did or at all, the **insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

6. Fraudulent claims

6.1 If the **insured** or anyone acting on its behalf makes a fraudulent claim under this **policy**, the **insurer**:

- (a) is not liable to pay the claim;
- (b) may recover any part of the claim already paid from the relevant **insured**; and
- (c) may by notice to the **insured** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case the **insurer** is not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.

6.2 These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

7. Incorporation

7.1 The provisions of this endorsement replace the following provisions in the **policy**:

- (a) Material inaccuracy clause;
- (b) Material alteration clause; and
- (c) Fraud clause (where applicable).

All other terms and conditions remain unaltered

ENDORSEMENTS

Attaching To and Forming Part Of Certificate Number B1903205183030

In The Name Of Safelec Limited

(Re)Insurers Liability Clause

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)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 (re)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.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333

21 June 2007