

Combined Liability

POLICY SCHEDULE

Please check that this policy schedule is accurate and meets with your requirements.

Intermediary: Brunel Insurance Brokers Ltd (Hedron Net)
 Policy Number: CLMU24438299ASC
 Insured: Earthworks Holdings Limited, Earthworks Recycling Limited, Earthworks UK Limited, Cotswold Eco-Fuels Limited and Cromhall Recycling Limited
 Insured's Address: The Old Service Yard
 North Bristol Rugby Club
 Oaklands, Gloucester Road
 Almondsbury
 BS32 4AG

Insured's Business: Tipper Operators, Supply & Delivery Aggregates & Stone and Muckaway and
 Processing of wood and garden agricultural waste including Bio Digesters

Period of Insurance: From 3 February, 2024 To 2 February, 2025
 Both Days Inclusive

Territorial Limits: As stated within the policy section

Premium:	Employers Liability	100% Minimum & Deposit	GBP 5,414.97
	Public/Products Liability	100% Minimum & Deposit	GBP 4,536.13
		Premium	GBP 9,951.10
		Insurance Premium Tax:	GBP 1,194.14
		Policy Fee:	GBP 50.00
		Total Premium:	GBP 11,195.24
(Subject to adjustment as per year end adjustment condition)			

Insurers: Ascot Syndicate 1414 at Lloyd's

Additional Endorsements: HAZARDOUS LOCATIONS EXCLUSION
 HAZARDOUS WORKS EXCLUSION
 MANUAL WORK AWAY EXCLUSION OTHER THAN COLLECTION OR DELIVERY ONLY
 BURNING OF WASTE OR OTHER MATERIALS EXCLUSION
 LANDFILL SITES EXCLUSION
 SECOND HAND AND RECONDITIONED PRODUCT EXCLUSION
 HAULAGE EXCLUSION
 FAILURE TO SUPPLY EXCLUSION

£1000 THIRD PARTY PROPERTY DAMAGE/BODILY INJURY EACH AND EVERY CLAIM
FORM: CLW 1.0 03/21
RISK ADDRESS
RISK ADDRESS
PERSONAL PROTECTIVE EQUIPMENT CONDITION
MINIMUM & DEPOSIT AND YEAR END DECLARATION CONDITION PRECEDENT
SUBJECTIVITIES CONDITION PRECEDENT
CONDITION PRECEDENT NOTICE
FORKLIFT TRUCKS CONDITION PRECEDENT
BONA-FIDE SUB CONTRACTORS CONDITION PRECEDENT
WASTE DISPOSAL CONDITION PRECEDENT
RESTRICTED ACCESS CONDITION PRECEDENT

Limit of Indemnity:

Section 1

Employers Liability:

GBP 10,000,000

any one claim or series of claims arising out of one occurrence other than in respect of Terrorism & Asbestos where GBP 5,000,000 any one claim or series of claims shall apply.
(Including Costs & Expenses)

Section 2

Public Liability:

GBP 5,000,000

any one occurrence, or series of occurrences arising from one event and unlimited in the aggregate in the period of insurance.

Terrorism & Asbestos Excluded

Section 3

Products Liability:

GBP 5,000,000

any one occurrence and in the Aggregate

Terrorism & Asbestos Excluded

Excess:

£1000 THIRD PARTY PROPERTY DAMAGE/BODILY INJURY EACH AND EVERY CLAIM

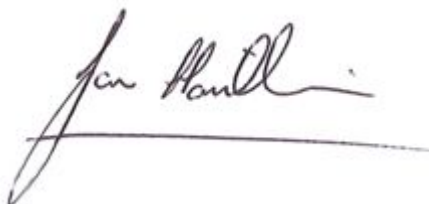
Contract Number:

B6022PK24RP114P4X

Binding Underwriter:

Breeze Underwriting Limited

Signed:



Issue Date:

7 February 2024

Issue Office:

Breeze Underwriting Limited



42-43 Broomfield House, Lanswoodpark Business Centre, Broomfield Rd,
Elmstead Market, CO7 7FD

HAZARDOUS LOCATIONS EXCLUSION

This Policy does not cover legal liability arising out of or in connection with any activities or work undertaken by You or anyone working on Your behalf on, within or at any of the following:

1. any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access;
2. aircraft, drones and other aerial devices
3. watercraft or hovercraft (other than watercraft not exceeding ten (10) metres in length or any hand propelled boat or pontoon in inland water or coastal Territorial Limits).
4. bridges, viaducts or aqueducts;
5. chemical plants, petro-chemical plants, oil refineries, gas works or fuel, oil or chemical bulk storage sites;
6. dams or cofferdams;
7. demolition sites;
8. docks, harbours, boatyards, jetties, piers or inland waterways;
9. explosive plants, storage magazines or munition facilities;
10. nuclear plants or designated nuclear sites and facilities;
11. Offshore installations;
12. power stations;
13. quarries or opencast mines;
14. railway installations or other premises connected to and forming part of any railway infrastructure;
15. railway lines;
16. tunnels over 0.5 metres diameter;
17. underground mines or collieries;
18. underwater mines;
19. underwater/sub aqueous works or installations.

All other terms conditions and exclusions of the Policy remain unaltered.

HAZARDOUS WORKS EXCLUSION

This Policy does not cover legal liability arising out of any work undertaken by You or anyone working on Your behalf involving:

1. piling, ground stabilisation, underpinning or dewatering works;
2. mining, quarrying or tunnelling over 0.5 metres diameter;
3. any demolition work undertaken by You or anyone working on Your behalf other than any building or part thereof which is three (3) metres or less in height where such work forms an incidental part of an erection, refurbishment or extension contract;
4. the sale supply hire and/or the erection of spectator stands;
5. the use of explosives;
6. water course diversion, dams, flood protection or sea defence.
7. any work undertaken by You or anyone working on Your behalf under a separate specific contract for roofing or scaffolding works.

All other terms conditions and exclusions of the Policy remain unaltered.

MANUAL WORK AWAY EXCLUSION OTHER THAN COLLECTION OR DELIVERY ONLY

This Policy does not cover legal liability arising out of or in connection with manual work away from Your Premises other than in connection with delivery or collection of goods.

All other terms conditions and exclusions of the Policy remain unaltered.

BURNING OF WASTE OR OTHER MATERIALS EXCLUSION

The Public Liability Section of this Policy does not cover You or anyone working on Your behalf for legal liability arising out of or in connection with the burning of waste or other materials.

All other terms conditions and exclusions of the Policy remain unaltered.

LANDFILL SITES EXCLUSION

This Policy does not cover legal liability arising from the ownership and/or operation of landfill sites.

All other terms conditions and exclusions of the Policy remain unaltered.

SECOND HAND AND RECONDITIONED PRODUCT EXCLUSION

The Products Liability section of this Policy does not cover liability arising from the sale or supply of second hand or reconditioned Products.

All other terms conditions and exclusions of the Policy remain unaltered.

HAULAGE EXCLUSION

This Policy does not cover legal liability arising out of:

1. The wrongful delivery or the contamination in transit of any load;
2. The haulage of hazardous goods;
3. Loss of or damage to any goods or their packaging or containers shipped or forwarded by or on behalf of You;
4. The transportation of goods by road tankers.

All other terms conditions and exclusions of the Policy remain unaltered.

FAILURE TO SUPPLY EXCLUSION

This Policy does not cover legal liability arising out of or in connection with Your failure to supply goods or Products.

All other terms conditions and exclusions of the Policy remain unaltered.

£1000 THIRD PARTY PROPERTY DAMAGE/BODILY INJURY EACH AND EVERY CLAIM

FORM: CLW 1.0 03/21

RISK ADDRESS

AA and Cronhall Recycling Yard
GL12 8AA

RISK ADDRESS

Mortan Farm
Old Gloucester Road
Bristol
BS35 3UF

PERSONAL PROTECTIVE EQUIPMENT CONDITION

Personal protective equipment for employees and provision of work equipment

It is a condition to the Employers' Liability Section of this Policy that:

- A. You shall ensure compliance with the requirements of the Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER) or any subsequent legislation amending or replacing such Regulations; and
- B. You must hold for Our inspection for a period of not less than five (5) years a copy of up to date records regarding the issue, maintenance and any other information which needs to be recorded in compliance with Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER).

For further details please see Helpful Information on page 19 of Your Policy wording.

All other terms conditions and exclusions of the Policy remain unaltered.

MINIMUM & DEPOSIT AND YEAR END DECLARATION CONDITION PRECEDENT

This policy is 100% minimum & deposit and non refundable in the event of cancellation.

Where the premium is provisionally based on the Insured's estimates the Insured shall keep accurate records and within 30 days of expiry of the period of insurance declare such particulars as the insurer(s) require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as persons employed by this policy. Failure to declare such particulars to the insurer(s) shall entitle the insurer(s) to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.

SUBJECTIVITIES CONDITION PRECEDENT

It is a condition precedent to liability that all subjectivities applied to the policy are fully resolved within 30 days of the inception date. In the event that all subjectivities are not fully resolved, we reserve the right to void the policy ab initio.

CONDITION PRECEDENT NOTICE

We are only prepared to provide cover if You take the steps and precautions to reduce the risk of losses which are specified as condition precedent.

If You do not comply with any condition precedents set out under this policy We will not be liable for any claims under the Sections of cover to which they apply.

We will not rely on a condition precedent to exclude, limit or discharge our liability for a loss if, where Section 11 of the Insurance Act 2015 applies, You can prove that non-compliance could not have increased the risk of a loss which actually occurred in the circumstances in which it occurred.

FORKLIFT TRUCKS CONDITION PRECEDENT

It is a condition precedent to Our liability under the Employer's Liability and Public Liability Sections of this Policy that the use of forklift trucks is subject to the following:

1. all operatives must be over 18 years old;
2. all operatives must receive adequate information, instruction and training in the use of forklift trucks and You must retain documentary evidence of such.
3. Whenever a forklift truck is left unattended:
 - A. the ignition keys must be removed; or
 - B. the vehicle otherwise immobilised;to prevent unauthorised use.
4. The carriage of passengers or unauthorised use of the vehicle outside of its design capabilities is prohibited at all times.
5. Operatives must engage safety restraints whenever such restraints have been fitted to the vehicle.

All other terms conditions and exclusions of the Policy remain unaltered.

BONA-FIDE SUB CONTRACTORS CONDITION PRECEDENT

It is a condition precedent to Our liability under the Employer's Liability, Public Liability and Products Liability Sections of this Policy that all bona-fide sub-contractors engaged have liability insurance in full force and effect throughout the period for which work is undertaken for You and which as a minimum includes:

1. Employers' Liability with a limit of indemnity of not less than £10,000,000; and
2. Public (including Pollution) and Products Liability with a limit of indemnity of not less than £5,000,000; and
3. an indemnity to principal extension; and
4. full coverage for the scope of work undertaken by the bona-fide sub-contractor for You.

You shall obtain and retain a copy of the bona-fide sub-contractor's insurance policy schedule or maintain other written evidence of the insurance in force for inspection by Us when required.

All other terms conditions and exclusions of the Policy remain unaltered.

WASTE DISPOSAL CONDITION PRECEDENT

It is a condition precedent to Our liability under this Policy that all waste material of any description shall be disposed of at a licensed refuse site in accordance with the terms of such licence.

All other terms conditions and exclusions of the Policy remain unaltered.

RESTRICTED ACCESS CONDITION PRECEDENT

It is a condition precedent to Our liability under the Public and Products Liability Sections of this Policy that all visitors to Your Premises:

- a) Are signed in and out by You including date and time record keeping;
- b) Are always accompanied by an Employee;
- c) Are not permitted to break up or remove any metals, other materials or vehicles including spare parts and accessories;
- d) Are not permitted to use any equipment.

All other terms conditions and exclusions of the Policy remain unaltered.