

## QBE European Operations Combined Liability Insurance Schedule

**Policy Number:** Y117414QBE0117A      **Policy Wording Reference:** PPLF120816

**Period of Insurance:** **From:** 1 April 2017      **To:** 31 March 2018  
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

**Issue Number:** 000

**Effective From:** 1 April 2017      **Date Issued:** 12 April 2017

**Reason for Issue:** New Business

### Contract Parties

**Insurer:** QBE Insurance (Europe) Limited  
(registered in England number 1761561; 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:** Summerlease Ltd

**Address:** 7 Summerlease Road, Maidenhead, Berkshire, SL6 8SP

**Subsidiary Companies:** Andigestion Ltd and/or Forever Fuels Ltd

**Business:** See Endorsement

### Contact Details

**Broker Name:** Arthur J Gallagher (Swindon)

**Broker Address:** Station Square, One Gloucester Street, Swindon, SN1 1GW

**Broker Account:** ARTH0692      Tel:      Fax:  
Ref:

**Issue Office:** 2 College Square, Anchor Road, Bristol, BS1 5UE  
Tel: + 44 (0) 117 910 6800      Fax:

**Claim Notification:** QBE Claims, Acclaim House, Central Park, New Lane, Leeds, LS11 5UF  
Tel: + 44 (0)113 290 6600      Fax:  
E-mail: ukadminnewclaims@uk.qbe.com

**Complaints:**

Customer Relations  
Plantation Place, 30 Fenchurch Street, London, EC3M 3BD  
Tel: + 44 (0) 20 7105 5988 Fax: + 44 (0) 20 7105 4032  
Email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com)

Where the **insurer** is or includes a Lloyd's syndicate policyholders may also be eligible to complain to: The Policyholder and Market Assistance Department at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN, telephone 020 7327 5693, email [complaints@lloyds.com](mailto:complaints@lloyds.com).

If you are an eligible complainant and the matter has not been resolved to your satisfaction you may contact: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

A summary of the **insurer's** complaint handling procedure is available on request and will also be provided to you when acknowledging a complaint.

<b>Insured section</b>		<b>Limit of Indemnity</b>	
<b>Employers' Liability</b>			
Employers' Liability	<b>INSURED</b>	GBP	10,000,000 any one occurrence
Including <b>sub-limits of indemnity</b> for:			
Statutory <b>defence costs</b>	<b>INSURED</b>	GBP	1,000,000 any one prosecution and in the aggregate
Manslaughter <b>defence costs</b>	<b>INSURED</b>	GBP	1,000,000 any one prosecution and in the aggregate (for both <b>defence costs</b> and prosecution costs combined)
Prosecution costs (other than for manslaughter)	<b>INSURED</b>	GBP	500,000 any one prosecution and in the aggregate
<b>Offshore work</b>	<b>INSURED</b>	GBP	5,000,000 any one occurrence
<b>War and terrorism</b>	<b>INSURED</b>	GBP	5,000,000 any one occurrence
Territorial limits:			Worldwide excluding <b>North America</b> other than temporary non manual visits
Claim jurisdiction:			Worldwide
Policy Law and Jurisdiction:			The law of that part of the <b>United Kingdom</b> where the head office of the <b>insured</b> is located
Insured Section premium subject to adjustment:			Yes
Adjustable basis:			100% Minimum and Deposit
Subject to a minimum premium of:		GBP	31,601.00

<b>Insured section</b>		<b>Limit of Indemnity</b>	
<b>Public Liability</b>	<b>INSURED</b>	GBP 10,000,000	any one occurrence
<b>Products Liability</b>	<b>INSURED</b>	GBP 10,000,000	any one occurrence and all occurrences in the aggregate
<b>Pollution Liability</b>	<b>INSURED</b>	GBP 5,000,000	any one occurrence and all occurrences in the aggregate
Including <b>sub-limits of indemnity</b> for:			
Environmental statutory liability	<b>INSURED</b>	GBP 1,000,000	any one occurrence and in the aggregate including <b>defence costs</b>
Statutory <b>defence costs</b>	<b>INSURED</b>	GBP 1,000,000	any one prosecution and in the aggregate
Manslaughter <b>defence costs</b>	<b>INSURED</b>	GBP 1,000,000	any one prosecution and in the aggregate (for both <b>defence costs</b> and prosecution costs combined)
Prosecution costs (other than for manslaughter)	<b>INSURED</b>	GBP 500,000	any one prosecution and in the aggregate
Combined single limit for Public, Products and Pollution Liability Insured Sections:	<b>INSURED</b>	GBP 10,000,000	any one insured event
Territorial limits:			Worldwide excluding <b>North America</b> other than temporary non manual visits
Claim jurisdiction:			Worldwide
Policy Law and Jurisdiction:			The law of that part of the <b>United Kingdom</b> where the head office of the <b>insured</b> is located
Insured Sections premium subject to adjustment:			Yes
Adjustable basis:			100% Minimum and Deposit
Subject to a minimum premium of:		GBP	17,720.00

<b>Excesses</b>		<b>Amount of excess</b>	
<b>Insured section</b>			
Employers' liability			Not applicable
Public liability	Excess	GBP 2,500	any one occurrence
Products liability	Excess	GBP 2,500	any one occurrence
Pollution liability	Excess	GBP 5,000	any one occurrence

**Payment Details**

Annual Policy Premium	GBP	49,321.00
Ins Prm Tx% 49,321.00 @ 10.00%	GBP	4,932.10
Premium payable by this transaction	GBP	49,321.00
Ins Prm Tx% 49,321.00 @ 10.00%	GBP	4,932.10
<b>Total payable</b>	GBP	<b>54,253.10</b>
<b>Premium payment date</b>		31st May 2017

Signed on behalf of the insurer.



## QBE European Operations Endorsement Schedule

**Policy Number:** Y117414QBE0117A

**Period of Insurance:** **From:** 1 April 2017 **To:** 31 March 2018  
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**.

### PLFSUB Outstanding subjectivities

#### General terms and conditions

This **policy** has been issued on the basis that the **insured** undertakes to provide the information listed below and or take action specified below prior to the deadline date.

Information/Action	By Whom	Deadline date
1.Survey	QBE	to be arranged within 60 days of inception
2.Completion of agreed risk improvements	Insured	TBA

For the period between inception and the deadline date the **insurer** agrees to provide insurance on the terms and conditions specified in the **policy**. This condition is deemed incorporated in and forms part of the **policy**.

In the event that the information or action is not supplied and or not completed to the satisfaction of the **insurer** by the deadline date, then the **insurer** has the right to amend the terms, conditions or exclusions of the **policy** or cancel the **policy** effective from the deadline date. The **insurer**, at their sole discretion and with written notice, may elect to amend the terms or cancel the **policy** from another date after the deadline date. During the notice period the **insurer** agrees to provide insurance on the original terms and conditions specified in the **policy**. If the **policy** terms are amended the **insured** may elect to cancel this insurance at any time during this notice period.

Where the information or action is supplied and or completed to the satisfaction of the **insurer**, then the **insurer** retains the right to amend the terms, conditions or exclusions of the **policy** by providing [30] days written notice of any changed terms. During the notice period the **insurer** agrees to provide insurance on the original terms and conditions specified in the **policy**. If the **policy** terms are amended the **insured** may elect to cancel this insurance at any time during this notice period.

Where the terms are amended or where the **policy** is cancelled the premium for the period between inception and the cancellation date will be calculated pro rata to the quoted original annual premium. To the extent that this condition conflicts with any other cancellation, notice and premium provision in the **policy** this condition shall prevail.

It is further agreed that each item of information and or each action is independent of the other and non compliance with any one item will allow the **insurer** the right to amend the terms or cancel as set out above.

Clause: PLFSUB010112-ZC

### PLFDPV Diminution in property values

#### Exclusions to Public, Product and Pollution Liability

The Public, Product and Pollution Liability covers exclude and do not cover any liability in respect of the diminution in the value of property arising from the insured's business or loss of or potential loss of rental income which is a consequence of such diminution.

Clause: PLFDPV010112-BE

**ZZAXEL Failure to supply electricity and or supply fluctuation**

The following exclusion is incorporated in and forms part of the Exclusions to Public Products and Pollution liability.

Public, Products and Pollution liability **insured sections** exclude and do not cover:

- a) the failure or inability to supply electricity;
- b) blackouts, brownouts, surges or reductions in the level of electricity supplied;
- c) the diminution of the value of any property alleged as a consequence of a) or b) above.

Clause: ZZAXEL010114

**ZZANCB No Claims Bonus****General terms and conditions**

The following condition is added to the General terms and conditions section of this **policy**:

The **insurer** agrees that a 5 percent no **claims** bonus is payable 3 month(s) after the expiry of the 2017/18 year of account subject to the policy renewing with the current **insurer** for a further 12 month period at 1st April 2018.

For the purpose of this clause claims shall mean:

- a) actual claims payments including all medical legal and other charges; and
- b) reserves made by **insurer** for outstanding claims and/or circumstances.

Clause: ZZANCB010114

**PLFWDC Waste deposition****Conditions precedent to Public, Products, Pollution liability**

It is a condition precedent to the **insurer's** liability under the Public, Products and Pollution liability sections that all waste will only be deposited at licensed waste sites or tips.

Clause: PLFWDC010112-ZC

**ZZALT2 Long term agreement (2)(incorporated)****Long term agreement application**

This **policy** is subject to a Long Term Agreement as per the document lodged with the **insurer**, signed by the **insured** and dated TBC.

Clause: ZZALT2010613-ZC

## **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

## **ZZASDC 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

#### **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

**PLFBUS Business (variable)****General definitions and interpretation**

The definition of **business** is extended to include:

Sand & gravel extraction processing and supply, hauliers, developers, farmers, property owners, landfill gas specialists, generators of electricity, owners & operators of generation plant, designers & commissioners & servicers of plant & equipment, & waste treatment, & anaerobic digestion of animal & food wastes, collection of food wastes, importers and suppliers of wood pellets, wood chipping, drying and sales, producers and exporters of biomethane, drying of digestate and sales of dried digestate; Property and land owners.

Clause: PLFBUS010112-ZD