

MARSH

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To: **Graham Smerdon**

From: Alison Stennett
Aviation 4C1

Date: 05 January 2011

Fax: 01603 207547

Phone: 01603 207229

Company: Miles Smith Plc
Birchin Court
20 Birchin Lane

Total Pages: 03 with cover

Email:

Authorised: 

Subject: **Third Party Airside Liability**

Dear Graham,

Further to your email dated 05 January 2011, we have pleasure in providing evidence of cover for Third Party Airside Liability insurance coverage. The evidence of cover is provided on page 2 attached hereto (full terms per Lloyds Certificate of Insurance AR369711 to follow) **however, terms are subject to no known or reported losses as at the date of inception and/or up to the date of your instructions to proceed. If however, you become aware of any incident which may give rise to a claim hereunder, then please inform us immediately.**

Unless we hear from you to the contrary by return, we will issue our documentation on the basis that the Insured does not have any US Terrorism exposure in the UK and that the Insured does not wish to purchase the US Terrorism coverage or the AVN52F coverage offered within our quotation dated 20 December 2010.

The evidence of cover is presented in the following format:-

PAGES 2	EVIDENCE OF COVER
PAGES 3	EXCLUSIONS / EXTENSIONS / CONDITIONS

We ask that you read the above terms and advise us immediately if they do not meet with the Insured's insurance requirements.

Regards,



Alison

e-mail: alison.m.stennett@marsh.com

This coverage has been obtained under a binding authority agreement written 100% with various Lloyds Underwriters at Lloyds (the Lead Syndicate being ACE Global Markets), Lloyds Building, 1 Lime Street, London, EC3M 7HA, United Kingdom. This binding authority allows Marsh Ltd to provide coverage within set parameters and to issue relevant documentation. The binding authority shall be governed by the laws of England and whose courts shall have jurisdiction in any dispute.

EVIDENCE OF COVER

ASSURED: ENVIROCLEAR SITE SERVICES LTD
BUSINESS: Waste management / vacuum removal
AIRPORT: BAe Broughton
PERIOD: 05 January 2011 to 04 January 2012 both days inclusive
MAXIMUM NO. VEHICLES A.O.T: 3 including 2 H.G.V.'s
– Please note that this is a warranty under the policy.
LIMIT OF INDEMNITY: GBP 25,000,000 MVPD/MVBI/GPL
Excess GBP 1,000,000 MVPD/MVBI and GBP Nil GPL
Gross Premium: GBP 1,189.00 plus **GBP 71.34 IPT**

MVPD = Motor vehicle property damage GPL = General Public Liability
MVBI = Motor vehicle bodily injury GBP = Great British Pounds
A.O.T. = Any one time

Please forward payment for the above upon receipt of our invoice, the net amount payable is detailed as follows:

Gross Premium	GBP 1,189.00	
Less 8% commission	GBP 1,093.88	
Plus 6% IPT of GBP 71.34	GBP 1,165.22	NET PREMIUM

This coverage:-

in the event of cancellation, any return in premium will be calculated in accordance with the Aviation Cancellation Scale, subject to a minimum premium of GBP 400.00 plus Insurance Premium Tax;

excludes Products Liability - please note that Insurers will only respond to a third party general public liability claim, arising out of the Insured's work as outlined under the 'Business' heading above whilst the Insured is working in the confines of the Airport, subject to the Insured being found liable. Once the Insured has left the site, this GPL policy will not respond;

excludes any claims directly or indirectly occasioned by happening through or in consequence of pollution and contamination of any kind whatsoever;

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is based on the information provided to us in your completed proposal form, details of which are shown above;

is based on the following:-

- i) that the GBP 1,000,000 underlying Limit of Indemnity provided by the motor Insurers as an airside extension in cover is a combined single limit covering both property damage and bodily injury arising out of any one occurrence;
- ii) that vehicles are no closer than 100 feet from aircraft or aircraft movement areas **unless** using designated airside routes;

If any of the above are incorrect, please notify us immediately.

Exclusions

(the following is a small selection of the exclusions applicable under the scheme. This is not a comprehensive list but full details of the policy terms, conditions and exclusions are available upon request)

- AVN72 - Contracts (Rights of Third Parties) Act 1999 Exclusion;
- AVN2000A - Date Recognition Exclusion;
- AVN48B (amended) – War, Hi - Jacking and Other Perils Exclusion Clause (Aviation);
- 2488AGM00003 – Asbestos Exclusion Clause

Extensions

(the following extensions are available under the scheme. Some attract additional premiums others are only available in certain circumstances. This is not a comprehensive list but full details are available upon request)

- AVN60A (amended) – Personal Injury Extension;
- AVN2002A - Date Recognition Limited Coverage Clause;
- Defence Costs Extension for Corporate Manslaughter and similar legislation (amended)

Conditions

Condition 9. of the Insurance wording is deleted and replaced with the following clause (this is not a comprehensive list but full details are available upon request)

- AVN100 26.07.08 - Fraudulent Claims

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