

## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

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<b>Policy Number:</b>	P/OED/10039
<b>Name of Policyholder:</b>	Enviroclear Site Services Ltd
<b>Date of commencement of insurance policy:</b>	16 March 2020
<b>Date of expiry of insurance policy:</b>	15 March 2021

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We hereby certify that subject to paragraph 2 :

- 1) the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies(b); and
  - 2) the minimum amount of cover provided by this policy is no less than £5,000,000 (c)
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Signed on behalf of Insurers as set out below subscribing to the above policy (Authorised Insurers),



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

*The proportion of liability under this contract underwritten by an 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 in this contract.*

*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.*

Authorised Insurers 100.0% HCC International Insurance Company PLC

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the names subsidiaries.
  - (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
  - (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable specify the amount of cover provided by the relevant policy.
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Tokio Marine HCC – International Group is a trading name of HCC International Insurance Company plc, which is a member of the Tokio Marine HCC Group of Companies. HCC International Insurance Company plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the UK Financial Conduct Authority (FCA) and Prudential Regulation Authority. Registered in England and Wales No. 01575839 with registered office at 1 Aldgate, London, EC3N 1RE



**TOKIO MARINE**  
**HCC**



## Property Policy Schedule

Welcome to RSA.

You should read this Schedule in conjunction with your Policy Wording.

These details are a record of the information provided to RSA. It is also essential that you read all of the clauses applying to your Policy as these contain important information that may affect your Policy cover.

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**Policy Number:** RSAP9552587200

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### Your Details:

Policyholder: Enviroclear Site Services Limited

Policyholder's Address: Hafod Yard, Hafod Industrial Estate, Hafod, Ruabon, Wrexham, LL14 6HF

Business Description: Hauliers of Liquid Waste, both Hazardous and Non-Hazardous, Industrial Cleaning including High Pressure Water Jetting, Tank Cleaning and Service and Repair of Own Vehicles.

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### Your Intermediary's Details:

Intermediary Name: Oamps (UK) Ltd

Address: Kings Court, 41-51 Kingston Road, Leatherhead, KT22 7SL

Intermediary number: 7438030000

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### Your Policy Dates:

Period of Insurance: 22 March 2020

To: 21 March 2021

Renewal Date: 22 March 2021

### Your Premium Information:

Renewal Premium: £1,500.00

Insurance Premium Tax: £180.00

**Total Amount Due: £1,680.00**

Policy Number: RSAP9552587200  
Creation date: 27/01/2020 - 08:24:48

The Covers available for our Property Damage and Business Interruption Insurances are as follows:

- |  |                                  |
|--|----------------------------------|
| 1. Fire, Lightning, Aircraft and Explosion | 7. Sprinkler leakage             |
| 2. Earthquake                              | 8. Theft                         |
| 3. Riot and malicious persons              | 9. Subsidence                    |
| 4. Storm or flood                          | 10. Any other accident           |
| 5. Escape of water                         | 11. Glass                        |
| 6. Impact                                  | 12. Specified Items: 'All Risks' |

It is important to note that the actual Covers may vary for each Premises and the Covers excluded are specified on the following Premises pages of the Schedule.

For the full definition of the Policy coverage please refer to the Policy Wording.

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A full copy of your Policy Wording is available on request. Please contact your insurance intermediary at the address shown if you wish to request a copy.

In choosing this product and the level of cover you have not received any personal recommendations from RSA.

**If there are any additional Policy-level Clauses applicable, these are shown below**

## Property Damage Insurance

**The Premises:** Hafod Yard, Hafod Industrial Estate, Hafod, Wrexham, LL14 6HF

**Occupation:** Office and Vehicle Storage

### Property Insured

Item	Sum Insured
Buildings	£57,500 (£50,000)
General Contents	£ (£)
Own Computer Equipment	£19,550 (£17,000)
Stock	Not Insured
Rent	Not Insured
Total sum insured	£77,050

Covers not insured:

- 7. Sprinkler leakage
- 11. Glass

### Business Interruption Insurance

Item applicable at this Premises: Additional Cost of Working

Maximum Indemnity Period: 12 months

Covers not insured:

- 7.Sprinkler leakage

**The Premises:** Unit 1, Redwither Road, Wrexham, LL13 9RD

**Occupation:** Storage of Tools, Machinery, Workshop and Offices

**Property Insured**

Item	Sum Insured
Buildings	Not Insured
General Contents	£31,857 (£27,702)
Employees Tools	£92,000 (£80,000)
Stock	Not Insured
Rent	Not Insured
Total sum insured	£123,857

Covers not insured:

- 4. Storm or flood
- 7. Sprinkler leakage
- 10. Any other accident
- 11. Glass

**Business Interruption Insurance**

Item applicable at this Premises:	Additional Cost of Working
Maximum Indemnity Period:	12 months

Covers not insured:

- 4.Storm or flood
- 7.Sprinkler leakage
- 10.Any other accident

## Other items applicable to Property Damage Insurance

Item	Sum Insured
Debris removal	£100,000

## Specified Items: 'All Risks'

Property Insured

Item	Situation	Sum Insured	Policyholder's Contribution
Stock of Fuel & Fuel Tanks	Insured's Premises only	£1,600	£250

**If there are any additional Clauses applicable to Property Damage Insurance, these are shown below**

### Amendment to Extension 6 – Clearance of Drains

This clause applies to the Property Damage Insurance section of this Policy

The Limit of Liability is increased from £25,000 to £25,000

### Debris Removal Costs

This clause applies to the Property Damage Insurance section of this Policy

The insurance in respect of the cost of removing debris is deleted and replaced as follows

The insurance by this item in the Schedule is restricted to the costs and expenses necessarily incurred by the Policyholder with the consent of the Company in removing debris dismantling demolishing shoring up and propping portions of the property following Damage to the Buildings General Contents or Stock items of this insurance but excluding any costs or expenses

- 1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
- 2) arising from pollution or contamination of property not insured by this Policy

### Flood Cover - Exclusion

Cover 4 of the Property Damage Insurance section of this Policy is deleted and replaced as follows

Storm excluding

A) Damage caused by

- 1) the escape of water from the normal confines of any natural or artificial water course (other than water tanks apparatus or pipes) or lake reservoir canal or dam
- 2) inundation from the sea whether resulting from storm or otherwise
- 3) or attributable solely to change in the water table level

5) frost subsidence ground heave or landslip

B) Damage to fences gates and moveable property in the open

This clause applies to the following Premises

Unit 1, Redwither Road, Wrexham, LL13 9RD

### **Accidental Damage/Any other Accident**

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It is hereby noted that this cover is reinstated on this policy and is insured

### **Application of Policyholder's Contribution to Property Insured on a Specified Items: "All Risks" Basis**

If following any one loss for Damage to multiple items of Property Insured on a Specified items: "All Risks" basis the maximum Policyholder's Contribution deducted shall be the highest Policyholder's Contribution applicable to any single specified item which has suffered Damage

### **Minimum Standard of Security - Condition Precedent**

This clause applies to the Property Damage Insurance, Business Interruption Insurance and Money Insurance sections of this Policy if insured

It is a condition precedent to any liability of the Company in respect of Damage by Theft under:

- 1) Property Damage Cover 8 A)i) - entry to or exit from that part of the Building occupied by the Policyholder for the purpose of the Business by forcible and violent means,
- 2) Money Item 1 B) - Money in the Policyholders Premises out of Working Hours,

that the Policyholder shall have implemented the following security measures with effect from :

- A) The Final Exit Door of the premises be secured by one of the following:
  - 1) A five lever mortice deadlock conforming to BS 3621 or to BS EN 12209 minimum Grade 4 standard,
  - 2) A cylinder operated mortice deadlock conforming to BS EN 1303 minimum Grade 4 standard,
  - 3) A multi-point locking system conforming to PAS 3621 standard
- B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Policyholder for the purpose of the Business be fitted with either
  - 1) a mortice deadlock with matching boxed striking plate as specified in A) aboveor
  - 2) two key - operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- C) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes be fitted with key-operated window locks

This requirement does not apply to window/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Policy Number: RSAP9552587200  
Creation date: 27/01/2020 - 08:24:48



Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

- D) Each item of Contents with an individual replacement value of £ or greater must be secured in locked cupboards, cabinets or security containers and the keys to which removed from the Premises whenever the Premises are left unattended.

## Business Interruption Insurance

Item	Sum Insured
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The total sum insured for Business Interruption Insurance is deemed to be the total of the Sums Insured stated above.

**If there are any additional Clauses applicable to Business Interruption Insurance, these are shown below**

### Additional Cost of Working

This clause applies to the Business Interruption Insurance section of this Policy

(A) The Insurance Provided shall now read as follows:

The insurance under this item is limited to Additional Cost of Working and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period in consequence of the Damage

(B) The Extensions and Special Provisions to this insurance are not operative

### Additional Cost of Working

This clause applies to the Business Interruption Insurance section of this policy

The sum insured in respect of Additional Cost of Working is £25000 and the Maximum Indemnity Period is 12 Months

## Property Damage and Business Interruption Insurance

### Policyholder's Contribution

Cover (if insured)	Policyholder's Contribution
9. Subsidence	£1,000
All other Covers	£500
<b>Money Insurance</b>	<b>Not Insured</b>
<b>Terrorism Insurance</b>	<b>Not Insured</b>

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**CONTRACTORS PLANT POLICY**

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**SCHEDULE**

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<b>Policy Number</b> FK842768	<b>Date Issued</b> 10/03/2020	<b>Branch</b> Croydon	<b>Our Ref</b> Zurich Engineering
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**The Insured**  
Enviroclear Site Services Limited

**The Agent**  
Oamps (UK) Ltd Chemical Ins Scheme

**The Insured's Postal Address**  
Hafod Yard  
Hafod Road  
Ruabon ,Wrexham  
LL14 6HF

**Period of Insurance:** From 12.00 hrs 16-Mar-20 to 12.00 hrs 16-Mar-21  
and for such subsequent Periods of Insurance for which the Insured agrees to pay the appropriate premium and the Company agrees to accept such premium.

**Renewal Date:** 16-Mar-21

**Current Annual Premium:** £8,064.00 including insurance premium tax at 12.0%

**Minimum Retained Premium:** £6,048.00 including insurance premium tax at 12.0%

<b>RENEWAL PREMIUM :</b>	<b>£7,200.00</b>
<b>Insurance Premium Tax at 12.0%</b>	<b>£864.00</b>
<b>Total Amount Due</b>	<b>£8,064.00</b>

Policy Form Ref. ZCYB423LC

CONTINUED OVERLEAF

**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093



**CONTRACTORS PLANT POLICY**
**SCHEDULE**
**Policy Number**  
 FK842768

**Date Issued**  
 10/03/2020

**Continuation**  
 Page 1

Insured Property	Section	Sum Insured
Owned Plant	1	£88,000 any one occurrence
Employers Tools	1	£10,000 - £5000 per employee
Hired-In Plant	2a)	£100,000 any one occurrence
	b)	£15,000 any one occurrence
	Indemnity Period	3 months

**Excess**

In the case of Theft and/or Malicious damage the first £2,500

In the case of all other loss or damage the first £2,500

In the case of Tools, the first £1000

**Additional Clauses Applicable**

Application of Housekeeping wording: Housekeeping – Condition Precedent

You must ensure that the Property Insured is:

- a) not used to handle or process material in the vicinity of a fire
- b) cleaned of all debris and oil and fuel accumulations in the engine compartment at the end of each shift
- c) in respect of the plant insured under this policy they are left at least 15 metres away from any other item or pile of rubbish at the end of the working day
- d) observed by the operator for at least 30 minutes after use until cool
- e) steam cleaned or cleaned by high pressure water hose in the engine compartment, brake, fuel and oil tank compartments at least once per month
- f) not left unattended on top of rubbish piles

Application of new HIP Definition: Hired-in-Plant

Mobile contractors' plant hired-in by the Insured but not on hire purchase or free loan to the Insured comprising all types of mobile contractors' plant but excluding installed or non-self propelled waste processing equipment within buildings and any other non-self propelled equipment and self propelled crushers or screens specifically designed for the processing of waste unless agreed by the Company and detailed in the schedule

HIP Definition: Hired-in-Plant

Mobile contractors' plant hired-in by the Insured but not on hire purchase or free loan to the Insured comprising all types of mobile contractors' plant but excluding installed or non-self propelled waste processing equipment within buildings and any other non-self propelled equipment and self propelled crushers or screens specifically designed for the

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**CONTRACTORS PLANT POLICY**

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**SCHEDULE**

Policy Number  
FK842768

Date Issued  
10/03/2020

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processing of waste unless agreed by the Company and detailed in the schedule

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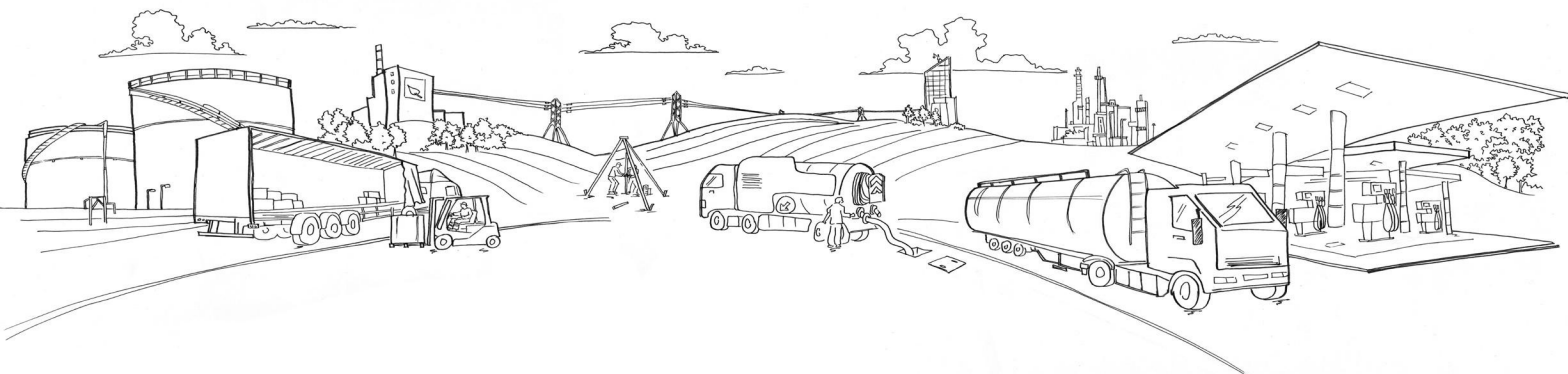


# POLICY SCHEDULE

# DIRECTORS AND OFFICERS

INSURED NAME - Enviroclear Site Services Ltd

BROKER NAME - OAMPS Hazardous Industries



## POLICY SCHEDULE

The details of the insurances in this Policy Schedule are intended as a concise overview for a quick and simple reference only. It contains only the main limits, sums insured, endorsements and excesses but others may apply and will be detailed in the Policy Document. Reference should be made to Your Statement of Fact and Policy Document for the full extent of the insurance cover provided and full policy terms and conditions.

Please take care to review all documentation to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements. You should pay particular attention to any Terms, Conditions, Limits and Exclusions including Endorsements which may require You to take action.

It is understood and agreed that the Underwriters liability shall not exceed the limits of liability expressed in the Policy Schedule or such other limits of liability as may be substituted by memorandum hereon or attached hereto signed by or on behalf of Underwriters.

### Fair Presentation of Risk

You are required to make a fair presentation of the risk to Insurers. If You breach your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to You. If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid.
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You breach any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

### Identity of Insurers

The coverage under this Policy unless otherwise stated in the Policy Wording is Provided by the following;

#### QBE Europe SA/NV

A Belgian incorporated insurance company, VAT BE 0690.537.456; Home State – Belgium. Authorised by the National Bank of Belgium (de Berlaimontlaan 14 Boulevard de Berlaimont, 1000 Brussels, Belgium) under licence number 3093.

The registered address is: Regentlaan 37 Boulevard du Régent, 1000 Brussels, Belgium. Tel: +32 2 504 82 11. Fax: +32 2 504 82 00.



## POLICY SCHEDULE

The Schedule shows your cover details and any applied Endorsements and should be read in conjunction with:

Statement of Fact (Ref: PENHH/D&O/01102016/SoF)

Policy Wording (Ref: PENHH/D&O/25052018)

<b>Insured:</b>	Enviroclear Site Services Ltd
<b>Correspondence Address:</b>	Hafod Yard 1 & 2 Hafod Industrial Estate Hafod Road
<b>Town:</b>	Johnstown
<b>Postcode:</b>	LL14 6HF
<b>County:</b>	Wrexham
<b>Country:</b>	United Kingdom
<b>Policy Number:</b>	P/DOB/10051
<b>Period of Insurance:</b> <i>(both dates inclusive Local Standard Time)</i>	<b>From:</b> 16 March 2020 <b>To:</b> 15 March 2021
<b>Business Description:</b> <i>(and no other for the purpose of this Policy)</i>	Waste Management, Waste Haulage, Industrial Cleaning, Pressure Jetting, Internal and External Tank Cleaning, Drain Jetting and Repairs, Operation of Licensed Waste Transfer Station, Repairs and Servicing of Own Vehicles and Property Owners
<b>Reason for Issue:</b>	Renewal

## Section

Directors and Officers

## Optional Extensions

Civil Fines and Penalties

Entity Insurance

## Section Insured

Insured

## Optional Extensions Insured

Insured

Insured

Premium	£903.15
Insurance Premium Tax	£108.38
<b>TOTAL</b>	<b>£1,011.53</b>

## DIRECTORS AND OFFICERS

Limit of indemnity:	£1,000,000 in the aggregate including defence costs and expenses
Sub-limit of indemnity for pollution defence costs:	£1,000,000 in the aggregate, being part of and not in addition to the limit of indemnity
Additional limit for non-executive directors under clause 4.2:	N/A
Retention: Worldwide other than claims falling under the jurisdiction of the United States of America and/or Canada:	N/A
Retention: In respect of claims falling under the jurisdiction of the United States of America and/or Canada:	N/A
<b>Extended Reporting Period:</b>	
Non-renewal (clause 4.1.1)	Length of time: 1 year
Retired director or officer (clause 4.1.2)	Length of time: 6 years
Non-renewal (clause 4.1.1)	Additional premium: 100%
Retired director or officer (clause 4.1.2)	Additional premium: 0%
<b>Companies acquired / created during period of insurance:</b>	
Automatic acquisition size (clause 8.20.2)	£250,000
Rated on total turnover of:	£10,000,000
Continuous Cover Date:	16 March 2013

## POLICY ENDORSEMENTS

Policy Endorsements	
DO-07	Civil Fines and Penalties Extension
DO-08	Entity Extension
EDOLMSR010107	Exclusion – Major shareholder exclusion restricted
EDOLXNA010107	Exclusion – USA/Canada

**DO-07 - Civil Fines and Penalties Extension**

It is hereby understood and agreed that the following is added to the Policy

## Section 8.1.4

Claim means:

Any civil fine or penalty imposed in the United Kingdom upon an insured person by any United Kingdom regulator, disciplinary body, criminal authority, government body, government agency, official trade body or any other body that is empowered by United Kingdom statute to investigate the affairs of an Insured, as a direct result of such persons acting in their capacity as an insured person unless that civil fine or penalty is deemed uninsurable under United Kingdom law, up to a sub limit of £100,000. All other terms, Conditions, limitations, Exclusions and Endorsements remain unchanged

**DO-08 - Entity Extension**

It is hereby understood and agreed that the following is added to the Policy

## Section 2.4 Entity Insurance

pay the Loss of the Company resulting from

- i) any Employment Practice Claim first made against the Company up to a Limit of GBP 250,000 (such limit to be part of and not in addition to the total Limit of Liability,
- or
- ii) any other Claim made against the Company during the Period of Insurance.

## Section 5.11

with respect to insuring clause 2.4 ii) only.

(i ) for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights.

(ii) for any actual alleged violation of any law, whether statutory, regulatory or common law, with respect to any of the following activities: anti-trust, business competition, unfair trade practices or tortious interference in another's business or contractual relationships.

(iii) for rendering or failure to render any service to a customer or client of the Company

(iv) seeking fines or penalties or non-monetary relief against the Company, provided, this extension shall not apply to Claims by any regulatory authority in the United Kingdom relating to or under health and safety legislation.

All other terms, Conditions, limitations, Exclusions and Endorsements remain unchanged.

**EDOLMSR010107 - Exclusion – Major shareholder exclusion restricted**

Clause 5; Exclusions and limitations

The following exclusion is incorporated in and forms part of clause 5 to this policy.

## Major shareholder exclusion

This policy excludes and does not cover any claim brought by or on behalf of any shareholder who owns directly or beneficially more than fifteen percent (15%) of the issued share capital of the company except that this exclusion shall only apply to claims where such shareholder or shareholder's representative directly or indirectly has participated in or ratified the alleged wrongful act being the subject to the claim.

**EDOLXNA010107 - Exclusion – USA/Canada**

Clause 5; Exclusions and limitations

The following exclusion is incorporated in and forms part of clause 5 to this policy:

Excluding United States of America and Canadian jurisdiction

The insurer will not have any liability under this policy in respect of any claim in the form of any kind of legal (including arbitration) or regulatory proceedings brought in the United States of America or Canada or outside of the United States of America or Canada to seek enforcement or upholding of a judgment, award or order made in the United States of America or Canada.

But, this policy shall apply to claims wherever made outside the United States of America or Canada, based upon acts occurring anywhere in the world.

## HOW TO MAKE A CLAIM

### How To Make a Claim

You can notify Your claim in any of the following ways paying particular attention to the important claims conditions within the Policy Conditions Section and the other Sections of the Policy:

Pen Underwriting  
Kings Court  
41-51 Kingston Road  
Leatherhead  
KT22 7SL

Tel – 01372 869700  
Business Hours – 9.00am – 5.00pm (Monday – Friday)

### Fraudulent Claims

If You make a fraudulent claim under this Policy the Insurers shall not be liable to pay You any sums in respect of the fraudulent claim. The Insurers may recover from You any sums that the Insurers have already paid to You in respect of the fraudulent claim. The Insurers may by notice to You treat this Policy as terminated with effect from the date of Your fraudulent act.

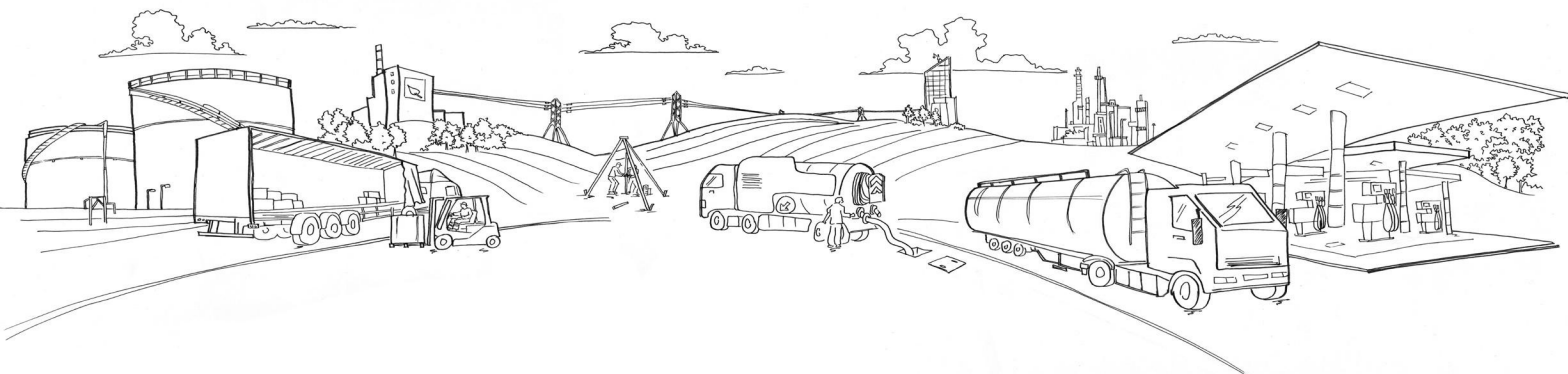


# POLICY SCHEDULE

## ENVIRO-DRAIN

INSURED NAME - Enviroclear Site Services Ltd

BROKER NAME - OAMPS Hazardous Industries



## POLICY SCHEDULE

The details of the insurances in this Policy Schedule are intended as a concise overview for a quick and simple reference only. It contains only the main limits, sums insured, endorsements and excesses but others may apply and will be detailed in the Policy Document. Reference should be made to Your Statement of Fact and Policy Document for the full extent of the insurance cover provided and full policy terms and conditions.

Please take care to review all documentation to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements. You should pay particular attention to any Terms, Conditions, Limits and Exclusions including Endorsements which may require You to take action.

It is understood and agreed that the Underwriters liability shall not exceed the limits of liability expressed in the Policy Schedule or such other limits of liability as may be substituted by memorandum hereon or attached hereto signed by or on behalf of Underwriters.

### Several Liability Notice

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

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyds syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown below.

### Fair Representation of Risk

You must make a fair presentation of the risk to Underwriters at inception, renewal and variation of your Policy. You must therefore tell Underwriters about all facts and circumstances which may be material to the risks covered by your Policy in a clear and accessible manner or give Underwriters sufficient information to alert Underwriters of the need to make enquiries about such facts or circumstances.

Material facts are those which are likely to influence Underwriters in the acceptance of or assessment of the terms or pricing of your Policy. If you are in any doubt as to whether a fact is material, you should tell Underwriters about it.

If you fail to make a fair presentation of the risk, Underwriters may avoid your Policy (that is treat it as if it had not existed) and refuse to pay any claims where any failure to make a fair presentation is:

- a) deliberate or reckless; or
- b) of such other nature that, if you had told Underwriters about a material fact or circumstance, Underwriters would not have issued, renewed or varied your Policy.

In all other cases, if you fail to make a fair presentation of the risk, Underwriters will not avoid your Policy but may instead:

- a) reduce proportionately the amount payable on any claim by reference to the ratio which the premium actually charged bears to the premium which would have been charged had you told Underwriters about a material fact or circumstance (eg. if Underwriters would have charged you double the premium, they will only pay half the amount of any claims under your Policy); and/or
- b) treat your Policy as if it had included such additional terms as they would have imposed had you told them about a material fact or circumstance. Payment of any claim you make will be subject to the application of any such additional terms.

For these reasons it is important that you check all of the facts, statements and information set out in this form are complete and accurate. You must check with anyone you employ in your business that the facts and statements set out in this form are complete and accurate.

**IF ANY OF THE FACTS, STATEMENTS AND INFORMATION SET OUT IN THIS FORM ARE INCOMPLETE OR INACCURATE, YOU MUST CONTACT US IMMEDIATELY. FAILURE TO DO SO COULD INVALIDATE YOUR POLICY OR LEAD TO A CLAIM NOT BEING PAID.**

## POLICY SCHEDULE

If You do not comply with any part of any condition which makes payment of any claim conditional upon such compliance Underwriters will not pay the claim except where:

1. compliance would tend to reduce the risk of loss of a particular kind or at a particular time or location and
2. the Assured has demonstrated that the non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

### Identity of Insurers

The coverage under this Policy unless otherwise stated in the Policy Wording is Provided by the following;

#### **HCC International Insurance Company PLC (the "Underwriters")**

FCA Firm Reference Number - 202655

Company Registration Number - 01575839

Registered Office Address - 1 Aldgate, London EC3N 1RE

Your insurer is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You can check the regulatory status of each firm on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768



## POLICY SCHEDULE

This Schedule shows your cover details and any applied Endorsements and should be read in conjunction with:

Statement of Fact (Ref: PENHH/ENVDR/01102016/SoF)

Policy Wording (Ref: PENHH/ENVDR/25052018)

<b>Policyholder:</b>	Enviroclear Site Services Ltd		
<b>Correspondence Address:</b>	Hafod Yard		
	Hafod Industrial Yard		
	Hafod Road		
<b>City:</b>	Ruabon		
<b>County:</b>	Wrexham		
<b>Country:</b>	United Kingdom		
<b>Postcode:</b>	LL14 6HF		
<b>Policy Number:</b>	P/OED/10039		
<b>Period of Insurance:</b>	<b>From:</b>	16 March 2020	
(both dates inclusive Local Standard Time)			
	<b>To:</b>	15 March 2021	
<b>Business Description:</b>	Waste Management, Waste Haulage, Industrial Cleaning, Pressure Jetting, Internal and External Tank Cleaning, Drain Jetting and Repairs, Operation of Licensed Waste Transfer Station, The Removal of Waste and Waste Fuel, Repairs and Servicing of Own Vehicles and Property Owners		
(and no other for the purpose of this Policy)			
<b>Reason for Issue:</b>	Renewal		

## Sections

1. Employers Liability
2. Public / Products Liability
3. Pollution Liability

## Section Insured

Insured  
Insured  
Insured

Premium	£53,574.90
Insurance Premium Tax	£6,428.99
<b>TOTAL</b>	<b>£60,003.89</b>

## LIABILITIES COVER AND LIMITS

Sections	Limit of Indemnity
Employers Liability	£10,000,000 but £5,000,000 in respect of Bodily Injury arising from Terrorism or occurring Offshore (if applicable) or arising out of exposure to asbestos
Public / Products Liability	£10,000,000 any one occurrence but in the aggregate in the Period of Insurance in respect of Products
Pollution Liability	£10,000,000 in all in the Period of Insurance
Where "Not Insured" is inserted above the subsection is inoperative and Underwriters will not be under any liability therefore	

Excess	
Employers Liability	NIL
Public / Products Liability	£1,000 each and every occurrence in respect of loss of or damage to tangible property and/or bodily injury costs inclusive
Pollution Liability	as per Section 2

## POLICY ENDORSEMENTS

Policy Endorsements	
END0192-2008	LANDFILL AND WASTE DISPOSAL EXCLUSION
END0260?2008	SURVEY SUBJECTIVITY
PEN0011OED	Work on Vehicles

**END0192-2008 - LANDFILL AND WASTE DISPOSAL EXCLUSION**

This Policy not provide indemnity in respect of liability arising out of

1. the ownership or operation of any landfill site
2. the disposal of waste unless all waste is disposed of at a licensed site and in accordance with the terms of such licence

Subject otherwise to the Policy terms Conditions Limitations and Exclusions

**END0260?2008 - SURVEY SUBJECTIVITY**

The cover provided by this Policy is subject to a satisfactory survey.

The Assured shall cooperate with Underwriters in the arrangement and completion of the survey and in the event that the Assured's failure to cooperate results in Underwriters being unable to complete the survey within 90 days of inception of the Policy (or otherwise agreed in writing by Underwriters) Underwriters may cancel this Policy by giving seven days written notice to the Assured's last known address

If at the sole discretion of Underwriters the survey is satisfactory Underwriters shall continue to provide cover with no amendment to the terms and conditions contained herein

If at the sole discretion of Underwriters the survey is not satisfactory Underwriters shall either cancel this Policy by giving seven days written notice to the Assured's last known address

or

issue Risk Improvements that must be completed to the satisfaction of Underwriters within the timescales specified therein. If the Assured fails to implement to Underwriters' satisfaction the Risk Improvements within the specified timescales Underwriters may cancel this Policy by sending seven days written notice to the Assured's last known address otherwise Underwriters shall continue to provide cover with no amendment to the terms and conditions contained herein

In the event that Underwriters exercise their rights under this Endorsement to cancel the Policy the Assured shall become entitled to a refund of a proportionate part of the premium provided that no claims or incidents have been reported and the Assured provides written confirmation that they are not aware of any other incidents that could give rise to a claim that have not already been notified to Underwriters

Subject otherwise to the Policy terms Conditions Limitations and Exclusions

**PEN0011OED - Work on Vehicles**

The Policy shall be amended as follows:

EXCLUSIONS TO ALL SECTIONS 1. h) is deleted

The following is added to EXCLUSIONS TO SECTION 2

This Section does not provide indemnity in respect of liability arising out of work on motor vehicles licensed for road use other than vehicles owned by the Assured

Subject otherwise to the Policy terms conditions limitations and exclusions

## HOW TO MAKE A CLAIM

### How To Make a Claim

You can notify Your claim in any of the following ways paying particular attention to the important claims conditions within the Policy Conditions Section and the other Sections of the Policy:

- For spillage and crossover claims, at any time of the day or night, please contact :

OHES – emergency Environmental Response team – Tel. **0800 757576**

- For all other claims, within business hours, please contact :

Pen Underwriting  
Kings Court  
41-51 Kingston Road  
Leatherhead  
KT22 7SL

Tel: **01372 869700**

Business Hours – 9.00am – 5.00pm (Monday – Friday)

### Fraudulent Claims

If you make any claim knowing the same to be fraudulent or false as regards the amount or otherwise (including the provision of false or fraudulent documents or statements) then Underwriters will:

- a) refuse to pay the whole of the claim and
- b) recover from you any sums that it has already paid in respect of the claim

Underwriters may also notify you that they will be treating all sections of this policy as having terminated with effect from the date of the earliest of any of the fraudulent act. In that event you will

- a) have no cover under the Policy from the date of termination and
- b) not be entitled to any refund of premium