

BDB (UK) LIMITED

COMBINED LIABILITY SCHEDULE OF INSURANCE

IMPORTANT

Under English law, if you are a business insured (i.e. an insured who has bought insurance wholly or mainly for purposes related to their trade, business or profession) the business has a duty to disclose to the insurer every material circumstance which it knows or ought to know after reasonable search. This is the case before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy. A circumstance is material if it would influence an insurer's judgment in determining whether to take the risk and, if so, on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed. Failure to disclose a material circumstance may entitle an insurer to impose different terms on your cover or proportionately reduce the amount of any claim payable. In some circumstances an insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

THIS CONTRACT OF INSURANCE is based upon the information and representations you provided in your application. Depending on the type of information and representations that you provided, the proposed contract of insurance includes certain conditions and/or warranties. Kindly review all the contract of insurance documentation, including any binder, declarations page, policy forms, and endorsements, to familiarize yourself with any conditions and/or warranties included in the contract of insurance. These conditions and/or warranties may require you to take specific actions, to refrain from taking specific actions, to fulfill certain requirements, and/or to verify specific facts. Please be advised that strict compliance with the conditions and/or warranties contained in the contract of insurance is required. If you do not strictly comply with the conditions and/or warranties contained within the contract of insurance, then the insurer, **Faraday Underwriting Limited**, may deny or limit coverage for any claim submitted by you under the contract of insurance. Please pay particular notice of all headings in 9. of this schedule.

Nonetheless, it is very important that you read the full policy carefully and, if you are unsure or unable to Comply with any provisions, please contact us immediately

Previous #: 18FEL340	Authority Ref / UMR: B0312G90000119	Certificate #: 19FEL340
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Wording: Faraday Combined Liability Insurance Wording 2019	Proposal Form Dated: 6 th February 2017
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1. Name and Address of the Assured:	FREEDOM RECYCLING LIMITED Freedom Farm Cowles Drove Hockwold Norfolk IP26 4JQ
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2a. ERN Code – EL Only (Employer Reference Number)	531/YA04253
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2b. Is this the Parent or Child Company? (i.e. Subsidiary or trading name)	Parent
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3. Business Description:	Recycling of Commercial and Demolition Construction and Industrial Waste. Compacting, Bailing, Sorting, Picking and Shredding.
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4. Effective:	From: 00:00 GMT on: 20 th January 2019	Both days inclusive
	To: 23:59 GMT on: 19 th January 2020	

5. Insurance is effective with:	Faraday Underwriting Limited	Percentage: 100%
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6. Limits of Indemnity:	
Section 1. Employers Liability	£ 10,000,000 any one claim or series of claims arising out of one occurrence inclusive of all costs and expenses in the aggregate
Section 2. Public Liability	£ 5,000,000 any one claim or series of claims arising out of one occurrence in the aggregate
Section 3. Products Liability	£ 5,000,000 any one occurrence and in the aggregate during the Period of Insurance
Section 4. Environmental Impairment Liability	NOT INSURED

7. Premium:

Minimum & Deposit: £ 7,700.00 (Including Insurance Premium Tax)
 Calculated as follows:-

Section 1
Minimum & Deposit: £ 4,525.00 Adjustable at Expiry. Please refer to Condition 12 (Page 10) @:

0.25% on Clerical / Non Manual Directors Wages	Estimated: £ 70,000
1.00% on Manual Directors and Supervisors Wages	Estimated: £ 90,000
1.45% on PAYE Drivers Wages	Estimated: £ 85,000
2.45% on PAYE Premises Wages	Estimated: £ 90,000

Sections 2 & 3
Minimum & Deposit: £ 2,350.00 Adjustable at Expiry. Please refer to Condition 12 (Page 10) @:

0.13% on Turnover	Estimated: £ 1,800,000
BFSC Payments	Estimated: £ 40,000

Section 4 (In Full): **NOT INSURED**

Insurance Premium Tax Calculated @ 12% on above = £ 825.00

Where the premium is calculated on the statements and estimates furnished by **You**, **You** shall keep an accurate record of all relevant particulars and shall allow **Us** to inspect such record at any reasonable time and shall within one month of the expiry of the **Policy Period** furnish **Us** such information as **We** require for such expired period and the premium for such period shall thereupon be adjusted by **Us** and the difference be paid by or allowed to **You** as the case may be subject to any agreed minimum premium.

8. Situate: As per Certificate

9. WARRANTIES/CONDITIONS PRECEDENT/EXCLUSIONS/EXTENSIONS/EXCESS/SUBJECTIVITIES:

9(A) WARRANTIES
Warranties are important provisions contained in your policy and must be exactly complied with at all times. Breach of a warranty may suspend your policy. (Re)insurers may have no liability to pay losses occurring or attributable to something happening during any such period of suspension. The period will continue until the breach has been remedied (if it is capable of remedy). A warranty may exist in the policy using other terminology and without reference to the word warranty.

It is very important that you read the full policy carefully and, if you are unsure or unable to comply with any provisions, please contact us immediately

We would like to draw your particular attention to the following warranties applicable:

Waste Disposal Warranty
You agree that all waste material of any description shall be disposed of at a licensed tip and in accordance with the terms of such licence

Restricted Access Warranty (Amended)
You agree that the following special precautions will be complied with on each occasion in relation to any **third party waste carriers** on any premises owned or operated by **You**

(a) All third party waste carriers to be signed in and out by **You** including date and time record keeping

(b) **You** shall not permit any third party waste carriers to break up or remove any metals (other than collection/delivery of skips) or other materials or vehicle including spare parts and accessories or use any equipment

9(B) CONDITIONS PRECEDENT

Please also take particular note of any conditions precedent that appear in the policy. If a condition precedent to the validity of this policy or to the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the Insurer's liability under this policy is not complied with, the insurer may not be liable for the loss in question. A condition precedent may exist in the policy using other terminology and without reference to the words 'conditions precedent'.

It is very important that you read the full policy carefully and, if you are unsure or unable to comply with any provisions, please contact us immediately

We would like to draw your particular attention to the following conditions precedent:

General Conditions Numbered 1, 2, 4 and 7 inclusive of the Faraday Combined Liability Insurance Wording 2019 are all conditions precedent to the liability of the UNDERWRITERS under this Policy"

Please refer Page 9 and 10 of Wording

In addition the following are Supplementary Conditions precedent to the validity of this policy;

Bona Fide Sub Contractors Condition

We will not cover **You** under this Policy in respect of any claim arising out of or in connection with work undertaken on **Your** behalf by bona fide independent contractors (not defined as an **Employee** under this Policy) unless at the time of engaging such contractors **You** obtain and retain a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

- (a) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees and
- (b) Public and Products Liability insurance suitable for the nature of the work undertaken on behalf of **You** and with a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause

Personal Protective Equipment Condition

It is a condition precedent to **Our** liability under this Policy that:-

1. all **Employees** are made aware of the dangers of not using personal protective equipment,
2. personal protective equipment is provided,
3. a register is maintained which demonstrates that **Employees** have received appropriate training and are fully conversant with the way in which to access and use such personal protective equipment..

Skip Conditions

It is a condition precedent to **Our** liability under this Policy that in connection with the use ownership or hiring out of skips the Assured shall at all times observe and comply with the requirements of the Road (Scotland) Act 1984 or the Highways Act 1971 as amended by the Highways Act 1980 or any Statutory Regulations or Local Bye-Laws and shall take reasonable steps to ensure that:-

1. each skip shall be marked with fluorescent markings which must be kept clean;
2. any skips or waste containers owned or hired out by the Assured 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 satisfy these requirements then this must be brought to their attention by the Assured;
3. no skip shall be left at or outside any customers premises or on any working site without delivery being accepted by or on behalf of the customer.

All skips must be hired out under conditions of hire and a copy of these conditions shall be given to the customer and the contents of the document drawn to the customers attention either prior to or at the time of delivery of the skip.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

Health And Safety Policy Condition

It is a condition precedent to **Our** liability under this Insurance that **You** have an up to date Health and Safety Policy in force and that it is communicated to all employees in a language they understand and further acknowledged by all employees in writing.

Premises Machinery Plant Conditions (Applicable to section 1 of the policy EL)

It is a Condition precedent to **Our** liability under this Insurance that

- a) All machinery used by **You** shall be guarded in accordance with current Government Regulations Health & Safety Legislation or industry recommendations
- b) **You** shall prepare and supply to each Person Employed before use of machinery a written procedure for operation which shall include the procedure for the clearance of blockages or obstructions and the Insured shall also take adequate and reasonable steps to ensure that operation of the Machinery shall be undertaken in accordance with such written procedures
- c) Any Person Employed by **You** who is inexperienced in the operation or use of machinery shall be fully supervised by a competent experienced person until such time as such Person Employed has attained a high degree of competency and is able to operate such machinery in accordance with the procedure referred to in b above

For the purposes of this endorsement "Machinery" shall mean any equipment with mechanical or electrical parts capable of causing serious injury or damage and shall specifically include (but not be limited to) fixed woodworking machines power presses bailing machinery bench saws crushing machinery conveyors and shredding machinery

9(C) EXCLUSIONS

As contained in the Faraday Combined Liability Insurance Wording 2019 plus the following supplementary exclusions;

Heat Away Exclusion

We shall not cover **You** under Section 2 of this Policy against liability arising from any work carried on away from **Your** premises involving the use application or intentional generation of any heat, naked flame or spark

Landfill Sites Exclusion

We shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from the ownership and/or operation of landfill sites

Retrieval Exclusion

We shall not cover **You** under Section 2 of this Policy against liability arising out of or in any way connected with the retrieval or breaking up of goods from **Your** premises by members of the public

Civic Amenity/Waste Transfer Sites Exclusion

We shall not cover **You** under Sections 1, 2 & 3 of this Policy against liability arising from the ownership and/or operation of civic amenity and/or waste transfer sites other than sites for **Your** own use only and which are secured against unauthorized access

Hazardous Materials Exclusion

We shall not cover **You** under Sections 1, 2 & 3 of this Policy against liability arising from the use handling storage or carriage of any material or substance recognised as toxic or otherwise hazardous as defined by The Hazardous Waste (England and Wales) Regulations 2005 and any subsequent Regulations that apply. Notwithstanding this exclusion **We** will indemnify **You** in respect of liability arising out of or in connection with the accidental discovery of Hazardous Waste subject to **You** immediately on discovery using appropriate Personal Protection Equipment to remove the substance to a place of safe storage prior to removal by a licensed handler.

Any unknown materials must be stored and handled in accordance with the general requirements of The Health and Safety at Work Act 1974 and any relevant or germane codes or regulations covering substances to which Employees or third parties may be exposed.

Hazardous Premises Exclusion (amended)

We shall not cover **You** under Sections 1 & 2 of this Policy against liability arising from or in connection with:

- (a) towers steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels
- (b) aircraft **airside at airports** ships docks harbours railways piers wharves breakwaters or sea walls
- (c) collieries mines chemical works gas works oil refineries or power stations.
- (d) bulk oil petrol gas or chemical storage tanks or chambers

9(D) EXTENSIONS

NONE

9(E) EXCESS

The amount specified for which the Insured will be responsible:

Excess: £ 1,000 Third Party Property Damage Excess Each and Every Claim Including Costs & Expenses.

9(F) RETROACTIVE DATE (IN RESEPECT OF SECTION 4 – ENVIRONMENTAL IMPAIRMENT LIABILITY

NONE

9(G) SUBJECTIVITIES

If the cover provided is granted by (re) insurers subject to certain requirements, failure to comply may result in cover not being in place. Please contact us immediately if you are unsure as to the meaning of a subjectivity or are unable to comply.

We would like to draw your particular attention to the following subjectivity

NONE

10. Several Liability Notice - LSW 1001 (Insurance)

The subscribing insurers' obligations under contracts of insurance to which they subscribe 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.

11. Complaints Procedure (as contained in the Faraday Combined Liability Insurance Wording 2019).

12. Information and Misrepresentation:

We have relied on the information you have provided us.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat your policy as if it never existed and decline all claims. We may not return premium already paid by you in this situation.

If we establish that you provided us with false, incomplete or misleading information it could adversely affect your policy and any claim. For example, We may:

- Where we would have accepted the risk and offered you a policy but we would have charged a higher premium, only pay a percentage of any claim that you make under the policy by considering the premium we actually charged as a percentage of the higher premium we would have charged and paying the same percentage of any claim. For example, if the premium we actually charged was £250 and the higher premium we would have charged was £1,000, then the premium we actually charged represents 25% of the higher premium we would have charged and we shall only pay 25% of any claim. You shall also pay us the additional premium required by us to provide the increase in insurance cover for the Policy Period stated in the Schedule.
- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid net of brokerage. We will only do this if the false, incomplete or misleading information means that we provided you with insurance cover when we would not otherwise have offered it at all had the risk been fairly presented;
- Amend the terms of your policy. We may apply these amended terms as if they were already in place before a claim is made; or
- Cancel your policy in accordance with the cancellation provisions.

If you become aware that information you have given us is inaccurate or incomplete, you must inform us without delay.

13. Your Insurance Brokers Details:

Victor Insurance
14 Kings Court
Newmarket
Suffolk
CB8 7SG
Telephone Number: 01638 782400

BDB (UK) Limited: G90000119 Hereon: (100%)

100.0000%	Syndicate 435	C	Faraday Underwriting Ltd.
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This Policy has been signed in London this day of 25th January 2019



By...

...(Authorised Signatory)

For and on behalf of the intermediary.

Employers' Liability Tracing Office – Notice to Policyholders

This Notice does not form part of your contract of insurance and is for information purposes only

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.