

Commercial Liability Insurance Schedule

Policyholder:	Envirotrat Technologies Ltd
Policy Number:	LI2YJS7TCQ01
Date of Issue:	26-Aug-2021

Schedule

This schedule together with your policy wording, any endorsements or certificates form the contract between us and should be read together as one document.

You should check the details on this schedule carefully. If any details are incorrect or incomplete or if the cover and limits shown do not meet your requirements please contact your insurance broker.

UMR / Agency / Contract Number

UMR / Agency / Contract Number	CNVXBNDR2021/001
Broker:	Lockton Companies LLP
Policy Number:	LI2YJS7TCQ01
Effective Date:	27-Aug-2021
Date of issue:	26-Aug-2021
Reason for Issue:	Renewal


Period of Insurance

From:	27-Aug-2021	To:	26-Aug-2022
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Applicable Covers

Cover A : Employers' Liability	Applicable
Cover B : Public Liability	Applicable
Cover C : Products Liability	Applicable
Cover D : Pollution Liability	Not Applicable

Authorised Signatory

	Dated: 26-Aug-2021
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Operative Cover A - Employers Liability	Operative
Limit of Liability	<p>GBP 10,000,000</p> <p>any one occurrence or series of occurrences arising out of one originating cause</p> <p>Subject to the following sub-limits which shall be part of and not in addition to the above limit:</p> <p>Asbestos sub-limit: GBP 5,000,000</p> <p>Offshore sub-limit: GBP 5,000,000</p> <p>Terrorism sub-limit: GBP 5,000,000</p> <p>Data Protection sub-limit: GBP 50,000</p> <p>All any one occurrence or series of occurrences arising out of one originating cause</p>
Excess:	Not Applicable
Defence Costs:	Inclusive of the Limit of Liability
Operative Cover B - Public Liability	Operative
Limit of Liability	<p>GBP £5,000,000</p> <p>any one occurrence or series of occurrences arising out of one originating cause</p>
Excess:	£1,000 each and every loss in respect of Third Party Property Damage and Bodily Injury
Defence Costs:	In addition to the Limit of Liability
Retroactive Date:	27-Aug-2020 in respect of the Data Protection Legislation Extension
Operative Cover C - Products Liability	Operative
Limit of Liability	<p>GBP £5,000,000</p> <p>any one occurrence or series of occurrences arising out of one originating cause and in the aggregate</p>
Excess:	£1,000 each and every loss in respect of Third Party Property Damage and Bodily Injury
Defence Costs:	In addition to the Limit of Liability
Operative Cover D - Pollution Liability	Not Operative

Applicable Subjectivities

Premium Payment Clause

The Policyholder undertakes that the premium will be paid in full to Us within 60 days of inception of this Policy. If the premium due under this Policy has not been so paid to Us by the 60th day from the inception of this Policy, We shall have the right to cancel this Policy by notifying the Policyholder via their broker in writing. In the event of cancellation, premium is due to Us on a pro rata basis for the period that We are on risk but the full policy premium shall be payable to Us in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy. It is agreed that We shall give not less than 10 days prior notice of cancellation to the Policyholder via their broker. If premium due is paid in full to Us before the notice period expires, notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate at the end of the notice period. All other terms and conditions of this Policy remain unaltered.

Endorsements

Covered Jurisdictions and Territorial Limits Clause

The Covered Jurisdictions and Territorial Limits under this Policy are as follows:

Operative Cover A – Employers' Liability - United Kingdom

Operative Cover B – Public Liability - United Kingdom

Operative Cover C – Products Liability - Worldwide (excluding USA / Canada)

Operative Cover D – Pollution Liability - United Kingdom

Personal Protective Equipment Condition Endorsement - CNVXCAS130

Definition

Personal protective equipment :-

Equipment which will protect the user against health or safety risks at work. It can include items such as safety helmets, gloves, eye protection, high-visibility clothing, safety footwear and safety harnesses. It also includes respiratory protective equipment.

The following is a condition of the insurance that the **Assured** need to meet as the **Assureds** part of the contract to which this **endorsement** attaches. If the **Assured** do not meet this condition and that either causes a claim or contributes to a claim, the **Underwriters** may reject that claim or payment in respect of that claim could be reduced.

It is a condition of this insurance that the **Assured** must ensure:

- i) all **employees** wear appropriate **personal protective equipment** when engaged in work where the need for that equipment has been identified.
- ii) all **personal protective equipment** is maintained regularly, kept in good condition and available to **employees** whenever it is required.

All other terms, conditions, exclusions and limitations remain unchanged.

Manual Work Exclusion (Sub-contractors) Endorsement - CNVXCAS111

The following applies to Section A – Employers' Liability and Section B – Public Liability.

Definition :-

Sub-contractor

Any company or firm or individual who enters into a contract with the **Assured**, in the course of the **Assureds business**, for the provision of services or the supply of goods or materials in conjunction with labour, but this does not include any firm or individual who enters into a contract of service with the **Assured** for supply of labour only.

The **Underwriters** will not **indemnify** the **Assured** in respect of any claim arising out of or in connection with any work undertaken by the **Assured** which is not of a clerical or supervisory nature, unless undertaken on the **Assureds** behalf by **sub-contractors**.

Conditions

The following are conditions of the insurance that the **Assured** need to meet as the **Assureds** part of the contract to which this **endorsement** attaches. If the **Assured** do not meet these conditions and that either causes a claim or contributes to a claim, the **Underwriters** may reject that claim or payment in respect of that claim could be reduced.

It is a condition of this insurance that:

1. the **Assured** do not waive the **Assureds** rights as principal to be indemnified by the applicable **sub-contractor**;
2. for all **sub-contractors** engaged by the **Assured**, the **Assured** must obtain and retain written confirmation that they have and will maintain insurance throughout the period of their engagement by the **Assured**, providing:
 - a) if applicable, an Employers' Liability indemnity limit of not less than **GBP 10,000,000** (or equivalent in any other currency) any one occurrence;
 - b) a Public Liability indemnity limit of not less than **GBP 5,000,000** (or equivalent in any other currency) any one occurrence plus costs and expenses;

and that both the above insurances, whether insured under one policy or more than one policy, provide an **indemnity** to the **Assured** as principal.

All other terms, conditions, exclusions and limitations remain unchanged.

Underground Cables, Pipes and Services Condition Endorsement - CNVXCAS193

The following are conditions of the insurance that the **Assured** need to meet as the **Assureds** part of the contract to which this **endorsement** attaches. If the **Assured** do not meet any of these conditions and that either causes a claim or contributes to a claim, the **Underwriters** may reject that claim or payment in respect of that claim could be reduced.

The following applies only Section B – Public Liability.

It is a condition of this insurance that before any excavation work is carried out the **Assured** have:

1. taken reasonable measures or arranged for reasonable measures to be taken (for example, contacting the appropriate authorities) to identify the location of cables, pipes and services which might be on site and to which damage might be caused;
2. retained a written record of the measures taken to locate cables, pipes and services; and
3. advised those who are carrying out the work on **your** behalf of the location of any cables, pipes and services identified.

The **Underwriters** will not be liable for the first **GBP 2,500** of each and every claim arising out of or in connection with excavation work.

All other terms, conditions, exclusions and limitations remain unchanged.

Depth Exclusion Endorsement (Variable) - CNVXCAS045

The following applies only to Section A – Employers' Liability and Section B – Public Liability.

The **Underwriters** will not **indemnify** the **Assured** against liability in respect of any claim caused by or arising out of excavations by the **Assured** or the **Assureds employees** at a depth which exceeds **5 metre(s)** below natural ground level.

All other terms, conditions, exclusions and limitations remain unchanged.

Waste Disposal Condition Endorsement - CNVXCAS200

The following is a condition of this insurance that the **Assured** need to meet as the **Assureds** part of the contract to which this **endorsement** attaches. If the **Assured** do not meet this condition and that either causes a claim or contributes to a claim, the **Underwriters** may reject that claim or payment in respect of that claim could be reduced.

It is a condition of this insurance that the **Assured** only dispose of waste products at licensed local authority sites or by using a licensed waste removal contractor.

All other terms, conditions, exclusions and limitations remain unchanged.

Specific Activity Exclusion - CNVXCAS170

The following applies to Section A – Employers' Liability, Section B – Public Liability and Section C – Products Liability.

The **Underwriters** will not be liable in respect of any claim caused by or arising out of the following activities:

- a) piling, ground stabilisation, underpinning or dewatering
- b) demolition or partial demolition of any building or structure
- c) water diversion, flood protection or sea defences

All other terms, conditions, exclusions and limitations remain unchanged.

Inefficacy (of specified activity) Exclusion - CNVXCAS086 (amended)

The **Underwriters** will not **indemnify** the **Assured** under Section C – Products Liability in respect of any claim arising from the failure of flood defence work undertaken by Bona Fide Sub-Contractors to fulfil the purpose for which it was designed or to perform its function as specified, warranted or guaranteed.

All other terms, conditions, exclusions and limitations remain unchanged.

Security Schedule

UMR / Agency / Contract Number	CNVXBNDR2021/001
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Insurers Proportion of Whole

Employers Liability	100.00%	Effected with:	Convex Insurance UK Limited
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Public, Products and Pollution Liability	100.00%	Effected with:	Convex Insurance UK Limited
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