

**Seales Road Haulage Limited & Seales Fleet  
Management Ltd & K B Haulage Ltd**

**Combined Liability  
Policy Number B1903174200086**

## WASTE, RECYCLING AND RE-USE LIABILITY INSURANCE SCHEDULE

<b>POLICY NUMBER</b>
B1903174200086

<b>INSURED</b>
Seales Road Haulage Limited & Seales Fleet Management Ltd & K B Haulage Ltd

<b>CORRESPONDENCE ADDRESS</b>
17 Juliet Way Aveley South Ockendon Essex RM15 4YD

<b>BUSINESS DESCRIPTION</b>
Grab hire services, semi bulk tipper hire, hazardous waste removal, demolition services, aggregates building materials sales. Topsoil Screener, concrete crusher hire, site clearance, recycling depot, delivery/Collection of materials at Airports including Airside and property owners.

<b>PERIOD OF INSURANCE</b>
From: 05 May 2020
To: 04 May 2021 Both Dates Inclusive Local Standard Time at the Insured's Address

<b>LIMITS OF INDEMNITY</b>			
Section	Insured	Limit of Indemnity	
A. Employers Liability	Yes	GBP 10,000,000	any one occurrence but GBP 5,000,000 in respect of Offshore
B. Public Liability	Yes	GBP 10,000,000	any one occurrence
C. Products Liability	Yes	GBP 10,000,000	any one occurrence and in all in the Period of Insurance
D. Pollution Liability	Yes	GBP 10,000,000	any one occurrence and in all in the Period of Insurance
E. Financial Loss	Yes	GBP 100,000	any one occurrence and in all in the Period of Insurance

<b>PREMIUM</b>			
Section	Minimum & Deposit Premium	Insurance Premium Tax	Total
A. Employers Liability	GBP 22,161.00	GBP 2,659.32	GBP 24,820.32
B. Public Liability	GBP 10,551.51	GBP 1,266.18	GBP 11,817.69
C. Products Liability	Included in Section B above	Included in Section B above	Included in Section B above
D. Pollution Liability	Included in Section B above	Included in Section B above	Included in Section B above
E. Financial Loss	Included in Section B above	Included in Section B above	Included in Section B above
<b>Total Amount Due (including 12% Insurance Premium Tax)</b>			<b>GBP 36,638.01</b>
<b>Note – Premium is adjustable on declaration of Wages and Turnover</b>			

<b>EXCESS</b>			
Section	Excess		
A. Employers Liability	Nil		
B. Public Liability	GBP 2,500	Third Party Property Damage / Bodily Injury	
C. Products Liability	GBP 2,500	Third Party Property Damage / Bodily Injury	
D. Pollution Liability	GBP 2,500	Third Party Property Damage / Bodily Injury	
E. Financial Loss	GBP 5,000	Each and every claim or series of claims	
<ol style="list-style-type: none"> <li><b>You</b> shall be responsible for the first amount of each and every claim or series of claims arising from one source or original cause as indicated above.</li> <li>The amount shown is inclusive of all costs, expenses and adjusters' fees incurred.</li> <li><b>We</b> may require the Excess to be paid at any time during the investigation, defence or settlement of any claim.</li> <li><b>You</b> shall comply with the Claims Procedure on page 5 of the policy wording as if no Excess applied</li> <li>The term "claim" means any notification forwarded to Miles Smith in compliance with the Claims Procedure Condition</li> </ol>			


<b>RETROACTIVE DATE</b>
05 May 2015

<b>APPLICABLE WORDING:</b>	Waste Recycling and Re-use Combined Liability Wording v1.0_0719
<b>ENDORSEMENTS:</b>	In addition to the terms, conditions and exclusions of the above policy wording the following endorsements apply:- Sanction Limitation and Exclusion Clause [LMA3100 as attached] Waste Disposal Warranty [MS05 as attached] Waste Site Exclusion [MS06 as attached] Aspen Long Term Agreement [132b as attached] Miles Smith Skip Conditions [MS01 as attached]

<b>INSURERS</b>	
The insurance provided by this contract is shared between the following companies and Lloyd's syndicates in the proportions stated below.	
<b>Insurer</b>	<b>Proportion</b>
Aspen Insurance UK Limited	100%

THIS IS TO CERTIFY that in accordance with the authority granted to us under Contract Number B190317420, the above Insurers are hereby bound to insure in accordance with the terms and conditions as attached hereto or as entered hereon.

**IN WITNESS WHEREOF this Policy has been signed in LONDON on 13 May 2020 by MILES SMITH LIMITED Authorised Signatory**



## ENDORSEMENTS

Attaching To and Forming Part Of Policy Number B1903174200086

In The Name Of Seales Road Haulage Limited & Seales Fleet Management Ltd & K B Haulage Ltd

### Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subject to all other terms of the insurance.

LMA3100  
15 September 2010

### Waste Disposal Warranty

It is warranted that all waste is disposed of at licensed landfill sites / waste tips.

All other terms and conditions remain unaltered

### Waste Site Exclusion

This Policy excludes the ownership or operation of landfill sites and waste tips, other than transfer stations owned by **You** or operated by **You** under licence.

All other terms and conditions remain unaltered

### Aspen Long Term Agreement [Aspen 132b]

In consideration of **You** having undertaken to offer the renewal of this insurance to **Us** via Miles Smith Limited on the same basic rates and conditions for a period of 2 (two) years from the **05 May 2019** and to pay the premium annually, provided that:-

- i) the premium shall be subject to revision on a reasonable and proper scale following advice of any alteration that materially affects the subject matter of this insurance.
- ii) the minimum and/or deposit premium may be amended following any alteration in any estimate(s) provided (but the maximum reduction in the minimum and deposit premium following any reduction in wages and/or turnover estimates for any subsequent period shall be 15%).

If **You** fail to adhere to **Your** obligations under this agreement, **We** shall secure damages from **You** in the sum of the total premium that **We** would have been entitled to receive had **You** adhered to such obligations.

Subject to all other terms of the insurance.

**Miles Smith Skip Conditions**

It is a condition precedent to liability under this Policy that in connection with the use, ownership or hiring out of skips, **You** shall at all times observe and comply with the requirements of the Road (Scotland) Act 1970 or the Highways Act 1971 as amended by the Highways Act 1980 or any Statutory Regulations or Local By-Laws and shall take reasonable steps to ensure that:

- (a) each skip shall be marked with fluorescent markings which shall be kept clean;
- (b) any skips or waste containers owned or hired out by **You** 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 provide the same this requirement must be brought to their attention;
- (c) no skip shall be left at or outside any customer's premises or on any working site without delivery being accepted by or on behalf of the customer.

All other terms and conditions remain unaltered

## ENDORSEMENTS

Attaching To and Forming Part Of Policy Number B1903174200086

In The Name Of Seales Road Haulage Limited & Seales Fleet Management Ltd & K B Haulage Ltd

### (Re)Insurers Liability Clause

#### **(Re)insurer's liability several not joint**

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

The proportion of liability under this contract underwritten by a (re)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 next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)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 next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)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). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

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.

LMA3333

21 June 2007