

QBE European Operations XEG - Advantage (Employers' Liability and General Liability) Schedule

POLICY DETAILS

Policy Number: Y117414QBE0123A **Policy Wording Reference:** PXEG010422

Period of Insurance: **From:** 1 April 2023 **To:** 31 March 2024
both days inclusive Greenwich Mean Time and for such further
period or periods as may be mutually agreed upon.

Issue Number: 000 **Date Issued:** 31 March 2023

Effective From: 1 April 2023

Reason for Issue: Renewal

Contract Parties

Insurer: QBE UK Limited (registered in England number 01761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842)

and

QBE Casualty Syndicate 386 (managed by QBE Underwriting Limited, registered in England number 01035198, a Lloyd's Managing Agent authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 204858)

Registered Address: 30 Fenchurch Street, London EC3M 3BD

Issuing Office: 2nd Floor, 21 Prince Street, Bristol, BS1 4PH
Tel: + 44 (0) 117 910 6800 Fax:

Insured: Summerleaze Ltd

Address: 7 Summerleaze Road, Maidenhead, Berkshire, SL6 8SP

Subsidiary Companies: Andigestion Ltd

Risk Details

Business: Sand & gravel extraction processing and supply, hauliers, developers, farmers, property owners, landfill gas specialists, generators of electricity, owners & operators of generation plant, designers & commissioners & servicers of plant & equipment, & waste treatment, & anaerobic digestion of animal & food wastes, collection of food wastes, importers and suppliers of wood pellets, wood chipping, drying and sales, producers and exporters of biomethane, drying of digestate and sales of dried digestate; Property and land owners. Property owner.

Law and jurisdiction: England and Wales

Territorial Limits: Worldwide

Claims Jurisdiction: Worldwide excluding USA and Canada (unless expressly 'INCLUDED')

Broker Contact Details

Broker Name: Arthur J Gallagher (Swindon)
Broker Address: Station Square, One Gloucester Street, Swindon, SN1 1GW
Tel: Fax:
Broker Account: ARTH0692

Claim Notification

By post QBE Liability Claims Leeds, One Coval Wells, Chelmsford, Essex, CM1 1WZ
By telephone 0113 290 6600
By email Email: ukadminnewclaims@uk.qbe.com

Data Privacy

Online <https://qbeeurope.com/privacy-policy>

Alternatively, **you** may contact **our** Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

Complaints

QBE UK Limited
By post Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD
By telephone +44 (0)20 7105 5988
By email CustomerRelations@uk.qbe.com

QBE's Lloyd's syndicates
By post Lloyd's Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN
By telephone +44 (0)20 7327 5693
By email complaints@lloyds.com

Financial Ombudsman Service
By post UK FOS, Exchange Tower, London E14 9SR
By telephone +44 (0)800 023 4567
Website <http://www.financialombudsman.org.uk/consumer/complaints.htm>

Insured Section Employers' Liability Employers' Liability Cover

INCLUDED

Limit of indemnity

Employers' Liability	any one occurrence including defence costs	GBP	10,000,000
			Sub-limit of indemnity (Included within the Limit of indemnity)
Non-Panel Firm Legal Costs	any one occurrence and in the aggregate	GBP	250,000

Employers' Liability Standard Extensions

INCLUDED

Sub-limit of indemnity (Included within the **Limit of indemnity** unless marked "in addition" below)

		Retroactive date (if applicable)		
Data Protection	any one occurrence and in the aggregate including defence costs		GBP	10,000,000
Manslaughter Defence Costs	any one occurrence and in the aggregate including defence costs and prosecution costs		GBP	5,000,000
Statutory Defence Costs	any one occurrence and in the aggregate		GBP	5,000,000
Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)	any one occurrence and in the aggregate	31/03/2022	GBP	1,000,000
War and Terrorism	any one occurrence and in the aggregate		GBP	5,000,000

Subject to any terms, conditions or exclusions within the **policy**, cover under extensions 'Medical Treatment' and 'Unsatisfied court judgement' is included under the **policy**. No **sub-limit of indemnity** applies to these extensions.

Employers' Liability Optional Extension

only covered if
'INCLUDED'

If an extension is shown as 'INCLUDED' and no **sub-limit of indemnity** is included below, the extension will be subject to the **sub-limit of indemnity** as shown in the **policy**.

Sub-limit of indemnity
(Included within the **Limit of indemnity** unless marked "in addition" below)

Offshore Activities

NOT INCLUDED

Operation of Section

Section premium subject to adjustment:	Yes
Adjustable basis	Minimum and Deposit on Adjustment
Subject to a minimum and deposit premium of	GBP 45,798.98

Insured section General Liability

General Liability Cover for Public, Product, and Pollution liability **INCLUDED**

Sub-sections			Limit of indemnity
Public Liability	any one occurrence including defence costs in the United States of America and Canada (as specified in the policy)	GBP	10,000,000
Product Liability	any one occurrence and in the aggregate including defence costs in the United States of America and Canada (as specified in the policy)	GBP	10,000,000
Pollution Liability	any one occurrence and in the aggregate including defence costs in the United States of America and Canada (as specified in the policy)	GBP	10,000,000
			Sub-limit of indemnity (Included within the Limit of indemnity unless marked "in addition" below)
Non-Panel Firm Legal Costs	any one occurrence and in the aggregate	GBP	250,000

General Liability Standard Extensions

INCLUDED

If no **sub-limit of indemnity** is included below, the extension will be subject to the **sub-limit of indemnity** as shown in the policy.

		Retroactive date (if applicable)	Sub-limit of indemnity (if applicable) (Included within the Limit of indemnity unless marked "in addition" below)
Advertising Liability	any one occurrence and in the aggregate including defence costs		GBP 1,000,000
Environmental Statutory Liability	any one occurrence and in the aggregate including defence costs		GBP 1,000,000
Limited Financial Loss	any one occurrence and in the aggregate including defence costs	31/03/2021	GBP 250,000
Manslaughter Defence Costs	any one occurrence and in the aggregate		GBP 5,000,000
Statutory Defence Costs	any one occurrence and in the aggregate		GBP 5,000,000

Subject to any terms, conditions or exclusions within the **policy**, cover under extensions 'Contingent Motor Liability', 'Defective Premises Act 1972', 'Motor Liability and 'Temporary business trip overseas' is included under the **policy**. No **sublimit of indemnity** applies to these extensions

General Liability Optional Extensions

only covered if
‘INCLUDED’

If an extension is shown as ‘INCLUDED’ and no **sub-limit of indemnity** is included below, the extension will be subject to the **sub-limit of indemnity** as shown in the **policy**.

	Retroactive date (if applicable)	Sub-limit of indemnity
Accidental Discovery of Asbestos	NOT INCLUDED	
Data Protection	NOT INCLUDED	
Mixing and Blending	NOT INCLUDED	
Additional ‘Claims Jurisdiction’ Cover - United States of America and Canada	NOT INCLUDED	
Product Recall Expenses	NOT INCLUDED	
Terrorism	NOT INCLUDED	
Unmanned Aerial Vehicles	NOT INCLUDED	
Vendors Liability	NOT INCLUDED	

Operation of Section

Section premium subject to adjustment	Yes
Adjustable basis	Minimum and Deposit on Adjustment
Subject to a minimum and deposit premium of	GBP 21,940.95

Extensions to the Employers' Liability and General Liability sections **INCLUDED**

Subject to any terms, conditions or exclusions within the **policy**, cover under extensions 'Acquired or newly created companies', 'Additional insured parties', 'Contractual liability', 'Cross liabilities' and 'Electric scooters and other powered transporters' is included under the **policy**. No **sub-limit of indemnity** applies to these extensions.

Policy excesses

General excesses

Employers' Liability	NOT APPLICABLE		
General Liability	APPLICABLE	GBP 2,500	any one occurrence excluding personal injury

Specific excesses (where applicable)

Advertising Liability	APPLICABLE		10% of your legal liability or GBP 5,000 (whichever is greater) any one occurrence
Accidental Discovery of Asbestos	NOT APPLICABLE		
Limited Financial Loss	APPLICABLE		10% of your legal liability or GBP 5,000 (whichever is greater) any one claim
United States of America and Canada extension	NOT APPLICABLE		
Mixing and Blending	NOT APPLICABLE		
Product Recall Expenses	NOT APPLICABLE		

Payment Details

GBP

Annual Policy Premium	67,739.93
IPT/Tax	8,128.79
Premium payable by this transaction	67,739.93
IPT/Tax	8,128.79
Total payable	75,868.72
Premium payment due by	90 days after inception

Endorsement Schedule

Policy Number: Y117414QBE0123A

Period of Insurance: **From:** 1 April 2023 **To:** 31 March 2024
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

This **schedule** sets out additional clauses that form part of the **policy**. These clauses amend the **insured** section and/or clause stated and are each otherwise subject to the terms and conditions of this **policy**.

ZZSCOI Condition: Coinsurance clause

General terms

The following clause is incorporated into the 'General Terms' of this **policy**.

Under this **policy** the definition of **insurer/we/our** is deemed to refer to the following insurance firms:

Insurer:	Proportion (per cent) of liability:
QBE UK Limited (Lead Insurer)	21.00%
QBE Casualty Syndicate 386 (A QBE Lloyd's Syndicate)	79.00%
	Total:100%

Each insurer is:

- a) only liable for the proportion it has underwritten as stated above;
- b) severally and not jointly liable for the proportion underwritten by any other insurer; and
- c) not responsible for any liability of the other insurer that may underwrite this **policy**.

Each member of QBE Casualty Syndicate 386 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).

Each member of QBE Casualty Syndicate 386 is:

- a) considered to be an insurer, as opposed to the syndicate itself;
- b) liable only for its own proportion;
- c) severally and not jointly liable for any other member's proportion; and
- d) not otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA.

The identity of each member of QBE Casualty Syndicate 386 and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Definitions

For the purposes of this endorsement, **Lead Insurer** means the insurer which is duly authorised by the other insurance firms to witness this **policy** on their behalf.

Clause: ZZSCOI 011019

ZZSOSS Condition: Outstanding Subjectivities

The following clause is added to the General Terms **section**:

1. **You** must provide **us** with the information or take the action specified below by the deadline date (see below) if indemnity is sought in relation to this information or action:

Information / Action	By Whom	Deadline date
1. Risk Improvement Update	Insured	30 days from renewal
2. **We** retain the right to not indemnify **you** or to impose such other terms for any liability if **you** fail to provide us with such information or take the necessary action which are material to the **business**.
3. In providing this information or taking this clause, **you** must make a fair presentation of the risk (as set out in the Insurance Act 2015).
4. Where the **policy** is cancelled under this term, the premium for the period between inception and the cancellation date will be calculated pro rata to the quoted original annual premium.
5. To the extent that this clause conflicts with any other cancellation, notice and premium provision in the **policy** this clause shall prevail.
6. Each item of information and each action are independent of the other and non-compliance with any one item will allow **us** to exclude liability and the right to cancel the **policy** as set out above.

Clause: ZZSOSS 010420

ZZAXEL Failure to supply electricity and or supply fluctuation

The following exclusion is incorporated in and forms part of the Exclusions to General liability section.

General liability **insured section** exclude and do not cover:

- a) the failure or inability to supply electricity;
- b) blackouts, brownouts, surges or reductions in the level of electricity supplied;
- c) the diminution of the value of any property alleged as a consequence of a) or b) above.

Clause: BESPOKE

ZZANCB No Claims Bonus**General terms**

The following condition is added to the General terms section of this **policy**:

The **insurer** agrees that a 5 percent no **claims** bonus is payable 3 month(s) after the expiry of the 2023/2024 year of account subject to the policy renewing with the current **insurer** for a further 12 month period at 1st April 2024.

For the purpose of this clause claims shall mean:

- a) actual claims payments including all medical legal and other charges; and
- b) reserves made by **insurer** for outstanding claims and/or circumstances.

Clause: BESPOKE

QBE European Operations is a trading name of QBE Europe SA/NV, VAT BE 0690.537.456, RPM/RPR Brussels, IBAN No. BE53949007944353 and SWIFT/BIC No. HSBCBEBB, ('QBE Europe'), and of (1) QBE UK Limited, no. 01761561 ('QBE UK'), (2) QBE Underwriting Limited, no. 01035198 ('QUL'), (3) QBE Management Services (UK) Limited, no. 03153567 ('QMSUK') and (4) QBE Underwriting Services (UK) Limited, no. 02262145 ('QSUK'), all four companies having their registered offices at 30 Fenchurch Street, London, EC3M 3BD, and being incorporated in England and Wales. QBE Europe is authorised by the National Bank of Belgium under licence number 3093. QBE UK and QUL are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. QUL is a Lloyd's managing agent. QMSUK and QS UK are both Appointed Representatives of QBE Europe and QUL.