

Our Ref: NB

04 May 2017

To Whom It May Concern:

**re: Steve Ball Recycled Aggregates Limited
of The Old Texaco Fuel Depot, Crooks Marsh,
Severn Road, Avonmouth, Bristol. BS11 0YL.**

We can confirm that the following insurance policies are current in respect of the above:

Business activity: Crushing and recycling of hardcore, crushing of concrete and the like. Plant operators and hirers.

Employers Liability

Insurers : Novae Insurance Company Limited (via Compass London Markets Limited)
Policy Number : To be confirmed
Period of Cover : 05.05.2017 to 04.05.2018 both days inclusive, local standard time, at the address of
the Insured

Limit of Indemnity : £10,000,000

(costs inclusive) any one occurrence

Subject to the Endorsements/Conditions/Exclusions listed below (wording also attached) –

Public Liability

Insurers : Novae Insurance Company Limited (via Compass London Markets Limited)
Policy Number : To be confirmed
Period of Cover : 05.05.2017 to 04.05.2018 both days inclusive, local standard time, at the address of
the Insured
Limit of Indemnity : £5,000,000 any one occurrence

Excess:

Third Party Property Damage/Bodily Injury - £1,000 each and every claim including Costs and Expenses.

Subject to the Endorsements/Conditions/Exclusions listed below (wording also attached) –

CONDITIONS: NOVAE SYNDICATES COMBINED LIABILITY INSURANCE WORDING

Please refer to the Policy/Certificate Wording for applicable Endorsements/Conditions/Exclusions.

Endorsements/Conditions/Exclusions not contained within the Policy/Certificate Wording –

Government or Statutory Authority Clean Up Costs Extension

Own or Leased Premises Debris Removal & Clean Up Costs Extension

Pollution and Contamination Exclusion

Landfill Site Exclusion

Personal Protective Equipment Conditions

Bona Fide Subcontractors Condition 1 (10.05)

Heat Work Away Exclusion

Hired Out Plant Conditions

Fork Lift Truck Condition

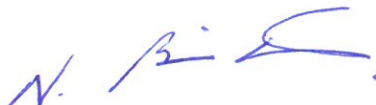
Skip Exclusion

Waste Disposal Conditions

Burning and Welding Conditions

We trust that this is the information that you require but if we can be of any further assistance please do not hesitate to contact us.

Yours faithfully



Nigel Barrington

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Conditions:	<p>Government or Statutory Authority Clean Up Costs Extension (Applicable to Section B of the Policy) Notwithstanding (c). Exclusions Applicable to Sections B and C, we will indemnify you under Section B - Public Liability of this policy against liability in respect of any clean up costs and expenses caused solely by a sudden, identifiable, unintended and unexpected release of contaminants into watercourses for which you are responsible and where such release takes place during the period of insurance subject to the following:</p> <p>a) We will not indemnify you against liability in respect of clean up costs and expenses happening anywhere in the United States of America or Canada</p>
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	<p>b) We will not indemnify you in respect of any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever</p> <p>c) Our liability to pay clean up costs and expenses shall be limited in the aggregate in respect of any one period of insurance to GBP1,000,000</p> <p>For the purpose of this endorsement, 'clean up costs and expenses' shall mean the costs and expenses of remedying the effects of pollution incurred by you or for which we are legally liable and which are imposed on you by any government or statutory authority responsible for implementing or enforcing environmental protection legislation or regulations.</p> <p>All other terms, conditions, exclusions and limitations in this policy remain unaltered</p> <p>Financial Loss Extension "Claims Made" (Applicable to Section C of the Policy)</p> <p>It is hereby understood and agreed that subject to the exceptions set out below we will indemnify you up to the Indemnity Limit expressed herein against all sums that you become legally liable to pay for damages or compensation and claimants costs and expenses consequent upon any claim or claims for Financial Loss first made in writing against you and notified to us during the Period of Insurance in connection with the Business</p> <p>It is further understood and agreed that we will not be liable for</p> <p>a) any liability arising out of or in any way connected with any contract or agreement unless and only to the extent that such liability would have arisen in any event in the absence of such contract or agreement</p> <p>b) the cost of removal repair recovery alteration replacement demolition dismantling delivery rebuilding supply installation or recall of the Products or commodity article or thing in which the Products are incorporated</p> <p>c) Injury or Damage as defined within this Policy</p> <p>d) Financial Loss as a result of advice design specification or formulae given by the Insured</p> <p>i. not in connection with the Products</p> <p>ii. for a fee</p> <p>e) any amount in respect of liquidated damages fines penalties or payments due under any statute statutory regulation by-law or other provisions having the force of law</p> <p>f) Financial Loss consequent upon any deliberate act or omission by you or on your behalf and which result could have reasonably been expected by you having regard to the nature and circumstances of such act or omission</p>
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	<p>g) any liability arising from or in any way connected with act(s) of fraud or dishonesty</p> <p>h) any liability arising from or in any way connected with the torts of passing off or infringement of patent copyright trademark or trade name or deceit or injurious or malicious falsehood or conspiracy or inducing breach of contract or intimidation or unlawful interference or other like economic torts</p> <p>i) Financial Loss caused by any watercraft or aerial device or by the Products installed in any of the foregoing or caused by any motor vehicle</p> <p>j) 20% of each and every claim made against you subject to a minimum of GBP5,000 which amount shall be retained by you as your own liability and uninsured</p> <p>k) Financial Loss where the event giving rise to Financial Loss occurred or is alleged to have occurred prior to 05/05/2013</p> <p>l) any liability arising from or in any way connected with Libel or Slander</p> <p>It is further understood and agreed that our liability under this Extension for all claims for damages and claimants costs and expenses occurring in any one Period of Insurance will not in the aggregate exceed £250,000</p> <p>The issue of this clause is deemed to nullify the limitation imposed by exclusion (g) of Section C of this Policy</p> <p>All other terms, conditions, exclusions and limitations in this policy remain unaltered.</p> <p>Own or Leased Premises Removal of Debris and Clean Up Costs Extension (Applicable to Section B of the Policy)</p> <p>In the event of a sudden, identifiable, unintended and unexpected release of products or customer stock onto your own or leased premises we will indemnify you for</p> <p>a) Removal of debris; and b) Clean up of contaminated parts of such premises</p> <p>Subject to a maximum aggregate limit during any one period of insurance of GBP 100,000 any one premises.</p> <p>All other terms, conditions, exclusions and limitations in this policy remain unaltered</p> <p>Burning & Welding Conditions (Applicable to Section B of the Policy)</p> <p>It is a condition precedent to liability that the following precautions</p>
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	<p>will be taken on each occasion where you undertake any process which involves the application of heat at your premises - (The use of Heat shall mean the use of electric, oxy-acetylene or similar welding or cutting or portable grinding equipment, burning, blow torches, hot air guns, naked flame, or any vessel for the heating of asphalt or bitumen)</p> <p>a) the immediate area in which the operation is to be carried out must be segregated to the greatest practical extent by the use of screens made of metal and/or fire retardant material</p> <p>b) the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence</p> <p>c) combustible floors and/or substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material</p> <p>d) where work is being carried out in any area where there is a risk that combustible material is in danger of ignition either directly or by conduction of heat an additional Person Employed shall remain continuously in attendance at the point of work until the work is complete to guard against an outbreak of fire</p> <p>e) a suitable fire extinguisher and/or hoses connected up in readiness for immediate use and tested prior to the commencement of the work must be kept available for immediate use near the scene of operations</p> <p>f) thorough examinations must be made in the vicinity of the work at frequent intervals for at least one hour after the termination of each operation.</p> <p>g) before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat</p> <p>h) where work involves the use of asphalt or bitumen tar boilers regulation spill trays are used and all boilers are to be kept at ground level</p> <p>i) where you burn debris the following precautions shall be taken on each occasion</p> <p>i. fires to be in a cleared area and at a distance of at least ten metres from any property</p> <p>ii. fire not to be left unattended at any time</p> <p>iii. a suitable fire extinguisher to be kept available for immediate use</p> <p>iv. fires to be extinguished at least one hour prior to leaving site at the end of each working day</p> <p>All other terms, conditions, exclusions and limitations in this policy remain unaltered.</p>
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	Fork Lift Truck Condition Landfill Site Exclusion Personal Protective Equipment Conditions Skip Exclusion Waste Disposal Conditions Pollution and Contamination Exclusion Bona Fide Subcontractors Condition 1 (10.05) Heat Work Away Exclusion Hired Out Plant Conditions And as per wording
Subjectivities:	Not Applicable
Quotation Open for:	30 days from 25/04/2017
Line:	100 %
Information:	Wording includes 60 day Premium Payment Warranty

Fork Lift Truck Condition Precedent
(Applicable to Sections A B & C of the Policy)

It is a condition precedent to liability under this Policy that the use of fork lift trucks is subject to the following procedures

1. operatives must be at least 18 years of age
2. operatives must
 - a) complete a training course in the safe use of fork lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and
 - b) complete a refresher course within 5 years of the initial training programme and
 - c) **you** must retain appropriate documentation verifying completion thereof
3. Whenever a fork lift truck is unattended the ignition keys must be removed or the vehicle otherwise immobilised to prevent unauthorised use
4. the carriage of passengers or unauthorised use or application as a tool outside of the design capabilities of the vehicle is prohibited at all times
5. operatives must engage safety restraints whenever such restraints have been fitted to the vehicle

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Landfill Site Exclusion
(Applicable to Sections B & C of the Policy)

This Policy does not indemnify **you** in respect of any liability arising out of or in any way connected with the ownership, management or operation of landfill sites and/or incineration plants

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Personal Protective Equipment Condition
(Applicable to Section A of the Policy)

It is a condition of this Policy that the use or wearing of Personal Protective Equipment by any **Person Employed** is rigorously enforced and that Personal Protective Equipment is supplied to the **Person Employed** and that a formal record is maintained confirming receipt of such equipment

All other terms, conditions, exclusions and limitations in this policy remain unaltered

Skip Exclusion
(Applicable to Sections B & C of the Policy)

This Policy does not indemnify **you** in respect of any liability arising from or in any way connected to the use of skips or other containers when such skips or containers are left on a public highway.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Waste Disposal Condition Precedent
(Applicable to Sections B & C of the Policy)

It is a condition precedent to liability that all waste is disposed of at licensed waste sites

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Pollution and Contamination Exclusion
(Applicable to sections B and C of the Policy)

Notwithstanding anything contained herein to the contrary this Policy excludes all liability in respect of pollution and/or contamination

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Bona Fide Subcontractors Condition
(Applicable to Sections A B & C of the Policy)

It is a condition precedent to liability that all bona fide subcontractors engaged by **you** have in full force and effect throughout the duration of their contract with **you** insurances as follows

- 1 Employers Liability insurance in respect of their liability at law for Injury to any person in the employment of the subcontractor including any labour master or labour only subcontractor or person supplied or employed by them
- 2 Public/Products Liability insurance in respect of their liability at law for **Injury** or **Damage** with a Limit of Indemnity of not less than the limit of indemnity any one occurrence or series of occurrences arising out of one original cause provided under this policy

It is further a condition precedent to liability that

- i. such insurances contain an Indemnity to Principals Clause
- ii. you have obtained and retained a copy of written evidence of such insurances

For the purposes of this Endorsement the term bona fide subcontractors means any subcontractor

engaged by **you** supplying labour and or materials for the purpose of the contract

It is further condition precedent to liability that **you** will not assume by any agreement any liability or potential liability that would not have attached to **you** in the absence of such agreement including but not limited to the assumption of any liability or potential liability on behalf of any bona fide subcontractor or the waiver of any rights of recourse against any bona fide subcontractor.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Heat Work Away Exclusion

(Applicable to Section B of the Policy)

This Policy does not indemnify **you** in respect of liability arising out of or in way connected with any work involving the use or application of heat away from **your** premises.

However this exclusion shall not apply to the use of electric soldering irons and electric hot air guns provided that such equipment complies with British Standard BS3456 if applicable and is thermostatically controlled.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Hired Out Plant Warranty

(Applicable to Sections B & C of the Policy)

It is a condition precedent to liability under this policy that all plant hired out by **you** will be subject to the current Contractors Plant Association or Scottish Plant Operators Association conditions of hire.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.