

CONTRACT ENDORSEMENT

UMR B0831CM0629423

INSURED OPES MRF 2013 Limited and/or Opes Liverpool Limited and/or Quercia Limited and/or Neales Waste Management Limited

ENDORSEMENT NUMBER 2

CONTRACT CHANGES


ENDORSEMENT EFFECTIVE DATE 23 November 2023

CONTRACT CHANGES Addition of Quercia Limited and Neales Waste Management Limited

INSURED OPES MRF 2013 Limited and/or Opes Liverpool Limited and/or Quercia Limited and/or Neales Waste Management Limited

AGREEMENT

ENDORSEMENT AGREEMENTS

General Underwriters Agreement (GUA)		
Each Underwriter's proportion is several not joint		
Slip Leader Only	Slip Leader And Agreement Parties	All Underwriters
 <p>SYNDICATE 2525 Ed Foreman 5th Jan 2024 16:20 GMT</p> <p>Box 1</p>	<p>Box 2</p>	<p>Box 3</p>

INSURED OPES MRF 2013 Limited and/or Opes Liverpool Limited and/or Quercia Limited and/or Neales Waste Management Limited

BUSINESS DESCRIPTION Operation of Landfill Sites, Quarries and Waste Transfer Stations including Hazardous Waste as disclosed to Insurers, Sales of sand, gravel, aggregates, Batch Labelling at client premises including at Power Station, sub-contract industrial cleaning and tanker work and Property owners

CONDITIONS

Wording: IVE 2021A

Asbestos Exclusion – as per policy wording

Asbestos Buyback Clause - A Form - Sections B and D applies in respect of Quercia Limited and/or Neales Waste Management Limited only - as attached - Retroactive Date 23/11/23

Terrorism Exclusion – as per policy wording

ReWage Extension – as per policy wording

Pollution Claims Made A Form, as attached - Retroactive Date 1/1/20

Waste Conditions (amended) as attached

ASBESTOS BUYBACK CLAUSE – A FORM - SECTIONS B & D

Notwithstanding anything contained herein to the contrary the Underwriters will indemnify the Assured against their liability to pay Damages (including claimants' costs fees and expenses) Defence Costs and Criminal Prosecution Defence Costs under Sections B & D of this Policy arising from the existence of or exposure to Asbestos occurring on or after the Retroactive Date but only in respect of claims first made against the Assured during the Period of Insurance and notified in accordance with the provisions contained within the policy.

Provided always that: -

1 should the Assured notify the Underwriters during the Period of Insurance of any specific event or circumstance which Underwriters accept may give rise to a claim or claims which form the subject of indemnity by this Endorsement then acceptance of such notification means that Underwriters will deal with such claim or claims as if they had first been made against the Assured during the Period of Insurance;

2 the Underwriters will not indemnify the Assured for any claims arising from the existence of or exposure to Asbestos where the Assured were aware of the circumstance or event which gave rise to the claim before the effective date of this Endorsement;

3 in respect of any liability which arises from any requirement to clean up or remove Asbestos from any building and/or structure: -

a) such liability arises solely in consequence of a sudden specific and identifiable fire explosion impact or collapse;

and

b) the building and/or structure that is subject to the clean up or removal is not tenanted by the Assured;

4 the Underwriters will not indemnify the Assured for any claims in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;

5 the Underwriters liability to pay Damages (including claimants' costs fees and expenses) Defence Costs and Criminal Prosecution Defence Costs shall not exceed the sum of GBP 1,000,000 and shall be the Underwriters total liability in respect of any one Period of Insurance;

6 the Excess applicable to this Endorsement shall be GBP 10,000.00 each and every claimant in respect of death bodily injury disease loss of or damage to property including claimants' costs fees and expenses Defence Costs and Criminal Prosecution Defence Costs.

The Retroactive Date in respect of this Endorsement is 23 November 2023.

The following warranties shall apply to Sections B & D: -

- a) all work must be carried out in accordance with the Control of Asbestos Regulations 2006 and any subsequent approved code or guidance note relating to Asbestos issued by the HSE and any subsequent legislation or regulation;
- b) that all applicable provisions and recommendations in the Approved Code of Practice and guidance L127 entitled "The management of asbestos in non-domestic premises" and in the Approved Code of Practice and guidance L143 entitled "Work with materials containing asbestos" both issued by the Health and Safety Commission are followed;
- c) that the guidance in "Asbestos: The licensed contractors' guide" HSG247 issued by the Health and Safety Commission be followed where applicable;
- d) that all conditions and recommendations set out in the Approved Codes of Practice and Guidance L143 issued by the Health & Safety Executive must be observed;

Asbestos – means asbestos actinolite asbestos grunerite (amosite) asbestos anthophyllite chrysotile crocidolite and asbestos tremolite or any mixture containing any of these materials.

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

POLLUTION CLAIMS MADE (A FORM)

Notwithstanding any provisions to the contrary the Underwriters will only indemnify the Assured under Section D – Pollution Liability in respect of any claims first made against the Assured during the Period of Insurance.

Provided always that:-

1. Should the Assured notify the Underwriters during the Period of Insurance of any specific event or circumstance which Underwriters accept may give rise to a claim or claims which form the subject of indemnity by this Policy then acceptance of such notification means

that Underwriters will deal with such claim or claims as if they had first been made against the Assured during the Period of Insurance;

2. where the Assured were aware of the circumstances or event which may give rise to a claim before the inception date of this Policy / effective date of this Endorsement (delete as appropriate);

3. No indemnity is granted in respect of liability arising out of:-

(a) bodily injury death or disease;

and/or

(b) loss of or damage to tangible property;

occurring prior to the Retroactive Date.

The Retroactive Date in respect of this Endorsement is 1 January 2020 other Opes Liverpool Limited and/or Quercia Limited and/or Neales Waste Management Limited for which Retroactive date is 23 November 2023.

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

WASTE CONDITIONS (amended)

It is agreed that the Policy does not provide an indemnity for liability arising out of:-

1. any skip or waste container owned or hired out by the Assured and left on a highway unless it is sited and lit in accordance with any statutory requirements or Local Authority By-Law;

2. the intentional handling of Hazardous Waste material other than at Blackrod Transfer Station and/or third party disposal sites however the Policy does not provide an indemnity for liability arising out of the intentional handling of radioactives, explosives and/or clinical waste;

3. the ownership or operation of any landfill or incineration plant other than Finmere Quarry and/or Clayton Hall (Quercia Limited);

4. any liability arising from fly tipping.

It is also a condition precedent to liability under this Policy that all residual waste is taken to licensed sites by either the Assured or by carriers holding an appropriate license for the carriage of such waste.

"Hazardous Waste" means Hazardous Waste as defined by the Hazardous Waste (England and Wales) Regulations 2005 the Hazardous Waste (Northern Ireland) Regulations 2005 and the Special Waste Amendment (Scotland) Regulations 2004 or any amendment or substitution thereof.

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

PREMIUM

Including Quercia Limited and Neales Waste Management Limited revised annual Premium

Section A

GBP 29,778.00 Minimum and Deposit adjustable on expiry at

0.315% on Actual Clerical Wages (estimated at GBP 120,000)

5.250% on Actual All Other Wages (estimated at GBP 560,000)

Section B

GBP 60,990.30 Minimum and Deposit adjustable on expiry at

0.1764% on actual Turnover (estimated at GBP 34,575,000)

Sections C and D included in Section B

Subject to adjustment in accordance with Policy Wording Terms and Conditions

Additional Premium (Annual) due in respect of increases included in above totals:

Section A

No changes for this endorsement

Section B

GBP 16,890.30 Minimum and Deposit adjustable on expiry at

0.1764% on actual Turnover (estimated at GBP 9,575,000)

Sections C and D included in Section B

Subject to adjustment in accordance with Policy Wording Terms and Conditions

Total AP Due:

PL GBP 16,890.30 pro rata 303 days = GBP 14,021.26 plus 12% IPT

RISK DETAILS

UMR	B0831CM0629423
ATTACHING TO FACILITY CONTRACT NUMBER	B0831ABALIA2023
TYPE	COMBINED LIABILITY INSURANCE
INSURED	OPES MRF 2013 Limited
PRINCIPAL ADDRESS	The Mill, Pury Hill Busines Park, Alderton Road, Towcester, NN12 7LS
SITUATION	As Above
EMPLOYERS REFERENCE NUMBER	120/NE36504
BUSINESS DESCRIPTION	Operation of Landfill Sites, Quarries and Waste Transfer Stations, Sales of sand, gravel, aggregates and Property owners
PERIOD	From : 21 September 2023 To 20 September 2024 Both Days Inclusive
INTEREST	<p>SECTION A – EMPLOYERS’ LIABILITY</p> <p>Legal Liability for Damages in respect of accidental bodily injury death or disease sustained by an Employee arising out of and in the course of his/her employment or engagement with the Assured in connection with the Business of the Assured and caused during the Period of Insurance</p> <p>SECTION B – PUBLIC LIABILITY</p> <p>Legal Liability for Damages in respect of accidental</p> <ol style="list-style-type: none"> 1. bodily injury death or disease to any person 2. loss of or damage to tangible property <p>in connection with the Business of the Assured and occurring during the Period of Insurance</p> <p>SECTION C – PRODUCT LIABILITY</p> <p>Legal Liability for Damages (including claimants’ costs fees and expenses) and Defence Costs in respect of accidental</p> <ol style="list-style-type: none"> 1. bodily injury death or disease to any person 2. loss of or damage to tangible property

arising out of any Product and in connection with the Business of the Assured and occurring during the Period of Insurance

SECTION D – POLLUTION LIABILITY

Legal Liability for Damages in respect of accidental

1. bodily injury death or disease to any person
2. loss of or damage to tangible property

arising out of Pollution in connection with the Business of the Assured occurring in its entirety during the Period of Insurance but only to the extent that the Assured can demonstrate that such Pollution:

- (a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and
- (b) was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution

Per Policy Wording

LIMIT OF LIABILITY SECTION A – EMPLOYERS' LIABILITY

GBP 10,000,000 any one occurrence or series of occurrences arising out of one originating cause for accidental bodily injury death or disease BUT

GBP 5,000,000 combined single limit for accidental bodily injury death or disease occurring Offshore/for accidental bodily injury death or disease arising from Terrorism/for accidental bodily injury death or disease arising from Asbestos

SECTIONS B/C/D – PUBLIC / PRODUCTS / POLLUTION LIABILITY

GBP 5,000,000 any one occurrence

BUT

GBP 5,000,000 in all in the Period of Insurance in respect of Products or Pollution

(RE)INSURED'S RETENTION

Deductible:

GBP 5,000 each and every claim or series of claims including costs & expenses

CONDITIONS

Wording: IVE 2021A

Asbestos Exclusion – as per policy wording

Terrorism Exclusion – as per policy wording

ReWage Extension – as per policy wording

Pollution Claims Made A Form, as attached - Retroactive Date 1/1/20

Waste Conditions (amended) as attached

POLLUTION CLAIMS MADE (A FORM)

Notwithstanding any provisions to the contrary the Underwriters will only indemnify the Assured under Section D – Pollution Liability in respect of any claims first made against the Assured during the Period of Insurance.

Provided always that:-

1. Should the Assured notify the Underwriters during the Period of Insurance of any specific event or circumstance which Underwriters accept may give rise to a claim or claims which form the subject of indemnity by this Policy then acceptance of such notification means that Underwriters will deal with such claim or claims as if they had first been made against the Assured during the Period of Insurance;

2. where the Assured were aware of the circumstances or event which may give rise to a claim before the inception date of this Policy / effective date of this Endorsement (delete as appropriate);

3. No indemnity is granted in respect of liability arising out of:-

(a) bodily injury death or disease;

and/or

(b) loss of or damage to tangible property;

occurring prior to the Retroactive Date.

The Retroactive Date in respect of this Endorsement is 1 January 2020.

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

WASTE CONDITIONS (amended)

It is agreed that the Policy does not provide an indemnity for liability arising out of:-

1. any skip or waste container owned or hired out by the Assured and left on a highway unless it is sited and lit in accordance with any statutory requirements or Local Authority By-Law;

2. the intentional handling of Hazardous Waste material;

3. the ownership or operation of any landfill or incineration plant other than Finmere Quarry;

4. any liability arising from fly tipping.

It is also a condition precedent to liability under this Policy that all residual waste is taken to licensed sites by either the Assured or by carriers holding an appropriate license for the carriage of such waste.

"Hazardous Waste" means Hazardous Waste as defined by the Hazardous Waste (England and Wales) Regulations 2005 the Hazardous Waste (Northern Ireland) Regulations 2005 and the Special Waste Amendment (Scotland) Regulations 2004 or any amendment or substitution thereof.

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

SUBJECTIVITIES None

PREMIUM

Section A

GBP 16,464.00 Minimum and Deposit adjustable on expiry at
 0.315% on Actual Clerical Wages (estimated at GBP 60,000)
 5.250% on Actual All Other Wages (estimated at GBP 310,000)

Section B

GBP 31,752.00 Minimum and Deposit adjustable on expiry at
 0.1764% on actual Turnover (estimated at GBP 18,000,000)

Sections C and D included in Section B

Subject to adjustment in accordance with Policy Wording Terms and Conditions

PREMIUM PAYMENT TERMS As per Contract

TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURER(S) 12.00% Insurance Premium Tax

RECORDING, TRANSMITTING & STORING INFORMATION Where the broker maintains risk and claim data, information and / or documents the broker may hold data, information and / or documents electronically.

INSURER CONTRACT DOCUMENTATION Bishopsgate Insurance Brokers Limited trading as Compass London Markets to produce Certificate documentation

 The Insured are advised that if any terms, clauses or conditions are unclear they should contact Bishopsgate Insurance Brokers Limited trading as Compass London Markets immediately.

INFORMATION

INFORMATION

Information: Renewal updates seen and agreed by 2525 7 September 2022 held on file by Compass London Markets along with all other risk information

Updates for 2023 renewal per email from Appletons Insurance 9 August 202