

SCHEDULE TO THE POLICY

PUBLIC/PRODUCTS LIABILITY EXCESS OF LOSS INSURANCE

Policy Wording Reference: TMK/CNA (Public and Products) 2018 Policy Number: XSPLTMK140451/2018

Insured: Skip Express Ltd
and as more fully defined in the Underlying Policies

Address: The Triangle Station Goods Yard Western Road Crouborough, TN6 3DS

Business Description: Skip Hirers

Period of Insurance: *From 01.10.2018 to 30.09.2019 (both dates inclusive)*

Limit of Liability: £ 5 million

Underlying Limit: £ 5 million

Underlying Insurers: Faraday Underwriting Limited

Underlying Insurers Policy No(s): NP010576

Premium: £480.00 + IPT

Premium Tax: £57.60

Policy Fee: £35.00

Memoranda/Endorsements operative:

XPLJ 5 · Public/Products Liability Clauses - Non USA

XPLJ 9 · Hot Work Away Exclusion

XPLJ 25 · Asbestos Exclusion

XPLJ 31 · Hazardous Contracting Work Exclusion

Signed:



Dated: 28.09.2018

Insurer: Tokio Marine Kiln Syndicates Limited & CNA Insurance Company Limited

Registered address: 20 Fenchurch Street, London, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Numbers 204909 and 202777.

Unique Market Reference B0241GC911944U allows GB Underwriting Ltd to sign and issue this policy on behalf of Underwriters. GB Underwriting Ltd are authorised and regulated by The Financial Conduct Authority, FRN 304281, and registered in England under company number 4692971.



Applicable Endorsements

There are conditions contained within this Schedule that are condition precedent to Insurer liability. If the Insured breach any of these conditions precedent this may render the claim null and void or reduce the amount payable or the Insurer may treat this insurance as though it never existed.

ENDORSEMENT attached to and forming part of

Policy No(s): XSPLTMK140451/2018

Insured Name: Skip Express Ltd

With effect from: 01.10.2018

Public/Products Liability Clauses - Non USA

It is understood and agreed that this Policy excludes all liability:

1.
 - a. in respect of injury (as defined in the Primary Policy) sustained by an employee which arises out of and in the course of his employment by the Insured in the Business
 - b. attaching to the Insured or his insurer under any workmen's compensation unemployment compensation or disability benefits law or under any similar law
 - c. for loss of or damage to property belonging to the Insured or in the care custody or control of the Insured or any employee other than
 - i. premises and their contents not belonging to or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
 - ii. premises including fixtures and fittings leased or rented to the Insured unless liability is assumed under agreement and would not have attached in the absence of such agreement
 - d. arising from the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle including any trailer or apparatus attached thereto in circumstances where the Insured is responsible for insurance or equivalent security under any legislation governing the use of such vehicle or where indemnity is provided by any other insurance
 - e. arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft made or intended to be airborne
 - f. arising out of any products which with the knowledge of the Insured are incorporated into any craft made or intended to be airborne
 - g. arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft made or intended to be waterborne other than watercraft not owned by but used by the Insured for
 - i. business entertainment unless the Insured is responsible for insurance
 - ii. and hand propelled or sailing watercraft not exceeding 8 metres used in territorial waters
 - h. arising out of advice design specification or professional service given for a fee
 - i. arising from Financial Loss unless such loss is a direct result of bodily injury loss of or damage to property for which indemnity is provided by this Policy
Financial Loss shall mean a pecuniary or economic loss or expense
 - j. in respect of occurrences
 - i. happening in the United States of America its territories and possessions or Canada
or
 - ii. in respect of which legal proceedings are brought in the countries specified in (i) above or where legal proceedings are brought outside such countries to enforce an award whether by way of reciprocal agreement or otherwise
 - k. arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water however this Exclusion does not apply in respect of bodily injury loss of or damage to property which arises directly or indirectly from Pollution or Contamination where such Pollution or Contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance for the purpose of this Exclusion "Pollution or Contamination" shall be deemed to mean
 - i. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - ii. all injury or damage directly or indirectly caused by such pollution or contamination

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. The liability of the Insurers shall not exceed the Limit of Indemnity as specified in the Schedule during any one Period of Insurance.



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Hot Work Away Exclusion

It is understood and agreed that in consideration of the clients activities as disclosed to underwriters any Heat Conditions endorsement applicable to this policy is deleted with effect from inception. The indemnity provided under this Policy shall not apply in respect of any claim directly or indirectly arising from Hot Work away from the Insured's premises. For the purposes of this Exclusion Hot Work shall include but not be limited to the use of gas and electrical powered welding burning or cutting equipment blow lamps and blow torches and vessels for heating of bitumen or bituminous compounds



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Asbestos Exclusion

This Policy excludes all liability which is directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal of, distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust, or property or materials containing any of the foregoing, including without limitation all liability to pay claimants or the Insured's legal costs and expenses or any other costs and expenses, howsoever incurred in the investigation, defence and/or settlement of any claim against an Insured or in respect of any other inquest, inquiry, enforcement action, or proceedings in which the Insured may be involved in relation to any of the foregoing.



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Hazardous Contracting Work Exclusion

The indemnity provided under this Policy shall not apply in respect of any claim arising in connection with:

- a. the construction alteration or repair of tunnels viaducts or bridges
 - b. the construction alteration or repair of river or tidal defences docks dam construction or work within or behind dams
 - c. work in or on chemical nuclear oil gas or petrochemical plants
 - d. work in or on mines.
 - e. the erection of scaffolding except where such scaffolding forms part of a contract for erection, alteration, maintenance or repair by the Insured.
 - f. demolition except:
 - i. demolition of structures less than 5 metres in height and not forming part of any building
 - ii. demolition of buildings or part of a building which forms part of a contract for erection, alteration, maintenance or repair by the Insured.
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