



# Excess Protect New Business Schedule

American International Group UK Ltd

Policy Number 0032036433

18/10/2022

|                               |  |  |
|-------------------------------|--|--|
| <b>1. Insured</b>             | <i>Countyloos Ltd</i>  |  |
| <b>2. Address</b>             | <i>Hillcroft<br/>Bradeley Green Lane,<br/>Bradeley Green, Whitchurch,<br/>Shropshire<br/>SY13 4HE<br/>United Kingdom</i> |  |
| <b>3. Insured's Business</b>  | <i>Plant Hire</i>  | <i>Hiring, Refurbishment and sale of Portable toilets, portacabins, trailer loos, portable secure stores, crowd barriers, security fences and generator hire including the servicing, cleaning and collection/emptying of waste of portable toilets and trailer loos</i> |
| <b>4. Period of Insurance</b> | From: 20/10/2022   | To: 19/10/2023 (both days inclusive)   |

## 5. Coverage Items

| Liability                         | AIG Limit of Indemnity | AIG %       | Total Underlying Limit | Layer Limit | Layer Position | Underlying Insurer       | Underlying Policy Number |
|-----------------------------------|------------------------|-------------|------------------------|-------------|----------------|--------------------------|--------------------------|
| Employers'                        | Not Insured            | Not Insured | Not Insured            | N/A         | Primary        | N/A                      | N/A                      |
| Public                            | Not Insured            | Not Insured | Not Insured            | N/A         | Primary        | N/A                      | N/A                      |
| Public & Products                 | £5,000,000             | 100%        | £5,000,000             | £5,000,000  | Primary        | Accelerant Insurance Ltd | TBC                      |
| Motor Third Party Property Damage | Not Insured            | Not Insured | Not Insured            | N/A         | Primary        | N/A                      | N/A                      |

## 6. Extensions of Cover

### Crisis Containment Management

£100,000 any one *Crisis* and in the annual aggregate

In the event of a crisis please contact the Insurer immediately by phoning the Crisis Centre Hotline on the number below. Please refer to your Policy Wording for details of the conditions that constitute a crisis.

Tel: +1 817 826 7000

## 7. Insurer

American International Group UK Limited,

The AIG Building

58 Fenchurch Street,

London, EC3M 4AB.

Tel: +44 (0)20 7954 7000

## 8. Premium

The Total Premium amount shown is the minimum premium chargeable. No premium refund will be due if cover is cancelled.

| Liability                         | Premium               |
|-----------------------------------|-----------------------|
| Employers                         | NaN                   |
| Public                            | NaN                   |
| Public & Products                 | £600.00               |
| Motor Third Party Property Damage | NaN                   |
|                                   | Insurance Premium Tax |
|                                   | £72.00                |
|                                   | <b>Total Premium</b>  |
|                                   | <b>£672.00</b>        |

## Material Facts

### The insured has confirmed the following Material Facts

1. There is no involvement in any of the following activities:
  - i. manufacturing, handling, distributing, installing or removal of Asbestos, Ammunition, Arms, Explosives or Fireworks;
  - ii. any operations outside of the UK or manual work undertaken in the US or its territories or possessions;
  - iii. manufacture or wholesale of Tobacco or Tobacco Products or E-cigarettes or similar devices or liquids intended for use in e-cigarettes or similar devices or any substance intended for inhalation, or any device intended to facilitate inhalation;
  - iv. any operations or manual work Airside.

2. There is no work in or involving:

- Aircraft, aerial device, drone or Unmanned Aerial Vehicle, spacecraft, hovercraft or Marine Vessels, including crew thereof;
- Heavy construction involving bridges, tunnels, dams, main sewers, separate demolition contracts, work on underground storage tanks or the manufacture supply or erection of scaffolding;
- Mines, Quarries, Chemical Plants, Recycling Plants or Landfill Sites;
- Offshore work or diving facilities where Excess Employers Liability is required;
- Railways, Trams, Buses or Cable Cars;
- Oil or gas pipelines;
- Racing events, amusement parks, fairs, circus or carnivals;
- Coaches, buses, tankers and/or the carriage of hazardous material.

Hazardous Material means those detailed in the following regulations:

- The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004; and
- The 'Approved List of Dangerous Substances' published by the Health and Safety Executive,

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

3. There is no work involving the operation of:

- National or Local Government, Fire Service, Police or Security Operations;
- Hospitals, medical services, or care facilities;
- Sporting or entertainment venues with a capacity greater than 250.

4. There is no work involving the manufacture, repair, service, treatment, sale, supply, or distribution of, or products incorporated into:

- Automobiles, Trucks, Railways, Trams, Buses, Cable Cars, Motor Cycles or Bicycles;
- Aircraft, aerial device, drone or Unmanned Aerial Vehicle, Spacecraft, Hovercraft, Marine Vessels, diving or sky diving;
- Petro-chemicals, Chemicals, Pharmaceuticals, Herbicides, Pesticides;
- Medical Products, veterinary products or Animal Feeds;
- Cranes, hoists, lifts or elevators;
- Storage tanks.

5. There is no work involving the provision of packaged holidays by tour operators.
6. There is no work involving connections which would expose the Insurer, its parent company or its ultimate controlling entity to any applicable sanction or trade embargo such as:
  - connections (by the insured itself or any owner(s) of the insured (including underlying insureds and counterparties)) with any Sanctioned Party (any party listed on a UN, EU, UK, US or local sanctions list);
  - operations or presences in any Comprehensively Sanctioned Country (Cuba, Iran, Crimea Region, North Korea or Syria or any other country that may become a Comprehensively Sanctioned Country from time to time) (which includes operations and presences of subsidiaries/branches and locations of incorporation or domicile);
  - sales/exports/shipments (including their subsidiaries/branches) to any Comprehensively Sanctioned Country
  - plans to begin any such business or operations described above connections with any Sanctioned Party involvement not covered above, such as use of a sanctioned vessel or aircraft for shipping.
7. The insured has not sustained any Claim (Paid or Outstanding) over the last 5 years, which has totalled more than £250,000 in any one period of insurance under any of the sections for which cover is required.

## Endorsements

### EP03/21v1 **SC230ev1 - Hazardous Contracting Work Exclusion**

The indemnity provided under **Coverage Item** Public & Products Liability of the **Schedule** shall not apply in respect of any **Loss** 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**

### EP03/21v1 **SC128av1 - Excluding Work Away on Cranes Lifts Hoists and Conveyors Exception**

**SC128a Excluding Work Away on Cranes Lifts Hoists and Conveyors Exception** The indemnity provided under Item 4 of the Schedule shall not apply in respect of any claim arising in connection with work on cranes lifts hoists or conveyors where such work takes place away from the Insured's own premises.

### EP03/21v1 **SC123v1 - Hiring Out Of Plant Only**

It is understood and agreed that the indemnity provided by this **Policy** shall not apply in respect of any **Loss** arising in connection with any work other than that incidental to the hiring out of mechanical plant.

### EP03/21v1 SC271av1 - Asbestos Exception

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 **Loss** 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.

### EP03/21v1 NSE01014 - Data Protection Exclusion

This **Policy** shall not apply to liability, **Costs**, or **Insured's** Criminal Legal Expenses arising directly or indirectly from a contravention of Regulation (EU) 2016/679 (General Data Protection Regulation), the Digital Economy Act 2017, the Data Protection Act 2018 or Data Protection Act 1998 or art. 8 of the Human Rights Act 1998 or from the misuse of private information or from breach of confidence.

### EP03/21v1 SC69PPLv1 - Hot Work Away Exclusion

It is hereby understood and agreed that this **Policy** excludes all liability 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

### EP03/21v1 SC251PPLv1 - Public/Products Liability Clauses Non USA

It is understood and agreed that in respect of **Coverage Item** Public & Products Liability of the **Policy**:

#### **Definitions**

1. the following words and expressions in bold shall have the following meaning for the purpose of this **Endorsement** only
  - (a) **Financial Loss** shall mean any pecuniary loss, cost or expense that is not in respect of bodily injury or loss of or damage to property;
  - (b) **Pollution** shall mean pollution or contamination of the atmosphere, water, land or tangible property;  
**Pollution Conditions** shall mean the actual discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including, but not limited to, smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials in or on land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered;
  - (b) **USA** shall mean the United States of America, its territories and possessions.

#### **Exclusions**

2. the **Insurer** shall not provide any cover in respect of liability arising from:
  - (a) **Employers' Liability**  
any injury to an Employee arising out of and in the course of their employment or engagement by the **Insured** in the **Business**.

- (b) **Workers Compensation**  
any liability attaching to the **Insured** under any workmen's compensation unemployment compensation or disability benefits law or under any similar law.
- Motor Liability**  
the ownership, possession or use under the control of the **Insured** of any mechanically propelled vehicle (including any trailer or apparatus attached thereto) whilst being used in such manner as to render the **Insured** responsible for insurance under the provisions of any legislation governing the use of such vehicles
- (c) **Custody or control**  
any loss of or damage to property belonging to the **Insured** or in the **Insured's** custody or control other than:
- (i) premises and their contents not owned or rented by the **Insured** but which are temporarily occupied by the **Insured** in connection with the **Insured's Business**;  
any premises (including contents, fixtures and fittings) leased or hired or rented to the **Insured** in the course of the **Business** but excluding any liability assumed by the **Insured** under a contract or agreement that would not have attached in the absence of such contract or agreement.
- (ii) **Working on Property**  
any loss of or damage to that part of any property upon which the **Insured** has been working where such loss or damage is the direct result of such work.
- (e) **Aircraft/Watercraft**  
the ownership or possession or use by the **Insured** of any:
- (i) aircraft or aerial device for travel through air or space;
- (ii) water-going vessel or craft other than those vessels used where the **Insured** is responsible for insurance and where such vessels do not exceed (20) metres in length;
- (ii) hovercraft or hydrofoil
- (f) **Damage to Products, Recall and Repair**
- (i) loss of or damage to property being the **Insured's** products if such loss of or damage to property is attributable to any known or suspect defect or deficiency therein;
- (ii) the costs of recalling, replacing, repairing or removing the **Insured's** products as a result of any known or suspected defect or deficiency; and
- (iii) the cost of rectifying defective work
- (g) **Aircraft Products**  
any products knowingly supplied for use or installation in or on any aircraft or aerial device.
- (h) **Professional Advice**  
any professional advice, design, service or specification provided for a fee other than in respect of claims for bodily injury or loss of or damage to property
- (i) **Financial Loss**  
any **Financial Loss** not in respect of bodily injury or damage to property.
- (j) **Pollution**  
**Pollution** or **Pollution Conditions** other than in respect of bodily injury or loss of or damage to property where such **Pollution** or **Pollution Conditions**:
- (i) was sudden, identifiable, unintended and unexpected and occurred in its entirety at a specific time and place from one occurrence; and
- (ii) did not occur in the **USA** or Canada

**USA and Canada**

- (l) in respect of occurrences happening in the **USA** or Canada or in respect of legal proceedings brought in a court of law outside the **USA** or Canada to enforce a judgment made therein.

**American International Group UK Limited**

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**The total premium amount shown is the minimum premium chargeable for the cover provided.**