



QBE European Operations
Excess Liability Insurance (B)
Schedule

Policy Number(s) TUQ/2022/6681 Policy Wording Reference: PLRX010121
Issue no: 005
Period of Insurance: From: 00:00 07/12/2022 To: 23:59 06/12/2023
GMT and for such further period or periods as may be mutually agreed upon.
Effective from: 07/12/2022
Reason for Issue: Renewal

Contract Parties:

Insurer: QBE UK Limited
Registered in England No. 1761561; 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)
Registered Address: 30 Fenchurch Street, London, EC3M 3BD Tel: +44 (0)20 7105 4000 Fax: +44 (0)20 7105 4019.
Insured: Jadestone Recycling Limited
Insurance Intermediary: Hazelton Mountford Ltd
Subsidiary Companies: None
Address: Unit 13, Pondacre Farm, Yarmouth Road, Shalfleet, Newport, Isle of Wight , PO30 4LZ
Business: Recycling of Electronic Equipment and Products

Excess Liability Insurance	Insured	Limit of Indemnity by this insurance		
		GBP	5,000,000	any one occurrence but in the aggregate for liability arising from both products & pollution
		GBP	5,000,000	
Underlying Insurances	Insurer	Limit of Indemnity		
Primary Insurance Policy	AXIS Syndicates 1686 and 2007 at Lloyd's	GBP	5,000,000	As stated in the primary policy but in the aggregate for liability arising from both products & pollution
Policy Number	TBC			

Claim Notification: QBE UK Limited, 30 Fenchurch Street, London EC3M 3BD
Tel: +44 (0) 207 105 4000 Fax: +44 (0) 207 105 4019

Contact Details:

Issue Office: Thames Underwriting Limited
Address: Monometer House, Rectory Grove, Leigh-on-Sea, Essex SS9 2HN
Tel: +44 (0) 1702 713636
Account: Y03683SQBE0122A

Signed by and on behalf of **Thames Underwriting Limited**

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line across the middle.

Issue date: 06/12/2022



QBE European Operations Endorsement Schedule

Policy Number: TUQ/2022/6681

Period of Insurance:	From: 00:00 07/12/2022	To: 23:59 06/12/2023
Both days inclusive GMT 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. The under noted clauses amend the insured section and / or clause stated and each is otherwise subject to the terms and conditions of this policy. Each endorsement will override any conflicting term in the policy and each is subject otherwise to the policy exclusions, general exclusion, terms, conditions and definitions.

Where only a reference code is shown please refer to your policy booklet for the full terms of the endorsement.

Operative Endorsements

ZZASAN010113 - Sanction limitation and exclusion clause (QBE Syntax)

6.7 LRXA07 - Excluding heat/cutting

ZZGDPL010518 - Exclusion - Data Protections Liabilities

LRXXWA020107-AE Work away other than collection and delivery Excess liability limitations and exclusions

Exclusion: Sexual, physical or mental abuse

Exclusion: Cyber Risks

COMMUNICABLE DISEASE ENDORSEMENT (Casualty – Health Hazard)

Exclusion: Specified entity not insured by this policy

Excess Liability Insurance |

Endorsements

ZZASAN010113 - Exclusion - Sanction limitation and exclusion clause (QBE Syntax)

Notwithstanding anything herein to the contrary the insurer shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer or any member of the insurer's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

ZZGDPL010518 - Exclusion - Data Protections Liabilities

This policy excludes and does not cover any liability, loss, damage, cost or expense of any kind arising directly or indirectly under, or related to, the provisions of the Data Protection Act 1998 ('DPA'), any subsequent amending legislation or the General Data Protection Regulation ('GDPR').

6.7 LRXA07 - Excluding heat/cutting

This policy excludes and does not cover any liability arising from the use by or on behalf of the insured of blow lamps, blow torches, hot air guns or oxyacetylene or electric welding or cutting/grinding equipment away from the insured's premises.

LRXXWA020107-AE Work away other than collection and delivery Excess liability limitations and exclusions

The following exclusion is incorporated in and forms part of clause 2.4 of this policy.

The insurance by this policy excludes and does not cover liability arising from or caused by or arising from or in connection with any work away other than collection and delivery or sales trips and exhibitions.

Exclusion: Specified entity not insured by this policy

The insurance by this policy and the Definition of the insured excludes and does not cover the following subsidiary and/or associated company(ies):

Jadestone Traders Limited

ZZGXAS010115-ZE

Exclusion: Sexual, physical or mental abuse

Excess Liability

The Excess Liability insurance provided by this policy excludes and does not cover any liability directly or indirectly caused by or alleged to be caused by:

- a) actual or attempted sexual relations sexual contact or intimacy sexual harassment or sexual exploitation;
- b) actual or attempted abuse.

For the purpose of this Exclusion, abuse shall mean:

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use; or
- b) acts of forcing sexual activity, rape or molestation, or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours; or
- d) inappropriate method(s) of restraint or sanction;
- e) the bullying or physical harassment of individuals.

ZZGSEX010114-BE

Exclusion: Cyber Risks

The following clause and definitions are added to and incorporated into the policy and shall replace and supersede any existing and comparable provision:

- 1 The **policy** shall exclude:
- 1.1.1. any actual or alleged loss, damage, liability, **bodily injury, personal injury**, compensation, medical payment, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by the **insured**, howsoever incurred or accruing, directly or indirectly arising out of, caused by, contributed to, resulting from, or in connection with any of the following:
- a) an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such acts, involving access to, processing of, use of or operation of any **computer system**;
 - b) any failure to act, error or omission or series of related failures to act, errors or omissions involving access to, processing of, use of or operation of any **computer system**;
 - c) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**; or
 - d) any breach of duty (including statutory or regulatory duty), or breach of trust or any series of related breaches of duty (including statutory or regulatory duty) or breaches of trust involving or affecting the use or operation of, or access to, any **computer system**.
- 1.1.2. any actual or alleged loss, damage, liability, **bodily injury**, compensation, claim or cost, **defence cost**, expense, statutory fine or penalty or any other amount incurred or accruing by the **insured**, howsoever incurred or accruing, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **electronic data**, including any amount pertaining to the value of such **electronic data**; regardless of any other cause of event contributing concurrently.
- 1.1.3. This exclusion shall not apply to:
- a) liability for any **bodily injury** or **damage** arising out of **terrorism**, to the extent that cover is expressly provided elsewhere in the **policy** and shown as covered in the **schedule**;
 - b) any liability arising out of any 'Data Protection' extension(s) to the extent that cover is expressly provided elsewhere in the **policy** and shown as covered in the **schedule**;
 - c) the Employers' Liability section of the **policy** in respect of liability for any **bodily injury** sustained by an **employee** arising out of their employment and caused during the **period of insurance**; or
 - d) the General Liability section of the **policy** in respect of liability for any ensuing accidental **bodily injury** or accidental **damage** which is not otherwise excluded.

Definitions

To the extent that a defined term is used which is neither defined in the underlying policy or below, such word shall be construed in accordance with its ordinary meaning. For the purposes of this Exclusion:

Computer System means any computer, hardware, software, programs, telecommunications system, email system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

Damage means loss of, destruction of or physical damage to tangible property.

Electronic Data means facts, concepts, code, and any other information converted to a form usable for communication, display, distribution, interpretation or processing by a **computer system** or any electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

COMMUNICABLE DISEASE ENDORSEMENT (Casualty – Health Hazard)

1. Regardless of any provision to the contrary, the policy excludes any amount for which the insurer would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:
 - 1.1.a Communicable Disease;
 - 1.2. the fear or threat (whether actual or perceived) of a Communicable Disease;
 - 1.3. the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a Communicable Disease; or
 - 1.4. the insured's compliance or non-compliance with any advice, guidance, regulation, order, decree or law issued by a Public Authority in response to a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent where:
 - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
 - 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or transmission between organisms; and
 - 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage;regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.
3. Public Authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote or protect public health.
4. This exclusion shall not apply to any:
 - 4.1 damage to material property where the direct cause of such damage is not excluded in clause 1.1. or 1.2 of this endorsement, irrespective of the actual or alleged presence of a Communicable Disease at or near the premises where such damage occurred, and is not otherwise excluded; or
 - 4.2 injury or death where the direct cause of such injury or death is not excluded in clause 1.1 or 1.2 of this endorsement and is not otherwise excluded.

Clause: CD072020