

SCHEDULE TO THE POLICY

Public/Products Excess Liability Insurance

Policy Wording Reference: GBUL Excess Layer - CNA (Public and Products) 2019 Policy Number: XSPLTMK190448

Insured: Sanaway Limited
and as more fully defined in the Underlying Policies

Address: Unit 7 Hersham Farm Longcross Road Longcross CHERTSEY, KT16 0DN

Business Description: Wholesaler/Warehouse

Period of Insurance: *From 24.05.2019 to 23.05.2020 (both dates inclusive)*

Limit of Liability: £ 5 million

Underlying Limit: £ 5 million

Underlying Insurers: Arch Insurance Company (Europe) Limited

Underlying Insurers Policy No(s): craig 2

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 28 · Subrogation Rights

XPLJ 33 · Loading or Discharging of Vessels Exclusion

Signed: 

Dated: 21.05.2019

Insurer: 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 Number 202777

GB Underwriting Ltd are authorised and regulated by The Financial Conduct Authority, FRN 304281, and registered in England under company number 4692971.



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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): XSPLTMK190448

Insured Name: Sanaway Limited

With effect from: 24.05.2019

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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With effect from: 24.05.2019

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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Subrogation Rights

It is a condition precedent to any liability of the Insurer hereunder that the Insured maintain full rights of recourse against all suppliers throughout the currency of this Policy and any subsequent period for which the Insurer may agree to renew this Policy.



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Loading or Discharging of Vessels Exclusion

The indemnity provided under this Policy shall not apply in respect of any claim arising in connection with the loading or discharging of vessels.

