

CERTIFICATE OF INSURANCE

FOR

ANEVO ENVIRONMENTAL SOLUTIONS LTD**TO WHOM IT MAY CONCERN:**

This is to confirm that Anevo Environmental Solutions Ltd hold the under noted insurance covers in respect of their business activities as Commercial & Domestic Pest Control and Environmental Consultancy:

PUBLIC/PRODUCTS LIABILITY:

Indemnity Limit - £5,000,000

Insurer - QIC Europe Limited

Policy No - 5284744

Renewal Date - 21 August 2021

PUBLIC/PRODUCTS LIABILITY EXCESS OF LOSS:

Indemnity Limit - £5,000,000

Insurer - Chaucer Syndicate 1084

Policy No - 5287061

Renewal Date - 21 August 2021

EMPLOYERS LIABILITY:

Indemnity Limit - £10,000,000

Insurer - QIC Europe Limited

Policy No - 5284744

Renewal Date - 21 August 2021

All covers are subject to the terms, conditions, exceptions and warranties of the normal form of the Insurer's policy wordings.

If any further information is required please contact us direct.

List of additional endorsements enclosed

Prepared by: Alison Upton (Cert CII)

Dated: 01 September 2020

Endorsements applying to this Policy

1: Heat Exclusion

We will not indemnify You against legal liability in respect of any work involving the use of, or in connection with the use of electric oxyacetylene or other welding or cutting equipment or angle grinders blow lamps blow torches flame guns, hot air guns or any other heat producing equipment whether carried out by you or on your behalf

20: Professional indemnity extension

(Applicable to Legal liabilities section – sub-section public liability exceptions 6, is amended as follows)

Professional indemnity claim:

Damages, judgements and all reasonable defence costs incurred to defend you arising from any negligent act, negligent error or negligent omission.

Public liability is extended as follows:

We will indemnify you under the legal liabilities section against any professional indemnity claim which is first made against you or any employee and notified to us during the period of insurance arising out of professional advice given or services performed by you or on your behalf in the course of the conduct of your business during the period of insurance

Limit of indemnity

Our liability in respect of any one professional indemnity claim shall not exceed £50,000 irrespective of the number of claimants and in the aggregate for any one period of insurance.

We will not be liable for the first £2500 each and every professional indemnity claim

26: Hazardous locations

(Applicable to Legal liabilities – subsection Public Liability)

The following replaces points 11, 12, 14. Exceptions to this subsection

We will not indemnify You against legal liability in respect of work in or on

1. on aprons, hangars, helipads or landing strips
2. on aircraft or other aerial devices; or
3. involving the installation, maintenance, repair and supply of railway tracks or signalling equipment.

40: Proprietary Brands

(Applicable to legal liabilities section)

It is a Condition precedent to liability under this Policy that proprietary brand products only will be used and that these are used and stored in accordance with the manufacturer's instructions

100: Insurance Act 2015

Insurance Act 2015 - Application clause

General

Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015 (the "2015 Act").

Any term of this insurance contract which would, but for this clause, put the Insured in a worse position as respects any of the matters provided for in Parts 2, 3 or 4 of the 2015 Act than it would be in by virtue of the provisions of those Parts is, to that extent, of no effect, unless the Insurer has complied with the transparency requirements in Section 17 of the 2015 Act.

The Insured should ask the Insurer or its broker for clarification of any matters which are not clear to it regarding the scope of disclosure required or the provisions of this insurance contract.

The duty of fair presentation

Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:

Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and

Make the disclosure in clause (4)(a) above in a reasonably clear and accessible way; and

Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of clause (4)(a) above, the Insured is expected to know the following:

If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.

If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management, or anybody who is responsible for arranging the Insured's insurance.

Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expects that the Insured will have included them in its enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Critical information

It is a condition precedent to the Insurer's liability under this insurance contract that the following matters are true and accurate at the time of inception of the contract:

Breach of warranty: suspensory

If the Insured breaches a warranty in this insurance contract, the Insurer's liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Terms not relevant to the actual loss

Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Fraudulent claims clause

If the Insured makes a fraudulent claim under this insurance contract, the Insurer:

Is not liable to pay the claim; and

May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and

May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercises its right under clause (9)(c) above:

The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,

The Insurer need not return any of the premiums paid.
Fraudulent claims – group insurance

If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause (9) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.
Remedies for breach of the duty of fair presentation

If, prior to entering into this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.

If the Insured's breach of the duty of fair presentation is deliberate or reckless:

The Insurer may avoid the contract, and refuse to pay all claims; and,

The Insurer need not return any of the premiums paid.

If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:

If the Insurer would not have entered into the contract at all, the Insurer may avoid the contract and refuse all claims, but must return the premiums paid.

If the Insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires. In addition, if the Insurer would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

If, prior to entering into a variation to this insurance contract, the Insured shall breach the duty of fair presentation, the remedies available to the Insurer are set out below.

If the Insured's breach of the duty of fair presentation is deliberate or reckless:

The Insurer may by notice to the Insured treat the contract as having been terminated from the time when the variation was concluded; and,

The Insurer need not return any of the premiums paid.

If the Insured's breach of the duty of fair presentation is not deliberate or reckless, the Insurer's remedy shall depend upon what the Insurer would have done if the Insured had complied with the duty of fair presentation:

If the Insurer would not have agreed to the variation at all, the Insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid.

If the Insurer would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the Insurer so requires.

If the Insurer would have increased the premium by more than it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

If the Insurer would not have reduced the premium as much as it did or at all, then the Insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the Insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

101: Claims Contact Details

You will provide written notice to Davies Claims management immediately You have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess and pass to Davies Claims Management immediately on receipt every letter claim writ summons and process in connection with any claim.

Davies Claims Management 0344 856 2286

Property claims - Claims@davies-group.com (for the attention of Team A)

Liability claims - Newclaims.qatarcranbrookliability@davies-group.com (for the attention of Team D)

14: Depth Limit - 3 Metres

(Applicable to Legal liabilities – subsection Public Liability)

The following replaces point 17. Exceptions to this subsection

We will not indemnify You against legal liability in respect. This Policy does not indemnify the Insured in respect of liability arising out of or in any way connected with any work which exceeds 3 metres in depth.

All other terms, conditions, exclusions and limitations in this policy remain unaltered

18: Rectification Works Extension

(Applicable to Legal liabilities – subsection Products Liability)

The following replaces point 4. Exceptions to this subsection

We will indemnify you in respect of your legal liability for the costs of rectifying defective work or defective products where such work or products have caused bodily injury to any person other than an employee or damage to property other than the products which are the subject of the same contract.

We will not pay more than £50,000 in the aggregate in any one period of insurance.

19: Damage to property being worked upon extension

(Applicable to legal liabilities – sub section Public liability exceptions 2 is amended as follows)

We will indemnify you in respect of third party property temporarily in your custody, possession or control for the purpose of undertaking work, provided that this clause does not apply in respect of:

Property and their contents belonging to you or occupied by you as tenants or which is leased, let, rented or hired or lent to you.

We will not pay more than £50,000 in the aggregate in any one period of insurance

21: Financial Loss Extension

We will indemnify you against your legal liability to pay damages (including claimants' costs, fees and expenses) from any claim or claims arising solely by reason of pecuniary loss first made against you and notified to us during the period of insurance and arising out of your business.

For the purpose of this endorsement 'pecuniary loss' means a financial loss, cost or expense sustained by any third party resulting from:

1. the defective or harmful condition of the products; or
2. nuisance, trespass, stoppage of or interference with any easement, right of air, light, water or way not caused by the products.

Limit of indemnity

1. Our total liability to pay damages (including claimant's costs, fees and expenses) and defence costs shall not exceed £50,000 in the aggregate for any one period of insurance.

2. We will also pay all costs, fees and expenses incurred with our consent in the defence or settlement of any claim to which this extension applies (hereinafter called 'defence costs'). Costs, fees and expenses are included in the maximum amount payable.

Exclusions

We will not be liable for:

1. claims arising by virtue of a contract or agreement entered into by you and which would not have arisen in the absence of such
 - a contract or agreement.
2. claims in respect of bodily injury or damage to property.
3. claims where the cause of pecuniary loss occurred or is alleged to have occurred
 - a) before the retroactive date specified in this extension; or
 - b) outside the United Kingdom
4. claims where legal action or litigation is brought in a court of law outside the United Kingdom or where action or litigation is brought in a court of law within the United Kingdom to enforce a foreign judgement either in whole or in part.
5. the cost of recall, removal, repair, alteration, replacement or reinstatement of any product supplied, structure erected or contract work executed by you or of any commodity, article or thing in which such product structure or work is incorporated.
6. claims arising out of your insolvency or in respect of pecuniary loss sustained by your shareholders, stockholders or employees.
7. claims arising out of or in connection with advice, design, consultancy, specification, formulae or supervision given or undertaken solely for a fee.
8. claims arising out of any act of fraud, dishonesty, deceit, injurious falsehood, passing off or infringement of patent, copyright, trademark or trade name.
9. claims arising out of the deliberate, conscious or intentional disregard by your technical or administrative management of the need to take all reasonable steps to prevent pecuniary loss.
10. claims for any fines, penalties, statutory payments, liquidated damages or performance warranties.
11. the amount of any excess or coinsurance specified in respect of this extension.
12. claims arising out of the failure of any product to perform its intended function

So far as this extension is concerned the word 'damage' wherever used in any of these exclusions shall be deemed to read 'damage or pecuniary loss'.

Excess: The first 10 % or £2500 GBP whichever is greater of each and every claim.

Retroactive date: Inception

22: Environmental statutory clean up costs extension

(Applicable to Legal Liabilities – Sub-section Public Liability)

We will indemnify you against your legal liability for costs of remediation of environmental damage under statutory powers.

We will not indemnify you against your legal liabilities

1. Unless arising from a sudden, identifiable, unintended and unexpected incident taking place in its entirety at a specific and identified time and place during the period of insurance.
2. Against liability arising from incidents happening in the United States of America or Canada
3. For more than GBP £1,000,000 in the aggregate in any one period of insurance
4. In respect of any property owned by you or for which you are responsible
5. For the first GBP £5000 of each and every claim against you

3: Underground Services Condition

It is a condition precedent to liability that in respect of this Sub-Section if in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must ensure that prior to any digging or excavation work You will

1. take all reasonable steps to identify the position of underground pipes cables and services including the use of any free phone facility for the location of such underground services
2. retain a written record of the measures taken to locate underground services
3. adopt a method of work which will minimise the risk of loss to all services

4: Personal protective equipment condition

It is a condition precedent to liability that you shall ensure that

1. employees wear appropriate personal protective equipment when engaged in work where the need for such equipment has been identified.
2. all personal protective equipment is regularly maintained, kept in good condition and available to employees whenever required

6: Bona Fide Subcontractors Conditions (BFSC's)

We will indemnify You in respect of Your legal liability for work carried out by Bona-Fide Sub-Contractors working for You on Your behalf provided that We shall not be liable under this extension

1. unless prior to appointment You shall check that Bona-Fide Sub-Contractors hold a current Public Liability insurance with a minimum limit of indemnity of £2,000,000 GBP
2. in the event of a claim under this extension You shall provide documentary evidence of the Public Liability insurance held by the Bona-Fide Sub-Contractor at the time of his appointment to work for You

71: Health & Safety (Fees For Intervention) Endorsement

(Applicable to Legal Liabilities section – Sub Section Public liability)

Subject to the exclusions, conditions and definitions of this policy we will indemnify you under Section B – Public liability against your legal liability for the reimbursement of invoice fees (Fees for Intervention) under regulations 23 to 25 of the Health and Safety (Fees) Regulations 2012.

We will not pay more than:

- a) 10,000 GBP for any one claim; and
- b) 25,000 GBP in total for all claims;

in respect of inspections and/or, investigations commenced and enforcement actions taken by the HSE during the period of insurance.

All other terms, conditions, exclusions and limitations remain unchanged

77: Professional indemnity extension – £500,000

Professional indemnity extension

The following amendments are made to the cover provided by this policy.

1. Exclusion 5 of section B – Public liability is deleted.
2. The following is added to General definitions of the policy.

15 Professional indemnity claim

Damages, judgements and all reasonable defence costs incurred to defend you arising from any negligent act, negligent error or negligent omission.

3. The cover provided under section B – Public liability is extended as follows.

We will indemnify you under section B – Public liability against any professional indemnity claim which is first made against you or any employee and notified to us during the period of insurance arising out of professional advice given or services performed by you or on your behalf in the course of the conduct of your business during the period of insurance.

Limit of indemnity

Our liability in respect of any one professional indemnity claim shall not exceed £500,000 irrespective of the number of claimants.

We will not be liable for the first £500 each and every professional indemnity claim.

78: Hazardous locations exclusion – Pest Control

Hazardous locations exclusion – Pest Control

We will not be liable in respect of any claim arising out of or in connection with any work in, on or adjacent to

- i) airports aerodromes, runways, helipads or landing strips
- ii) aircraft or other aerial devices.
- iii) railway line tracks or signalling.
- iiii) In, on or about London Underground

79: Fire Arms Warranty

It is a condition precedent to liability that whenever using fire arms the individual must be approved and hold a current valid fire arms license as required by the statutory law for that fire arm and follow the regulatory and manufacturers guidelines in the use of such fire arm.

The individual and any other parties present at the time of operation must wear the relevant and appropriate personal protective equipment which is not limited to but does include eye and ear protection.

9: Height Limit - 25 Metres

We will not indemnify You against legal liability in respect of any claim arising in connection with work undertaken by the Insured or any person employed at a height above ground level (or floor level in the case of work inside any building or structure) which exceeds a height of 25 metres.

All other terms, conditions, exclusions and limitations in this policy remain unaltered