



AXA Insurance UK plc
Axa Commercial - Manchester
PO Box 2191
Bristol BS99 7JA

Wcn/Houghton Ins Bureau Ltd (Network)
78-84 High Street
Houghton Regis
Bedfordshire LU5 5BJ

Agency: BN 0607824

Form No.....: CB050F
Underwriter.....: CQU
Date of Issue...: 31/10/14
Effective Date..: 3/11/14
Renewal Date....: 3/11/15

Renewal Prem: £15430.65
(excluding Insurance Premium Tax)

SCHEDULE: Commercial Combined

Policy No.: BN COM 6054401

Insured....:

M & S Water Services (Utilities) Ltd

Unit 5 High Town Enterprise Centre, York St.
Luton
Bedfordshire LU2 0HA

Insurance Premium: £15430.65
Insurance Premium Tax: £925.84

Total Amount Payable: £16356.49

Business...: As Defined Below

INSURANCE PREMIUM TAX (IPT): This has been charged at the current rate

Reason for Issue: Renewal

ELTO: If Employers Liability cover is included please provide
Insured's Employer Reference Number (ERN).
Please also provide an ERN for each subsidiary included on the policy.

BUSINESS DESCRIPTION

The Business Description of the Insured is Installation,
Maintenance and Repair of Water Services

DISCLOSURE OF MATERIAL FACTS

Please ensure that you disclose any material facts which have
changed since you took out your policy or which have changed
since last renewal. Material facts are those which might
influence our decision as to whether to renew your policy or
impose special terms. If you are in doubt as to whether a fact
is material, please let us know the details - failure to do so
could invalidate the insurance.

Sections in Force

Annual Premium

Contractors All Risks
Employers Liability
Public Liability Section

£976.00
£6,419.42
£8,035.23



CONTRACTORS ALL RISKS SECTION

PROPERTY INSURED

The Contract Any contracts or works undertaken by the Insured in the course of the Business anywhere within the Territorial Limits where the estimated original contract price does not exceed £250000

Item No.	Description (Full wordings are detailed in the policy)	Limit Of Liability/ Sum Insured
1	Permanent and Temporary Works	£250000
2	Constructional Plant and Equipment	Not Insured
3	Temporary Buildings	Not Insured
4	Hired in Plant	Not Insured
5	Employees tools	Not Insured

ESTIMATES

Turnover	£1600000
----------	----------

ENDORSEMENTS

TR7 TERRORISM EXCLUSION

This endorsement replaces any previous Terrorism Exclusion applicable to the Contractors All Risks section of this policy from the Effective Date shown in the Schedule

Section Exclusion 20 Terrorism is restated as follows

This Section does not cover

Loss damage cost or expense of whatsoever nature directly or indirectly resulting from or in connection with :

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Section of the policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition - Terrorism



In respect of England Scotland and Wales Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto as certified by Her Majesty's Government or H M Treasury or any successor relevant authority

In respect of Northern Ireland Terrorism is defined as an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of the Channel Islands and the Isle of Man Terrorism is defined as an act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto

108 LIMITED DEFECTIVE CONDITION EXCLUSION CLAUSE (1995)

This Section excludes loss of or damage to and the cost necessary to replace repair or rectify

- (a) Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
- (b) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof

EMPLOYERS LIABILITY SECTION

COVER DETAILS

LIMIT OF INDEMNITY - £10000000 any one event.



DESCRIPTION OF ESTIMATE

ESTIMATE

Payments to employees engaged in :-

Clerical work(including commercial travellers and managerial employees who do not engage in manual labour)	£142782
Civil Engineering and/or Groundwork where the depth of excavation does not exceed 3 metres	£9705
Civil Engineering and/or Groundwork where the depth of excavation does not exceed 1 metre	£184398

ENDORSEMENTS

M01 MANSLAUGHTER COSTS EXTENSION

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy
- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this



Extension in respect of

- a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
- b) fines or penalties or the cost of implementing any remedial order or publicity order
- c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
- d) an appeal against any fine penalty remedial order or publicity order
- e) costs incurred as a result of the failure to comply with any remedial order or publicity order
- f) costs and expenses insured by any other policy
- g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

TR1 WAR, CIVIL WAR, POLITICAL RISK AND TERRORISM LIMITATION CLAUSE (£5m)

The liability of the Company under this insurance for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000. This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from War, Civil War, Terrorism or Political Risk as defined below.

For the purposes of this Clause, "War, Civil War, Terrorism or Political Risk" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion

assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority, Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

For the purposes of this Clause, "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes.



002 HAZARDOUS WORK EXCLUSION

The indemnity will not apply to legal liability arising out of

- (a) the demolition or partial demolition of a building or structure unless such demolition
 - (i) forms part of a contract for building or construction work undertaken by the Insured
 - (ii) is of a structure not exceeding 4 metres in height and not forming part of any building
- (b) the construction alteration or repair of towers steeples chimney shafts viaducts bridges docks or tunnels
- (c) piling or the use of explosives

PUBLIC LIABILITY SECTION

COVER DETAILS

LIMIT OF INDEMNITY - £2000000

DESCRIPTION OF ESTIMATE

ESTIMATE

Payments made to :-

Employees (including working principals) engaged in civil engineering and/or groundwork where the depth of excavation does not exceed 3 metres	£9705
Bona-fide subcontractors engaged in civil engineering and/or groundwork where the depth of excavation does not exceed 1 metre	£61466
Bona-fide subcontractors engaged in civil engineering and/or groundwork where the depth of excavation does not exceed 3 metres	£3235
Employees (including working principals) engaged in civil engineering and/or groundwork where the depth of excavation does not exceed 1 metre	£184398



ENDORSEMENTS

M01 MANSLAUGHTER COSTS EXTENSION

The indemnity provided by this Section extends to include

- a) legal costs and expenses incurred by the Insured or any person entitled to indemnity with the prior written consent of the Company in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the Period of Insurance which may be the subject of indemnity under this Section of the Policy
- b) prosecution costs awarded against the Insured or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

- 1) The maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one Period of Insurance
- 2) The Company shall not be liable to make any payment under this Extension in respect of
 - a) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the Company
 - b) fines or penalties or the cost of implementing any remedial order or publicity order
 - c) an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - d) an appeal against any fine penalty remedial order or publicity order
 - e) costs incurred as a result of the failure to comply with any remedial order or publicity order
 - f) costs and expenses insured by any other policy
 - g) any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man.



TR7 TERRORISM COVER AMENDMENT CLAUSE(2005)

This cover amendment clause replaces any existing Public Liability War and Terrorism Cover Amendment Clause(s) applicable to this Policy prior to the effective date of this Endorsement.

The insurance provided by this Policy/Section is subject to the following Terrorism Limitations:

The liability of the Company for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of Terrorism during any one Period of Insurance

For the purpose of this Clause "Terrorism" means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatsoever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

002 HAZARDOUS WORK EXCLUSION

The indemnity will not apply to legal liability arising out of

- (a) the demolition or partial demolition of a building or structure unless such demolition either
 - (i) forms part of a contract for building or construction work undertaken by the Insured or
 - (ii) is of a structure not exceeding 4 metres in height and not forming part of any building
- (b) the construction alteration or repair of towers steeples chimney shafts viaducts bridges docks or tunnels
- (c) piling or the use of explosives

003 GROUNDWORKS EXCLUSION

The indemnity will not apply to legal liability arising out of

- (a) the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface
- (b) quarrying tunnelling water diversion dam construction or work within or behind dams



005 PROPERTY UNDER THE GROUND (VARIABLE EXCESS)

The indemnity is subject to the following

(a) It is a condition of this Policy that prior to undertaking digging or excavation work the Insured shall take all reasonable steps to ascertain the position of all pipes cables and other underground services including the inspection of plans of all such services and in particular plans held by any local or public utility authority or company

(b) This Policy shall not apply to the first £1500 of each and every occurrence in respect of damage to property underneath the ground

017 HAZARDOUS WORK EXCLUSION CLAUSE

The indemnity will not apply to legal liability arising out of

- a) work on or in railways or tunnels
- b) work on or in oil refineries power stations or mines

019 CABLE LAYING EXCLUSION CLAUSE

This Section does not indemnify the Insured in respect of any claim arising in connection with trenching for cable laying

078 SUB-CONTRACTORS INSURANCE CLAUSE

It is a condition of this Policy that the Insured shall check that all sub-contractors appointed by the Insured hold a current Public Liability insurance which provides cover equivalent to that provided under this policy

099 HOUSING GRANTS CONSTRUCTION REGENERATION ACT 1996 CLAUSE

It is a condition precedent to liability under this Policy that in respect of any event and/or occurrence which may be the subject of indemnity the Insured shall give immediate notice directly to the Company of

- i) receipt of a "notice of intent"
- ii) becoming aware that a dispute is likely to be referred to adjudication
- iii) a decision by the Insured to refer a dispute to adjudication



The Insured shall provide full written details and/or any other applicable evidence in respect of any matter notified under i) ii) and iii) above directly to the Company within 48 hours of it occurring by registered post

The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim for indemnity or damages or otherwise involving a dispute referred to adjudication

The Insured shall not without the prior written consent of the Company -

- i) make any admission offer promise payment in respect of any matter which is the subject of indemnity under this Policy
- ii) agree to accept the decision of any adjudicator as finally determining the dispute with no further reference to the rights of reference to legal proceedings arbitration or alternative dispute resolution

Subject otherwise to the terms exceptions and conditions of this Policy

PLEASE KEEP THIS SCHEDULE SAFELY WITH YOUR POLICY DOCUMENTS



Excess Liability Policy

The Schedule

Policy Number: XOL\137944

Insured: M & S Water Services (Utilities) Ltd

Address: Unit 5
High Town Enterprise Centre
Luton
Bedfordshire
LU2 0HA

Period of Insurance: **From** 04 November 2014
To: 03 November 2015
Renewal Date: 04 November 2015

Limit Currency: POUND STERLING GBP
Premium Currency: POUND STERLING GBP

Business: Installation, Maintenance and Repair of Water Services

Coverage Type	Primary Policies		Applicable Underlying Limit	Applicable Limit of Liability
A Public/Products Liability	Number BN COM 6054401	Insurer AXA Insurance UK Plc	2,000,000	8,000,000
Insurance Premium (excluding Taxes):		GBP		2,632.50
Taxes:		GBP		157.95
Total Premium (including Taxes):		GBP		2,790.45

Policy Form Reference: tulac/xol/Mar 14

Endorsements: ZX 004

GENERAL ENDORSEMENT

Identity of Insurers

The Insurers for this policy as referred to in the Definition We / Us / Our / TULaC are as stated below

ACE European Group Limited

Definitions

ACE European Group Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. A company registered in England & Wales number 1112892 with registered office at ACE Building 100 Leadenhall Street London EC3A 3BP

ACE European Group Limited is a subsidiary of a US parent and ACE Limited, a NYSE listed company. Consequently, ACE European Group Limited is subject to certain EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities insuring certain types of activities related to certain countries such as Iran, Syria, North Korea, North Sudan and Cuba.

This Schedule is issued by Towergate Underwriting Group Limited on behalf of the Insurers described in the above General Endorsement

Signed on behalf of the Underwriters



Stewart Gardiner, Commercial Underwriting Director
Issue Date: 28/10/2014

ZX 004 - Burning and Welding Conditions

Burning & Welding Conditions

It is a condition precedent to liability that in respect of the use away from Your own premises of

- a) electric, oxy-acetylene or similar welding or cutting equipment
- b) cutting or grinding equipment using abrasive disks or wheels
- c) blow lamp, blow torch, hot air gun or hot air stripper
- d) asphalt, bitumen, tar or pitch heater

the following precautions will be complied with on every occasion

1. Adequate and suitable portable fire extinguishers to British Standard 5423:1987 or its predecessors or successors in full working order will be kept at each area of work and used immediately smoke or smouldering or flames are detected
2. The area in the immediate vicinity of the work shall be cleared of all moveable combustible material. Combustible materials which cannot be moved must be covered and protected by over-lapping sheets or screens of non-combustible material
3. A fire safety check of the working area to discover smoke smouldering or flames (including spaces behind walls and screens or partitions and above false ceilings) shall be made at regular intervals during the work and between 30 minutes and 60 minutes after completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
4. Heat equipment will not be left unattended whilst hot or lit or switched on
5. Where there is more than one person working at a site where heat is being used The Insured shall appoint a responsible person at each such site to ensure that the precautions stipulated in this condition are fully observed
6. Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and shall be extinguished immediately after use
7. The heating of asphalt bitumen tar or pitch must be carried out in the open in a vessel designed for that purpose placed on a non-combustible surface