

TO WHOM IT MAY CONCERN.

16 September, 2016

www.fentongroup.co.uk

Dear Sirs,

Middleton Aggregates Ltd

We are pleased to confirm details of Liability Insurance as follows:-

Employers' Liability:

Insurer/Policy No: D L Pratt Syndicate via Miles Smith
(Lloyd's Syndicate 2525) B0740 50120039

Period: 13/9/2016 – 12/9/2017 inclusive.

In respect of: All employees of the above Companies.

Indemnity: £10,000,000.

Including: Indemnity to Principal.

Public/Products Liability:

Insurer/Policy No: As above.

Period: As above.

Indemnity Limit: £10,000,000 any one occurrence (in the aggregate for products liability)
£1,000,000 for "open water" swimmers at Nar Valley Fisheries.

In respect of: Legal Liability for Injury or Loss/Damage to Material Property.

Including: Indemnity to Principal.

Hired in Plant:

Insurer/Policy No: Allianz Cornhill / NJ13911858

Period: As above.

Indemnity Limit: £350,000 any one loss

In respect of: "All Risks" and Theft

Excess: £1000 fire, theft, malicious act, £500 other claims

All policies subject to the Insurers' Terms and Conditions.

The information provided is based on the insurance arrangements at the time of writing. Alterations may be made during the period of cover. Any expiry date shown represents to normal expiry date of the policy. In some circumstances, such as in the event of non-payment of premiums due, cancellation could occur before the normal expiry date. We should be pleased to confirm the current position upon request.

Yours faithfully,
FENTON INSURANCE SOLUTIONS LTD.



Fenton Insurance Solutions

D. Mummery. A.C.I.I. Greyfriars Chambers, St. James' Street, Kings Lynn, Norfolk PE30 5DJ

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Fenton Insurance Solutions is a trading name of Towergate Underwriting Group Limited. Registered in England No. 4043759.
Registered address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN. Authorised and regulated by the Financial Conduct Authority.



Locations and Activities

Locations

Mill Drove Blackborough End
Pentney, King's Lynn, Norfolk
Ketteringham, nr Norwich
Cavenham, nr Bury St Edmunds
East Bilney Quarry, East Bilney, Norfolk, NR20 4AI

Business Description

Mineral extraction and sales. The clients crush, grade and deliver sand and gravel in bulk and bags. The clients operate a fleet of vehicles for delivery of own produce and haulage for others.

Inert waste tip owners and operators.

Quarry owners and operators. Quarrying is by excavation and they do not use explosives.

Road hauliers.

Repair and maintenance of own vehicles.

Recycling (Brick, Concrete, Tarmac, Soils etc).

Supply of aggregates including, but not limited to, contractors working at RAF bases, USAF bases, power stations, gas compression stations and petrochemical works in East Anglia.

Site clearance and preparation, including road works and sewers.

Plant hire operators, self drive and supply of plant with driver, including, but not limited to, contractors working at RAF bases, USAF bases, power stations, gas compression stations and petrochemical works in East Anglia.

Property owners.

Owners and Operators of Nar Valley Fisheries. * I believe the operation of the fishery is now leased to a third party.

Ownership of 150 acres of let farm land (Citrus Investments Ltd)

Cover, Terms and Conditions

Liability Insurance

Employers' Liability	£10m any one event
Public and Products Liability	£10m any one event and any one any one period in respect of products liability and pollution liability.
Excess:	£1500 for public / products/ pollution liability claims, costs inclusive

Excluding handling/ stripping of asbestos which is subject to the Asbestos Licensing Regulations.

Excluding the Use of Explosives

Excluding Tunneling

Audited Figures Condition

Contractors Plant association Conditions of Hire – Amended

Excluding demolition except solely undertaken with hand held tools, power diggers and/ or excavators of structures not exceeding 5m in height by employees of the Assured where such work forms and ancillary part of a contract for construction, alteration, repair or **site clearance** carried out by the Assured. **Note that we have added site clearance to this wording for clarity.**

Pollution Liability is on a claims made basis retroactive date 13/09/01

Exclusion of toxic and or hazardous waste.

Burning and Welding Conditions – see attached. Note that this only applies where heat is applied on other peoples premises.

Bona Fide Sub Contractors Condition 2005 –

Engaged BF contractors shall have EL / PL and Pollution Liability in full force throughout the currency of this policy as follows: -

- Limit of Indemnity of not less than £10,000,000 any one occurrence or series of occurrences arising out of one original cause in respect of EL
- For PL £5m as above (but in the aggregate for products liability and pollution)
- Extends to indemnify the Assured as Principal
- Is placed with an insurer with a financial rating from either Standard and Poor or A M Best or Fitch
- The Assured shall implement a system of check that such insurance is in force