

# **Navigators Recycling**

# **Insurance Policy**

Property and Business Interruption Insurance

Schedule to the Policy

Policy no.: LN18WRC00099901

| This Schedule attaches to and forms part of the insurance contract with the Policy reference nu | mber |
|---|------|
| shown above.  |      |

**Broker Contact:** Patrick Nice

**Broker:** XYZ Corporate Broking Ltd.

Insured: ABC Global Recycling Ltd.

Period of Insurance: From: 01 February 2018

Expiry: 31 January 2019

both days inclusive, Local Standard Time at the

Insured Location(s).

For the total percentage share insured hereunder:-

**Premium:** GBP 37,802.80

Insurance Premium Tax [IPT]: GBP 6,615.49

Total (premium + IPT): GBP 42,339.14

**Details of premium adjustment (if any):** not applicable

Territorial Limits: At the insured location(s)

Law and Jurisdiction: England & Wales

Policy Wording: NIIC-WRC-01Nov2017-v9.0

Insurer(s):

Percentage Share

[of the Policy liabilities]

Navigators International Insurance Company Ltd. 100.00%

Total share insured hereunder: 100.00%

# Location 1

Premises address to be Insured: 10-18 Main Road, Bylands, Devon, EX6 1PT, UK.

Business: Recycling of mixed commercial & domestic waste, and metals; including shredding, and

incidental storage & transportation.

# **Section A: Material Damage**

|    | Item                               |                          | Sum Insured  |
|----|------------------------------------|--------------------------|--|
| 1. | Buildings:                         | GBP                      | 1,200,000  |
| 2. | Machinery and equipment:           | GBP                      | 720,000  |
| 3. | Stock:                             | GBP                      | 100,000  |
| 4. | Other Contents (computers):        | GBP                      | 20,000   |
| 5. | Other Items: a: b: c: d:           | GBP<br>GBP<br>GBP<br>GBP | not applicable<br>not applicable<br>not applicable<br>not applicable |
| 6. | Optional Extension Day One Basis   | No                       |  |
|    | Declared Values:                   |                          | not applicable   |
|    | Machinery and Plant:<br>Sublimit:  | GBP<br>GBP               |  |
|    | Stock:<br>Sublimit:                | GBP<br>GBP               |  |
|    | All Other Contents: Sublimit:      | GBP<br>GBP               |  |
| 7. | Optional Extension<br>Rent Payable | No<br>GBP                |  |
| 8. | Optional Extension<br>Glass        | No<br>GBP                |  |

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# <u>Location 1</u> – additional details

Section A - Deductible: GBP 15,000

Deductible applies to the combined loss arising from Sections A and B? [Yes / No]:

No

The deductibles apply to each and every loss.



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# **Location 2**

Premises address to be Insured: Units 1-2, Fairway Industrial Estate, Greengage Village, Dorset,

BH8 10HH, UK.

Business: Waste transfer station (no waste processing); including yard storage & maintenance

workshop.

# **Section A: Material Damage**

|    | Item  |                          | Sum Insured  |
|----|---|--------------------------|--|
| 1. | Buildings:  | GBP                      | 350,000  |
| 2. | Machinery and equipment:                          | GBP                      | 75,000   |
| 3. | Stock:  | GBP                      | not insured  |
| 4. | Other Contents:                                   | GBP                      | 5,000  |
| 5. | Other Items: a: b: c: d:                          | GBP<br>GBP<br>GBP<br>GBP | not applicable<br>not applicable<br>not applicable<br>not applicable |
| 6. | Optional Extension Day One Basis Declared Values: | No                       | not applicable   |
|    | Machinery and Plant:<br>Sublimit:                 | GBP<br>GBP               |  |
|    | Stock:<br>Sublimit:                               | GBP<br>GBP               |  |
|    | All Other Contents: Sublimit:                     | GBP<br>GBP               |  |
| 7. | Optional Extension<br>Rent Payable                | No<br>GBP                |  |
| 8. | Optional Extension<br>Glass                       | No<br>GBP                |  |

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# <u>Location 2</u> – additional details

Section A - Deductible: GBP 10,000

Deductible applies to the combined loss arising from Sections A and B? [Yes / No]:

No

The deductibles apply to each and every loss.



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|     | Section A - Perils   | Covered by the Policy? |
|-----|--|------------------------|
| 1.  | FIRE and Lightning   | Yes                    |
| 2.  | STORM OR FLOOD   |                        |
|     | (a) Storm:   | Yes                    |
|     | (b) Flood:   | Yes                    |
| 3.  | BURSTING OR OVERFLOWING WATER TANKS, APPARATUS OR PIPES  | Yes                    |
| 4.  | IMPACT   | Yes                    |
| 5.  | EXPLOSION  | Yes                    |
| 6.  | AIRCRAFT   | Yes                    |
| 7.  | RIOT, CIVIL COMMOTION, STRIKERS, LOCKED-OUT<br>WORKERS or PERSONS taking part in LABOUR<br>DISTURBANCES or MALICIOUS PERSONS | Yes                    |
| 8.  | EARTHQUAKE   | Yes                    |
| 9.  | WATER DISCHARGED OR LEAKING FROM THE AUTOMATIC SPRINKLER INSTALLATION(S) IN THE PREMISES                                     | No                     |
| 10. | THEFT OR ATTEMPTED THEFT   | Yes                    |
| 11. | SUBSIDENCE   | Yes                    |
| 12. | ACCIDENTAL DAMAGE  | No                     |

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# **Section B: Business Interruption**

|    | Item                                   |  | Sum Insured  |
|----|--|--|--|
| 1. | Loss of Gross Profits                  | GBP  | 400,000  |
|    | Increase in Cost of Working            | GBP  | included   |
|    | Specified Work Expenses (not insured): | As defined in Section B of the Policy wording. |  |
| 2. | Additional Increased Cost of Working   | GBP  | 200,000  |
| 3. | Rent Receivable                        | GBP  | not insured  |
| 4. | Other Items: a: b: c: d:               | GBP<br>GBP<br>GBP<br>GBP                       | not applicable<br>not applicable<br>not applicable<br>not applicable |

# **Section B** - Deductible(s):

| <u>Location</u> |            | <u>Deductible</u> | <u>Deductibles apply to the combined loss arising</u> <u>from Sections A and B? [Yes / No]</u> |
|-----------------|------------|-------------------|--|
| 1 2 *           | GBP<br>GBP | 15,000            | No   |

The deductibles apply to each and every loss.

# Section B - Indemnity Period:

12 months

• Note: Business Interruption coverage is only applicable in respect of Location 1.

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| Section C: Money   | Not insured |
|--|-------------|
| Item   | Sum Insured |
| Loss of Money:   |             |
| (a) in locked safe:  | GBP         |
| <ul><li>(b) in locked building:</li><li>(c) elsewhere:</li></ul> | GBP<br>GBP  |
| (c) elsewhere.   | GBF         |
| Deductible   | GBP         |
|  |             |
| Section D: Goods in Transit                                      | Not insured |
| Item   | Sum Insured |
| Description:   | GBP         |
| Deductible   | GBP         |
| Section E: Business Equipment All Risks Insurance                | Not insured |
| Item   | Sum Insured |
| Description:   |             |
|  | GBP         |
| Deductible   | GBP         |
| Section F: Book Debts  | Not insured |
|  | Sum Insured |
| Item   |             |
| Item Book Debts  | GBP         |

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| Policy Warranty Conditions  Premium Payment Warranty (60 days) | [EN-025-10-14-v1] - PPC |
|--|-------------------------|
| Premium Payment Warranty (60 days)                             |                         |
|  | (TOR) 4/86              |
| Risk Control Conditions  |                         |
| Site Security Clause   | [EN-001-08-16-v3]       |
| No Smoking Clause  | [EN-003-08-16-v1]       |
| Intruder Alarm Clause  | [EN-007-12-17-v1]       |
| Housekeeping & Waste Delivery Clause                           | [EN-016-03-15-v3q]      |
| Hot Work Activities Clause                                     | [EN-017-08-16-v1]       |
| Closed Circuit Television [CCTV] Clause                        | [EN-024-08-16-v3a]      |
| Moveable Equipment Clause                                      | [EN-027-08-16-v1b]      |
| Battery Storage Clause   | [EN-029-08-16-v2]       |
| Fire Detection, Sprinklers & Fire Extinguishing Appliances     | [EN-039-03-15-v2]       |
| Fire Detection & Alarm System                                  | [EN-040-09-15-v2]       |
| Fork Lift Truck Clause   | [EN-052-04-15-v1]       |
| Secure Storage of Non-Ferrous Metals                           | [EN-054-08-16-v2]       |
| Shredder Clause  | [EN-055-08-16-v4]       |
| Waste Materials Received                                       | [EN-072-08-17-v1]       |

#### WARRANTIES APPLICABLE TO THE POLICY

#### Important note

The Insured and the Insurers mutually agree the following:

Section 10 of the Insurance Act 2015 is excluded in respect of any Premium Payment Warranty clause included within or endorsed to this Policy.

As a result, if the Insured fails to comply with such Premium Payment Warranty clause(s), the Insurers' liability under the Policy is automatically discharged [as defined in the Premium Payment Warranty clause(s)].

The Policy does not come back into force again if the Insured subsequently pays the required premium.

# [EN-025-10-14-v1]

# Premium Payment Warranty (60 days) (TOR) 4/86

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers within 60 (sixty) days of the inception of the policy period.

If this condition is not complied with, then this contract of insurance will then immediately terminate with the insured hereby agreeing to pay premium calculated at not less than pro rata temporis.

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#### RISK CONTROL CONDITIONS APPLICABLE TO THE POLICY

#### Important note

The Insured must take all reasonable steps to ensure their activities conform to the requirements of Policy terms and conditions, including all risk control conditions as may be stipulated in the Policy and/or in the Schedule, in order to ensure that they are protected by the Policy.

Attention is also drawn to the standard Risk Control Clauses within the General Conditions of the Policy:

- Alarm Protections Maintenance Clause
- Fire Appliance Maintenance Clause
- Electrical Circuits Clause
- Portable Heater Clause
- Combustible Waste & Stock in the Open Clause
- Plant and Machinery Maintenance Clause .

#### [EN-001-08-16-v3]

#### **Site Security Clause**

It is a condition of this insurance that:

- (a) the premises must be entirely enclosed with a metal security fence of at least 1.8 metres height (including access gates); and
- (b) all entry and exit points to the yard or other open spaces(s) at the premises are securely locked outside business hours, or are otherwise attended at all times by security guard(s).

# [EN-003-08-16-v1]

#### **No Smoking Clause**

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that smoking of tobacco and similar materials is strictly prohibited, and notices to this effect are prominently displayed at the premises.

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#### [EN-007-12-17-v1]

#### **Intruder Alarm Clause**

It is a condition of this insurance that

- (a) Whenever the Premises are closed for business or left unattended, they shall be protected by an Intruder Alarm,
  - (i) the specification of which has been agreed by the Insurer
  - (ii) which shall be set in its entirety.
- (b) The Insured shall
  - (i) keep in force during the currency of the Property Insurance Section of this Policy a contract with an alarm installer (who is a member of the relevant national trade association approved by the Insurer for these purposes) to maintain the Intruder Alarm in proper working order
  - (ii) lodge a copy of the alarm maintenance contract with the Insurer and any subsequent alteration thereto
  - (iii) obtain written permission from the Insurer before agreeing to any alteration to
  - a. the alarm maintenance contractor's emergency service facility
  - b. any part of the Intruder Alarm
- (c) The insured must immediately inform the insurer, if the Police give warning of their intent to withdraw their services to response to an alarm call or other notification of an alarm (for example due to repeated false alarms or other reasons)
- (d) Should a defect on the alarm system be discovered or the Police withdraw their services to respond to an alarm, the Insured shall
  - (i) immediately notify the Insurer
  - (ii) not leave the Premises unattended without prior consent of the Insurer
  - (iii) put into effect such additional temporary precautions and safeguards as the Insurer may require
  - (iv) notify the alarm maintenance contractor immediately and give instruction for the necessary repairs to be carried out

For the purposes of this endorsement "Intruder Alarm" shall mean the component parts detailed in the alarm specification which has been agreed by the Insurer and the lines of communication used to transmit signals.

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#### [EN-016-03-15-v3q]

#### **Housekeeping & Waste Delivery Clause**

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that:

- (a) Procedures must be in place to maintain a good level of house-keeping at all times.
- (b) Waste materials must be stored/stacked in a suitable orderly manner.
- (c) Waste delivered must be fully checked before the end of each 24-hour period, and before the site is closed, secured or otherwise left unattended by the Insured. Alternatively the delivered unchecked waste should be located on a safe spot in the open at least **ten** metres distant from all Buildings, Machinery and Plant, other equipment and Stock, and at least **five** metres from the site perimeter.
- (d) At least once in each 24-hour period of operations, and before the site is closed, secured or otherwise left unattended by the Insured:
  - all conveyors and machines (including motors, superstructures and the areas beneath) are to be cleared of waste and fly;
  - excluding materials processed or for processing, all other loose combustible rubbish and oily, greasy, solvent impregnated trash is to be swept up and placed in metal bins with metal lids.
- (e) At the cessation of operations, and before the site is closed, secured or otherwise left unattended by the Insured:
  - all combustible Stock and all combustible waste (which is for processing or is already partor fully-processed) shall be removed at least five metres distant from all Machinery and Plant and/or other equipment.
  - Note: outside working hours processed baled waste may remain in the output chute of any baling machine provided the chute does not feature powered conveyor machinery; bales shall not remain in contact with any part of powered conveyors or other machinery.
- (f) A procedure shall be in place and a record of all cleaning activities shall be maintained.
- (g) A member of the management team shall carry out a visual inspection at the end of each working day in order to satisfy points (a) to (f) above. A record of such inspections shall be kept up-to-date at all times.

#### [EN-017-08-16-v1]

#### **Hot Work Activities Clause**

#### **Definition:**

Common work activities that involve the generation of flames, heat or sparks in any area where there is the potential for a fire or explosion to occur. This type of work within the recycling industry normally involves but is not limited to the following:

- Welding
- Brazing
- Soldering of burning activities
- Cutting, pipe thawing
- Torch-applied roofing or grinding activities

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that the following **Hot Work Permit form is** to be used, as attached (or similar).

This permit applies to any type of "hot work" carried out on the Insured's premises whether by their own employees or by contractors.

Before <u>any</u> person is allowed to commence any of the hot work activities as described above, a full and proper assessment of the hazards and risks associated with the area of work must be made by the person authorised to complete the Hot Work Permit form.

The Hot Work Permit details additional precautions that need to be taken in the case of this type of work. The authorised person (Fire-safety Supervisor) should complete the permit and ensure that the person accepting it fully understands it.

In cases of Hot Work a "Fire-watch" must be appointed and named on the Hot Work Permit.

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# **HOT WORK PERMIT**

To be issued for all temporary hot work including gas/electric welding and cutting; blowtorches; tar boilers; grinding wheels and cutting discs. Hot work to be carried out only by people trained in use of equipment, hazards and precautions to prevent fires.

|  | Permit No:   |  |  |
|--|--|--|--|
| Description of work:   |  |  |  |
|  |  |  |  |
| Equipment to be used:  |  |  |  |
| Location of work:  |  |  |  |
| Person in control of work (name):  |  |  |  |
| Fire precautions required (tick boxes below):  |  |  |  |
| □ Smoke/heat detectors to be disconnected/covered for duration of work □ Area cleared of all loose combustible material. Remove or protect flammable liquids or gases. □ Wooden flooring covered with sand or other non-combustible material □ Welding, cutting or grinding work screened with non-combustible material □ Remove combustible material from other side of wall/partition (danger from conducted heat) | <ul> <li>☐ Turn off fixed gas supply or protect piping</li> <li>☐ Flash back arrestors fitted to gas cylinders</li> <li>☐ Gas cylinder secured in upright position</li> <li>☐ Non-combustible, insulating base for tar boiler (essential for use on roof)</li> <li>☐ Tar boiler gas cylinders at least 3 metres from burners</li> <li>☐ Other precautions (specify)</li> </ul> |  |  |
| <ul> <li>Appropriate fire extinguishers must be provided in the working area</li> <li>People carrying out hot work must be informed of (a) what to do if they discover a fire (b) how to raise the alarm (c) evacuation procedure and assembly point         <ul> <li>see Emergency Instructions for appropriate building</li> </ul> </li> </ul>   |  |  |  |
| Smoke/fire detectors must be reconnected/uncovered immediately after work is completed  Description and the description.   |  |  |  |
| Permit issued to (name):   |  |  |  |
| Of (company name):   |  |  |  |
| Permit valid from (time):  | To (time):   |  |  |
| Valid on (date):   |  |  |  |
| Issued by (name):  | Date of issue:   |  |  |
| PERMIT CLEARANCE AND RETURN  |  |  |  |
| The above work area has been checked one hour after completion of work  Signed (name): Date: Time:   |  |  |  |

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#### [EN-024-08-16-v3a]

#### **Closed Circuit Television [CCTV] Clause**

It is a condition of this Policy that the CCTV system shall be set to record at all times the access of persons into the premises through all usual pedestrian and vehicular entrances intended for that purpose. The system shall include automatic recording to a secure remote location.

The CCTV images and system shall be monitored by a remote central station security service at all times outside normal working hours.

The Insured shall check the system at least daily to confirm it is fully operational.

Nevertheless, this Policy shall not be invalidated by any defects in the CCTV system due to circumstances unknown to or beyond the control of the Insured.

#### [EN-027-08-16-v1b]

#### **Moveable Equipment Clause**

It is a condition of this insurance that:

- a) outside working hours:
  - (i) all items of automotive plant and equipment shall be secured either within the Buildings or within the secure yard area;
  - (ii) all items of automotive plant, automotive vehicles and similar equipment shall be parked not less than **six** metres from any type of combustible materials;
- b) when not attended, all items of automotive plant and equipment shall have ignition keys removed and where security devices/trackers/immobilisers are fitted these shall be enabled.

# [EN-029-08-16-v2]

#### **Battery Storage Clause**

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that all waste batteries shall be stored in closed metal or plastic bins situated at least **two** metres from the buildings and any combustible storage.

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#### [EN-039-03-15-v2]

#### Fire Detection, Sprinklers & Fire Extinguishing Appliances

It is a condition of this insurance in respect of the Perils of Fire and/or Explosion that the Insured:

- a) shall provide sufficient portable fire extinguishers on a scale of at least one per 200 sq.m. of building floor area, or alternatively fire hoses/hose reels covering all areas within the buildings:
  - (i) the quantity (capacity) of the extinguishing agent shall be at least 6kg per extinguisher;
  - (ii) the type(s) of extinguishers provided shall be suitable for the types of combustibles and equipment on the premises;
  - (iii) the extinguishers provided shall additionally include type(s) suitable for electrical and flammable liquid fires, which shall be readily accessible in the event of a fire involving electrical or mechanical plant and equipment or a flammable liquid fire;
- b) shall maintain the Fire Detection/Alarm/Sprinkler Systems and Fire Extinguishing Appliances in full working order during the currency of this Policy;
- shall maintain in force a maintenance agreement for these Systems and Appliances with an approved company;
- d) shall ensure Fire Extinguishing Appliances are readily accessible and are not blocked by storage or other moveable items.

Nevertheless, this Policy shall not be invalidated by any defects in the Systems or Appliances due to circumstances unknown to or beyond the control of the Insured.

#### [EN-040-09-15-v2]

#### Fire Detection & Alarm System

It is a condition of this insurance in respect of the Perils of Fire and/or Explosion that:

- (a) an automatic fire and/or smoke detection and alarm System shall be installed within the Buildings, giving an alarm audible throughout the premises in the event of fire in any of the building areas;
- (b) the System shall cover all areas of the Buildings where combustible waste or other combustible materials are stored, transferred, sorted, or processed;
- (c) the Insured shall maintain in force a maintenance agreement for the System with an approved company; and the System shall be maintained in full working order during the currency of this Policy.

Nevertheless, this condition shall not apply in respect of any defects in the System due to circumstances unknown to or beyond the control of the Insured.

#### [EN-052-04-15-v1]

#### **Fork Lift Truck Clause**

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that the Insured:

- a) shall not carry out electrical recharging or other refuelling of fork lift truck or similar goods conveying vehicles outside working hours;
- b) shall maintain a clear space separation of at least **two** metres between vehicles being electrically recharged and all combustible materials;
- c) shall carry out petrol, diesel or gas refuelling only outside buildings, or in a well-ventilated segregated area of the building at least **six** metres distant from all combustibles.

#### [EN-054-08-16-v2]

### **Secure Storage of Non-Ferrous Metals**

It is a condition of the insurance for the peril of Theft, that any stockpile of non-ferrous metal(s) to a value of over GBP 10,000 shall be kept after working hours within a secured locked building.

Such non-ferrous metal(s) shall be located such that their movement would be detected by motion detectors of the intruder alarm system. The intruder alarm system shall be connected to and monitored by a remote central station security service at all times outside normal working hours.

# [EN-055-08-16-v4]

### **Shredder Clause**

It is a condition of this insurance in respect of the perils of Fire and/or Explosion involving shredding machines at the insured location(s) that:

- a) The shredder(s) shall not be operated without an automatic fire suppression system fitted and in full working order;
- b) The fire suppression system shall include providing fire protection:
  - (i) inside the shredding compartment in the material input hopper(s) immediately upstream of the shredder blades, and
  - (ii) to the exit conveyor from the shredder(s);
- c) The shredder(s) shall not be used to shred tyres or crumb rubber from tyres;
- d) Outside working hours any combustibles, including all process(ed) waste, shall be removed to a distance of at least **five** metres from the shredder(s).

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#### [EN-072-08-17-v1]

#### **Waste Materials Received**

- a. The Insured shall maintain suitable procedures to record the type(s) of waste materials received from each supplier or customer in each consignment arriving at the specified insured Location(s).
- b. The Insured shall not contract with any supplier or customer to accept materials that the Insured recycles during the Policy period, other than material(s) consistent with the Business description as shown in the Schedule of this Policy.
- c. All items and materials received for recycling shall first be fully checked prior to their storage or further processing:
  - (i) Any closed boxes, bags and/or other containers of material received for recycling, shall first be opened or emptied and the contents fully checked prior to their storage or any further processing.
  - (ii) Any items or materials that are found to be other than those detailed in paragraph (b) above shall immediately be removed from further processing and placed in quarantined storage.
  - (iii) High hazard items/materials\*

Any items or materials found that may present a high fire risk or fire ignition source\* shall immediately be removed from further processing and placed in quarantined storage: in closed metal containers at least **five metres** from the Buildings or in a safe location in the open at least **ten metres** from the Buildings, and at least **two meters** from the perimeter of the premises.

- \* <u>Such items or materials</u> would include (but not be limited to):
  - cigarette lighters; aerosols; gas cylinders; fuel containers (with or without contents);
     flammable liquids; oils or grease;
  - fireworks; ammunition;
  - chemicals; fertiliser; refrigerants; cleaning agents; solvents; glues or adhesives;
  - tar; sealants; paint or varnish; paint stripper; paint rags;
  - pharmaceutical products; cosmetics; medicines;
  - batteries; fluorescent, halogen, mercury or LED bulbs or tubes; thermometers; toner cartridges;
  - fridges/freezers; television tubes;
  - tyres;
  - expanded polystyrene packaging; bean bags; polystyrene beads; foam plastic insulation (rigid or flexible);
  - mattresses;
  - any items/materials which are hot, smouldering or burning;

unless the processing of such items or materials is as expressly included within the Business description as shown in the Schedule of this Policy.

- d. All quarantined items/materials shall then be duly:
  - (i) despatched from the Insured premises for recycling elsewhere, or
  - (ii) returned to the customer or supplier who sent such items to the Insured for recycling.

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e. Management records shall be kept of all items and consignments received which are found to contain items or materials requiring quarantining as detailed in paragraph (c). above. Where repeated consignments of such items/materials are received from particular customers or suppliers, the Insured shall cancel the related contract(s) with those customers/suppliers and/or shall take such actions as may be necessary to prevent further consignments with such items/materials being sent by those customers/suppliers. The related management records and contract documentation shall be made available to the Insurers for inspection upon request.

