

27 September 2024

To whom it may concern

Dear Sirs

**CONFIRMATION OF INSURANCE – Cheshire TopCo Limited & SUBSIDIARY COMPANIES including Detectronic Ltd, QEMS Limited, Flotech Performance Systems Limited, Adler and Allan Holdings Limited, Adler and Allan Ltd, E&S Holdings Ltd, E&S Environmental Services Ltd, E&S Environmental Services Ltd t/as WES, OHES Environmental Ltd, AJ Bayliss, A+A Federal Services LLC, Cheshire Midco Limited, Cheshire Bidco Limited, AMGS Limited Alker Holdings Limited, Aqueous 1st Kwik Flow Ltd, Jet Aire DC Ltd, Adler and Allan Group Limited, Oil and Hazardous Environmental Services (Ireland) Ltd, Public Sewer Services Limited**

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

#### **PROFESSIONAL INDEMNITY INSURANCE**

**INSURERS:** Primary: Hiscox Insurance Company Limited  
First Excess: Talbot Underwriting Ltd & International General Insurance Company  
Second Excess: HCC International Insurance Company PLC & Berkshire Hathaway European Insurance DAC

**POLICY NUMBERS:** Primary: PL-PSC10002852487/05  
First Excess: B0509FINNA2450417  
Second Excess: B0509FINNA2450418

**PERIOD OF INSURANCE:** 1<sup>st</sup> October 2024 to 30<sup>th</sup> September 2025

**LOSS LIMIT:** GBP 10,000,000, or USD equivalent, in the annual aggregate, including defence costs

**DEDUCTIBLE:** GBP 100,000 each and every claim, including defence costs

**BUSINESS ACTIVITIES:** Contractor for emergency remediation and maintenance of



environmental incidents including contaminated land management, emergency plan writing, environmental site management audit, oil spill response planning, environmental permitting support, flood risk assessment, mechanical and electrical consultancy, pollution control, ports and harbour

We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and deductibles, are based upon information furnished to us by the client, which information we have not independently verified.

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

This letter shall be governed by and shall be construed in accordance with the law of England and Wales and any disputes as to its terms shall be submitted to the exclusive jurisdiction of the courts of England and Wales.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'RD', is written over a light grey rectangular background.

**Rowan Davies**  
**Client Executive**  
**For and on behalf of**  
**Marsh Ltd**