NEW HAMPSHIRE 3200734 10/1/94 - 9/30/96

LIABILITY - UMBRELLA 10/1/96
HANSON NEW HAMPSHIRE
3200734

0049-GLD-0000058119
GLD058119

ENDORSEMENT

This endorsement, effective 12:01 a.m. October 1, 1995 forms a part of Policy No. 32007374 issued to Hanson PLC by New Hampshire Insurance Company.

RIP & TEAR FOLLOW-FORM ENDORSEMENT

This insurance does not apply to Property Damage arising out of any of the following:

1. Any expenses incurred in removing concrete or concrete products from any structure or building die to defective concrete or due to improperly mixed, manufactured, poured, formed, cure or installed concrete;

2. Any expenses for replacing forms, reinforcements, piping or wiring that are destroyed during the course of removing defective concrete products; or

3. Any expenses for returning the structure of building to the condition that existed prior to the installation of concrete products.

However, if insurance for such Property Damage is provided by a policy listed in the Schedule of Underlying Insurance:

1. This exclusion shall not apply; and

2. The insurance provided by our policy will not be broader than the insurance coverage provided by the policy listed in the Schedule of Underlying Insurance.

All other terms and conditions remain unchanged.

Authorized Representative

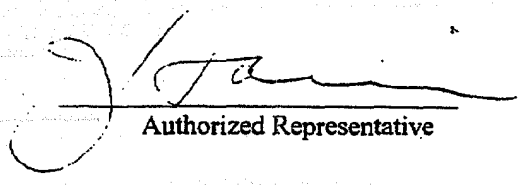
WAD1230/sc/Hanson97

ENDORSEMENT

This endorsement, effective 12:01 a.m. March 1, 1996 forms a part of Policy No. 32007374 issued to Hanson PLC by New Hampshire Insurance Company.

Effective March 1, 1996 Suburban Propane is deleted from the policy.

All other terms and conditions of this policy remain unchanged.



Authorized Representative

WAD1230/sc/Hanson97

ENDORSEMENT

This endorsement, effective 12:01 a.m. October 1, 1995 forms a part of Policy No. 32007374 issued to: Hanson PLC by New Hampshire Insurance Company.

PRIOR ACTS EXTENSION

With effect from 1st October 1995 this policy is extended to indemnify the insured against liability arising from any claim first made in writing against the insured on or after 1st October 1995 consequent upon

(a) Personal Injury resulting during the period from 9th January 1986 to 1st October 1991
(b) Property Damage
(c) Advertising Liability

in respect of which the Insured is unable to obtain indemnity (either in whole or in part) under any previous policy

Provided always that

(i) the failure of the Insured to obtain indemnity under any previous policy is due solely to the application of an Occurrence Reported Basis

(ii) for the purposes of this Policy all Bodily Injury and/or Property Damage to which this extension applies shall be regarded as having resulted during the Period of Insurance commencing 1st October 1995 regardless of the number of claims or the date on which such claims are made

(iii) such claim is notified to the Company in writing immediately on receipt by the insured

(iv) the company shall not be liable for any liability arising from any claim consequent upon any circumstances or occurrence which have/has been notified prior to the effective date of this extension under any previous policy

(v) nothing contained in this extension shall increase the liability of the Company under this Policy beyond the Limits of Indemnity

(vi) the following retentions apply:

9th January 1986 - 1st October 1991 $25,000,000 any one occurrence

(vii) Limits of Indemnity applying:

9th January 1986 - 1st October 1991 $5,000,000 any one occurrence and in the aggregate for products

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ENDORSEMENT

WARRANTY

On the effective date of this extension the Insured warrants that after inquiry the Insured has no knowledge of any circumstances or occurrence which might give rise to a claim under this extension.

DEFINITION

"an Occurrence Reported Basis" means any terms or conditions of the previous policy placed by Sedgwicks with A.E.I.A. (Policy No. to be advised)

ONE-OFF ADDITIONAL PREMIUM DUE

$25,000 in full

All other terms and conditions of this policy remain unchanged.

Authorized Representative

GLD058123
0049-GLD-000058123

ENDORSEMENT

This endorsement, effective 12:01 a.m. October 1, 1995 forms a part of Policy No. 32007374 issued to Hanson PLC by New Hampshire Insurance Company.

JOINT VENTURE ENDORSEMENT

It is understood and agreed that this policy responds 100% to the Drydock Builders' Enterprises Joint Venture which is a scheduled underlying program.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

WAD1230/sc/Hanson97

HANSON PLC

GLOBAL UMBRELLA LIABILITY
INSURANCE

FROM 1ST OCTOBER 1994
TO 30TH SEPTEMBER ~~1995~~ 96

GLD058125
0049-GLD-000058125

In consideration of the Insured having paid or agreed to pay the premium the insurance companies stated in the Schedule of Insurers which have hereto subscribed their names (hereinafter collectively referred to as the Company) will provide the insurance detailed in this Policy subject to the terms exceptions limits and conditions

The proposal or any information supplied by the Insured in connection with this insurance shall be incorporated in the contract

For and on behalf of the Company



Authorised Representative

GLD058126
0049-GLD-000058126

POLICY SCHEDULE

Policy Number:	3200675894.
Insured:	Hanson Plc and all Subsidiary and/or Associated Companies.
Address:	1 Grosvenor Place London SW1X 7JH
Business:	All activities which the Insured is legally empowered to undertake.
Policy Territory:	This Policy applies to Personal Injury Property Damage or Advertising Liability occurring anywhere in the world
Period of Insurance:	(a) From 1st October 1994 to 30th September 1995 both days inclusive (b) Any subsequent period with effect from 1st October 1995 for which the Insured and the Company shall have agreed to renew this policy
Limit of Indemnity:	US$25,000,000 any one Occurrence US$25,000,000 in any one Period of Insurance in respect of liability arising from the Products Hazard and the Completed Operations Hazard in excess of Underlying policies listed in the Schedule of Underlying Insurance
Aggregate Limit of Indemnity:	US$25,000,000 in any one Period of Insurance.
Self Insured Retention:	US$25,000 any one Occurrence. Insurers to attach in excess of underlying limits as attached in schedule of underlying (Follow form)
First Premium:	US$411,764 in full.

LIRMA AIG

GLD058127

0049-GLD-000058127

INSURING AGREEMENTS

I. Coverage

To indemnify the Insured for that portion of the Ultimate Net Loss in excess of the retained limit as hereinafter defined which the Insured shall become legally obligated to pay as damages for liability imposed on the Insured by law or liability assumed by the Insured under contract because of

(i) Personal Injury or
(ii) Property Damage or
(iii) Advertising Liability

as defined herein caused by an Occurrence during the currency of this Policy within the Policy Territory in connection with the Business

II. DEFENCE SETTLEMENT SUPPLEMENTARY PAYMENTS

The provisions of this Insuring Agreement apply solely to Occurrences covered under this policy but not covered by any underlying policies listed in the Schedule of Underlying Insurance or any other underlying insurance providing coverage to the Insured This Insuring Agreement shall also apply to Occurrences not covered by any underlying insurance due to exhaustion of any aggregate limits by reason of any losses paid thereunder

The Company shall

(a) defend any suit against the Insured alleging liability insured under the provisions of this policy and seeking recovery for damages on account thereof even if such suit is groundless false or fraudulent but the Company shall have the right to make such investigation and negotiation and settlement of any claim or suit as may be deemed expedient by the Company

(b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable Limit of Indemnity of this policy all premiums on appeal bonds required in any such defended suit but without any obligation to apply for or furnish such bonds all costs taxed against the Insured in any such suit all expenses incurred by the Company and all interest accruing after entry of judgement until the Company has paid tendered or deposited in court that part of the judgement as does not exceeds the Limit Indemnity hereon

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(c) reimburse the Insured for all reasonable expenses incurred at the Companys request (including actual loss of wages or salary but not loss of other income not to excess $75 per day) because of the Insureds attendance at hearings or trials at such request

The total amount payable by the Company under Insuring Agreements I and II shall not exceed the Limit of Indemnity stated in the Policy Schedule and such Defence Costs and Supplementary Payments shall be included as part of the Ultimate Net Loss

The Insured shall promptly reimburse the Company for any amount of Ultimate Net Loss paid on behalf of the Insured within the Self Insured Retention specified in the Policy Schedule

Insuring Agreement I and II shall cease to apply after the applicable Limit of Indemnity has been exhausted

RETAINED LIMIT

(A) The Company shall be liable only for that portion of the Ultimate Net Loss excess of the Insureds Retained Limit defined as either

(1) the total of the applicable limits of the underlying policies listed in the Schedule of Underlying Insurance hereof and the applicable limits of any underlying insurance providing coverage to the Insured or

(2) the Self Insured Retention stated in the Policy Schedule as a result of any one Occurrence not covered by such underlying policies or insurance

any then up to an amount not exceeding the Limit of Indemnity stated in the Policy Schedule as the result of any one Occurrence

(B) In the event of reduction or exhaustion of the aggregate limit of indemnity under the underlying policies listed in the Schedule of Underlying Insurance by reason of losses paid thereunder during this Period of Insurance this policy shall subject to its terms and conditions and the Limit of Indemnity stated in the Policy Schedule

(1) in the event of reductions pay excess of the reduced underlying insurance or

(2) in the event of exhaustion of the underlying limits of indemnity continue in force as underlying insurance

(C) There is no limit to the number of Occurrences during the Period of Insurance for which claims may be made except that the Companys total Limit of Indemnity arising out of the Products Hazard or the Completed Operations Hazard or both combined shall not exceed the Limit of Indemnity stated in the Policy Schedule as respect all Occurrences during each Period of Insurance commencing with the effective anniversary date of this policy

In those cases where the underlying insurance listed in the Schedule of Underlying Insurance contains coverage(s) which are subject to an Aggregate Limit of Liability for all insured damages the Company's liability shall likewise be limited to the Aggregate Limit of Indemnity stated in the Policy Schedule with respect to all Occurrences during each Period of Insurance while this period is in force commencing from its effective date. The Aggregate Limit of Indemnity stated in the Policy Schedule shall apply separately to each underlying insurance coverage which carries an aggregate limit in the policy

(D) For the purpose of determining the Limit of Indemnity all Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence. With respect to Advertising Liability all damages involving the same injurious material or act regardless of the frequency or repetition thereof the number and kind of media used and the number of claimants shall be deemed to arise out of one Occurrence

EXCLUSIONS

This policy shall not apply

(A) to any obligation for which the Insured or any carrier as his insurer may be held liable under any Workers Compensation Unemployment Compensation or Disability Benefits Law or under any similar law

(B) to any obligation which the Insured may be liable under no fault benefits or uninsured motorists law

(C) to the loss of use of tangible property which has not been physically injured or destroyed resulting from

(i) a delay in or lack of performance of any contract or agreement by or on behalf of the Insured or

(ii) the failure of the Insureds Products or work performed by or on behalf of the Insured to meet the level of performance quality fitness or durability warranted or represented by the Insured but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Insureds Products or work performed by or on behalf of the Insured after such products or work have been put to use by any person or organisation other than an Insured

(D) To Property Damage to

(i) the Insureds Products arising out of such products or any part of such products

(ii) work performed by or on behalf of the Insured arising out of the work or any portion thereof or out of material parts or equipment furnished in connection therewith

(iii) property belonging to the Insured or held in trust by or borrowed rented leased or hired for use by the Insured but this exclusion shall not apply to

(a) the personal effects (including vehicles and their contents) of directors employees and visitors

(b) buildings or their contents temporarily occupied by the Insured for the purpose of carrying out work therein or thereon

(c) premises (or fixtures and fittings therein) hired rented leased or lent to the Insured providing always that no indemnity shall be provided in respect of such loss or damage if the liability is assumed by the Insured under a tenancy or other agreement and would not have attached in the absence of such agreement

(iv) Aircraft or Watercraft rented to used by or in the custody or control of the Insured

(E) to damages claimed for the withdrawal inspection repair replacement or loss of use of the Insureds Products or work completed by or for the Insured or of any property of which such products or work from a part if such products work or property are withdrawn from the market or from use by anyone because of any known or suspected defect or deficiency therein

(F) to Personal Injury or Property Damage arising out of the ownership maintenance operation use charter loading or unloading of

(i) any Watercraft

(ii) any Aircraft owned by the Insured or rented to the Insured

(G) (a) Under coverage's 1(i) and 1(ii) to Personal Injury or Property Damage

(i) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability

OR

(ii) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organisation is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or (2) the Insured is or had this policy not been issued would be entitled to indemnify from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organisation

(b) under any Medical Payments Coverage or under any Supplementary Payments provision relating to immediate medical or surgical relief for expenses incurred with respect to bodily injury sickness disease or death resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organisation

(c) under any Liability Cover to Personal Injury or Property Damage resulting from the hazardous properties of nuclear material if

(i) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an insured or (2) has been discharged or dispensed therefrom

(ii) the nuclear material in contained in spent fuel or waste at any time possessed handled used processed stored transported or disposed of by or on behalf of an Insured or

(iii) the Personal Injury or Property Damage arises out of the furnishing by an Insured of services material parts or equipment in connection with the planning construction maintenance operating or use of any nuclear facility but if such facility is located within the United States of America its territories or possessions of Canada this exclusion (iii) applies only to injury to or destruction of property at such nuclear facility

(d) as used in this exclusion

- "hazardous properties" include radioactive toxic or explosive properties
- "nuclear material" means source material special nuclear material or by-product material

- "source material" "special nuclear material" and "by-product material" have meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

- "spent fuel" means any fuel element or fuel component solid or liquid which has been used or exposure to radiation in a nuclear reactor

- "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organisation of any nuclear facility included within the definition of nuclear facility under paragraph (i) or (ii) thereof

"Nuclear Facility" means

(i) any nuclear reactor

(ii) any equipment or device designed or used for (1) separating the isotopes or uranium or plutonium (2) processing or utilising spent fuel or (3) handling processing or packaging wastes

(iii) any equipment or device used for the processing fabricating or alloying of the special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof or more than 250 grams of uranium 235

(iv) any structure basin excavation premises or place prepared or used for the storage or disposal of waste and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used for such operations

- "Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material

- "Property Damage" includes all forms of radioactive contamination of property

(H) to any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

(I) under advertising Liability to claims made against the Insured

(i) for failure of performance of contract

(ii) for infringement of trade-mark or trade name

(iii) for incorrect description of any article or commodity

(iv) for mistake in advertised prices

(J) legal liability arising form advice design or specification provided for a fee by the Insured and not connected with the supply or intended supply of the Insureds Products but this Exception does not apply to the rendering of or failure to render professional medical advice treatment or service at or in the vicinity of the Insured's premises by Medical Persons employed by the Insured buy only in circumstances where emergency medical treatment is required following an accident sudden illness or the like

(K) (i) (1) to Personal Injury or Property Damage directly or indirectly caused by seepage pollution or contamination

(2) to the cost of removing nullifying or cleaning up seeping polluting or contaminating substances

(3) fines penalties punitive or exemplary damages arising therefrom

in respect of any claim judgement award or settlement made in any country or territory which operates under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgement award or settlement whether in whole or in part

(ii) (1) to Personal Injury or Property Damage directly or indirectly caused by seepage pollution or contamination provided always that this paragraph (ii) shall not apply to Personal Injury or Property Damage where such seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of Insurance

(2) the cost of removing nullifying or cleaning up seeping polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of Insurance

(3) fines penalties punitive or exemplary damages arising therefrom

This paragraph (ii) shall not extend the Policy to cover Personal Injury or Property Damage which would not have been covered under this Policy had this paragraph (ii) not been attached and shall not apply where paragraph (i) is applicable

(L) The publication or utterance of a libel or slander

(a) made prior to the effective date of this insurance

OR

(b) made at the direction of the Insured with knowledge of the falsity thereof

(M) Personal Injury sustained by any Employee arising out of and in the course of employment of that Employee by the Insured except in respect of

(i) any amount in excess of any limits applicable under any policy listed in the Schedule of Underlying Insurance

(ii) subrogation rights exercised against the Insured by any State Social Security or similar scheme

(N) Personal Injury or Property Damage arising out of Aircraft Products and Completed Operations or reliance upon any representation or warranty made with respect thereto nor to any liability arising out of the Grounding of any Aircraft

(O) indemnity to a vendor included under Definition (A)(h) in respect of liability arising from

(i) any physical or chemical change in the form of the product made intentionally by the vendor

(ii) repacking unless unpacked solely for the purpose of inspection demonstration testing or substitution of parts under instruction from the manufacturer and then repacked in the original container

(iii) Insured's Products which after distribution or sale by the Insured have been labelled or relabelled or used a container part or ingredient of any other thing or substance by or for the vendor

(iv) the fault or negligence of the vendor

(v) demonstration installation servicing of repair operations except such operations performed at the vendors premises in connection with the sale of the Insureds Product

(P) to Personal Injury claims arising out of the following

(i) a past present or prospective Employee of the Insured arising from any employment action practice or policy of the Insured including but not limited to that of hiring or firing promotion or demotion performance evaluation compensation disciplinary action retirement layoff or transfer or

(ii) any relative or member of the family of that past present or prospective employee as a consequence of (i) above

(Q) to Property Damage Personal Injury occupational disease at any time arising out of the manufacture of mining of use of sales of installation of removal of distribution of or exposure to asbestos products asbestos fibres or asbestos dust or to any obligation of the Insured to indemnify any party because of damage arising out of such Property Damage Personal Injury or occupational disease at any time as a result of the manufacture of mining of use of sales of installation of removal of distribution of or exposure to asbestos products asbestos fibres or asbestos dust in respect of any claim judgement award or settlement made in any country or territory which operates under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgement award or settlement whether in whole or in part

It is further understood and agreed that the Company is not obligated to defend any suit or claim against the Insured alleging Property Damage Personal Injury or occupation disease and seeking damages if such suit or claim arises from Property Damage Personal Injury or occupational disease resulting from or contributed to by any and all manufacture of mining of use of sales of installation of removal of distribution of or exposure to asbestos products asbestos fibres or asbestos dust

(R) to any obligations incurred or imposed upon the Insured under the Employee Retirement Income Security Act of 1974 Public Law 93-406 and any law amendatory thereof

(S) to Personal Injury or occupation disease including but not limited death addiction or the contraction aggravation or exacerbation of any disease sickness injury or disorder of the body alleged to have been caused by tobacco or tobacco products nicotine or nicotine products manufactured processed sold or supplied by the Insured

(T) under Completed Operations to Personal Injury or Property Damage arising out of

(1) operations in connection with the transportation of property unless the Personal Injury or Property Damage arises out of a condition in or on a vehicle created by the loading or unloading thereof

(2) the existence of tools uninstalled equipment or abandoned or unused materials

DEFINITIONS

When used in this policy (including endorsements or memoranda forming a part hereof)

(A) Persons Insured means each of the following to the extent set forth below

(a) (1) the Insured stated in the Policy Schedule

(2) any additional companies that become subsidiaries or owned or controlled companies of said Insured providing notice is given to the Company with sixty (60) days thereof

(b) any partnership or joint venture only to the extent of the Insured's interest in such partnership or joint venture

(c) any person organisation trustee or estate to whom or to which the Insured is obligated by virtue of a written contact to provide insurance such as is afforded by this policy but only with respect to operations by or on behalf of the Insured or to the facilities of or used by the Insured

(d) subject to the terms and conditions of this policy any additional Insured included in the underlying insurance but only to the extent that insurance is available to such additional Insured under such underlying insurance

(e) except with respect to ownership maintenance or use including loading or unloading of any automobiles or aircraft any partner executive officer director or Employee of the Insured while acting in his capacity as such and any organisation or proprietor with respect to real estate management for the Insured

(f) any person while using any automobile owned by the Insured or any automobile loaned to the Insured or hired for use on behalf of the Insured any legally responsible for the use thereof provided the actual use thereof is with the permission of the Insured and any executive officer director or of the Insured with respect to the use of an automobile not owned by the Insured in the business of the Insured The insurance with respect to any person or organisation other than the Insured does not apply under this clause

(1) to any person or organisation, to any agent or employee thereof operating an automobile sales agency repair shop service station storage garage or public parking place with respect to an Occurrence arising out of the operation thereof

(2) with respect to any automobile hired by or loaned to the Insured to the owner or lessee thereof other than the Insured or to any agent or employee of such owner of lessee

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's Limit of Indemnity

(g) at the request of the Insured named in the Policy Schedule directors or Employees of the Insured and any member of their family or persons normally resident with then whilst travelling outside their usual country of residence in connection with the Business or any related holiday period

(h) Any vendor of the Insureds Products where the Insured has agreed to indemnify the vendor in respect of liability for Personal Injury or Property Damage arising from the Insureds Products provided that such a vendor shall observe fulfil and be subject to the terms exceptions limits and conditions of this policy so far as they can apply

(i) In the event of the death of any Persons Insured defined herein any personal representative of such Persons Insured in respect of liability insured by the Insured

(j) The Insureds canteen social sports and welfare organisations and first aid fire and ambulance services including any officer member committee member and voluntary helper both jointly and severally in their respective capacity as such

(B) Employee shall mean any person under a contract of service or apprenticeship with the Insured which shall include

(a) any Labour Master or Labour only Sub-Contractor or persons supplied by any of them
(b) self-employed persons
(c) any person hired or borrowed by the Insured from another employer
(d) persons under work experience study and/or training schemes

working for the Insured in connection with the Business

(C) Business shall include

(a) the provision of catering social sports and welfare facilities for Employees and/or ex Employees and/or their families and/or guests

(b) the provision of fire first aid medical ambulance and security services

(c) the provision of car parks

(d) private work carried out with the consent of the Insured by an Employee for a director or partner or Employee of the Insured

(e) the ownership occupation and maintenance of premises

(f) participation in exhibitions

(D) Personal Injury shall mean

(a) bodily injury sickness disease death including resulting therefrom shock fright mental anguish and mental injury

(b) false arrest false imprisonment wrongful eviction wrongful detention malicious prosecution and humiliation

(c) libel slander defamation of character or invasion of right of privacy unless arising out of Advertising Liability

(d) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property

which occurs during the Period of Insurance

(E) Property Damage shall mean

(1) physical injury to or destruction of tangible property which occurs during the Period of Insurance including loss of use thereof at any time therefrom or

(2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence during the Period of Insurance

(F) Advertising Liability shall mean liability for damage because of

(a) unintentional libel slander or defamation of character

(b) infringement of copyright or title or of a slogan

(c) piracy or unfair competition or idea misappropriation under an implied contract

(d) invasion of the rights of piracy

committed or alleged to have been committed during the Period of Insurance in any advertisement publicity article broadcast or telecast and arising out of the Insureds advertising activities

(G) Products Hazard includes Personal Injury and Property Damage arising out of the Insures Products or reliance upon a representation or warranty with respect thereto but only if the Personal Injury or Property Damage occurs away from premises owned by or rented to the Insured and after physical possession has been relinquished to others

(H) Insureds Products means services goods or products manufactured repaired serviced altered constructed erected treated installed processed stored disposed handled sold supplied hired out transferred or distributed by the Insured or by others trading under the Insureds name including any container packaging labels instructions for use or reliance on a representation or warranty with respect thereto

(I) Completed Operations includes Personal injury and Property Damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto but only if the Personal Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Insured Operations include materials parts or equipment furnished in connection therewith

Operations shall be deemed completed at the earliest of the following times

(a) when all operations to be performed by or on behalf of the Insured under the contract have been completed

(b) when all operations to be performed by or on behalf of the Insured at the site of the operations have been completed

(c) when the portion of the work out of which the Personal Injury or Property Damage arises has been put to its intended use by any person or organisation other than another contractor or sub-contractor engaged in performing operations for a principal as part of the same project

Operations which may require further service or maintenance work or correction repair or replacement because of any defect or deficiency but which are otherwise complete shall be deemed completed

(J) Occurrence - With respect to Personal Injury and Property Damage the term Occurrence means an event including continuous or repeated exposure to conditions which result in Personal Injury or Property Damage during the Period of Insurance neither expected nor intended from the standpoint of the Insured All Personal Injury or Property Damage arising out of the continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one Occurrence

(K) Ultimate Net Loss - The term Ultimate Net Loss shall mean the total sum which the Insured or any company as its insurer or both become obligated to pay by reason of Personal Injury Property Damage or Advertising Liability claims either through adjudication or compromise plus costs and expenses incurred under Insuring Agreement II Defence Settlement Supplementary Payments and shall also include hospital medical and funeral charges and all sums paid or payable as salaries wages compensation fees charges interest expenses for doctors nurses and investigators and other persons and for settlement adjustment investigation and defence of claims and excluding only the salaries of the Insured or any of the underlying Insurers permanent employees

The liability of the Company for costs and expenses as aforesaid shall be limited to that proportion which the amount payable under this policy excluding such costs and expenses bears to the total sum payable under all contributing policies

(L) Medical persons means medical doctors medical nurses and dentists

(M) Aircraft Products and Completed Operations means

(1) Aircraft (including missiles or space craft and ground support or control equipment used therewith) and any other goods or products manufactured sold handled or distributed by the Insured or any services provided or recommended by the Insured or by others trading under his name for use in the manufacture repair operation maintenance or use of any Aircraft and

(2) any articles furnished by the Insured and installed in Aircraft or used in connection with aircraft or for spare parts for Aircraft including ground handling tools and equipment and also means training aids instructions manual blueprints engineering or other data engineering or other advice and labour relating to such Aircraft or articles

Grounding shall mean the withdrawal of one or more Aircraft for the flight operations or the imposition of speed passenger or load restrictions on such Aircraft by reason of the existence of or alleged or distributed by the Insured or manufactured assembled or processed by any other person or organisation according to specifications plans suggestions orders or drawings of the Insured or with tools machinery or other equipment furnished to such persons or organisations by the Insured whether such Aircraft so withdrawn are owned or operated by the same or different persons organisations or corporations

Grounding shall be deemed to commence on the date of an accident or Occurrence which discloses such condition or on the date an Aircraft is first withdrawn from service on account of such condition whichever occurs first

(N) Aircraft shall mean aircraft or airborne device

(O) Watercraft shall mean any mechanically propelled waterborne vessel

CONDITIONS

This policy and Policy Schedule (including any Policy Schedule issued in substitution) and any Memoranda shall be considered one document any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

1. **Premium** If any part of the premium is calculated on estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record The Insured shall within one month from the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require The premium for such period shall thereupon be adjusted and the difference paid by or allocated to the Insured as the case may be

2. **Prior Insurance and Non-Cumulation of Liability** It is agreed that if any loss is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the Companys Limit of Indemnity as stated in the Policy Schedule shall be reduced by any amounts due to the Insured on account of any such loss under such prior insurance

3. **Severability of Interest** In the event of claims being made by reason of Personal Injury Property Damage or Advertising Liability suffered by one Insured herein for which another Insured herein is or may be liable this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured herein Nothing contained herein shall operate to increase the Companys Limit of Indemnity as set forth in the Policy Schedule

4. **Notice of Occurrence** Whenever the Insured has information from which the Insured may reasonably conclude that an Occurrence covered hereunder involved injuries or damages which in the event that the Insured should be held liable is likely to involve this policy notice shall be sent to the Company or to any authorised agent of the Company as soon as is reasonable possible Notice to any authorised agent shall be deemed to the Company

5. **Inspection and Audit** The Company shall be permitted but not obligated to inspect the Insureds property and operations at any time. Neither the Companys right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe. The Company may examine and audit the Insureds books and records at any time during the policy and extensions thereof and within three (3) years after the final termination of this policy as far as they relate to the subject matter of this insurance

6. **Maintenance of Underlying Insurance** The policy of policies referred to in the attached Schedule of Underlying Insurances and any renewal or replacement thereof not more restrictive shall be maintained by the Insured in full effect during the currency of this policy without alteration of terms or conditions except for any reduction of the aggregate limit or limits contained therein solely by payment of claims. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure the Company shall only be liable to the same extent as it would have been had the Insured so maintained such policy or policies

7. **Assistance and Cooperation** Except as provided by the Insuring Agreement II Defence Settlement Supplementary Payments the Company shall not be called upon to assume charge of the settlement of defence of any claim made or suit brought or proceedings instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insureds underlying insurer or both in the defence and control of any claim suit or proceeding relative to any Occurrence where the claim or suit involves or appear reasonably likely to involve the Company in which event the Insured the underlying insurers and the Company shall cooperation all things in the defence of such claim suit or proceeding

8. **Appeals** In the event the Insured or the Insureds underlying insurer(s) elects not to appeal a judgement in excess of the underlying limits the Company may elect to make such appeal at its own cost and expense and shall be liable for the taxable costs and disbursements and interest incidental thereto but in no event shall the liability of the Company for the Ultimate Net Loss exceed the sum set forth in the Limit of Indemnity in the Policy Schedule for any one Occurrence plus the cost and expense of such appeal

9. **Other Insurances** If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered hereunder this insurance shall be excess of and shall not contribute with such other insurance. Excess insurance over the Limits of Indemnity expressed in this policy is permitted without prejudice to this insurance and the existence of such insurance shall not reduce any liability under this policy

10. **Application of Salvages - Subrogation** All salvages recoveries or payments recovered or received subsequent to a loss settlement under this insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Company provided always that nothing in this clause shall be construed or mean that losses under this insurance are not recoverable until the Insureds Ultimate Net Loss has been finally ascertained In as much as this policy is Excess Coverage the Insureds right of recovery against any person or other entity cannot always be exclusively subrogated to the Company It is therefore understood and agreed that in case of any payment hereunder the Company shall act in concert with all other interests (including the Insured) concerned in the exercise of such rights of recovery The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder shall first be reimbursed up to the amount paid by them the Company shall then be reimbursed out of any balance then remaining up to the amount paid hereunder lastly the interests (including the Insured) of whom this coverage is excess are entitled to claim the residue if any Expense necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned in the ratio of their respective recoveries as finally settled

11. **Changes** Notice to or knowledge possessed by any person shall not affect a waiver or change in any part of this policy or stop the Company from asserting any rights under the terms of this policy nor shall the terms of this policy be waived or changed except by endorsement issued to form a part hereof signed by an authorised representative of the Company

12. **Assignment** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon if however the Insured shall be adjudged bankrupt or insolvent this policy shall cover the Insureds legal representative as an Insured provided that notice of cancellation addressed to the Insured named in the Policy Schedule and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy

13. **Cancellation** This policy may be cancelled by the Insured by surrender thereof to the Company or any of its authorised agents or by mailing to the Company or any of its authorised agents written notice stating when thereafter such cancellation shall be effective The policy may be cancelled by the Company by mailing to the Insured at the address shown in the Policy Schedule written notice stating when not less than sixty (60) days thereafter ten (10) days with respect to cancellation for non-payment of premium such cancellation shall be effective Proof of mailing of notice as aforesaid shall be sufficient proof of notice The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance Delivery of such written notice either by the Insured of by the Company shall be equivalent to mailing If the Insured cancels earned premium shall be computed in accordance with the customary short rate table procedure If the Company cancels earned premium shall be computed pro rata In the event of such cancellation the earned premium shall in no case be less than the annual premium stated in the Policy Schedule subject to the policy minimum premium also stated in the Policy Schedule

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter The cheque of the Company or its representative mailed or delivered shall be sufficient tender of any refund due the Insured

If this policy insures more than one Insured cancellation may be effected by the first of such Insureds for the account of all Insureds the notice of cancellation by the Company to such first Insured shall be notice to all Insureds Payment of any unearned premium to such first Insured shall be for the account of all interests in such payment

14. **Bankruptcy and Insolvency** In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured the Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency

15. **Insured** The Insured in the Policy Schedule shall be responsible for payment of all premiums and shall act on behalf of all other Insureds with respect to the giving and receiving of notice of cancellation and the receipt of any return premium that may become payable under this policy

16. The Insured shall take reasonable precautions to prevent any Occurrence which may give rise to liability under this Policy

17. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company except at the Insureds own cost The Company shall be entitled to conduct in the name of the Insured the defence or settlement of any claim and shall have sole discretion in the conduct of any proceedings and in the settlement of any claim save as hereinafter provided in Conditions 19 and 20

18. The Company shall be entitled to pursue for their own benefit in the name of the Insured any rights against parties other than the Insured resulting from claims under this Policy

19. The Insured shall give all such assistance to deal with claims and conduct of legal proceedings arising therefrom as the Company and/or their legal advisors and consultants may reasonably require The choice of Counsel is to be agreed by the Insured and the Company

20. (i) In connection with any claims the Insured the Company may at any time pay to the Insured the Limits of Indemnity or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for Legal Costs which the Company have already agreed to bear in respect of matter prior to the date of such payment

(ii) The Company shall give to the Insured notice of the Companys intention to settle any claims in accordance with the provisions of (i) above whether by payment of the Limit of Indemnity or otherwise If having been given such notice the Insured shall then refuse to consent to the settlement proposed by the Company and shall elect to have such claims dealt with in any other manner the liability of the Company for those claims (including Legal Costs) shall be limited to

(a) the amount for which the Company would have been liable had the Insured consented to such settlement or

(b) the amount for which such claims are finally settled including Legal Costs

whichever is the less

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Memoranda attaching to and forming part of Policy No. 3200675894 in the name of Hanson Plc and all Subsidiary and/or Associated companies

1. Motor Contingent Liability

The Company will indemnify the Insured in respect of Personal Injury or Property Damage arising out of the use by an Employee or director of the Insured of any mechanically propelled vehicle not the property of the Insured and when such vehicle is being used in connection with the Business provided always that the Company will not be liable

(a) in respect of Property Damage to any such vehicle and

(b) for amount recoverable if the Insured is entitled to an indemnity under any other insurance (which insurance shall be maintained in force)

2. Excess Motor Liability

The policy shall apply to any Personal Injury and Property Damage excess beyond the amount payable under any primary motor insurance policy provided that .

(a) valid and collectable primary motor insurance policies be maintained in force during the Period of Insurance in respect of all the Insureds vehicles whilst being used in circumstances where the Insured is obliged to arrange compulsory motor insurance The minimum limit under such primary insurance will be US$250,000 (or local currency equivalent) or compulsory limits whichever is the greater except where a vehicle has been hired or leased for use by an Employee of the Insured primarily for the purpose of the business of the Insured in which case this policy will apply in excess of the limits of indemnity provided by the hire companys motor insurance policy

(b) the indemnity under this clause shall be subject to the same terms conditions and warranties as the primary motor insurance policies

(c) the maximum liability of the Company under this clause shall be the difference between the limit under the applicable primary policy and the Limit of Indemnity stated in the Policy Schedule

(d) The Company shall not be liable in respect of Property Damage to any such vehicle

3. **S.C.M. Maryland Facility**

Notwithstanding anything contained in this policy to the contrary it is understood and agreed that Exclusion (K) shall not apply in respect of automobile accidents on the Francis Scott Key bridge resulting from emissions from the operations at the S.C.M. Maryland Facility

4. **Insurance Company Endorsement**

It is understood and agreed that such coverage as is afforded by this policy shall not apply to

A) Personal Injury or Property Damage to or arising out of any property held in care custody or control of the Insured while the Insured is acting in any fiduciary capacity

B) Property Damage to money currency coin bank notes postage and revenue stamps US savings stamps bullion precious metals of all kinds and any form and articles made therefrom jewellery watches necklaces bracelets gems previous and semi-precious stones bonds securities evidence of debts debentures scrip certificates receipts warrants rights transfers coupons drafts bills of exchange acceptances notes checks withdrawal orders money orders travellers letters of credit bills of lading abstracts of title insurance policies deeds mortgages upon real estate and/or upon chattels and upon interest therein and assignment of such policies mortgages and instruments and other valuable papers and documents and all other instruments similar to or the nature of the foregoing

C) any liability arising out of any act error mistake or omission of any Insured any agent or sub-agent of any Insured while acting in a fiduciary capacity

D) any liability assumed by any Insured or agent or sub-agent of any Insured under any insurance binder or contract of insurance suretyship or reinsurance

E) any liability resulting from any error mistake or omission committed or alleged to have been committed by any Insured or any person for whom the Insured is legally responsible and arising out of

(1) the writing or failure to write any contracts of insurance, suretyship or reinsurance

(2) any consulting or insurance agent or broker activities

(3) the operations of any investment loan or real estate departments

(4) any inspections engineering or safety engineering services

(5) any data processing or computer services

(F) any liability arising out of the handling of claims

5. **Mining Limitation Endorsement**

It is agreed that in respect of Peabody Holdings no coverages under this Policy apply to occurrences arising out of

1. a) damage to or destruction of underground property

b) the increased cost of reducing any underground property to physical possession above the surface of the earth or to the expense required to prevent or reduce loss of or damage to property resulting from acts or omissions causing underground damage

The term underground property as used in the endorsement means oil gas or other mineral substances including any title interest or estate therein which at the time of the acts or omissions causing loss of damage to or destruction of such substance or loss impairment or reduction in the value of such title interest or estate has not been reduced to physical possession above the earths surface This term also means any well hole formation strata or area beneath the surface of the earth in or through which exploration for or production of any such substances is carried on or casing pipe bit tool pump or other drilling or well servicing machinery or equipment which is located in any such well or hole beneath the earths surface at the time of the accident causing damage or destruction

2. Seepage Pollution or Contamination

3. Costs of restoration reclamation back-filling planting covering or other modification of mine working high walls spoil banks haulage ways or streams

4. Except insofar as coverage is available to the Insured in the underlying insurance as set forth in the Schedule of Underlying Insurance of the Policy this Policy shall not apply under section 1(b) of this memorandum to

A) damage to or destruction of any property arising out of

1) blasting or explosion other than the explosion of air or steam vessels piping under pressure prime movers machinery or power transmitting equipment or

2) the collapse of or structural damage to any building or structure due to

(aa) grading of land excavation borrowing filling or back-filling tunnelling pile driving cofferdam work or caisson work or

(bb) to moving shoring underpinning raising or demolition of any building or structure or removal or rebuilding of any structural support thereof

B) damage to or destruction of wires conduits pipes mains sewers tanks tunnels any similar property and any apparatus in connection therewith beneath the surface of the ground or water caused by and occurring during the use of mechanical equipment for the purpose of grading land paving excavating drilling bowing filling back-filling or pile driving or to damage to or destruction or property at any time resulting therefrom

6. Named Perils Pollution Endorsement

Notwithstanding anything contained in this Policy to the contrary it is agreed that in respect of Peabody Holdings Exclusion (K)(i) is replaced by the following

(1) To Personal Injury or Property Damage arising out of the actual alleged or threatened discharge dispersal release or escape of pollutants

a) at or from premises currently owned rented or occupied by the Insured or that the Insured formerly owned rented or occupied

b) at or from any site location used by or for the Insured or others from the handling storage disposal processing or treatment of waste material

c) which are at any time transported handled stored treated disposed of or processed as waste by or for the Insured or any person or organisation for whom the Insured may be legally responsible or

d) at or from any site or location on which the Insured or any contractors or subcontractors working directly or indirectly on the Insureds behalf are performing operations

(i) To test for monitor clean up remove contain treat detoxify or neutralise the pollutants or

(ii) If the pollutants are brought on or to the site or location by or for the Insured

(2) Any loss cost or expense arising out of any government direction or request that the Insured test for monitor clean up remove contain treat detoxify or neutralise pollutants

Pollutants means any solid liquid gaseous or thermal irritant or contaminant including smoke vapour soot fumes acids alkalis chemicals and waste material Waste material includes materials which are intended to be or have been recycled reconditioned or reclaimed

Provided however that this exclusion does not apply to Personal Injury or Property Damage arising from the Products Hazard and Completed Operations Hazard not to such discharge dispersal release or escape directly caused by hostile fire explosion vandalism and malicious lightning windstorm or upset or collision of a motor vehicle and Dam Breach

7. Occupation Disease Exclusion

It is agreed that in respect of Peabody Holdings this Policy shall not apply to any liability of or claims made against the Insured for any sickness or disease or death resulting therefrom to any Employees of Peabody Holdings arising out of and in the course of the Employees employment by Peabody Holdings or to any obligation of Peabody Holdings to indemnify another because of liability arising out of such sickness disease or death resulting therefrom as respects coal related diseases

8. Drop Down Endorsement

The liability of the Company shall not be increased by the refusal or inability of the Insured to pay the Self Insured Retention or retained limit or by the refusal or inability of any underlying insurer to pay whether by reasons of insolvency bankruptcy or otherwise

9. **Follow Form**

It is hereby noted and agreed that in respect of liability of the Insureds subsidiary companies outside of the United States of America and/or Canada coverage afforded under this policy shall follow the terms and conditions of Eagle Star Insurance Company Limited Policy No.65005634 in the name of Hanson Plc and/or Subsidiary Companies where indemnity is provided by such policy but subject always to Exclusions (F) (K) (M) (N) and (Q)

10. **Cross Suits Endorsement**

It is agreed that in respect of the Insureds Subsidiary Peabody Holding the coverage afforded by this policy does not apply to a claim for damages arising out of Personal Injury or Property Damage initiated alleged or caused to be brought about by a named Insured or addition named Insured covered by this policy against any other named Insured covered by this policy

11. **Indemnity to Principal**

It is agreed that in the event of any claim in respect of which the Insured would be entitled to receive indemnity under this Policy being brought or made against any public or local authority or other principal the Company will indemnify the said public or local authority or other principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Company shall not be liable under this Memorandum unless the Company has the sole conduct and control of all claims

12. **Costs Inclusive - USA/Canada**

Costs and expenses referred to in Insuring Agreement II Defence Settlement Supplementary Payments are included in the Limit of Indemnity stated in the Policy Schedule

Notwithstanding anything to the contrary in clause II Defence Settlement Supplementary Payments and Definition (K) Ultimate Net Loss costs and expenses incurred in respect of Occurrences in any country or territory which does not operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement award or settlement whether in whole or part) shall be in addition to the Limit of Indemnity stated in the Policy and shall not form a part of the calculation of the Ultimate Net Loss

Subject otherwise to the terms exceptions and conditions of the Policy

1994/95 SCHEDULE OF INSURERS

The Leading Insurer has been duly authorised by such Insurers to sign this Policy on their behalf

Insurer	Proportion	Reference No.
New Hampshire Insurance Company	39.801%	3200675894
per AIG Europe (UK) Ltd (Leading Insurer)		
Gerling Konzern General Insurance Company	19.900%	01620992110
Zurich International (UK) Ltd	7.463%	16/50962281
Reliance National Insurance Co (UK) Ltd	11.940%	L00D63140094
Royal Insurance Plc	9.950%	RMM947026
Sun Alliance Insurance Plc	7.960%	GA00314502
Gan Minster Insurance Co Ltd	2.986%	G3940018121
	100.00%	

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Memorandum 13

The Schedule of Underlying Insurances is cancelled and replaced by Attachment 3 hereto

Memorandum 14

Notwithstanding anything contained in the Policy to the contrary it is agreed that in respect of USA/Canada domiciled operations the following Time Element Pollution Endorsement shall apply:

TIME ELEMENT POLLUTION ENDORSEMENT

Notwithstanding anything contained in this policy to the contrary, it is agreed that the exclusion relating to the discharge dispersal release or the escape of smoke vapours soot fumes acid alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants is replaced by the following:

1. This policy does not cover

   i. Any "Personal Injury" or "Property Damage" arising out of the actual alleged or threatened discharge dispersal or escape of pollutants

      A) At or from premises you currently own rent or occupy or that you formerly owned rented or occupied

      B) At or from any site or location used by or for you or others for the handling storage disposal processing or treatment of waste material

      C) Which are at any time transported handled stored treated disposed of or processed as waste by or for your or any person or organisation for whom you may be legally responsible or

      D) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations

         i) To test for monitor clean up remove contain treat detoxify or neutralise the pollutants or

         ii) If the pollutants are brought on or to the site or location by or for you

2. Any loss cost or expense arising out of any Governmental directive order or request that you test for monitor clean up contain treat detoxify or neutralise pollutants

Pollutants means any solid liquid gaseous or thermal irritant or contamination including smoke vapour soot fumes acids alkalis chemicals and waste material Waste material includes materials which are intended to be or have been recycled reconditioned or reclaimed

II Provided however that this exclusion above does not apply to

1. Discharge dispersal release or escape directly caused by fire explosion lightning windstorm vandalism or malicious mischief collapse riot and civil commotion flood earthquake collision or upset of a motor vehicle mobile equipment or aircraft automatic sprinkler leakage mechanical breakdown or

2. Personal injury or property damage which is within the product hazard or the completed operations hazard

III This exclusion will also not apply if said discharge dispersal release or escape of pollutants was not a result of a named peril occurrence as defined in Part II above and meets all of the following conditions

A) It was accidental and neither expected nor intended by the Named Insured

B) It was instantaneous and was demonstrable as having commenced at a specific time and date during the term of this policy

C) Its commencement became known to the Insured within 7 (seven) days

D) Its commencement was reported in writing to the insurance company within 21 (twenty-one) days of becoming known to the Risk Manager

E) Reasonable effort was expended by the named insured to terminate the situation as soon as conditions permitted

Nothing contained in Part III of this endorsement shall operate to provide any coverage with respect to

1. Any site or location used by the Insured or by others on the Insured's behalf for the handling storage disposal dumping processing or treatment of waste material

2. Any fines or penalties

3. Any clean up costs mandated by the superfund program or any federal state or local governmental authority However this specific exclusion (3) shall not serve to deny coverage for third party clean up costs otherwise covered by this endorsement simply because of the involvement of a governmental authority

4. Acid rain

5. Clean up removal containment treatment detoxification or neutralisation of pollutants situated on premises the Insured owns rents or occupies at the time of the actual discharge dispersal seepage migration release or escape of said pollutants

6. Water pollution caused by oil or its derivatives

IV In the event of a disagreement as to the interpretation of this endorsement the disagreement shall be submitted to binding arbitration before a panel of THREE (3) arbitrators Within 30 days of a written request for arbitration by either the Insured or the company each party will choose an arbitrator If the two arbitrators are unable to agree within one month upon the third arbitrator such arbitrator shall at the request of either party be selected by the American Arbitration Association in accordance with rules and procedures.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the third arbitrator The panel shall be relieved of all judicial formality shall not be obligated to adhere to the strict rules of law or of evidence shall seek to enforce the intent of the parties hereto and may refer to but are not limited to relevant legal principals The decision of at least TWO (2) of the THREE (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud and gross misconduct by the arbitrators the award will be issued within 30 days of the close of the hearings Each party shall bear the expenses of its designed arbitrator and shall jointly and equally share with other the expenses of its designed arbitrator and shall jointly and equally share with other the expense of the third arbitrator and of the arbitration

The arbitration proceedings shall take place in or in the vicinity of New York NY The procedural rules applicable to this arbitration shall except as provided otherwise herein be in accordance with the commercial arbitration rules of the American Arbitration Association It is further understood and agreed the above coverage is subject to a per occurrence retention of $5,000,000 (indemnity only) whether insured or self insured

Insurers to attach in excess of underlying limits as attached in Schedule of Underlying.

Subject otherwise to the terms Exceptions and Conditions of this policy

Signed: Dated:

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ENDORSEMENT TO BE ATTACHED TO POLICY NO: 3200675894

INSURED: Hanson Plc and all Subsidiary and/or Associated Companies

MEMORANDUM 15

It is hereby noted and agreed that with effect from 1 October 1994 the following changes have been made to the Excess Liability Program:

1. With effect from 1 February 1995 Hanson have sold their interest in the Riverside Cement Company

2. With effect from 8 February 1995 Beazer USA Inc, Hanson's Plc's US Construction and Aggregate arm, has changed its name to Cornerstone Construction and Materials Inc

3. With effect from 12 October 1994 the Hanson subsidiary company, Seven Seas Limited has acquired a new company in the name of Phillips Yeast Products Limited The new company is involved in the manufacture of Petcare products and has an annual turnover of £3m

4. With effect from 1 April 1995 Beazer West have acquired Boral Resources Inc This acquisition is in line with the business activities of Beazer West The operating company of Sully Miller will be absorbing the operations of Boral

Subject otherwise to the terms Exceptions and Conditions of this policy

Signed: Dated:

LIRMA AIG

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ATTACHMENT 3

SCHEDULE OF UNDERLYING INSURANCE

POLICY TERM 1/10/94 - 1/10/95

COVERAGE	INSURER	POLICY NO.	LIMITS	TERMS
I. Hanson Industries - Domestic & Canada				
1. Employers' Liability	CIGNA	Various	$2,000,000 each accident $2,000,000 disease policy limit $2,000,000 disease each employee	01/10/94 - 01/10/95
2. a) Commercial General Liability	CIGNA	Various (no aggregate)	$3,000,000 per occurrence - Indemnity only	01/10/94 - 01/10/95
b) Products/Completed Operations	CIGNA	Various	$5,000,000 per occurrence - Indemnity only	01/10/94 - 01/10/95
3. Automobile Liability	CIGNA	Various	$2,000,000 per occurrence - Indemnity only	01/10/94 - 01/10/95
II. Hanson Industries - Foreign Liability				
1. Commercial General Liability & Auto Liability	CIGNA	CXC035328	$5,000,000 per occurrence $10,000,000 aggregate	01/10/94 - 01/10/95
2. Employers' Liability	CIGNA		$5,000,000 per accident $5,000,000 aggregate per accident $5,000,000 aggregate disease	01/10/94 - 01/10/95

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COVERAGE	INSURER	POLICY NO.	LIMITS	TERMS
III. Peabody Holding Company				
1. Employers' Liability	1. Old Republic a. Peabody b. Lee Ranch Coal	OBCI15559202	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee	01/10/93 - 01/10/95
	2. Old Republic	OBC01559202	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee	01/10/94 - 01/10/95
IV. Tidewater Construction Corporation (a. Beazer East Inc Company)				
1. Commercial General Liability	Liberty Mutual	RG1-651-004723-074	$2,000,000 per occurrence $ 100,000 deductible	01/03/94 - 01/03/95
2. Employers' Liability	Liberty Mutual	WC2-651-004723-034 WC2-651-004723-064 WC2-651-004502134	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee $ 250,000 SIR per claim	01/03/94 - 01/03/95
3. Owners & Contractors Protective	Liberty Mutual	LX1-651-004723-554	$2,000,000 per occurrence	01/03/94 - 01/03/95
4. Automobile Liability	Liberty Mutual	ASI-651-004723-134 ASI-651-004723-664 ASI-631-004502-124	$2,000,000 per occurrence	01/03/94 - 01/03/95
6. Umbrella Liability	Liberty Mutual	RTI-651-004723-694	$8,000,000 each accident $8,000,000 disease policy limit $8,000,000 disease each employee	01/03/94 - 01/03/95

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COVERAGE	INSURER	POLICY NO.	LIMITS	TERMS
V. Beazer West Inc				
1. Employers' Liability Excess WC	AETNA Casualty & Surety	04-XC 223 SCA	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee	01/08/94 - 01/08/95
VI. Gifford-Hill American, Inc				
1. General Liability and personal injury	Commercial Union Ins Co	CRR338592	$1,000,000 per occurrence $2,000,000 general aggregate $2,000,000 products/completed ops $1,000,000 advertising injury	01/01/94 - 01/01/95
2. Automobile Liability	Commercial Union Ins Co	NRR261031	$1,000,000 CSL	01/01/94 - 01/01/95
3. Excess Liability	Pacific Employers Ins Co	CRDZ08088	$4,000,000 per occurrence $4,000,000 general aggregate $4,000,000 products/completed ops	01/01/94 - 01/01/95
4. Employers' Liability	Liberty Mutual	WA2-190-089731-013	$ 500,000	01/01/94 - 01/01/95
VII. Hanson - Rest of World Primary Policies				
1. Public and Products Liability (including DIC/DIL for overseas territories)	Eagle Star Ins Group (100%)	TBD	£1,000,000 any one occurrence £1,000,000 aggregate for Products Liability (currency is in British Pounds)	01/10/94 - 01/10/95
2. Public and Products Liability (SCM Chemicals)	Switzerland General Ins Co (100%)	TBD	A$5,000,000 each occurrence A$5,000,000 aggregate (currency is in Australian Dollars)	01/10/94 - 01/10/95
3. Motor Insurance	Eagle Star Ins Group	99147715	£1,000,000 any one occurrence for airside liability	01/10/94 - 01/10/95

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COVERAGE	INSURER	POLICY NO.	LIMITS	TERMS
VIII. Nielson Inc				
1. Commercial General Liability	US Fire Insurance Co	GLRU9901416	$1,000,000 each occurrence $2,000,000 products/completed operations aggregate $5,000,000 general aggregate	10/09/95 - 01/04/96
2. Automobile Liability	Zurich Insurance Co	BAU990713	$1,000,000 each occurrence	10/09/95 - 01/04/96
3. Employers Liability	Zurich Insurance Co	WCU990063	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee	10/09/95 - 01/04/96
4. Umbrella Liability	US Fire Insurance Co	553023915	$10,000,000 each occurrence $10,000,000 general aggregate $10,000,000 products/compelted operations aggregate	10/09/95 - 01/04/96

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HANSON PLC
Schedule of Underlying Insurances
October 1 1994 to September 30 1995

Umbrella Liability Policies

Cover	Insurer	Policy Number	Limit of Indemnity
First Umbrella			
Global Liability including all other products/completed operations bodily injury and property damage	100% Gerling Konzern General Ins Co	62 97411D	$5,000,000 each occurrence $5,000,000 products aggregate in excess of underlying policies
Second Umbrella			
Global Liability including all other products/completed operations bodily injury and property damage	100% Lexington	TBA	$25,000,000 each occurrence $25,000,000 products aggregate in excess of underlying policies
Third Umbrella			
Global Liability including all other products/completed operations bodily injury and property damage	35.000% Wintherthur Ins Co (UK) Ltd 10.000% Reliance National Ins Co Ltd 10.000% Royal Ins Plc 9.250% Colonia Baltica Ins Co (UK) Ltd 5.000% Sun Alliance Ins Co Ltd 9.500% General Accident Global & Captive Underwriting 11.250% Commercial Union Ass Co Plc 10.000% Zurich International (UK) Ltd	W51033 L00063150940 RMM947024 NL94D11855 903T055112 410/2521 10/TG254936195 16/50962277	$20,000,000 each occurrence $20,000,000 products aggregate in excess of underlying policies

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Endorsement to be attached to Policy No: 3200675894

INSURED: Hanson PLC and all Subsidiary and/or Associated Companies

MEMORANDUM 16

It is agreed that as from the

(i) 2nd November 1994 the Insured shall include the Joint Venture between the Insured's Subsidiary Company Tidewater Construction Corporation and Kiewit Construction known as Drydock Builder's Enterprises in respect of the construction of a Drydock Extension for Newport News Shipbuilding and Drydock Corporation

Provided that

(a) Drydock Builders Enterprises shall observe and be subject to the terms of this Policy

(b) the conduct and control of all claims for which the Company may be liable hereby are vested in the Company

(ii) 11th November 1994 the Insured shall include the Joint Venture between the Insured's Subsidiary Company Tidewater Construction Corporation and Kiewit Construction known as Drydock Builder's Enterprises in respect of the construction of HOV lanes for the Virginia Department of Transportation

Provided that

(a) Drydock Builders Enterprises shall observe and be subject to the terms of this Policy

(b) the conduct and control of all claims for which the Company may be liable hereby are vested in the Company

(iii) 1st June 1995 the Insured's Non-Core USA Businesses are no longer deemed to be Subsidiary and/or Associated Companies of the Insured in consideration of which there is a return premium of US$44,000.00 due to the Insured

(iv) 1st September 1995 Deutsche Grove GmbH is included within the Subsidiary and/or Associated Companies of the Insured

Subject otherwise to the terms exceptions and conditions of the Policy

Signed: **Dated:**

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Memorandum No. 17 attaching to and forming part of Policy No. 3200675895 in the name of Hanson PLC

Subject to payment of the Renewal Premium to the Company it is agreed that this Policy is renewed for a further Period of Insurance as stated below:

PERIOD OF INSURANCE:	From 1st October 1995 To 30th September 1996	) both days) inclusive
RENEWAL PREMIUM:	US$362,353 in full	
INSURANCE PREMIUM TAX:	Nil	

It is further agreed with effect from 1st October 1995:

(1) the Schedule of Underlying Insurances is cancelled and replaced by Attachment 1 hereto

Subject otherwise to the terms, exceptions and conditions of the Policy.

Date: 31st July, 1996 **Signed** M.Hayes

For and on behalf of

Exmd: **New Hampshire Insurance Co per AIG Europe (UK) Ltd**



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ATTACHMENT 1

SCHEDULE OF UNDERLYING INSURANCES

Period of Insurance: 1st October 1995 - 30th September 1996

COVER	INSURER	TERM	LIMIT INDEMNITY
REST OF WORLD PRIMARY POLICIES			
Public & Products Liability (including DIC/DIL for overseas territories)	100% Eagle Star Insurance Group	01/10/95 - 30/09/96	£1,000,000 any one occurrence, in aggregate for Products Liability
Public & Products Liability (SCM Chemicals - Australia)	100% Switzerland General Insurance Company	01/10/95 - 30/09/96	A$5,000,000 each occurrence and in aggregate
Motor Insurance Policy No. #99147715	100% Eagle Star Insurance Co.	01/10/95 - 01/10/96	£1,000,000 any one occurrence, for airside liability
USA/CANADA PRIMARY POLICIES			
I) HANSON INDUSTRIES - Domestic USA and Canada			
Employers Liability (a)	CIGNA	01/10/95 - 01/10/96	$2,000,000 each accident $2,000,000 disease policy limit $2,000,000 disease each employee
Employers Liability (b)	MEMIC	01/10/95 - 01/10/96	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee
Employers Liability (c) Policy No. TBA	CIGNA	01/10/95 - 01/10/96	$5,000,000 per occurrence $5,000,000 aggregate per accident $5,000,000 aggregate disease
Comprehensive General Liability	CIGNA	01/10/95 - 01/10/96	$3,000,000 per occurrence indemnity only (no aggregate)
Products/Completed Operations	CIGNA	01/10/95 - 01/10/96	$5,000,000 per indemnity only (no aggregate)

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COVER	INSURER	TERM	LIMIT INDEMNITY
Automobile Liability	CIGNA	01/10/95 - 01/10/96	$2,000,000 per occurrence CSL - indemnity only
Foreign Liability Commercial General Liability & Auto Liability Policy No. #CXC035328	CIGNA	01/10/95 - 01/10/96	$5,000,000 per occurrence $10,000,000 in aggregate
II) BEAZER WEST INC			
Employers Liability/Excess Workmen's Compensation Policy No. 08 XC 223 SCA	Aetna Casualty	01/08/95 - 01/08/96	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee
III) PEABODY HOLDING CO			
Employers Liability Pol No. OBCO1559202	1. Old Republic a) Peabody b) Lee Ranch Coal	01/10/95 - 01/10/96	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee
Employers Liability Pol No. OBCO1550702	2. Old Republic	01/10/95 - 01/10/96	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee
IV) TIDEWATER CONSTRUCTION CORPORATION			
Commercial General Liability Pol No. RG1-651-004723-075	Liberty Mutual	01/03/95 - 01/03/96	$2,000,000 per occurrence $100,000 deductible
Employers Liability Pol No's. WC2-651-004723-035/065 & WC2-651-004502-135	Liberty Mutual	01/03/95 - 01/03/96	$1,000,000 each accident $1,000,000 disease policy limit $1,000,000 disease each employee $250,000 SIR per claim
Automobile Liability Pol No's.AS1-651-004723-135/665 & AS1-651-004502-125	Liberty Mutual	01/03/95 - 01/03/96	$2,000,000 per occurrence

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COVER	INSURER	TERM	LIMIT INDEMNITY
Owners and Contractors Liability Pol No. LX1-651-004723-555	Liberty Mutual	01/03/95 - 01/03/96	$2,000,000 per occurrence
Umbrella Liability Pol No. RT1-651-004723-695	Liberty Mutual	01/03/95 - 01/03/96	$8,000,000 per occurrence
Watercraft Liability	Arkwright, Utica Mutual, Reliance	01/03/95 - 01/03/96	$40,000,000 excess of $10,000,000 excess of underlying amounts
V) GIFFORD - HILL AMERICAN, INC			
General Liability Pol No. CRR338592	Commercial Union Insurance Co	01/01/95 - 01/01/96	$1,000,000 per occurrence $2,000,000 general agg $2,000,000 products /completed ops agg $1,000,000 advertising injury
Automobile Liability Pol No's.ARR463002 and CRR463001	Commercial Union Insurance Co	01/01/95 - 01/01/96	$1,000,000 combined single limit
Excess Liability Pol No. CRD23356	Commercial Union Insurance Co	01/01/95 - 01/01/96	$4,000,000 per occurrence $4,000,000 general agg $4,000,000 products /completed ops agg
Employers' Liability Pol No WA2-190-089731-015	Liberty Mutual	01/01/95 - 01/01/96	$500,000 per occurrence
VI) DEUTSCHE GROVE (GmbH, Wilhelmshaven)			
Public/Products Liability	HDI Essen	01/09/95 - 01/09/96	DM10,000,000
Environmental Liability	HDI Essen	01/09/95 - 01/09/96	DM20,000,000
VII) DRYDOCK BUILDERS ENTERPRISES, A Joint Venture			
Employers Liability Pol No. WC1-651-004116-041	Liberty Mutual	02/11/94 - 02/05/96	$500,000 each accident $500,000 disease - policy limit $500,000 disease - each employee

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COVER	INSURER	TERM	LIMIT INDEMNITY
General Liability Pol No. RG1-651-004116-024	Liberty Mutual	02/11/94 - 02/05/96	$2,000,000 each occurrence $2,000,000 general aggregate $2,000,000 completed operations aggregate
Automobile Liability Pol No. AS2-651-004116-034	Liberty Mutual	02/11/94 - 01/05/96	$2,000,000 each accident
Umbrella Liability Pol No. RT1-651-004118-044	Liberty Mutual	02/11/94 - 01/05/96	$8,000,000 excess of primaries

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