



ATTACHMENT J1
ACCIDENT PREVENTION AND EMERGENCY RESPONSE

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ATTACHMENT J1 – ACCIDENT PREVENTION AND EMERGENCY RESPONSE

An assessment of the accident risks associated with the proposed remediation scheme and the measures to be implemented to mitigate them are provided in the outline Health and Safety Plan provided in Appendix 2F of the Environmental Impact Statement.

An assessment of the principal environmental hazards and risks associated with the proposed remediation scheme and the contingency measures to be implemented in the event of an incident are provided in the Outline Contingency Plan reproduced in Appendix 2J of the Environmental Impact Statement.

Preliminary details of Pollution Liability Insurance cover to be obtained in respect of the proposed remediation scheme are provided in the attached letter.

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XL Environmental Ltd

E- Mail Memo

To: Barry Philp
From: Seynabou Ba
Date: 8th June 2004
Our Ref: Q3811B
Re: **CRH-DORAN'S LANDFILL**

Dear Barry,

Thank you for providing us with the additional information we have requested for the above captioned account.

It is our understanding that the proposed covered location's previous activities included unauthorised landfilling of domestic/commercial/Industrial waste in area 1, 4, and 6. Furthermore these areas are to be upgraded/remediated by with the inclusion of engineered cells in response to regulatory action.

We are pleased to provide you with preliminary terms. Coverage will be provided using XLE Pollution Legal Liability (PLL) which is designed to provide indemnity for claims relating to the following, all arising from POLLUTION CONDITIONS emanating from the covered locations :

- Off-site BODILY INJURY
- Off-site PROPERTY DAMAGE
- Third party on-site BODILY INJURY
- Clean-up costs for pollution off-site, and
- Legal defence expenses arising from all of the above.

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Named Insured: CRH-DORAN'S LANDFILL

Covered Location: Roadstone lands at Blessington

Option	1	2
Limits of liability - Each LOSS,	€7,500,000	€10,000,000
Limits of liability - Total all LOSSES	€7,500,000	€10,000,000
Retention - Each and Every LOSS	€250,000	€250,000
Policy Premium - 1 year Minimum Earned - 100%	Confidential	Confidential
Policy Premium - 3 years Minimum Earned - 100%	Confidential	Confidential

Taxes: The quoted premium will be subject to Insurance Premium taxes currently at 5%

II. The Above Indication is Subject to the Following:

1. Section IV EXCLUSION

22. arising from any significant changes being undertaken in the operations at any of the locations designated in Item 5 of the Schedule as compared to those undertaken as of the date of Policy inception. Nor shall indemnity be provided for any LOSS, arising from any change of use, development, decommissioning of any of the sites or cessation of activities.

23. arising from implementation of the EU directive 96/61/EC relating to Integrated Pollution Prevention and Control (IPPC) throughout Europe, or any other legislation which requests baseline contaminated land surveys to be undertaken as a condition of authorizing the operation of a process

Furthermore there will be no indemnity provided for monitoring cost

2. Section VIII CONDITIONS - Sub-section 2. Cancellation has been deleted in their entirety and replaced with the following:

2. Cancellation - This Policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorised agents or by

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posting to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company for:

- non payment of premium
- deliberate misrepresentation

by posting to the NAMED INSURED at the address shown in this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The posting 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 POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to posting.

In the event of cancellation of this Policy by the NAMED INSURED there shall be a minimum earned premium of 100% of the premium shown in Item 6 of the Schedule.

III. Additional data required prior to binding; the following data must be received and satisfactorily reviewed by XLE:

- Copy of the approved remediation Plan
- Details on the anticipated duration of the project (copy of bar chart)
- Copy of the contractors environmental management plan
- A site survey will be undertaken by or on behalf of XLE

Barry, please note that XLE can consider alternative terms on request. We would be happy to discuss this situation with you and to help you facilitate the best solution for your client

Best regards,

Seynabou Ba

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