

QBE European Operations Waste and Environmental Contractors (including Asbestos) Liability Insurance Schedule

Policy Number: Y025187QBE0120A **Policy Wording Reference:** PWST010420

Period of Insurance: **From:** 30 September 2020 **To:** 29 September 2021
both days inclusive Greenwich Mean Time and for such further periods as may be agreed upon.

Issue Number: 000

Effective From: 30 September 2020 **Date Issued:** 30 September 2020

Reason for Issue: Renewal

Contract Parties

Insurer: QBE UK Limited (registered in England number 1761561; Home State - **United Kingdom**. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842)

Registered Address: Plantation Place, 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4020

Insured: L & S Waste Management Limited

Address: Pegham Industrial Park, Lavys Lane, Fareham, Hants, PO15 6SD

Subsidiary Companies: None

Business: Skip Hire, Waste Collection, Operators of Waste Transfer Stations, Waste Haulage, Recycling, Resale of Recycled Materials, Receipt, Site Clearance inc Grab Hire & Muck Away, Supply of Pour of Ready Mix concrete, Storage and Carriage of Hazardous Asbestos Wastes, Vacuum road brushing & Property Owners

Contact Details

Broker Name: Direct Insurance Group Plc (Billericay)

Broker Address: Cumberland House, 129 High Street, Billericay, Essex, CM12 9AH
Tel: 01277 844 373 Fax: 0870 0422206

Broker Account: DIRE0047 Ref:

Issue Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 207 105 4000 Fax: + 44 (0) 207 105 4019

Claim Notification: QBE Liability Claims Leeds, One Coval Wells, Chelmsford, Essex, CM1 1WZ
Tel: 0113 290 6600 Fax:
E-mail: ukadminnewclaims@uk.qbe.com

Insured section		Limit of Indemnity	
A - Employers' Liability			
Employers' Liability	INSURED	GBP	10,000,000 any one occurrence
Including sub-limits of indemnity for:			
Statutory defence costs	INSURED	GBP	1,000,000 any one prosecution and in the aggregate
Manslaughter defence costs	INSURED	GBP	1,000,000 any one prosecution and in the aggregate (for both defence costs and prosecution costs combined)
Prosecution costs (other than for manslaughter)	INSURED	GBP	1,000,000 any one prosecution and in the aggregate
Offshore work	INSURED	GBP	5,000,000 any one occurrence
War and terrorism	INSURED	GBP	5,000,000 any one occurrence
Territorial limits:			Worldwide
Claim jurisdiction:			Worldwide
Policy Law and Jurisdiction:			English law
Insured section premium subject to adjustment:			Yes
Adjustable basis:			
Subject to a minimum premium of:		GBP	43,638.00

Insured section		Limit of Indemnity	
B - Public Liability	INSURED	GBP 10,000,000	any one occurrence
C - Products Liability	INSURED	GBP 10,000,000	any one occurrence and in the aggregate
D - Pollution Liability	INSURED	GBP 10,000,000	any one occurrence and in the aggregate
Including sub-limits of indemnity for:			
Environmental statutory liability (part of insured section Pollution liability)	INSURED	GBP 1,000,000	any one occurrence and in the aggregate including defence costs
Financial Loss Insurance (part of insured section Public liability)	INSURED	GBP 500,000	any one claim and in the aggregate
Statutory defence costs	INSURED	GBP 1,000,000	any one prosecution and in the aggregate
Manslaughter defence costs	INSURED	GBP 1,000,000	any one prosecution and in the aggregate (for both defence costs and prosecution costs combined)
Prosecution costs (other than for manslaughter)	INSURED	GBP 500,000	any one prosecution and in the aggregate
Combined single limit for the Public, Products and Pollution liability insured sections:	INSURED	GBP 10,000,000	any one event
Retroactive Date		21 November 2007	
Territorial limits:		Worldwide	
Claim jurisdiction:		Worldwide excluding North America	
Policy Law and Jurisdiction:		English law	
Insured Sections premium subject to adjustment:		Yes	
Adjustable basis:			
Subject to a minimum premium of:		GBP 15,615.00	

Excesses

Insured section	Amount of excess		
Public liability (Excess)			
i) In respect of underground services	GBP	2,500	any one claim
ii) In respect of heat	GBP	2,500	any one claim
iii) In respect of all other insured events	GBP	2,500	any one claim
Products liability (Excess)	GBP	2,500	any one claim
Pollution liability (Excess)	GBP	2,500	any one claim

Payment Details

Annual Policy Premium	GBP	65,837.00
IPT /tax	GBP	7,900.44
Premium payable by this transaction	GBP	59,253.00
IPT/tax	GBP	7,110.36
Total payable	GBP	66,363.36
Premium payment date	31st December 2020	

Signed on behalf of the insurer.



QBE European Operations Endorsement Schedule

Policy Number: Y025187QBE0120A

Period of Insurance: **From:** 30 September 2020 **To:** 29 September 2021
both days inclusive Greenwich Mean Time and for such further periods as may be agreed upon.

This **schedule** sets out additional clauses that form part of the **policy**. The undernoted clauses amend the **insured section** and / or clause stated and is each otherwise subject to the terms and conditions of this **policy**.

WSTCUC Own site clean up costs

Insured Section D - Pollution liability

This clause attaches to and forms part of clause 5.3 Pollution liability extension.

Own Site Clean Up Costs

The insurance by **insured section D** is extended to indemnify the **insured** in respect of legal liability arising for all sums, including statutory debts, that the **insured** is legally liable to pay for remediation or **preventative costs** in respect of environmental damage where such liability arises under an environmental protection directive, statute or statutory instrument, provided that:

- a) liability arises from **pollution** occurring during the course of **business** and is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**;
- b) the insurance by this extension excludes and does not cover any sum incurred:
 - i) in respect of **preventative costs** for prevention of imminent threat of environmental damage to the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control; or
 - ii) in respect of the removal of any significant risk of an adverse effect on human health on the **insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control; or
 - iii) in achieving any improvement or alteration in the condition of the land the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences; or
 - iv) in respect of **preventative costs** for prevention of imminent threat of environmental damage where such sums are incurred without there being any actual occurrence of **pollution, damage** or harm to human health; or
 - v) in excess of the sub **limit of indemnity** of GBP 50,000 for any one claim which sum shall be the maximum the **insurer** will pay, inclusive of all **costs and expenses**, in the aggregate during any one **period of insurance**;
 - vi) in respect of each and every claim under this extension, the **insurer** shall not be liable for the first GBP 50,000.

Clause: WSTCUC010110-DI

WSTDEM Demolition**Clause 7 - Exclusions to insured section B, C, D and E**

The following clause is added to clause 7 of this **policy**.

Insured sections B, C, D and E exclude and do not cover the **insured** in respect of any liability arising out of or from:

- a) the demolition of any structure by a method designed and/or intended to demolish the structure in one sudden and uninterrupted process, including a single action involving the removal of support at ground level;
- b) the use of a swing or drop ball;
- c) use of explosives;
- d) burning of debris.

Clause: WSTDEM010109-BE

WSTRTT Rip and tear**Clause 7 - Exclusions to insured sections B, C, D and E**

The following clause is incorporated in and forms part of clause 7 to this **policy**.

Insured sections B, C, D and E exclude and do not cover the costs relating to or in connection with:

- a) the digging out, breaking out, removing or replacing any cement, concrete, paint or coating supplied by the **insured**;
- b) rebuilding costs including any loss or expense consequent upon rebuilding which is due to the failure of cement, concrete, paint or coating to fulfil the purpose for which it was supplied.

Clause: WSTRTT010110-BE

WSTWST Waste conditions**Clause 8 - Conditions precedent to insured sections B, C, D and E**

The following clause is added to clause 8 of this **policy**.

It is a condition precedent to liability that the **insured** takes or arranges that all waste is taken only to licensed sites and that such waste is transported only by licensed carriers.

Clause: WSTWST010109-BC

ZZAINR Condition: Insurer's rights**Insurer's Rights**

The 'Insurer's rights' clause which forms part of the 'Duties in the event of a claim or potential claim' to this **policy** is deleted and replaced with the following:

- a) The **insurer** will handle, oversee and shall have full discretion in the conduct of any potential insured claim which may be subject to an indemnity under this **policy** and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the **insured**.

- b) The **insurer** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim thereafter be under no further liability except (where payable under the relevant **insured section**) for payment of **defence costs** incurred prior to the date of payment.
- c) The **insurer** may at any time apply to the **insured** for reimbursement for payments made under the **insured sections** or extensions thereto but which do not exceed the **excess**.

Clause: ZZAINR010516

ZZASDC Inclusion: Statutory defence costs including Health and Safety At Work, etc. Act 1974

Employers' Liability Statutory Defence Costs

The 'Statutory defence costs including Health and Safety At Work, etc. Act 1974' extension contained in the Employers' liability **insured section** of this **policy** is deleted and replaced with the following:

The **insurer** agrees to indemnify the **insured** and at the request of the **insured**, any **other insured party**, in respect of **defence costs** reasonably incurred with the prior consent of the **insurer** in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought;
- b) any alleged breach of statutory duty under the Protection from Harassment Act 1997; or
- c) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **insured** or any **other insured party**,

provided that the prosecution or proceedings relate to:

- i. an offence alleged to have been committed during the **period of insurance** and in the course of **business**; and
- ii. a potential insured claim for **bodily injury to employees** including their health, safety and welfare which may be the subject of an indemnity under this **insured section** of the **policy**.

The **insurer** will also indemnify the **insured** for:

- a) **defence costs** of appeal including appeal against improvement and prohibition notices incurred with the prior consent of the **insurer**; and
- b) prosecution costs awarded against the **insured**.

The indemnity by this clause excludes and does not cover any amount:

- a) for which the **insured** or any **other insured party** is entitled to an indemnity by any other legal expenses, motor or employment protection policy;
- b) in respect of allegations provided by this clause (statutory defence costs), in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings;
- c) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide (manslaughter defence costs), in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings; or
- d) in respect of prosecution costs (prosecution costs) in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings.

Clause: ZZASDC010516

ZZAPSC Inclusion: Statutory defence costs including Health and Safety At Work, etc. Act 1974

Public, Products and Pollution liability - Statutory Defence Costs

The 'Statutory defence costs including Health and Safety At Work, etc. Act 1974' extension contained in the Coverage extensions to Public, Products and Pollution liability **insured section** of this **policy** is deleted and replaced with the following:

The **insurer** agrees to indemnify the **insured** and at the request of the **insured**, any **other insured party**, in respect of **defence costs** incurred with the prior consent of the **insurer** in defending:

- a) any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought;
- b) any alleged breach of statutory duty under the Protection from Harassment Act 1997; or
- c) allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against the **insured** or any **other insured party**,

provided that the prosecution or proceedings relate to:

- i. an offence alleged to have been committed during the **period of insurance** and in the course of **business**; and
- ii. a potential insured claim for **bodily injury** to persons other than **employees** including their health, safety and welfare which may be the subject of an indemnity under this **insured section** of the **policy**.

The **insurer** will also indemnify the **insured** for:

- a) **defence costs** of appeal including appeal against improvement and prohibition notices incurred with the prior consent of the **insurer**; and
- b) prosecution costs awarded against the **insured**.

But the indemnity by this clause excludes and does not cover any amount:

- a) for which the **insured** or any **other insured party** is entitled to an indemnity by any other legal expenses, motor or employment protection policy;
- b) in respect of allegations provided by this clause (statutory defence costs), in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings;
- c) in respect of allegations of manslaughter, corporate manslaughter or corporate homicide (manslaughter defence costs), in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings; or
- d) in respect of prosecution costs (prosecution costs) in excess of a **sub-limit of indemnity** stated in the **schedule**, any one claim or series of claims arising out of the same prosecution or proceedings.

For the avoidance of doubt the following statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which **defence costs** are insured by this clause:

- a) Health and Safety at Work, etc. Act 1974, but only sections 2 to 8.
- b) Health and Safety at Work (Northern Ireland) Order 1978.
- c) The Trade Description Act 1968.
- d) Part II of the Consumer Protection Act 1987.
- e) Part II of the Food Safety Act 1990.
- f) Corporate Manslaughter Act 2007.

Clause: ZZAPSC010516

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