



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

Policy Number: DIA21L&SWA-1/1021 **Policy Wording Reference:** PWST010121

Period of Insurance: **From: 30th September 2021** **To: 29th September 2022**
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually agreed upon.

Reason for Issue: New Business

Contract Parties

Insurer: QBE UK Limited (registered in England number 01761561; 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: 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019

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 7 Muck Away, Supply of Pour of Ready Mix Concrete, Storage and Carriage of Hazardous Asbests Wastes, Vacuum Road Brushing 7 Property Owners. Portable Toilet Hirers

Contact Details

Broker Name: Consilium Broking Ltd
Broker Address: 4th Floor, 34 Lime Street, London, EC3M 7AT

Broker Account: B1311

Issue Office: 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019

Claim Notification:
Liability 30 Fenchurch Street, London, EC3M 3BD
Tel: + 44 (0) 20 7105 4000 Fax: + 44 (0) 20 7105 4019

Insured section				Limit of Indemnity
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
Cover inception date				
Cover expiry date			30 th September 2021	
			29 th September 2022	
Territorial limits:			Worldwide	
Claim jurisdiction:			Worldwide	
Policy Law and Jurisdiction			The law of that part of the United Kingdom where the head office of the insured is located	
Insured section premium subject to adjustment:			Yes	
Adjustable basis:			Clerical GBP 2,017,000 @ 0.21%	
			Manual GBP 1,023,000 @ 1.75%	
			Drivers GBP 2,908,000 @ 1.55%	
Subject to a minimum premium of:		95% GBP	63,851.59	

Insured section				Limit of Indemnity
Public, Products and Pollution Liability				
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 Public, Products and Pollution liability insured sections :				
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

21st November 2007

Territorial limits:

Worldwide

Claim Jurisdiction:

Worldwide excluding North America

Policy Law and Jurisdiction

The law of that part of the United Kingdom where the head office of the insured is located

Insured sections premium subject to adjustment:

Yes

Adjustable basis:

Turnover GBP 29,417,000 @ 0.185%

Subject to a minimum premium of:

95% GBP 51,700.38

Excesses			
Insured section	Amount of excess		
Employers' liability	GBP	0	Not applicable
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 95%		GBP	115,551.97
IPT/tax		GBP	13,866.24
Premium payable (refunded) by this transaction		GBP	115,551.97
IPT/tax		GBP	13,866.24
Total payable		GBP	129,418.21
Premium payment date: 60 days from inception			

Information:

It's noted and agreed the Year End Declaration of GBP 13,032.54 + 12% IPT has been deferred to the following year.

It's noted that the original quote of GBP 89,613.81 + IPT is to stand if the claim dated 28/05/2021 is settled for Less than £10,000 including costs and Subject to no new claims or deteriorations on this account and QBE still being the incumbent.

Endorsement Schedule

Policy Number: DIA21L&SWA-1/1021

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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**.

CYBER and DATA LIMITED EXCLUSION ENDORSEMENT 1

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
 - 1.2 loss, damage, liability, claim, cost, fines or penalties or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;
regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
- 4 If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- 5 However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
 - 5.2 any ensuing physical damage to or destruction of third party property
resulting from or arising out of a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

Definitions

- 6 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 7 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 8 **Cyber Incident** means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 9 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5469

4 November 2020



QBE European Operations is a trading name of QBE Europe SA/NV, VAT BE 0690.537.456, RPM/RPR Brussels, IBAN No.BE53949007944353 and SWIFT/BIC No. HSBCBEBB, ('QBE Europe'), and of (1) QBE UK Limited, no. 01761561 ('QBE UK'), (2) QBE Underwriting Limited, no. 01035198 ('QUL'), (3) QBE Management Services (UK) Limited, no. 03153567 ('QMSUK') and (4) QBE Underwriting Services (UK) Limited, no. 02262145 ('QSUK'), all four companies having their registered offices at 30 Fenchurch Street, London, EC3M 3BD, and being incorporated in England and Wales. QBE Europe is authorised by the National Bank of Belgium under licence number 3093. QBE UK and QUL are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. QUL is a Lloyd's managing agent. QMSUK and QSUK are both Appointed Representatives of QBE Europe and QUL.