

Risk Details																						
Unique Market Reference:	B1311LASWAST0123																					
Attaching to Delegated Underwriting Contract Number:	B1311CIBASQBQE23																					
Type:	Waste and Environmental Contractors (Including Asbestos) Liability Insurance																					
Insured:	L & S Waste Management Limited																					
Address:	Pegham Industrial Park, Lavys Lane, Fareham, Hants, PO15 6SD																					
Employer Reference Number:	581/L4001																					
Business:	Skip Hire, Waste Collection, Operators of Waste Transfer Stations, Waste Haulage, Recycling, Resale of Recycled Materials, Receipt, Site Clearance including Grab Hire & Muck Away, Supply of Pour of Ready Mix Concrete, Storage and Carriage of Hazardous Asbestos Waste, Vacuum Road Brushing, Property Owners & Portable toilet hirers																					
Period:	From: 30 th September 2023 To: 29 th September 2024 Both Days Inclusive Local Standard Time at the Insured's Address.																					
Interest / Limits of Indemnity:	<table border="0"> <tr> <td><u>Employers Liability</u></td> <td>GBP 10,000,000</td> <td>Any one occurrence;</td> </tr> <tr> <td colspan="3">Including sub-limits of indemnity for:</td> </tr> <tr> <td>Statutory defence costs</td> <td>GBP 1,000,000</td> <td>Any one prosecution and in the aggregate</td> </tr> <tr> <td>Manslaughter Defence Costs</td> <td>GBP 1,000,000</td> <td>Any one prosecution and in the aggregate (for both defence costs and prosecution costs combined)</td> </tr> <tr> <td>Prosecution Costs (other than for manslaughter)</td> <td>GBP 1,000,000</td> <td>Any one prosecution and in the aggregate</td> </tr> <tr> <td>Offshore Work</td> <td>GBP 5,000,000</td> <td>Any one occurrence</td> </tr> <tr> <td>War and Terrorism</td> <td>GBP 5,000,000</td> <td>Any one occurrence</td> </tr> </table>	<u>Employers Liability</u>	GBP 10,000,000	Any one occurrence;	Including sub-limits of indemnity for:			Statutory defence costs	GBP 1,000,000	Any one prosecution and in the aggregate	Manslaughter Defence Costs	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)	GBP 1,000,000	Any one prosecution and in the aggregate	Offshore Work	GBP 5,000,000	Any one occurrence	War and Terrorism	GBP 5,000,000	Any one occurrence
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Territorial Scope:	Worldwide Excluding USA / Canada																														
Choice of Law & Jurisdiction:	<table border="0"> <tr> <td>Law:</td> <td>Any dispute concerning the interpretation of the Terms, Conditions, and/or Exclusions contained herein is understood and agreed by both subject to English and Welsh Law.</td> </tr> <tr> <td>Jurisdiction:</td> <td>Each party agrees to submit to the exclusive jurisdiction of any court of England and Wales and to comply with all requirements to give such court. All matters arising hereunder shall be determined in accordance with the court.</td> </tr> </table>	Law:	Any dispute concerning the interpretation of the Terms, Conditions, and/or Exclusions contained herein is understood and agreed by both subject to English and Welsh Law.	Jurisdiction:	Each party agrees to submit to the exclusive jurisdiction of any court of England and Wales and to comply with all requirements to give such court. All matters arising hereunder shall be determined in accordance with the court.																										
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Claims Notification:	Any claims or incidents are to be reported to claims@consiliumbroking.com within the timescales stated in the Policy Wording																														

Wording:	As per PWST010121 Waste and Environmental Contractors (including Asbestos) Wording
Conditions:	As per PWST010121 Waste and Environmental Contractors (including Asbestos) Wording Plus: Specific Claims / Premium Condition Clause (as attached) Cyber and Data Limited Exclusion Endorsement (as attached)
Retroactive Dates:	21 st November 2007 in respect of Financial Loss and Asbestos
Subjectivities	None

Premium:			
<u>Employers Liability</u>			
95% Minimum & Deposit	GBP 105,778.49	Plus Insurance Premium Tax at 12% being GBP 12,693.42	GBP 118,471.91
Adjustable at	0.2205%	GBP 2,156,000	Clerical
Adjustable at	1.8375%	GBP 2,243,000	Manual
Adjustable at	1.6275%	GBP 4,017,000	Drivers
<u>Public / Product / Pollution Liability</u>			
95% Minimum & Deposit	GBP 48,511.99	Plus Insurance Premium Tax at 12% being GBP 5,821.44	GBP 54,333.43
Adjustable at	0.185%	GBP 21,795,000	Turnover
Adjustable at	0.075%	GBP 14,326,000	Turnover (Sale of reclaimed materials)
Total All Sections	GBP 154,290.48	Plus Insurance Premium tax at 12% being GBP 18,514.86	GBP 172,805.34
Taxes Payable by Insured & Administered by Insurers:	12% Insurance Premium Tax		
Premium Payment Terms:	LSW3001 premium payment condition (60 day's) (as attached)		

Insurer Contract Documentation:

This document details the contract terms entered into by the Insurer(s), and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

QBE European Company Operations

Slip Leader

QBE European Company Operations

100%
Written

Y	0	2	5	1	8	7	Q	B	E	0	1	2	3	A
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C1EBE2EE4NGAZ2N - EL & PL

100%
Signed

15:08 24 October 2023
QBE UK Limited (Non Bureau)
Taylor Petchey
Bound

Information

The following information was provided to Insurers to support the assessment of the risk at time of underwriting:

Insurers acknowledge that the information provided in the underwriting submission and / or proposal was clear and accessible.

Claims Information:

As per underwriters confirmed claims experience dated 9th August 2023

Written lines

Insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

Signed Lines	Written Lines & Underwriting Reference
	100% QBE Casualty – Syndicate 1886

Conditions

Premium Payment Clause

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the 61st day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 30 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

LSW 3001

SPECIFIC CLAIMS / PREMIUM CONDITION

Subject to the outstanding claim dated 28th May 2021 being settled for less than £10,000 including costs, no new claims and/or deterioration in prior years to QBE, along with QBE being the incumbent insurer; the following premium rebates are due to the insured as follows:

2021 – 2022 Period of Insurance: GBP 25,938.16 + IPT
2022 – 2023 Period of Insurance: GBP 20,256.24 + IPT
2023 – 2024 Period of Insurance: GBP 32,502.23 + IPT

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 propertyresulting 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**.