

Risk Details																							
Unique Market Reference:	B1311LASWAST0124																						
Attaching to Delegated Underwriting Contract Number:	B1311CIBASQB24																						
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 2024 To: 29 th September 2025 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:	<p>Law: Any dispute concerning the interpretation of the Terms, Conditions, Limitations, Exceptions and/or Exclusions contained herein is understood and agreed by both the Insured and Insurers to be subject to English and Welsh Law.</p> <p>Jurisdiction: Each party agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements to give such court jurisdiction.</p> <p>All matters arising hereunder shall be determined in accordance with the law and practice of such court.</p>																														
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: LSW3001 premium payment condition (60 day's) (as attached) Specific Claims / Premium Condition Clause (as attached) Cyber and Data Limited Exclusion Endorsement (as attached) Perfluorinated compounds, perfluoroalkyl and polyfluoroalkyl substances (pfas) exclusion no. 2 (as attached)
Retroactive Dates:	21 st November 2007 in respect of Financial Loss and Asbestos
Subjectivities	None

Premium:			
<u>Employers Liability</u>			
100% Earned Premium	GBP 104,289.57		
95% Minimum & Deposit	GBP 99,075.09	Plus Insurance Premium Tax at 12% being GBP 11,889.01	GBP 110,964.10
Adjustable at	0.2205%	GBP 2,369,000	Clerical
Adjustable at	1.8375%	GBP 1,891,000	Manual
Adjustable at	1.6275%	GBP 3,952,000	Drivers
<u>Public / Product / Pollution Liability</u>			
100% Earned Premium	GBP 48,516.69		
95% Minimum & Deposit	GBP 46,090.85	Plus Insurance Premium Tax at 12% being GBP 5,530.90	GBP 51,621.75
Adjustable at	0.185%	GBP 20,645,400	Turnover
Adjustable at	0.075%	GBP 13,763,600	Turnover (Sale of reclaimed materials)
Total All Sections	GBP 145,165.94	Plus Insurance Premium tax at 12% being GBP 17,419.91	Total GBP 162,585.85
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.



100%
Written

Y	0	2	5	1	8	7	Q	B	E	0	1	2	4	A
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C1EBE2EE4NGAZ2N - EL & PL -
L/S Y110180QBE0624A

50%
Signed

08:49 15 October 2024
Lloyd's Underwriter Syndicate No 1886 QBE. Non-bureau, London, England
Steve Palmer on behalf of Taylor Petchey
Bound

Participant Role: Leader

Master Facility for Public and Products Liability & Excess Public and Products Liability

Master Reference: **B1311CIBASBQBE24**



100%
Written

Y	0	2	5	1	8	7	Q	B	E	0	1	2	4	A
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50%
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08:49 15 October 2024
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Steve Palmer on behalf of Taylor Petchey
Bound

Participant Role: Leader

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 20th August 2024

Security Details

Insurer's Liability:	<p>LMA3333</p> <p>(Re)insurer's liability several not joint</p> <p>The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.</p> <p>The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.</p> <p>In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.</p> <p>Proportion of liability</p> <p>Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".</p> <p>Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.</p> <p>Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.</p>
	<p>MODE OF EXECUTION CLAUSE</p> <p>This contract and any changes to it may be executed by:</p> <ol style="list-style-type: none"> a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated; b. a unique authorisation provided via a secure electronic trading platform c. a timed and dated authorisation provided via an electronic message/system; d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents; e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).; <p>The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.</p>

Order Hereon:	100% of Whole
Basis of Written Lines:	Percentage of Whole
Signing Provisions:	<p>In the event that the written lines hereon exceed 100% of the order, any lines written “to stand” will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.</p> <p>However:</p> <p>a) in the event that the placement of the order is not completed by the commencement date of the insurance then all lines written by that date will be signed in full;</p> <p>b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of the insurance , by the documented agreement of the leading underwriter and all insurers whose lines are to be varied. The variation to the Binding Authority will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.</p>

Written lines

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

2024 – 2025 Period of Insurance: GBP 21,575.96 + 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**.

**PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL
SUBSTANCES (PFAS) EXCLUSION NO. 2**

(For use on liability insurance policies)

1. This POLICY does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
2. For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.
3. If UNDERWRITERS allege that this Exclusion applies to any claim under this POLICY the burden of proving the contrary shall be upon the INSURED.
4. PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - a. perfluorinated methyl group (-CF₃); or
 - b. perfluorinated methylene group (-CF₂-).

LMA5596A
10th October 2023