



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

Policy Number: DIA21HEARD-2/1001 **Policy Wording Reference:** PWST010121

Period of Insurance: **From:** 6th June 2021 **To:** 5th June 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: Heard Waste Management Ltd (Incorporating Pierrot Environmental Ltd, Pierrot Environmental Ltd t/as Fern Skip Hire, Pierrot Environmental t/as Heard Environmental, Pierrot Environmental t/as Heard Demolition)

Address: Heard Recycling Centre, Pitsea Hall Lane, Pitsea, Essex, SS16 4UH

Subsidiary Companies: None

Business: Skip Hire, Waste Recycling and Demolition

Contact Details

Broker Name: Consilium Broking
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				
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 45,000 @ 0.20% Manual Directors GBP 35,000 @ 2.00% Pickers & Sorters / Plant Operators GBP45,000 @ 2.00% Work away (plant operators) GBP 25,000 @ 5.00% Drivers GBP 100,000 @ 2.00%
Subject to a minimum premium of:		GBP	5,000.00	

Insured section				Limit of Indemnity
Public, Products and Pollution Liability				
B - Public Liability	Insured	GBP	5,000,000	any one occurrence
C - Products Liability	Insured	GBP	5,000,000	any one occurrence and in the aggregate
D - Pollution Liability	Insured	GBP	5,000,000	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	5,000,000	any one event

Retroactive Date	6 th June 2021
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 500,000 @ 1.00%
Subject to a minimum premium of:	GBP 5,000.00

Excesses		Amount of excess	
Insured section			
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	GBP 10,000.00
IPT/tax	GBP 1,200.00
Premium payable (refunded) by this transaction	GBP 10,000.00
IPT/tax	GBP 1,200.00
Total payable	GBP 11,200.00
Premium payment date 5th August 2021	

Endorsement Schedule

Policy Number: DIA21HEARD-2/1001

Period of Insurance: **From:** 6th June 2021 **To:** 5th June 2022
both days inclusive Greenwich Mean Time and for such further period or periods as may be mutually 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**.

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**.
- 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

Condition: Waste disposal condition**General terms and conditions**

The following clause is incorporated in and forms part of the 'General terms and conditions' to this **policy**.

It is a condition precedent to the **insurer's** liability under this **policy** that the **insured** or any person acting on behalf of the **insured** will dispose of all waste materials at a site licenced to accept such waste materials by the appropriate authorities.

Clause: ZZAWDC010114

Exclusion: Demolition amendments

The exclusion contained in paragraph a) of the 'Hazardous work' exclusions applicable to all **insured sections** of this **policy** is deleted and the following clause is incorporated in and forms part of this **policy**.

The insurance by this **policy** excludes and does not cover any liability caused by or arising from or in connection with work of demolition of any structure (or part thereof) by:

- a) a method designed and/or intended to demolish the structure (or part thereof) in one sudden and uninterrupted process other than any structure (or part thereof) which is three (3) metres or less in height;
- b) use of mechanically operated ball and chain.

Clause: ZZADMA 010319

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

Inclusion: Employers' Liability - 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

Inclusion: Public, Products and Pollution Liability - 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