



EXCESS PUBLIC/PRODUCTS LIABILITY INSURANCE

(AUL XS PL 2018)

The **Policy**, **Schedule** and **Endorsements** should be read as if they were one document and if they do not meet your needs please return them to AXIS Underwriting Limited.

POLICY NUMBER: 8E3130GLA203

Please read this Policy, Schedule and Endorsements carefully.

Authorised Signatory

A handwritten signature in black ink, appearing to read "Ross Loudon". The signature is fluid and cursive, with a long horizontal stroke at the end.

.....
Ross Loudon,
Director,
For and on behalf of AXIS Underwriting Limited.

Date: 04/09/2020

All enquiries should be addressed to -

AXIS Managing Agency Limited
52 Lime Street
London
EC3M 7AF



SCHEDULE

POLICY NO: 8E3130GLA203

INSURED: G & S Waste Management Ltd

ADDRESS: Unit 7-8
Ferry Lane
Rainham
Essex
RM13 9BU
United Kingdom

BUSINESS: Skip Hire and Waste Removal

PERIOD OF INSURANCE: **From:** 05/09/2020
To: 04/09/2021
Both days inclusive, local standard time, at the address of the Insured

INDEMNITY LIMITS:

PUBLIC LIABILITY GBP 5,000,000.00
Each and every Event or series of Events arising from one originating cause in the Period of Insurance

PRODUCTS LIABILITY GBP 5,000,000.00
In all in the Period of Insurance.

**UNDERLYING LIMIT OF INDEMNITY
(Total Primary and Underlying Excess Limit Of Indemnity):**

PUBLIC LIABILITY GBP 5,000,000.00
Each and every occurrence in the Period of Insurance

PRODUCTS LIABILITY GBP 5,000,000.00
In all in the Period of Insurance.

PRIMARY INSURERS: QBE (Miles Smith Scheme)

PRIMARY POLICY NO: B1903147191045

UNDERLYING EXCESS INSURERS:

UNDERLYING EXCESS POLICY NO: To be Advised

PREMIUM:

MINIMUM & DEPOSIT: GBP 1,050.00
Plus UK Insurance Premium Tax 12%

TOTAL PREMIUM: GBP 1,176.00



INTRODUCTION

Thank you for choosing AXIS Underwriting Limited for your Excess of Loss Public and Products Liability insurance. Please check that this document and the Schedule meet your needs and that you understand them.

If you have any questions about these documents, please contact your broker or agent who will be pleased to help you.

This policy wording, the schedule and any endorsements should be read as if they were one document and, together, they represent the contract between you and us.

This document sets out what is and what is not covered. The schedule shows the sections of cover you have chosen for your Excess of Loss Insurance. This is a legal document and should be kept in a safe place.

In return for payment of the premium shown in the schedule, we agree to insure you, in the manner and to the extent provided in this contract during the period of insurance, subject to the terms and conditions contained in or endorsed on this policy.

Please read this Policy wording and the schedule carefully. Please also pay particular attention to any endorsements which have been added to your policy. If any endorsements are conditions precedent to liability and you fail to follow these requirements then this may invalidate your claim or the Policy as a whole. If these documents do not meet your needs, please contact your broker.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You have a duty to inform us of every material circumstance that you know or ought to know or anyone responsible for your insurances knows or ought to know, in a way that is reasonably clear and accessible to us. You also have a duty to answer any questions we have asked you accurately and to ensure that any information you do provide is correct.

Interpretation

This Policy the Schedule and any Endorsements shall be considered one document and any word or expression to which a specific meaning has been attached will bear such meaning wherever it appears

Definitions

1. Insured Event means
 - a) bodily injury to or death disease or illness of any person)
 - b) loss of or damage to property) all as more specifically
 - c) any other event in respect of which we have agreed to) defined in and covered
provide indemnity) by the Underlying Policies

2. Period of Insurance means the period stated in the Schedule



3. Underlying Policies means the Primary Policy and all policies providing indemnity in excess of the Primary Policy up to the Underlying Limit of Indemnity specified in the Schedule
4. Underlying Insurers means the Primary Policy Insurers and all Insurers providing indemnity in excess of the Primary Policy up to the Underlying Limit of Indemnity specified in the Schedule
5. We/Our/we/us/our/Insurer means AXIS Underwriting Limited for an on behalf of Certain Underwriters at Lloyd's and/or any other subscribing insurers listed on this Policy
6. You/Your/you/your/Insured means any person or any company described in the Schedule and as covered in the Underlying Policies (but excluding any company registered under the laws of the United States of America or Canada or domiciled or operating in those countries)

Insuring Agreement

We will provide indemnity to you

1. against all sums up to the Limit of Indemnity and in excess of the Underlying Limit of Indemnity stated in the Schedule which you will become legally liable to pay as damages or compensation and claimant's costs and expenses in respect of any Insured Event happening during the Period of Insurance
2. in respect of all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

either

- a) up to the Limit of Indemnity and in excess of the Underlying Limit of Indemnity stated in the Schedule for all damages compensation costs and expenses where the Underlying Policies provide for costs and expenses to be included within the Underlying Limit of Indemnity

or

- b) up to the Limit of Indemnity and in excess of the Underlying Limit of Indemnity stated in the Schedule for damages and compensation with costs and expenses payable in addition where the Underlying Policies provide for costs and expenses to be payable in addition to the Underlying Limit of Indemnity Our liability for such costs and expenses shall be limited to that proportion which the amount payable under this Policy (excluding such costs and expenses) bears to the total sum payable under all contributing policies excluding the said costs and expenses

Provided always that

- i. in the event of the Underlying Insurers exercising a right under their policies to pay the Underlying Limit of Indemnity and only be liable for costs and expenses for which they are responsible up to the time of such payment then we will provide indemnity in respect of costs and expenses for which the Underlying Insurers would have been liable had they not exercised that right
- ii. if any aggregate Limit of Indemnity of the Underlying Policies is exhausted by reason of claims paid by the Underlying Insurers (or which they have been held liable to pay) we will



- a) in the event of partial exhaustion provide indemnity in excess of the reduced Underlying Limit of Indemnity
- b) in the event of total exhaustion continue this Policy in force as the Primary Insurance subject to the terms of this Policy

Conditions

1. This Policy is subject to all of the terms of the Underlying Policies (unless they conflict with any of the terms of this Policy including the Schedule in which case the terms of this Policy will prevail) which were applicable at the time of the Insured Event for which indemnity is sought under this Policy. No amendment for which the Underlying Insurers require an additional premium or require you to bear a part of any claim by way of an excess or co-insurance shall be effective in extending the scope of this Policy without our written consent
2. It is a condition precedent to indemnity under this Policy that you will give written notice to us as soon as reasonably practicable of any occurrence accident or happening or any claim made against you which could involve more than 25% of the Underlying Limit of Indemnity and shall give all such assistance as we may require
3. In the event of a claim arising which may involve this Policy no costs or expenses for which there may be indemnity under this Policy shall be incurred without our written consent being first obtained and if we so consent we will contribute to such costs and expenses on the basis stated in the Insuring Agreement. Should a settlement of such claim be practicable prior to taking the case into court (whether by compromise or otherwise) for a sum not exceeding the Underlying Limit of Indemnity no cost or expenses shall be payable by us. No settlement of any claim by agreement will be effected by you for a sum in excess of the Underlying Limit of Indemnity without our written consent
4. No indemnity will be given in respect of any judgment award payment or settlement made in any country or territory which operates under the laws of the United States of America or Canada nor to any order made anywhere in the world to enforce such judgment award or settlement either in whole or in part or in respect of legal costs fees and expenses pertaining thereto, unless you have expressly requested that there will be no such limitation and have accepted the terms offered by us in granting such cover. Such cover will be limited to that expressly provided for in any Endorsement
5. No liability shall attach to us under this Policy arising out of liquidated damages or penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
6. No liability shall attach to us under this Policy unless and until the Underlying Insurers have paid or have been held liable to pay the Underlying Limit of Indemnity in full
7. Any amount recovered or received after payment of a claim under this Policy shall be treated as if recovered or received prior to settlement of such claim which shall then be applied as between us the Underlying Insurers and you first in or towards repayment of all sums paid by us pursuant to the Insuring Agreement in this Policy in respect of such claim and thereafter in respect of any balance remaining between the Underlying Insurers and you in accordance with the terms of the Underlying Policies Any costs incurred in relation to such recoveries shall be adjusted between us, the Underlying Insurers and you in proportion to the actual amounts paid by each
8. It is a condition precedent to liability that the Underlying Policies shall be maintained in full



force and effect during the currency of this Policy except for any reduction of any aggregate Underlying Limit of Indemnity solely by reason of claims paid by the Underlying Insurers

9. The insolvency bankruptcy receivership or any refusal or inability to pay by you and/or us shall not operate to
 - a) reduce or exhaust the Underlying Limit of Indemnity
 - b) increase our liability under this Policy
10. If the premium has been calculated on estimates supplied you will as soon as practicable after expiry of the Period of Insurance supply us with particulars necessary for assessment of premium. Should these particulars differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment or refund as the case may be subject to any minimum premium.
11. Any dispute concerning the interpretation of the terms conditions limitations and exclusions contained herein is understood and agreed by both you and us to be subject to English law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
12. We may at any time cancel this Policy by sending 30 days notice of cancellation by registered letter to your last known address and in such case you will be entitled to a return of a proportionate part of the premium in respect of the unexpired Period of Insurance. Such cancellation will be without prejudice to any rights or claims of you or us prior to the expiration of such notice.
13. The obligations of each of us subscribing to this Policy shall be several and not joint and will be solely to the extent of that Insurer's individual subscription. No such Insurer shall be responsible for the subscription of any other Insurer who for any reason does not satisfy all or part of its obligations hereunder.
14. We will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties.

In addition, we may pass information that you have provided, including sensitive personal data, to selected third parties such as the Police, fraud and credit reference agencies and other bodies to substantiate information provided to us, to assist in the prevention and detection of fraudulent claims or as part of our anti-money laundering procedures.

By accepting this contract of insurance, you will be considered to have consented to the use of your data in this way and also to have obtained the consent for us to use in this way any data provided by you relating to your directors, officers, partners and employees.



The Contract (Rights of Third Parties) Act 1999

No rights to enforce any term of this Policy under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this Policy but this does not affect any right or remedy of any such person that arises apart from that Act

Premium Payment

It is a condition of this Policy that the premiums due to us under this Policy are paid within 60 days from inception of this Policy

Non-receipt by us of such premiums by midnight of the premium due date will make this Policy void (invalid) with effect from inception

Policyholder Complaints

AXIS Managing Agency Limited are committed to ensuring that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to either the insurer, AXIS Managing Agency Ltd or the Complaints team at Lloyd's. Contact details are as follows:

Complaints
AXIS Managing Agency Ltd
52 Lime Street
London
EC3M 7AF

Tel No: 020 7050 9000
e-mail: complaints@axiscapital.com

or

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
e-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.



If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. Further information is available from
The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Email complaint.info@financial-ombudsman.org.uk
Telephone 0800 023 4 567 / 0300 123 9 123
Website www.financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

These procedures do not affect your right to take legal action

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available at <http://www.fscs.org.uk> or by telephoning 0800 678 1100 or 020 7741 4100.

Privacy Notice

AXIS values its relationship with you. Protecting the privacy of your personal information is of great importance to us. We want you to understand how and why we collect personal information about you, how we use it, your rights regarding this information, the conditions under which we may disclose it to others and how we keep it secure.

What type of information do we collect about you?

The personal information we collect about **you** may include:

- Name, address, phone number, email
- Gender
- Marital status
- Date and place of birth
- Government identification numbers - National Insurance, Social Security, Passport, Tax, Driver's Licence
- Family information
- Banking information
- Health information / medical history
- Criminal history
- Credit history and credit score
- Claims/Policy Numbers

How do we collect information about you?

We primarily collect personal information from you or your representative through the Policy application process. However, we may also collect information about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim – claimants, witnesses, experts, adjustors, and others.

Why are we collecting your personal information?

We may collect your personal information for the following purposes:

- Account setup, including background
- Defending or prosecuting legal claims



- checks
- Evaluating risks to be covered
- Risk modelling and underwriting
- Customer service communications
- Payments to/from individuals
- Managing insurance or reinsurance claims
- Investigating or prosecuting fraud
- Complying with legal or regulatory obligations
- Direct marketing activities

Where does your information go?

We may need to transfer your personal information to our affiliates, agents or contractors, which are located outside of the European Economic Area (EEA). We will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long do we keep your information?

We will keep your personal information only so long as is necessary to provide service to you under this Policy. Specifically, we will keep your information for so long as a claim may be brought under the Policy, or where we are required to keep your personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, you have the right:

- To receive a copy of the personal information we have collected from you
- To receive further details of the use we make of your information
- To update or correct the personal information we hold about you
- To require us to delete any personal information we no longer have a lawful purpose to use
- To restrict our use of your personal information
- If you are not satisfied with our use of your personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where we may need to restrict the rights described above, in order to safeguard the public interest (e.g., the prevention or detection of crime) or our interests (e.g., to maintain legal privilege).

How to Contact Us

Address any questions regarding **our** privacy practices or this Notice to:

Data Protection Officer
Email: dpo@axiscapital.com
Address: 52 Lime Street, London EC3M 7AF
Phone: +44 207 877 3800

AXIS Underwriting Limited is authorised and regulated by the Financial Conduct Authority, FRN 311833.

The company is a Lloyd's service company and acts for Certain Underwriters at Lloyd's.

Registered Office: 52 Lime Street, London EC3M 7AF. Company No. 3043816 England. VAT Reg No. 795 95 95 40

AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicates 1686 and 2007 at



Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London, EC2Y 9AW (Company Number 08702952).

AUL XS PL 2018



ENDORSEMENTS

The following endorsements attach to and form part of Policy Number **8E3130GLA203** in the name of **G & S Waste Management Ltd** :

All other terms, conditions, exclusions and limitations in this policy remain unaltered.