CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employer's Liability (Compulsory Insurance) Regulations 1998 and as amended with effect from 1 October 2008 (display and production of copies of certificates of insurance), one or more copies of this certificate must be displayed at each place of business at which the policy/certificate holder employs any person covered by the policy to which this certificate relates)

Policy Certificate No:	674680GLA26G
1. Name of Policy/Certificate holder:	A & S Deadman t/as J A Security t/as Mill Lane Commercials and Deadman Confidential Ltd and Wandle Waste Ltd
2. Date of commencement of insurance policy:	02/09/2026
3. Date of expiry of insurance policy:	01/09/2027

We hereby certify that subject to paragraph 2:

1. the insurance to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies (b); and

2. the minimum amount of cover provided by this insurance is no less than £5,000,000 (c)

Signed on behalf of those Lloyd's Underwriters subscribing to the above insurance (Authorised Insurers)

Neil Ross
Head of Retail, AXIS Global Markets

(a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the insurance covers the holding company and all its subsidiaries, or that the insurance covers the holding company and all its subsidiaries except any specifically excluded by name, or that the insurance covers the holding company and only the named subsidiaries.

(b) Specify applicable law as provided for in regulation 4(6) of the Regulations.

(c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant insurance.

Important Notes

- The requirement to display this certificate will be met if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.
- Those Underwriters at Lloyd's on whose behalf this certificate is issued require the following information to be entered by the issuing intermediary:

  Issued on behalf of AXIS Managing Agency Ltd by [Axis Underwriting Ltd]

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 Syndicate 1686 at Lloyd's and subject to the supervision of the

COMBINED LIABILITY INSURANCE

Schedule

Policy No:	674680GLA26G
Insured:	A & S Deadman t/as J A Security t/as Mill Lane Commercials and Deadman Confidential Ltd and Wandle Waste Ltd
Address:	36 Willow Lane Mitcham CR4 4NA United Kingdom
Business:	Collection/destruction/bailing/disposal of waste paper/cardboard and confidential destruction, haulage and warehousing and property owners. Collection of used containers and drums that were used for hazardous liquids. Collection of hazardous liquids/empty gas bottles
Period of insurance:	**From:** 02/09/2026 **To:** 01/09/2027 Both days inclusive, local standard time, at the address of the Insured
Limits of Indemnity:	**Section A - Employers Liability** GBP 10,000,000.00 Any one claim or series of claims arising out of one occurrence. **Section B - Public Liability** GBP 5,000,000.00 Any one claim or series of claims arising out of one occurrence, but in the aggregate during the Period of Insurance in respect of pollution or contamination. **Section C - Products Liability** GBP 5,000,000.00 In the aggregate during the Period of Insurance.
Excess:	**Applicable to Section A** GBP 0.00 **Applicable to Sections B and C** GBP 2,500.00 Each and every claim (in respect of Property Damage/Bodily Injury) including costs and expenses
Endorsements:	As attached

PREMIUM:	**Minimum & Deposit**	**Rate %**	**Category**
Section A:	GBP 18,250.00	0.22	Clerical
		N/A	All Others
		4	FLT/Machinery/yard/sorters/drivers
		4	Hazardous Waste Collection
Section B & C:	GBP 8,750.00	0.205	United Kingdom
		N/A	Worldwide excluding North America
		N/A	North America (Exports only)

Combined Minimum & Deposit Premium: GBP 27,000.00
Plus: GBP 3,240.00 UK Insurance Premium Tax 12%
Total Premium: GBP 30,240.00
Adjustable in accordance with "Adjustment of Premium" condition

Policy Wording

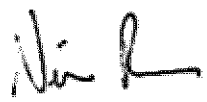
Welcome

Welcome to **your** Combined Liability Insurance Policy Wording.

This Policy offers protection for the sums **you** become legally liable to pay and **defence costs** incurred for **injury** or **damage** which arise out of or in connection with **your business**. The Schedule will confirm which sections of cover apply and the **limit of indemnity** applicable to those sections.

If **you** have any questions about **your** Policy or would like to make any changes to the cover provided, please contact the broker or agent who arranged **your** Policy. They administer **your** Policy on **our** behalf and will be pleased to help.

Certain words and phrases in this document have special meanings. These are highlighted in **bold** and are explained in the 'Definitions' Section of this document.



Neil Ross
Head of Retail
AXIS Global Markets

For and on behalf of AXIS Managing Agency Ltd

The Insurance Contract

This Policy Wording, the Schedule and any Endorsements attached to these documents form the contract of insurance between **you** and **us**. They should be read together as if they are one document. In return for the payment of the insurance premium and subject to the terms and conditions of **your** Policy, **we** will provide the cover explained in **your** Policy documentation for the duration of **your** Policy.

Claims Helpline

To make a claim, please contact the AXIS Claims department at:

Address: Claims, AXIS Managing Agency Ltd, 52 Lime Street, London EC3M 7AF

Tel: 020 7877 3800

Email: liability.claims@axiscapital.com

You can find more information about claims in the 'General Conditions' Section of this document.

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Section A – Employers Liability

What is Covered

We will pay any sums that **you** become legally liable to pay if an **employee** brings a claim against **you** for **injury** sustained during the **period of insurance** in the course of their employment by **you**, provided that such **injury** occurs:

a) within the **insured territories**; or

b) elsewhere in the world during a temporary visit by an **employee** who is normally resident in the **insured territories**.

We will also pay any costs, fees and expenses incurred by the claimant and any **defence costs** incurred by **you** (with **our** prior consent) for the defence, handling or settlement of a claim under Section A.

All payments are subject to the **limit of indemnity** for Section A which is stated in the Schedule. The **limit of indemnity** for Section A is inclusive of payments made for **defence costs**.

Employer's Liability Compulsory Insurance Clause

The cover provided by Section A is in accordance with the provision of any law enacted in the **insured territories** relating to the compulsory insurance of liability to **employees**.

If **we** pay any sum which **we** would not have been liable to pay but for the provision of such law, **you** must repay that sum within 14 days of **our** request.

Extension

Unsatisfied Court Judgments

If following **injury**, an **employee** obtains a judgment for damages against any company or individual operating from premises within the **insured territories** which remains unsatisfied more than six months after the date of such judgment, at **your** request, **we** will pay that **employee** the amount of any unsatisfied damages and awarded costs, provided that:

i) the **injury** was sustained during the **period of insurance** in the course of their employment by **you**; and

ii) there is no appeal outstanding; and

iii) **we** would have provided cover under Section A of this Policy if the judgment had been made against **you**; and

iv) the **employee** assigns their judgement to **us** and gives all information, consent and assistance that **we** require in relation to this claim.

Exclusions

The following exclusions are specific to Section A of this Policy. The sub-header 'General Exclusions' includes further exclusions which apply to the Policy as a whole unless stated otherwise.

We will not make any payment under Section A:

a) For any claim brought against **you** in a court of law outside the **insured territories** stated in the Schedule.

b) For **injury** sustained while an **employee** is being carried in or on or entering into or alighting from any vehicle for which compulsory insurance or security is required under road traffic legislation.

c) For any amount payable under workman's compensation, social security or health insurance legislation or any similar legislation.

d) For medical and/or repatriation costs.

e) For **injury** arising while an **employee** is offshore.

For the purpose of this insurance, an **employee** is deemed to be offshore from the time they board any form of transport at the point of departure for an offshore rig, installation or platform until they disembark onto land following their return from that rig, installation or platform.

Section B – Public Liability

What is Covered

We will pay any sums that **you** become legally liable to pay if a claim is brought against **you** for accidental **injury** and/or accidental **damage** which occurs during the **period of insurance** in connection with **your business**, provided that such **injury** or **damage** occurs:

a) within the **insured territories**; or

b) elsewhere in the world during a temporary visit by an **employee** who is normally resident in the **insured territories**.

We will also pay any costs, fees and expenses incurred by the claimant and any **defence costs** incurred by **you** (with **our** prior consent) for the defence, handling or settlement of a claim under Section B.

All payments are subject to the **limit of indemnity** for Section B which is stated in the Schedule, other than payments for **defence costs** which are in addition to the **limit of indemnity**.

Extensions

a) **Defective Premises Act**

We will pay all sums that **you** become legally liable to pay as compensatory damages for **injury** and/or **damage** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that such **injury** and/or **damage** occurred during the **period of insurance** in connection with premises which have been disposed of by **you**.

We will not provide any cover under this Extension:

i) in connection with any premises which was not owned by **you** in connection with **your business** prior to its disposal;

ii) for the cost of remedying any defect or alleged defect in the premises; or

iii) for liability more specifically insured under any other insurance.

All payments are subject to the **limit of indemnity** for Section B which is stated in the Schedule.

b) **Motor Contingent Liability**

We will pay all sums that **you** become legally liable to pay for **injury** and/or **damage** arising out of the use of a motor vehicle owned by an **employee**, provided that such **injury** and/or **damage** occurred during the **period of insurance** while the vehicle was being used in connection with **your business**.

We will not provide any cover under this Extension:

i) for **injury** to any person being carried on a motorcycle;

ii) for the loss of or **damage** to the vehicle;

iii) for the loss of or damage to contents being carried in or on the vehicle;

iv) for **injury** or **damage** arising while the vehicle is being driven by **you**;

v) for **injury** or **damage** arising while the vehicle is being driven with **your** consent by a person who does not hold an appropriate licence for that vehicle;

vi) for liability more specifically insured under any other insurance or security; or

vii) while the vehicle is being used outside of the **insured territories**.

All payments are subject to the **limit of indemnity** for Section B which is stated in the Schedule.

c) **Overseas Personal Liability**

We will pay all sums that **you**, an **employee** or a director or partner of **your business** (including a member of their family or a person who normally resides with them) become legally liable to pay for **injury** and/or **damage** incurred in a personal capacity while temporarily outside the **insured territories** during the **period of insurance** in connection with **your business**.

We will not provide any cover under this Extension:

i) for liability arising out of the ownership of occupation of land or buildings; or

ii) for liability more specifically insured under any other insurance.

All payments are subject to the **limit of indemnity** for Section B which is stated in the Schedule.

d) **Consumer Protection Act and Food Safety Act**

We will pay the cost of prosecution and legal fees and expenses incurred with **our** prior consent for **you**, an **employee** or a director or partner of **your business** in the defence of criminal proceedings or in an appeal against a conviction in respect of:

i) a breach of Part II of the Consumer Protection Act 1987; or

ii) a breach of Part II of the Food Safety Act 1990,

which was committed, or alleged to have been committed, during the **period of insurance** in connection with **your business** and in connection with a claim which may form the subject of indemnity under this Policy.

We will not provide any cover under this Extension:

i) for fines or penalties of any kind;

ii) for liability more specifically insured under any other insurance; or

iii) to proceedings resulting from any deliberate act or omission.

All payments are subject to the **limit of indemnity** for Section B which is stated in the Schedule.

Exclusions

The following exclusions are specific to Section B of this Policy. Please see the 'What is Not Covered' Section of this document for further exclusions which may apply. The sub-header 'General Exclusions' includes further exclusions which apply to the Policy as a whole unless otherwise stated.

We will not make any payment under Section B:

a) For any claim within the scope of cover set out in Sections A and C, whether or not these sections are in force or cover is excluded.

b) For **injury** or **damage** arising out of or in connection with any **product**.

c) For any claim which is caused by, contributed to by or arises from the ownership, possession or use by **you**, on behalf of **you** or by any person or party entitled to make a claim under this insurance of any motor vehicle or trailer for which compulsory insurance or security is required by legislation. Provided that this exclusion will not apply to claims:

i) which are covered under the Motor Contingent Liability Extension within Section B;

ii) caused by, arising or resulting from the use of any tool or plant which forms part of, is attached to or is used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation;

iii) which occur beyond the limits of any carriageway or thoroughfare that are caused by, arise or result from the loading or unloading of any motor vehicle or trailer, except where indemnity is provided by any motor insurance contract; or

iv) caused by, arising or resulting from any motor vehicle or trailer which is temporarily in **your** custody or control for the purpose of parking, except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer.

d) For any claim which is caused by, contributed to by or arises from the ownership, possession or use by **you**, on behalf of **you** or by any person or party entitled to make a claim under this insurance of any aircraft, hovercraft, offshore installation, rig or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways).

e) For **damage** to property owned by, leased to, hired by, under hire purchase, on loan to or held in trust by **you**, or which is otherwise in **your** care custody or control, other than:

i) clothing and personal effects of **employees** and visitors;

ii) premises (including contents within such premises) temporarily occupied by **you** for work, but **we** will not provide cover for **damage** to any part of any property on which **you** are or have been working which arises out of such work;

iii) premises tenanted by **you**, provided always that:

(a) details of such premises have been disclosed to **us**;

(b) liability for such **damage** is not assumed by **you** under agreement where liability would not have existed in the absence of the agreement;

(c) **we** will not be responsible for the first £500 of such **damage**; and

(d) **we** will not cover **damage** caused by, arising or resulting from fire or explosion.

Section C – Products Liability

We will pay all sums that **you** become legally liable to pay as compensatory damages for accidental **injury** and/or accidental **damage** which occurs during the **period of insurance** and arises out of, or in connection with, any **product**.

We will also pay any costs, fees and expenses incurred by the claimant and any **defence costs** incurred by **you** (with **our** prior consent) for the defence, handling or settlement of a claim under Section C.
All payments are subject to the **limit of indemnity** for Section C which is stated in the Schedule, other than payments for **defence costs** which are in addition to the **limit of indemnity**.

Exclusions

The following exclusions are specific to Section C of this Policy. Please see the 'What is Not Covered' Section of this document for further exclusions which may apply. The sub-header 'General Exclusions' includes further exclusions which apply to the Policy as a whole unless otherwise stated.

We will not make any payment under Section C:

a) For any claim within the scope of cover set out in Sections A and B, whether or not these sections are in force or cover is excluded.

b) For costs incurred to repair, recondition or replace any **product**, or any part of any **product**, which is alleged to be defective.

c) For any claim caused by, arising or resulting from the recall of any **product** or any part of any **product**.

d) For any claim caused by, arising or resulting from any **product** which, with **your** knowledge, is intended to be incorporated into the structure, machinery or controls of any aircraft other aerial device, hovercraft or offshore rig, installation or platform.

e) For any claim caused by, arising or resulting from any **product** which **you** know, or should reasonably know, is to be delivered or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada, unless **we** have issued an Endorsement to specifically agree otherwise and **you** have accepted any terms applied by **us** in order to provide such cover.

f) For any claim caused by, arising or resulting from the failure of any **product**, or any part of any **product**, to fulfil the purpose for which it was intended, unless the failure is due to an unintended and unexpected defect in the manufacture and/or assembly of such **product** or **product** part.

g) For any claim caused by, arising or resulting from **damage** to the **product** or any part of any **product**.

h) For any claim which arises from circumstances known to **you** before the start date of this Policy.

Extensions to Sections A, B and C

In the event of a valid claim under Sections A, B or C of this document, **we** will extend cover to provide the following additional benefits.

Compensation for Court Attendance

In the event that **your** director or partner or an **employee** attends court as a witness at **our** request in connection with a claim under this Policy, **we** will provide compensation to **you** at the following rates for each day on which attendance is required:

a) a director or partner: £250 per day

b) an **employee**: £150 per day

That the most **we** will pay under this extension during any one **period of insurance** is £5,000.

Indemnity to Others

The cover provided under Sections A, B and C of this Policy extends to:

a) **your** director or partner or an **employee** in respect of the performance of their obligations in connection with **your business**;

b) officers, committees and members of **your** canteen, social, sports, first aid, fire-fighting and welfare organisations in their respective capacity as such;

c) any person or firm arising out of the performance of a contract with **you** for the provision of labour only;

d) at **your** request, any principal in respect of legal liability which would have been covered by this Policy if the claim had been made against **you** arising out of work carried out by **you** under contract or agreement; and

e) the personal representatives of any person or party indemnified by reason of this Extension in respect of legal liability incurred by such person or party,

Provided that:

i) each person or party specified above must observe and be subject to the terms and conditions of this Policy as if they were **you**; and

ii) **our** liability under this Extension will in no way operate to increase the **limit of indemnity** or any other limit which may apply, regardless of the number of persons or parties claiming indemnity.

Criminal Prosecution Costs and Inquests

Where **defence costs** are covered under Sections A, B and C of this Policy, cover is extended to include:

a) costs of prosecution awarded against **you** and legal fees and expenses incurred with **our** prior consent in the defence of any investigation or the prosecution of **you** for actual or alleged:

   i) offences under Part I of the Health & Safety at Work etc Act 1974 (and/or any UK legislation of similar effect); and/or

   ii) corporate manslaughter or corporate homicide against **you** or other person insured by this Policy under the Corporate Manslaughter and Corporate Homicide Act 2007,

   Provided that:

   iii) **we** will not provide any cover for fines or penalties imposed as a consequence of such prosecution or for costs, fees or other expenses incurred to comply with a publicity and/or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007; and

iv) **our** liability will not exceed £1,000,000 in total for all claims made under point a) ii) above during any one **period of insurance**;

b) legal fees and expenses incurred with **our** prior consent for **your** representation at any coroner's inquest or fatal accident inquiry; and

c) legal fees and expenses incurred with **our** written consent in connection with **your** defence at any proceedings in a court of summary jurisdiction.

What is Not Covered

Exclusions applicable to Sections B and C

The following exclusions apply to Sections B and C only. The sub-header 'General Exclusions' includes further exclusions which apply to the Policy as a whole unless stated otherwise.

We will not make any payment for any claim which directly or indirectly is caused by, contributed to by or arises from:

a) The deliberate, conscious or intentional disregard by **your** technical or administrative management of the need to take all reasonable steps to prevent **injury** or **damage**.

b) Liquidated damages clauses, penalty clauses or performance warranties unless it can be proved that liability would have attached in the absence of such clauses or warranties.

Liquidated damages are specific damages agreed at the time a contract is made which act as compensation in the event of a breach of contract.

c) Pollution or contamination of the atmosphere or of any water, land, buildings or other tangible property, except to the extent that it can be proved that such pollution or contamination:

i) was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **period of insurance**; and

ii) was not the direct result of **you** failing to take reasonable precautions to prevent such pollution or contamination.

Any payment made for pollution or contamination will be in the aggregate during the Period of Insurance and will not exceed the **limit of indemnity** stated in the **Schedule**.

All pollution or contamination which arises out of one incident will be considered, for the purposes of this Policy, to have occurred at the time such incident takes place.

d) War, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or the confiscation, nationalisation, requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

e) i) The recognition, interpretation, failure to recognise or interpret or calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether **your** property or not; or

ii) Any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether **your** property or not.

This exclusion applies regardless of any other cause which contributes concurrently or in any sequence to such loss, **damage**, expense, liability or claim.

f) Any form of design, formula or specification or technical or professional service or advice given by **you** for a fee or in circumstances where a fee would normally be charged or by anyone acting on **your** behalf.

g) **Financial loss**.

h) A contract or agreement which would not have arisen in the absence of such contract or agreement.

i) **Your** use of or reliance upon, or the sale or supply of, any computer, hardware or related information, technology or communication system, any computer software, internet or intranet website or similar facility, system or network and/or any electronic data or related information.

This exclusion will not apply to a claim for **injury** caused by an accident involving physical contact with computer hardware.

j) Any judgement, award or settlement made within a country which operates under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part), unless **you** have expressly requested that there is no such limitation and accepted the terms offered by **us** to grant such cover.

k) **Injury** to an **employee** where such **injury** arises out of and in the course of their employment by **you**.

l) Fines, penalties, punitive or exemplary damages or other non-compensatory damages of any kind.

Punitive or exemplary damages are damages awarded in excess of a claimants' loss which are intended to punish the defendant rather than compensate the claimant.

m) **We** will not cover **you** for any liability for injury, loss or damage or any associated costs or expenses, or any fines or penalties or any other amount directly or indirectly caused by or arising from:

i. Coronavirus (COVID-19) (the disease caused by SARS-CoV-2)

ii. Other disease caused by any mutation or variant of SARS-CoV-2;

iii. Any novel infectious disease caused by a newly identified agent; or,

iv. A threat, fear or likelihood of infection from any of the above or measures taken to prevent the spread of any of the above.

This includes claims involving quarantine, whether self-imposed, recommended by a medical professional or imposed by government or public authority.

n) **We** will not cover **you** for 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.

i) 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.

ii) If **we** allege that this Exclusion applies to any claim under this policy the burden of proving the

contrary shall be upon **you**.

iii) **PFAS** means any organic molecule, salt, free radical or ion, the composition of which includes at least one:

a. perfluorinated methyl group ($-CF_3$); or

b. perfluorinated methylene group ($-CF_2-$).

General Exclusions

The following exclusions apply to the Policy as a whole and are in addition to any section specific exclusions.

We will not make any payment for any claim which directly or indirectly is caused by, contributed to by or arises from:

a) Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination however such reaction, explosion, radiation or contamination may have been caused.

Provided that in respect of a claim arising from **injury** which forms the subject of indemnity under Section A of this Policy, this exclusion will only apply to liability:

i) for any party to whom indemnity is granted under Clause d) of the Policy Extension 'Indemnity to Others' and/or

ii) assumed by **you** by agreement which would not have attached in the absence of such agreement.

b) Any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the threat and/or the use of violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

This Exclusion also excludes **injury** or **damage** or cost or expense of any nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

If **we** allege that by reason of this Exclusion any **injury** or **damage** or cost or expense is not covered by this Policy, the burden of proving otherwise will be upon **you**.

In respect of Section A of this Policy, this Exclusion will not apply to the first £5,000,000 of any one claim or a series of claims against **you** arising out of any one **occurrence** (inclusive of **defence costs**).

c) Asbestos or asbestos fibres, including but not limited to **injury** or **damage** caused by or in any way connected with asbestos or asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres or the cost of removing, nullifying or cleaning up asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres.

In respect of Section A of this Policy, this Exclusion will not apply to the first £5,000,000 of any one claim or a series of claims against **you** arising out of any one **occurrence** (inclusive of **defence costs**).

d) Any claim or loss which is covered by any other contract of insurance or indemnity arrangement.

However, if the **limit of indemnity** under this Policy is higher than that payable under any other contract of insurance or indemnity agreement, **we** will pay any amount in excess of the maximum

limit of indemnity of the other contract of insurance or indemnity agreement (up to the maximum **limit of indemnity** of this Policy).

e) If **you** make a fraudulent claim under this insurance, **we**:

i) will not pay the claim; and

ii) may recover (from **you**) any sums already paid by **us** in respect of the fraudulent claim; and

iii) may terminate this insurance from the time of the fraudulent act.

If **we** exercise **our** right under point iii) above:

iv) **we** will not pay any claim which occurs after the time of the fraudulent act; and

v) will not return any of the premiums paid.

f) **We** will not provide any cover under any circumstances for any loss, damage, liability, claim, fine, penalty, cost, or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

i. **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

ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount relating to the value of such **data**.

This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy. This cover is limited to the first £5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of **defence costs**).

This exclusion supersedes any other wording in the Policy or any endorsement having a bearing on a **cyber act, cyber incident,** or **data** and if in conflict with such wording, replaces it.

If **we** allege that by reason of this exclusion that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary will fall upon **you**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will continue in full force and effect.

Definitions applicable to this exclusion:

A. **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 you or any other party.

B. **Cyber Act** means:

i. a deliberate, unauthorised, malicious or criminal act;

ii. a series of related deliberate, unauthorised, malicious or criminal acts; or

iii. any threat or hoax relating to i and/or ii above,

regardless of time and place, involving access to or the processing, use or operation of any **computer system**.

C. **Cyber Incident** means:

i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any **computer system**; or

ii. 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**.

D. **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**.

General Conditions

Some of the conditions below are conditions precedent to **our** liability to provide insurance cover under **your** Policy. These will be clearly marked where applicable. Breaching these conditions may affect the cover provided and/or the settlement of any claim.

Notification of a Claim

It is a condition precedent to **our** liability under this insurance that **you** give notice, as soon as practicable but no later than 14 days after the date that **you** or **your** representative have knowledge of:

a) any claim or **occurrence** that **you** are aware of;

b) **your** receipt of any form of notice that a claim or **occurrence** may reported; or

c) any circumstances **you** become aware of which may result in a claim or **occurrence** under this insurance.

To make a claim, please contact the AXIS Claims department at:

Address: Claims, AXIS Managing Agency Ltd, 52 Lime Street, London EC3M 7AF

Tel: 020 7877 3800

Email: liability.claims@axiscapital.com

It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with this condition and this has a negative effect on **our** ability to defend that claim.

Limit of Indemnity and Excess

a) **We** will only make a payment where the sums that **we** agree to pay exceed the **excess**.

b) A separate **excess** applies to each and every claim.

c) **We** will not be liable for the amount of the **excess**.

d) **You** must not take out insurance in respect of the **excess**.

e) **We** will not make any payment above the **limit of indemnity**.

Admitting Liability

It is a condition precedent to **our** liability under this insurance that **you** do not make an admission of liability or any agreement, promise, offer or payment without **our** prior consent.

It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with this condition and this has a negative effect on **our** ability to defend that claim.

Claim Control

We are entitled to take control of the investigation, defence and settlement of any claim or to prosecute, in **your** name and for **our** benefit, any claim for indemnity or otherwise against any third party.

At **your** own expense, **you** must provide any information, documentation, evidence, co-operation and assistance that **we** require to enable **us**, or any person appointed to act on **our** behalf, to investigate,

defend or settle a claim.

You must also comply with all rules of court and any court orders, follow any advice given by a solicitor appointed by **us** and, where necessary, attend any hearings, meetings or conferences and sign any documents at the request of that solicitor.

It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with this condition and this has a negative effect on **our** ability to defend that claim.

Discharge of Liability

We may, at any time, pay the **limit of indemnity** or any other applicable limit (after the deduction of any sum already paid), or any lesser amount for which a claim can be settled, and discharge **our** liability to make any further payments under this Policy.

Provided that **we** will pay any **defence costs** which are covered by this Policy which were incurred prior to the date of such payment.

Subrogation

We maintain a right to recover any payment made by **us** following a claim or **occurrence** under this Policy.

Provided that **we** agree not to exercise this right against any past, present or future **employee**, director or partner of the company named as the 'Insured' in the Schedule, or any subsidiary of that company, unless such payment has been brought about or contributed to by a wilful, malicious, dishonest or fraudulent act or omission by that **employee**, director or partner.

You must not do anything to impair any actual or potential rights of recovery and, at **our** request, bring proceedings to transfer to **us** any rights of recovery available to **you**. At **your** cost, **you** must also provide all reasonable assistance to enforce those rights.

Any recovery will be applied as follows:

a) firstly, to **us**, the amount of any payment made by **us**;

b) secondly, to **you**, the recovery of **your excess** or other amount paid by **you**.

Reasonable Precautions

It is a condition precedent to **our** liability under this insurance that, at **your** own expense, **you**:

a) take all reasonable steps to avoid **injury** or **damage** and prevent the sale or supply of **products** which are defective in any way;

b) before the commencement of the employment of an **employee**, **you** use **your** best endeavours to ensure that references are taken up and qualifications checked, that any gaps in employment history are checked and all relevant local authority and police checks are undertaken;

c) ensure an appropriate level of supervision for all **employees**;

d) as soon as possible after discovering a defect or danger, make good or remedy that defect or danger and take additional precautions as may be necessary;

e) cease any activity that has resulted in **damage** or **injury** which may give rise to further **damage** or **injury**;

f) comply with all statutory requirements and other safety regulations imposed by any authority;

g) comply with all the terms and conditions of this insurance and ensure that any actions required by this insurance have been completed.

It could affect the settlement of a claim, or **we** may reject a claim, if **you** do not comply with this condition and this has a negative effect on **our** ability to defend that claim.

Change of Risk

You must inform **us,** as soon as practicable, of:

a) any alternation or change of circumstance which could increase the risk of a claim under this insurance; and/or

b) any change to the information provided in **your Proposal**; and

c) any inaccuracies, errors, or omissions within **your Proposal** and of any changes to your details or circumstances.

Adjustment of Premium

If the premium for **your** Policy has been calculated on estimates provided by **you**, **you** must keep an accurate record of all relevant particulars which is available to **us** for inspection.

Within one month of the expiry date of each **period of insurance you** must provide **us** with an accurate statement in the form required so the premium for that period can be calculated and the difference paid by or allowed to **you**.

If **you** fail to provide such statement within the specified timeframe **we** may charge an additional premium for that **period of insurance**.

Premium Payment

It is a condition precedent to **our** liability under this insurance that the premium is paid within 60 days of inception or where the premium is payable by instalments, at the time the instalment is due. If the premium is not paid, **we** or **your** broker or agent may cancel **your** insurance by sending 14 days' notice, in writing, to **your** last known address.

We will make a proportionate charge for the time **we** have provided cover (based on the number of days this insurance was in force), with the full premium being payable if **you** have made a claim, including a claim which is under consideration, or if **you** are aware of an incident which is likely to result in a claim.

If the premium is paid before the notice period expires **we** will automatically revoke notice of cancellation. If not, the insurance will automatically terminate at the end of the notice period.

In the event that the premium is not paid within 60 days of inception, **you** will be in breach of this condition and **we** will have no liability under this insurance in respect of loses occurring or attributable to something happening between the date of the breach and the date that the breach is remedied.

Cancellation by You

You may cancel this insurance at any time by contacting the broker or agent who arranged **your** Policy.

If **you** cancel this insurance before cover has commenced, **we** will allow a full refund of premium.

You may cancel this insurance at any other time and **we** will consider an appropriate refund noting that this Policy is based on a minimum and deposit premium.

Cancellation by Us

We may cancel this insurance at any time by sending 30 days' notice, in writing, to **your** last known address. This action will only be taken for a valid reason such as:

a) a change in the risk which means **we** can no longer provide insurance cover;

b) **your** non-cooperation or **your** failure to supply any information or documentation that **we** request; or

c) **your** use of threatening or abusive behaviour.

We will make a proportionate charge for the time **we** have provided cover (based on the number of days this insurance was in force), with the full premium being payable if **you** have made a claim, including a claim which is under consideration, or are aware of an incident which is likely to result in a claim.

Cross Liability

Where there is more than one party named in the Schedule as the **Insured**, this Policy will apply separately to each **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured**.

We agree to waive all rights of subrogation against any of these parties, provided that the total amount payable in respect of all parties will not exceed in total the **limit of indemnity**.

Legal, Regulatory and Other Information

About AXIS

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 Syndicate 1686 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at 52 Lime Street, London, EC3M 7AF (Company Number 08702952).

Law and Jurisdiction

This insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this policy and all communications relating to it will be in English.

Duty of Fair Presentation

Before this insurance contract is entered into, **you** must make a fair presentation of the risk to **us**, in accordance with Section 3 of the Insurance Act 2015. In summary, **you** must:

(a) Disclose to **us** every material circumstance which **you** know or ought to know. Failing that, **you** must give to **us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and

(b) Make the disclosure in clause (a) above in a reasonably clear and accessible way; and

(c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

For the purposes of clause (a) above, **you** are expected to know the following:

1. If **you** are an individual, what is known to the individual and anybody who is responsible for arranging **your** insurance.

2. If **you** are not an individual, what is known to anybody who is part of **your** senior management; or anybody who is responsible for arranging **your** insurance.

3. Whether **you** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If **you** are insuring subsidiaries, affiliates or other parties, **we** expect that **you** will have included them in **your** enquiries, and that **you** will inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **you** breach **your** duty of fair presentation before entering into this insurance contact, the remedies available to **us** are explained below.

a) If the breach is deliberate or reckless:

   i) **we** may avoid the contract and refuse to pay a claim; and

   ii) **we** do not need to return any of the premiums paid.

b) If the breach is not deliberate or reckless, the remedy depends on what **we** would have done if **you** had complied with the duty of fair presentation.

i) If **we** would not have entered into the contract at all, **we** may avoid the contract, refuse all claims or losses and return any premiums paid.

ii) If **we** would have entered into the contract but on different terms (other than terms relating to the premium), the contract will be treated as if it had been entered into on those different terms from the outset.

iii) If **we** would have entered into the contract but charged a higher premium, **we** may reduce the amount **we** pay for a claim by a proportional amount (and, if applicable, the amount already paid for previous claims). In these circumstances **we** will pay X% of the amount **we** would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

If **you** breach **your** duty of fair presentation before entering into a variation to this insurance contract, the remedies available to **us** are explained below.

a) If the breach is deliberate or reckless:

i) **we** may terminate the contact from the date the variation was concluded; and

ii) **we** do not need to return any of the premiums paid.

b) If the breach is not deliberate or reckless, the remedy depends on what **we** would have done if **you** had complied with the duty of fair presentation.

i) If **we** would not have agreed to the variation at all, **we** may treat the contract as if the variation was never made and return any extra premium paid for that variation.

ii) If **we** would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms.

iii) If **we** would have increased the premium by more than **we** did (or at all), **we** may reduce the amount **we** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **we** will pay X% of the amount **we** would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

iv) If **we** would not have reduced the premium as much as **we** did (or at all), **we** may reduce the amount **we** pay for a claim arising after the date of the variation by a proportional amount. In this circumstance **we** will pay X% of the amount **we** would otherwise have been required to pay, where X = (premium actually charged/higher premium) x 100.

Acts and Statutes

The reference to any Act, statute or statutory provision includes any amendment, re-enactment or replacement of that Act, statute or statutory provision.

Where appropriate, the reference to any Act, statute or provision includes reference to any equivalent international legislation.

Sections, Terms, Conditions and Exclusions

If any section, term, condition or exclusion which forms part of **your** Policy is found to be invalid or unenforceable, the remaining sections, terms, conditions and exclusions will be in full force and effect.

If part of a section, term, condition or exclusion which forms part of **your** Policy is found to be invalid or unenforceable, the remainder of that section, term, condition or exclusion will be in full force and effect.

References to the Singular

References to the singular include the plural.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Sanctions

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.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS).
You may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

AXIS Privacy Notice
What is this notice?

This is the short form version of "AXIS UK-EU Privacy Notice". This Notice applies to all individuals purchasing an insurance policy with a firm of the AXIS Capital Group ("AXIS") or benefitting from an insurance policy purchased by an employer or third party on their behalf ("you").

In this Notice, **we** provide **you** with a summary of when, why and how **we** collect and use **your** personal data, the conditions under which we may disclose it to others, how **we** keep it secure and **your** rights under UK and EU data protection laws.

Who collects your personal data?

The AXIS entity that originally collected **your** personal data is responsible for managing **your** personal data ("Data Controller") and is responsible for deciding how **your** personal data is held and used. To find out the identity of the Data Controller, **you** can contact the AXIS company **you** contracted with, **your** broker or **your** employer.

What type of personal data do we collect about you?

We process personal data **you** provide **us** and personal data which is provided to **us** by third parties. **We** process personal data **you** provide to **us**, which may include the following categories of information:

- Anti-fraud information
- Banking information
- Claims/Policy numbers
- Credit History and Credit Score
- Date and Place of birth
- Gender
- Family information

- Government identification numbers
- Marital Status
- Name, Address, phone number, email
- Risk information

And the following categories of special category personal data:
- Criminal history
- Health data/Medical History
- Racial or ethnic origin

Where **we** will process special category personal data about **you**, **we** will apply safeguards in accordance with the applicable data protection legislation.

How do we collect personal data about you?
If **you** are an insured or potential insured, **we** collect data from **you** or **your** representative through the policy application process.
We may also collect data about **you** from **your** family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, and relevant government agencies, including public registers or databases.

If **you** are a claimant, **we** collect data about **you** when **you** notify **us** of a claim, or if the claim is made by someone with a close relationship to **you** or who otherwise has authority to make a claim on **your** behalf.
We may also collect personal data about **you** from others who are involved in the claim, including lawyers, witnesses, experts, and adjusters. Finally, **we** may consult other public sources to validate the claim or protect against fraud or other financial crime.

If **you** decide not to supply personal data that **we** have requested and as a result **we** are unable to comply with **our** professional, legal or regulatory obligations, then **we** may be unable to enter into a relevant contract with **you**. Where **we** already have a contractual relationship with **you**, a decision by **you** not to provide the requested personal data may cause delay in fulfilment of our contractual obligations or may result in **our** being unable to continue the relationship.

Why do we collect personal data about you?
We collect **your** personal data for the following purposes:
- Account setup, including background checks [Legitimate interest, legal obligation, performance of a contract]
- Complying with legal or regulatory obligations [Legal obligation]
- Customer service communications [Performance of a contract]
- Defending or prosecuting legal claims [Establish, exercise, or defend legal claims]
- Direct marketing activities [Consent, legitimate interest]
- Evaluating risks to be covered [Legitimate interest, performance of a contract]
- Investigating or prosecuting fraud [Establish, exercise, or defend legal claims, Legitimate interest]
- Managing insurance or reinsurance claims [Legitimate interest, performance of a contract]
- Payments to/from individuals [Performance of a contract]
- Risk modelling and underwriting [Legitimate interest, performance of a contract]

How long do we keep your personal data?
We will retain **your** personal data in accordance with **our** retention policies and, in any case, for no longer than necessary to provide the services agreed in **your** contract with **us** or to comply with legal or regulatory requirements. Retention periods for personal data are reviewed periodically.

Where does your personal data go?
We may need to transfer **your** personal data to third parties or to other AXIS group companies.

Transferring your personal data outside the UK or EEA
We may transfer **your** personal data to other companies in AXIS and to **our** agents and contractors in the United States, Bermuda, India, Singapore, Dubai, and the Philippines. Whenever **we** transfer **your** personal data outside the UK or EEA, **we** take appropriate steps to ensure **your** personal data and **your** privacy rights are adequately protected.

Your Rights
Under UK and EU data protection laws, **you** have certain rights in relation to **your** personal data. **You** may also file a complaint with a local supervisory authority regarding how **your** personal data is collected and processed. **We** aim to respond to all valid requests within one month of receipt and generally will not charge any fee when processing **your** request.

How to Contact Us
Please address all inquiries, requests, and other communications regarding **your** personal information or this Privacy Notice to:
Contact: Data Protection Officer
Email: dpo@axiscapital.com
Address: 52 Lime Street, London EC3M 7AF
Phone: +44-20-7877-3800
https://www.axiscapital.com/who-we-are/privacy

How to Make a Complaint

If **we** haven't delivered the service **you** expect, **you** can make a complaint by contacting **us** or the Complaints team at Lloyd's.

You can contact **us** at:

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

Tel: 0207 050 8399

E-mail: complaints@axiscapital.com

You can contact the Complaints team at Lloyd's at:

Address: Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693

Fax: 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", which is available from Lloyd's using the contact details shown above.

If **you** are unhappy with the outcome of **your** complaint, **you** may be able to refer it to the Financial Ombudsman Service.

Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 023 4567 (calls are free from "fixed lines" in the UK)

Tel: 0300 123 9123 (calls cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

This does not affect **your** right to take legal action.

Definitions

Words and phrases have the meaning shown below where they appear in bold.

Business

Your business specified in the Schedule while conducted at or from premises in the **Insured Territories**, including:

a) the ownership, repair and maintenance of **your** own property; and

b) **your** provision and management of canteen, social, sports, first aid, fire-fighting and welfare organisations for the benefit of any **employee**.

Damage

The accidental loss of or accidental damage to tangible property.

Defence Costs

Legal costs and expenses incurred by **you** (with **our** prior consent) for the investigation and defence of a claim.

Employee / Person Employed

a) a person under a contract of service or apprenticeship with **you**;

b) labour master and persons supplied by them;

c) labour only sub-contractors;

d) a self-employed person working for and under **your** control;

e) a person hired or borrowed by **you**;

f) a person undertaking study or work experience or youth training scheme with **you**; and

g) voluntary workers or volunteers

whilst working for **you** in connection with **your business**.

Excess

The amount of **your** retained liability as stated in the Schedule.

Financial Loss

Monetary loss unaccompanied by **injury** or **damage**.

Injury

Physical bodily injury including accidental death, disease or illness

Insured Territories

The United Kingdom, the Channel Islands and the Isle of Man.

Limit of Indemnity

The applicable limit stated in the Schedule.

Occurrence

An accident including continuous or repeated exposure to substantially the same general conditions which results in **injury** or **damage** which is neither expected or intended by **you**.

Period of Insurance

The period for which this insurance is valid, which is stated in the Schedule.

Product

Any tangible property after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, erected, sold, hired out, supplied, distributed, treated, processed, serviced, altered, worked on or repaired by **you** or on **your** behalf in connection with **your business**.

Proposal

Any information provided by **you** (or on **your** behalf) or any declaration made by **you** (or on **your** behalf) in connection with the Policy, whether by means of a formal proposal or otherwise.

We / Us / Our

AXIS Managing Agency Ltd.

You / Your / Insured

a) the person, persons or corporate body named in the Schedule; and

b) **your** subsidiary companies notified to **us** and expressly accepted by **us** as covered under this Policy.

Provided that the number of parties claiming an indemnity will in no way operate to increase the applicable **limit of indemnity** or any other limit under this Policy.

ENDORSEMENTS

The following endorsements attach to and form part of Policy Number **674680GLA26G** in the name of **A & S Deadman t/as J A Security t/as Mill Lane Commercials and Deadman Confidential Ltd and Wandle Waste Ltd**:

Gas Safe Registration Warranty
(Applicable to Sections A B & C)
It is hereby warranted that all persons who are working with GAS or GAS appliances are registered GAS SAFE and hold current registration/certification.
28.05.09
All other terms, conditions, exclusions and limitations in this policy remain unaltered.

This Endorsement attaches to and forms part of the Policy

Haulage Restrictions - A & S Deadman T/A J A Security and Wandle Waste Management Ltd

(Applicable to Sections A, B & C of this Policy)

Notwithstanding any provisions in the Policy to the contrary:

There shall be no indemnity provided by this Policy in respect of liability arising out of or in any way connected with:

a) **injury** or **damage** caused by or in any way connected with the wrongful delivery of or the contamination in transit of any load

b) **injury** or **damage** caused by or in any way connected with the carriage of hazardous and/or notifiable goods substances other than those disclosed to **us** i.e.
Class 3 - Flammable Liquid
Class 5 - Oxidising Substance
Class 6 - Toxic Substance (excluding medical waste)
Class 8 - Corrosive Substance
Class 9 - Miscellaneous Dangerous Goods
c) freight forwarders and/or warehouseman's liability

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

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

Fork Lift Truck Condition Precedent
(Applicable to Sections A B & C of the Policy)

It is a condition precedent to liability under this Policy that the use of fork lift trucks is subject to the following procedures

1. operatives must be at least 18 years of age

2. operatives must

    a) complete a training course in the safe use of fork lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive and

b) complete a refresher course within 5 years of the initial training programme and

c) **you** must retain appropriate documentation verifying completion thereof

3. Whenever a fork lift truck is unattended the ignition keys must be removed or the vehicle otherwise immobilised to prevent unauthorised use

4. the carriage of passengers or unauthorised use or application as a tool outside of the design capabilities of the vehicle is prohibited at all times

5. operatives must engage safety restraints whenever such restraints have been fitted to the vehicle

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

Height Limit
(Applicable to Sections A B & C of the Policy)

This Policy does not apply to liability in respect of any claim arising in connection with work undertaken by **you** or any **Person Employed** at a height above ground level (or floor level in the case of work inside any building or structure) which exceeds a height of 10 metres

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

Landfill Site Exclusion
(Applicable to Sections B & C of the Policy)

This Policy does not indemnify **you** in respect of any liability arising out of or in any way connected with the ownership, management or operation of landfill sites and/or incineration plants

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

Property Owners Liability Condition Precedent

1. Unoccupied Buildings

It is a condition precedent to liability under this Policy that when buildings are unoccupied

a) all electrical gas and water supplies must be turned off at the mains other than those supplies connected to automatic sprinkler installations or isolated electrical circuits to lighting and alarm systems which remain in operation for security or fire protection purposes

b) all water tanks apparatus pipes and heating systems other than those connected to automatic sprinkler systems must be drained down

c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including but not limited to

i. all doors and windows are securely fastened and locked
ii. all letter boxes are sealed
iii. all security and alarm protections are in proper working order and are set and in full operation at all times

d) all waste and combustible materials must be removed from inside and outside the buildings and taken away from the premises within 7 days of the buildings becoming unoccupied

e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the buildings becoming unoccupied

f) the buildings must be inspected both internally and externally at least once every 7 days by a competent **Person Employed** for the purposes of ensuring that

i. the buildings and all perimeter walls gates and fences are in a good state of repair and no deterioration in their condition or state of repair has occurred
ii. all physical security and alarm protection systems remain in full operation

iii. a written report of each inspection must be kept (which must be available to the Insurer on request) and any deterioration or defects in the buildings walls gates and fences or physical security and alarm protection systems must be rectified remedied or repaired immediately

g) if there are signs of access to the buildings by intruders a thorough inspection of the internal areas of the buildings must be carried out straight away and details thereof reported to **us** immediately

We will not be liable for any **Injury** or **Damage** arising out of or in any way connected with any works of alteration demolition refurbishment or renovation

2. Toxic Mould Exclusion

We will not provide indemnity

a) for **Injury** or **Damage** or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
b) against any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from Pathogenic Organisms

For the purposes of this Exclusion "Pathogenic Organisms" means any bacteria yeasts mildew virus fungi mould or their spores mycotoxins or other metabolic products

3. Property Owners/Managers Clause

We will not provide indemnity in respect of:-

i. liability caused by or arising from the demolition structural alteration or addition to of any premises owned, rented, occupied or managed by **you** other than incidental repair and maintenance

ii. the cost and expenses incurred in making good replacement or reinstatement of materials or goods supplied or defective work carried out by **you** or on **your** behalf

It is a condition precedent to liability that **you** will at all times ensure that all the premises to which this Policy applies are kept in good repair and if any defects are discovered by complaints from tenants or otherwise **you** will make good such defects and in the meantime take such temporary precautions as the circumstances may require.

So far as is reasonably practicable no alteration or repair will without **our** consent be made to any premises after an accident has occurred in connection therewith until **we** have had an opportunity of inspecting the same

4. Full Repairing Lease Clause

It is a condition precedent to liability that full repairing leases are maintained with all tenants

5. Management Clause

Premises which are managed by **you** will for the purposes of this Policy be deemed to be premises owned by **you**

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

Personal Protective Equipment Condition
(Applicable to Section A of the Policy)

It is a condition of this Policy that the use or wearing of Personal Protective Equipment by any **Person Employed** is rigorously enforced and that Personal Protective Equipment is supplied to the **Person Employed** and that a formal record is maintained confirming receipt of such equipment

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

Waste Disposal Condition Precedent
(Applicable to Sections B & C of the Policy)

It is a condition precedent to liability that all waste is disposed of at licensed waste sites

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

Bona Fide Subcontractors Condition
(Applicable to Sections A B & C of the Policy)

It is a condition precedent to liability that all bona fide subcontractors engaged by **you** have in full force and effect throughout the duration of their contract with **you** insurances as follows

1 Employers Liability insurance in respect of their liability at law for Injury to any person in the employment of the subcontractor including any labour master or labour only subcontractor or person supplied or employed by them

2 Public/Products Liability insurance in respect of their liability at law for **Injury** or **Damage** with a Limit of Indemnity of not less than the limit of indemnity any one occurrence or series of occurrences arising out of one original cause provided under this policy

It is further a condition precedent to liability that

i. such insurances contain an Indemnity to Principals Clause
ii. you have obtained and retained a copy of written evidence of such insurances

For the purposes of this Endorsement the term bona fide subcontractors means any subcontractor engaged by **you** supplying labour and or materials for the purpose of the contract

It is further condition precedent to liability that **you** will not assume by any agreement any liability or potential liability that would not have attached to **you** in the absence of such agreement including but not limited to the assumption of any liability or potential liability on behalf of any bona fide subcontractor or the waiver of any rights of recourse against any bona fide subcontractor.

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

Goods Being Worked Upon Exclusion
(Applicable to Section B of the Policy)

The indemnity provided by this Policy will not apply to liability arising out of or in any way connected with loss or damage to property being worked upon where the loss or damage results from such work.

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

Haulage Restrictions
(Applicable to Sections B & C of the Policy)

This Policy does not indemnify **you** in respect of liability for

a) **Injury** or **Damage** caused by or in any way connected with the wrongful delivery of or the contamination in transit of any load
b) **Injury** or **Damage** caused by or in any way connected with the carriage of hazardous and/or notifiable goods substances or waste materials
c) freight forwarders and/or warehouseman's liability

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

Heat Work Away Exclusion
(Applicable to Section B of the Policy)

This Policy does not indemnify **you** in respect of liability arising out of or in way connected with any work involving the use or application of heat away from **your** premises.

However this exclusion shall not apply to the use of electric soldering irons and electric hot air guns provided that such equipment complies with British Standard BS3456 if applicable and is thermostatically controlled.

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

Inefficacy Exclusion (Provision of Services)
(Applicable to Section B & C of the Policy)

This Policy does not indemnify **you** in respect of liability arising from the failure of any Product or service to fulfil the purpose for which it was designed or to perform as specified warranted or guaranteed.

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

Machinery Condition Precedent and Exclusion
(Applicable to section A of the policy)

For the purposes of this endorsement "Machinery" means any equipment with mechanical or electrical parts capable of causing serious **injury** or **damage** and will specifically include (but not be limited to) fixed woodworking machines power presses bailing machinery bench saws crushing machinery and shredding machinery

It is a condition precedent to **our** liability under this policy applicable at all times throughout the **period of insurance** that:

a) All machinery used by **you** will be guarded in accordance with current Government Regulations Health & Safety Legislation or industry recommendations

b) **You** will prepare and supply to each **Person Employed** before use of machinery a written procedure for operation which will include the procedure for the clearance of blockages or obstructions and **you** will also take adequate and reasonable steps to ensure that operation of the Machinery will be undertaken in accordance with such written procedures

c) Any **Person Employed** who is inexperienced in the operation or use of machinery will be fully supervised by a competent experienced person until such time as such **Person Employed** has attained a high degree of competency and is able to operate such machinery in accordance with the procedure referred to in b above

Exclusion

This policy does not indemnify **you** in respect of **Injury** to any **Person Employed** who is under 18 years of age which results directly or indirectly from the use operation or maintenance by that **Person Employed** of any machinery

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