



POLICY NUMBER
B1903174220199

INSURED
Haulaway Limited

CORRESPONDENCE ADDRESS
Premier House Apex Way Hailsham East Sussex BN27 3JF

BUSINESS DESCRIPTION
Haulage contractor – waste transfer station, skip hire, grab hire, crusher and plant hire, sale of reclaimed material and tipper risks

PERIOD OF INSURANCE
From: 31st May 2022
To: 30th May 2023 Both Dates Inclusive Local Standard Time at the Insured's Address

LIMITS OF INDEMNITY				
Section	Insured	Limit of Indemnity		
A. Employers Liability	Yes	GBP 20,000,000	any one occurrence including costs and expenses	
B. Public Liability	Yes	GBP 20,000,000	any one occurrence	
C. Products Liability	Yes	GBP 20,000,000	in all in the Period of Insurance	
D. Pollution Liability	Yes	GBP 20,000,000	in all in the Period of Insurance including costs and expenses	
E. Financial Loss	Yes	GBP 100,000	in all in the Period of Insurance including costs and expenses	

PREMIUM			
Section	Minimum & Deposit Premium	Insurance Premium Tax	Total
A. Employers Liability	GBP	GBP	GBP
B. Public Liability	GBP	GBP	GBP
C. Products Liability	Included in Section B above	Included in Section B above	Included in Section B above
D. Pollution Liability	Included in Section B above	Included in Section B above	Included in Section B above
E. Financial Loss	Included in Section B above	Included in Section B above	Included in Section B above
Total Amount Due (including 12% Insurance Premium Tax)			GBP
Note – Premium is adjustable on declaration of Wages and Turnover			

EXCESS	
Section	Excess
A. Employers Liability	Nil
B. Public Liability	GBP 2,500 Third Party Property Damage / Bodily Injury
C. Products Liability	GBP 2,500 Third Party Property Damage / Bodily Injury
D. Pollution Liability	GBP 2,500 Third Party Property Damage / Bodily Injury
E. Financial Loss	GBP 5,000
<ol style="list-style-type: none"> The Insured shall be responsible for the first amount of each and every claim or series of claims arising from one source or original cause as indicated above. The amount shown is inclusive of all costs, expenses and adjusters' fees incurred. Underwriters may require the Excess to be paid at any time during the investigation, defence or settlement of any claim. The Insured shall comply with the Claims Procedure on page 5 of the policy wording as if no Excess applied. The term "claim" means any notification forwarded to Miles Smith in compliance with the Claims Procedure Condition 	

RETROACTIVE DATE
31 May 2014



APPLICABLE WORDING:	Waste Recycling and Re-use Combined Liability Wording v2.0_0121
ENDORSEMENTS:	In addition to the terms, conditions and exclusions of the above policy wording the following endorsements apply:- Sanction Limitation and Exclusion Clause [LMA3100 as attached] Cyber Exclusion Endorsement [as attached] Waste Site Exclusion [MS06 as attached] Miles Smith Skip Condition Precedent [MS01 as attached] Waste Disposal Condition Precedent [as attached]

INSURERS	
The insurance provided by this contract is shared between the following companies and Lloyd's syndicates in the proportions stated below.	
Insurer	Proportion
Aspen Insurance UK Limited	100.00%

THIS IS TO CERTIFY that in accordance with the authority granted to us under Contract Number B190317422, the above Insurers are hereby bound to insure in accordance with the terms and conditions as attached hereto or as entered hereon.

IN WITNESS WHEREOF this Policy has been signed in LONDON on 26th May 2022 by MILES SMITH LIMITED Authorised Signatory



Miles Smith Limited is registered in England. Registered office: 6th Floor One America Square 17 Crosswall London EC3N 2LB
Company no. 00951095. Miles Smith Limited is authorised and regulated by the Financial Conduct Authority FCA no. 311273
Telephone: 020 7977 4800

Attaching To and Forming Part Of Certificate Number B1903174220199

In The Name Of Haulaway Limited

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subject to all other terms of the insurance.

LMA3100
15 September 2010

Cyber Exclusion Endorsement

This Endorsement overrides anything stated to the contrary in the Policy wording and / or any other attaching endorsement.

A. in respect of Employers Liability:

This Policy does not apply to any **Cyber Loss**, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

However, subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Exclusion will not apply to any claim that would otherwise be covered under the Employers' Liability Section of this Policy. This cover will be limited to the first GBP 5,000,000 of any one claim or a series of claims arising out of any one occurrence (inclusive of defence costs).

B. in respect of Public / Products / Pollution Liability and Financial Loss:

1 This Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 4.

2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. If **We** allege that by reason of this Endorsement loss sustained by **You** is not covered by this Policy, the burden of proving the contrary shall be upon **You**.

4. However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:

4.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

4.2 any ensuing physical damage to or destruction of third party property

resulting from or arising out of a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

Definitions

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.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.



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In The Name Of Haulaway Limited

Cyber Incident means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) 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**.

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **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**.

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**.

Waste Site Exclusion

This Policy excludes the ownership or operation of landfill sites and waste tips, other than transfer stations owned by **You** or operated by **You** under licence.

All other terms and conditions remain unaltered

Miles Smith Skip Condition Precedent

It is a condition precedent to liability under this Policy that in connection with the use, ownership or hiring out of skips, **You** shall at all times observe and comply with the requirements of the Road (Scotland) Act 1970 or the Highways Act 1971 as amended by the Highways Act 1980 or any Statutory Regulations or Local By-Laws and shall take reasonable steps to ensure that:

- (a) each skip shall be marked with fluorescent markings which shall be kept clean;
- (b) any skips or waste containers owned or hired out by **You** are sited and lit in accordance with any statutory requirements of Local Authority By-Laws. If Local By-Laws place responsibility on the recipient to provide the same this requirement must be brought to their attention;
- (c) no skip shall be left at or outside any customer's premises or on any working site without delivery being accepted by or on behalf of the customer.

All other terms and conditions remain unaltered

Waste Disposal Condition Precedent

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

All other terms and conditions remain unaltered

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(Re)Insurers Liability Clause**(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333

21 June 2007



