

To Whom It May Concern

Our Ref: NB/JH  
24 February 2021

Dear Sirs

**Quickskip (Hereford) Limited and J H Lively, t/a Quickskip Hereford.**

Unit 18 Thorn Business Park, Rotherwas Industrial Estate, Hereford. HR2 6JT.

With reference to the above, we confirm that we have arranged the following policy on behalf of the Insured:

*Business: Skip Hire Operators, Waste Transfer Station, Waste Recycling Centre and Property Owners.  
Manufacturers of Concrete Blocks, Maintenance and Repair of Own Vehicles and Plant:*

**Combined Liability Policy**

Insurer	Lloyd's Syndicate 2525 DLP, administered by Compass London Markets Limited.
Policy Number	B1604PC2114700
Period of Cover	17th February, 2021 to 16th February, 2022 (both days inclusive)

**Employers Liability**

Limit of Indemnity	£10,000,000 any one occurrence and/or series of occurrences originating from one cause, including costs and expenses BUT £5,000,000 in respect of Terrorism and Offshore.
Excess	Nil

**Public Liability including Pollution Liability**

Indemnity Limit	£5,000,000 any one occurrence/unlimited in the period BUT £5,000,000 in all in the Period of Insurance in respect of Pollution
Excess	£2,500 each and every loss Third Party Property Damage/Bodily Injury including costs and expenses

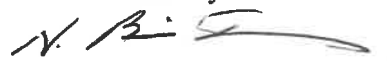
See continuation sheets for full details.

*All covers are subject to the Insurers full policy terms, conditions, exclusions and cancellation provisions.*

*The information provided in this document is based on the insurance covers in place at the time of writing; changes to cover may have been made during the policy period of cover.*

*This document is provided for information purposes only and does not alter, amend or extend the cover provided by the insurance policy.*

Yours faithfully



**Nigel Barrington**

**INTEREST:**

**SECTION A - EMPLOYERS' LIABILITY**

To indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs in respect of accidental bodily injury death or disease sustained by an Employee arising out of and in the course of his/her employment or engagement with the Assured in connection with the Business of the Assured and caused during the Period of Insurance

**SECTION B - PUBLIC LIABILITY**

To indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs in respect of accidental bodily injury death or disease to any person

loss of or damage to tangible property  
in connection with the Business of the Assured and occurring during the  
Period of Insurance

**SECTION C - POLLUTION LIABILITY**

To indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs in respect of accidental bodily injury death or disease to any person

loss of or damage to tangible property arising out of Pollution in connection with the Business of the Assured occurring in its entirety during the Period of Insurance but only to the extent that the Assured can demonstrate that such Pollution:

was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution

**TERRITORIAL  
LIMIT::**

As per policy wording

**CONDITIONS:**

DLP 2019C

Terrorism Exclusion - as per policy wording

ReWage Extension - as per policy wording

**ENDORSEMENTS** ASBESTOS BUYBACK CLAUSE - C FORM - SECTIONS B & C

**CONDITIONS  
ATTACHING:**

Waste Conditions

PPE Conditions

BFSC Conditions

**Conditions Attaching to and Forming Part of Policy: B1604PC2114700**

**Waste Conditions 1**

It is agreed that the Policy does not provide an indemnity for liability arising out of

1. any skip or waste container owned or hired out by the Insured and left on a highway unless it is sited and lit in accordance with any statutory requirements or Local Authority By-Laws.
2. the intentional handling of Hazardous Waste material
3. the ownership or operation of any landfill or incineration plant
4. any liability arising from fly tipping

It is also a condition precedent to liability under this policy that all residual waste is taken to licensed sites by either the Assured or by carriers holding an appropriate license for the carriage of such waste

"Hazardous Waste" means Hazardous Waste as defined by the Hazardous Waste (England and Wales) Regulations 2005, the Hazardous Waste (Northern Ireland) Regulations 2005 and the Special Waste Amendment (Scotland) Regulations 2004 or any amendment or substitution thereof.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy

## **PPE CONDITION**

It is a condition precedent to Underwriters liability under Section A of this Policy that:-

1. all Employees are made aware of the dangers of not using personal protective equipment;
2. personal protective equipment is provided;
3. a register is maintained which demonstrates that Employees have received appropriate training and are fully conversant with the way in which to access such personal protective equipment.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

## **BONA FIDE SUB CONTRACTORS CONDITION 2005**

It is a condition precedent to liability under the Policy that the Assured shall require all bona fide subcontractors engaged by the Assured to have Employers Public and Pollution Liability insurance in full force and effect throughout the currency of this Policy in respect of their liability for bodily injury death disease or loss of or damage to property consequent upon all activities carried out on behalf of the Assured and that such insurance:-

- a) has a Limit of Indemnity of not less than GBP 10,000,000 any one occurrence or series of occurrences arising out of one original cause in respect of Employers Liability;
- b) has a Limit of Indemnity of not less than GBP 2,000,000 any one occurrence or series of occurrences arising out of one original cause for Public Liability but in the aggregate for Pollution;
- c) extends to indemnify the Assured as Principal;
- d) is placed with an insurer with a financial rating from either Standard and Poor or A M Best or Fitch.

and the Assured shall implement a system to check that such insurance is in force

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

**ENDORSEMENT** attaching to and forming part of Policy No B1604PC2114700

**ASBESTOS BUYBACK CLAUSE – C FORM - SECTIONS B & C**

Notwithstanding anything contained herein to the contrary the Underwriters will indemnify the Assured against their liability to pay Damages (including claimants' costs fees and expenses) Defence Costs and Criminal Prosecution Defence Costs under Sections B & C of this Policy arising from the existence of or exposure to Asbestos occurring on or after the Retroactive Date but only in respect of claims first made against the Assured during the Period of Insurance and notified in accordance with the provisions contained within the policy.

Provided always that: -

- 1 should the Assured notify the Underwriters during the Period of Insurance of any specific event or circumstance which Underwriters accept may give rise to a claim or claims which form the subject of indemnity by this Endorsement then acceptance of such notification means that Underwriters will deal with such claim or claims as if they had first been made against the Assured during the Period of Insurance;
- 2 the Underwriters will not indemnify the Assured for any claims arising from the existence of or exposure to Asbestos where the Assured were aware of the circumstance or event which gave rise to the claim before the effective date of this Endorsement;
- 3 in respect of any liability which arises from any requirement to clean up or remove Asbestos from any building and/or structure: -
  - a) such liability arises solely in consequence of a sudden specific and identifiable fire explosion impact or collapse;  
and
  - b) the building and/or structure that is subject to the clean up or removal is not tenanted by the Assured;
- 4 the Underwriters will not indemnify the Assured for any claims in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;
- 5 the Underwriters will not indemnify the Assured for any claims arising from any Product.
- 6 the Underwriters liability to pay Damages (including claimants' costs fees and expenses) Defence Costs and Criminal Prosecution Defence Costs shall not exceed the sum of GBP 1,000,000 and shall be the Underwriters total liability in respect of any one Period of Insurance;
- 7 the Excess applicable to this Endorsement shall be GBP 5,000.00 each and every claimant in respect of death bodily injury disease loss of or damage to property including claimants' costs fees and expenses Defence Costs and Criminal Prosecution Defence Costs.

The Retroactive Date in respect of this Endorsement is inception.

The following warranties shall apply to Sections B & C: -

- a) all work must be carried out in accordance with the Control of Asbestos Regulations 2006 and any subsequent approved code or guidance note relating to Asbestos issued by the HSE and any subsequent legislation or regulation;
- b) that all applicable provisions and recommendations in the Approved Code of Practice and guidance L127 entitled "The management of asbestos in non-domestic premises" and in the Approved Code of Practice and guidance L143 entitled "Work with materials containing asbestos" both issued by the Health and Safety Commission are followed;
- c) that the guidance in "Asbestos: The licensed contractors' guide" HSG247 issued by the Health and Safety Commission be followed where applicable;
- d) that all conditions and recommendations set out in the Approved Codes of Practice and Guidance L143 issued by the Health & Safety Executive must be observed;

Asbestos – means asbestos actinolite asbestos grunerite (amosite) asbestos anthophyllite chrysotile crocidolite and asbestos tremolite or any mixture containing any of these materials.

Product – means any property (including packaging containers and labels) not forming part of the Contract Works after it has left the custody and control of the Assured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Assured.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.