

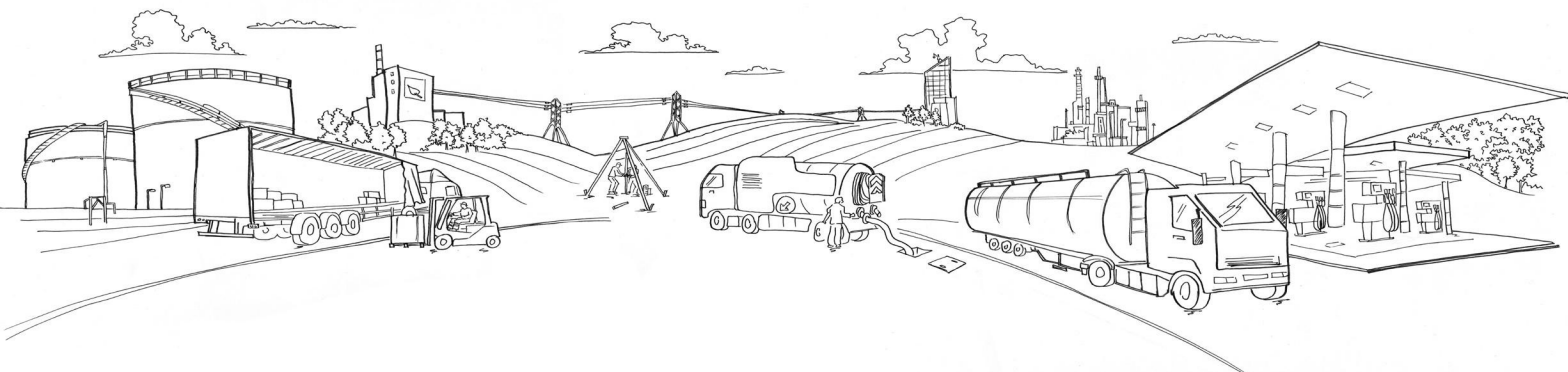


POLICY SCHEDULE

COMMERCIAL COMBINED

INSURED NAME - Wastewise Management Solutions Ltd

BROKER NAME - Bollington Insurance Brokers Ltd



POLICY SCHEDULE

The details of the insurances in this Policy Schedule are intended as a concise overview for a quick and simple reference only. It contains only the main limits, sums insured, endorsements and excesses but others may apply and will be detailed in the Policy Document. Reference should be made to Your Statement of Fact and Policy Document for the full extent of the insurance cover provided and full policy terms and conditions.

Please take care to review all documentation to ensure that the information provided accurately reflects Your circumstances and that the cover provided suits Your requirements. You should pay particular attention to any Terms, Conditions, Limits and Exclusions including Endorsements which may require You to take action.

It is understood and agreed that the Underwriters liability shall not exceed the limits of liability expressed in the Policy Schedule or such other limits of liability as may be substituted by memorandum hereon or attached hereto signed by or on behalf of Underwriters.

Fair Presentation of Risk

You are required to make a fair presentation of the risk to Insurers. If You breach your duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to You. If the breach was not deliberate or reckless, Insurers remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid.
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if You show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If You breach any warranty in this Policy, the Insurers liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when the Insurers liability is suspended.

Identity of Insurers

The coverage under this Policy unless otherwise stated in the Policy Wording is Provided by the following:

QBE UK Limited

(registered in England number 1761561; Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842) The registered address is for this entity is; 30 Fenchurch Street, London, EC3M 3BD. Tel. +44(0) 20 7105 4000

POLICY SCHEDULE

This Schedule shows your cover details and any applied Endorsements and should be read in conjunction with:

Statement of Fact (Ref: PENCCO-SOF1.0 – PENCCO-1.0)

Policy Wording (Ref: PENHH/PETRO/25052018)

Insured:	Wastewise Management Solutions Ltd
Correspondence Address:	46 Holland Street Sutton Coldfield
Postcode:	B72 1RR
County:	West Midlands
Country:	United Kingdom
Policy Number:	P/CCO/10443
Period of Insurance:	From: 04 February 2023
<i>(both dates inclusive Local Standard Time)</i>	To: 03 February 2024
Renewal Date:	04 February 2024
Business Description:	Waste Broker & Plant Hire
<i>(and no other for the purpose of this Policy)</i>	
Reason for Issue:	Renewal
Policy Law & Jurisdiction	The applicable law and jurisdiction of that part of the United Kingdom where the head office of the Insured is located.

Sections	Section Insured
Property	Insured
Business Interruption	Not Insured
Goods In Transit	Not Insured
Money	Not Insured
Terrorism	Not Insured
Personal Accident	Insured
Employers Liability	Insured
Public, products and pollution liability	Insured
Professional Indemnity	Not Insured
Legal Expenses	Insured
Insurance Premium excluding Terrorism	£5,357.34
Insurance Premium Tax (IPT)	£642.89
TOTAL AMOUNT PAYABLE	£6,000.23

The tables below state which sections of your policy are insured and set out other important details concerning the cover provided. You should refer to the terms and conditions of your policy for full details of how these operate.

The sums insured, limits of indemnity and sub-limits applying to each section are included in the tables. Any item for which there is no sum insured, or with a blank or nil entry, is not insured. A table of policy excesses is also included, together with any endorsements which apply to your policy.

You should check the entries carefully to ensure that they are suitable for your needs.

INSURED SECTION - PROPERTY		Insured	
Territorial Limits : Great Britain Northern Ireland, the Channel Islands and the Isle of Man			
Premises : Totals of all premises insured - See individual premises for details			
	Declared Value		Sum Insured
Buildings		GBP	Not Insured
Bulk storage tanks		GBP	Not Insured
Rent Payable		GBP	Not Insured
Machinery plant and all other contents		GBP	Not Insured
Electronic Equipment		GBP	Not Insured
Stock and materials in trade		GBP	Not Insured
Stock declaration operative	No		
Specified Equipment		GBP	30,000
Specified All Risks		GBP	Not Insured
Total sum insured		GBP	30,000

Additional costs and expenses			Sub-limits
Architects', surveyors', consulting engineers and other fees	in the aggregate	GBP	100,000
Criminal acts rewards costs	any one occurrence	GBP	25,000
Debris removal	any one occurrence	GBP	100,000
Energy performance and sustainable buildings	any one occurrence	GBP	100,000
European Union and public authorities	any one occurrence	GBP	100,000
Fire extinguishment expenses	any one occurrence	GBP	50,000
Flood resilience	any one occurrence	GBP	25,000
Machinery re-erection	any one occurrence	GBP	Not Insured
Temporary protection and expediting expenses	any one occurrence	GBP	25,000
Trace and access	any one occurrence	GBP	25,000
Extensions			Sub-limits
Buildings in the course of construction or alteration	any one occurrence	GBP	Not Insured
Capital additions	any one premises	GBP	500,000
Deterioration of stock	any one occurrence	GBP	2,500
Electronic Equipment	any one occurrence	GBP	5,000
Leased premises difference in conditions/difference in limits	any one occurrence	GBP	Not Insured
Lock replacement	any one occurrence	GBP	20,000
Metered water or gas	any one occurrence	GBP	10,000
Personal Property	any one occurrence	GBP	1,000
Property at other locations (inner limits below):	in the aggregate	GBP	500,000
Documents	any one occurrence	GBP	250,000
Exhibitions and trade fairs	any one occurrence	GBP	10,000
At all other locations	any one occurrence	GBP	250,000
Spontaneous combustion	any one occurrence	GBP	Not Insured
Theft damage to uninsured buildings	any one occurrence	GBP	Not Insured
Undamaged tenants improvements	any one occurrence	GBP	Not Insured
Valuables	any one occurrence	GBP	10,000
Other Limits			Sub-limits
Errors and omissions	any one occurrence	GBP	Not Insured

INSURED SECTION – PROPERTY		Insured	
Territorial Limits : Great Britain Northern Ireland, the Channel Islands and the Isle of Man			
Premises : At any situation owned or, occupied by the, insured, anywhere in the UK			
	Declared Value		Sums Insured
Buildings		GBP	Not Insured
Bulk storage tanks		GBP	Not Insured
Rent payable		GBP	Not Insured
Machinery plant and all other contents		GBP	Not Insured
Electrical Equipment		GBP	Not Insured
Stock and materials in trade		GBP	Not Insured
Stock declaration operative	No		
Specified Equipment		GBP	30,000
Total sum insured		GBP	30,000

INSURED SECTION - PERSONAL ACCIDENT		Insured
Insured Person		
All employees of the insured		
Schedule of Compensation		
This policy provides benefits which have an amount inserted against them. The words 'not insured' are inserted against all benefits which are not insured by this policy.		
Description	Benefit	
Death as a result of accidental injury	GBP	10,000
Permanent total disablement	GBP	10,000
Total loss of sight	GBP	10,000
Total loss of speech	GBP	10,000
Total loss of hearing	GBP	10,000
Total loss of one hand (each)	GBP	10,000
Total loss of one foot (each)	GBP	10,000
Paraplegia	GBP	10,000
Quadriplegia	GBP	10,000
Accumulation limit		
	GBP	100,000

INSURED SECTION - EMPLOYER'S LIABILITY			Insured
Territorial Limits (for activities covered): United Kingdom & temporary periods of overseas employment (12 months maximum)			
Jurisdiction (for claims made against the Insured): Worldwide (excluding North America)			
			Limit of Indemnity
Employers' Liability cover (defence costs form part of the Limit of Indemnity)	any one occurrence	GBP	10,000,000
			Sub- limits
Statutory defence costs			
Manslaughter defence costs	in the aggregate	GBP	1,000,000
Prosecution costs	in the aggregate	GBP	1,000,000
Statutory defence costs	in the aggregate	GBP	1,000,000
War and terrorism	any one occurrence	GBP	5,000,000

INSURED SECTION – PUBLIC, PRODUCTS AND POLLUTION LIABILITY			Insured
Territorial Limits (for activities covered): Worldwide (including limited cover for North American business trips)			
Jurisdiction (for claims made against the Insured): Worldwide (including limited cover for North American business trips)			
Public, Products and Pollution liability cover	Limit of Indemnity		
Public Liability (separate limit of indemnity)	any one occurrence	GBP	5,000,000
Products Liability (separate limit of indemnity)	in the aggregate	GBP	5,000,000
Pollution Liability (separate limit of indemnity)	in the aggregate	GBP	5,000,000
			Sub-limits
Environmental statutory liability	in the aggregate	GBP	5,000,000
Manslaughter defence costs	in the aggregate	GBP	2,000,000
Prosecution costs	in the aggregate	GBP	500,000
Statutory defence costs	in the aggregate	GBP	2,000,000
Financial Loss	in the aggregate	GBP	50,000
North America	in the aggregate	GBP	Not Insured

INSURED SECTION – LEGAL EXPENSES			Insured
			Limit of Indemnity
Legal Expenses cover	each claim or claims arising from the same originating incident	GBP	100,000

Policy Excesses			
Any applicable excess or time excess will apply in respect of any one occurrence unless otherwise stated.			
Section	Excess		
Property and Business Interruption			
Damage by Flood	any one occurrence	GBP	500.00
Damage by Storm	any one occurrence	GBP	500.00
Damage to Unoccupied buildings and any Machinery, plant and all other contents therein	any one occurrence	GBP	2,500.00
Damage to Property in the Open	any one occurrence	GBP	2,500.00
Subsidence excess	Please refer to endorsements (where applicable)		
Theft of Product from Bulk Storage Tank	any one occurrence	GBP	2,500.00
All other Damage	any one occurrence	GBP	500.00
Employers' Liability	N/A		
Public Liability (claims resulting from Damage only)	any one occurrence	GBP	500.00
Products Liability (claims resulting from Damage only)	any one occurrence	GBP	500.00
Pollution Liability (claims resulting from Damage only)	any one claim	GBP	500.00

POLICY ENDORSEMENTS

Policy Endorsements (an amendment, addition or deletion to the standard policy wording)	
PHHCCO0064	INCLUSION - STATE OF THE EUROPEAN UNION & EUROPEAN UNION
PHHCCO0071	EXCLUSION – CYBER RISK EXCLUSION
PHHCCO0072	EXCLUSION: CYBER RISKS

PHHCCO0064 - INCLUSION - STATE OF THE EUROPEAN UNION & EUROPEAN UNION

Section 13 General terms and conditions with the exception of reference to European Union directives, any reference in this Policy to “state of the European Union” or “European Union” is extended to include United Kingdom.

PHHCCO0071 - EXCLUSION – CYBER RISK EXCLUSION

Insured Section 7 - Exclusions to the preceding Insured Sections

This exclusion shall replace the exclusion at ‘7.6 Electronic risk’ of the Policy and will apply to the Insured sections Property through to Terrorism (inclusive).

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, Damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical Damage to Property Insured under this Policy caused by any ensuing fire or explosion which directly results from 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 including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical Damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6 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.

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

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

Computer System means:

9 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 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.

11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

PHHCCO0072 - EXCLUSION: CYBER RISKS

This exclusion "Cyber Risk" shall apply to Insured Section 9 Employers' Liability and Insured Section 10 Public, Products and Pollution liability

The following clause and definitions are added to and incorporated into the policy and shall replace and supersede any existing and comparable provision:

1. Regardless of any provision to the contrary this Policy shall exclude:

1.1. any actual or alleged loss, Damage, liability, Bodily Injury, Personal Injury, compensation, medical payment, claim or cost, Defence Costs, expense, statutory fine or penalty or any other amount incurred or accruing by the Insured, howsoever incurred or accruing, directly or indirectly arising out of, caused by, contributed to, resulting from, or in connection with, attributable to, or occurring concurrently or in any sequence with any of the following:

1.2. 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

1.3. any breach of duty (including statutory or regulatory duty), or breach of trust or any series of related breaches of duty (including statutory or regulatory duty) or breaches of trust involving or affecting the use or operation of, or access to, any Computer System.

1.4. any actual or alleged loss, Damage, liability, Bodily Injury, compensation, claim or cost, Defence Costs, expense, statutory fine or penalty or any other amount incurred or accruing by the Insured, howsoever incurred or accruing, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause of event contributing concurrently.

2. This exclusion shall not apply to:

2.1. liability for any Bodily Injury or Damage arising out of Terrorism, to the extent that cover is expressly provided elsewhere in the Policy and shown as covered in the Schedule;

2.2. any liability arising out of any 'Data Protection' extension(s) to the extent that cover is expressly provided elsewhere in the Policy and shown as covered in the Schedule;

2.3. Bodily Injury sustained by an Employee arising out of their employment and caused during the Period of Insurance to which Insured Section 9 'Employers' Liability' applies; or

2.4. any ensuing accidental Bodily Injury or accidental Damage which is not otherwise excluded, to which Insured Section 10 'Public, Products and Pollution Liability' applies.

3. Definitions

To the extent that a defined term is used which is neither defined in the underlying policy or below, such word shall be construed in accordance with its ordinary meaning. For the purposes of this Exclusion:

3.1. Computer System means any Computer Equipment, computer, hardware, software, programs, telecommunications system, email system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

3.2. 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.

3.3. Cyber Incident means:

3.3.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

3.3.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

3.4. Data means information, facts, concepts, code, Computer Records, Electronic Data and 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.

SECTION ENDORSEMENTS

Section Endorsements		
Insured Section 2 – Property	PHHCCO0028	EXCLUSION: COMMUNICABLE DISEASE
Insured Section 2 – Property	PHHCCO002_MD	Inclusion - Specified equipment anywhere in the UK
Insured Section 2 – Property	PHHCCO008_MD	Condition - Location specific security protection level A
Insured Section 9 - Employers' Liability	PHHCCO114_EL	Inclusion – Data Protection (Employers liability extension)
Insured Section 10 - Public, Products and Pollution Liability	PHHCCO203_PL	Exclusion - Liability arising out of spillage or crossover
Insured Section 10 - Public, Products and Pollution Liability	PHHCCO208_PL	Inclusion - Data Protection (Public liability extension)

PHHCCO0028 - EXCLUSION: COMMUNICABLE DISEASE

Insured Section 7 - Exclusions to the preceding Insured Sections

This exclusion attaches to and forms part of clause 7 (Exclusions to the preceding Insured Sections)

Regardless of any provision to the contrary, the Insurer is not liable for any amount for which the Insurer would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a Communicable disease;
- the fear or threat (whether actual or perceived) of a Communicable disease;
- the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a Communicable disease; or
- the Insured's actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a Public authority in response to a Communicable disease.

This exclusion shall not apply in respect of and to the extent of the indemnity provided by the 'Notifiable disease, murder or suicide, food or drink poisoning' extension of the Policy.

For the purpose of this exclusion, the following definitions apply:

Communicable disease

Communicable disease means any disease which can be transmitted by means of any substance or agent where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation or mutation thereof, whether deemed living or not;
 - the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured;
- regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.

Public authority

Public Authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote and protect public health.

PHHCCO002_MD - Inclusion - Specified equipment anywhere in the UK

Insured Section - Property

Clause 2.3 Extensions applicable to this Insured Section

The following clause is added to and forms of clause 2.3

Specified equipment anywhere in the UK

In respect of the specified Property Insured the insurance by Insured Section 2 is extended to cover such specified equipment as Property Insured anywhere within the United Kingdom.

Specified Property Insured (equipment)

PJH x 2 Balers

Optimas Erdington Compactor

Optimas Bredbury 1 X baler

Sum Insured
 GBP 8,000
 GBP 14,000
 GBP 8,000

and when the specified Property Insured listed above is away from the Premises clause 7.22.1 (which is within Theft and fraud exclusion) to Insured Sections Property and Business interruption exclusions is deleted provided the Insured agrees as a condition precedent to the Insurer's liability under this clause that:

a) whilst the specified Property Insured is left unattended this insurance excludes and does not cover Damage caused by theft or any attempt thereat unless the Property is contained:

i) within an area which is locked and secured at all points of access; or
 ii) in the locked boot of or out of sight within any motor vehicle which shall have been locked at all points of access, and the theft or attempt thereat involves forcible and violent entry into the area or motor vehicle;

b) where the value the specified Property Insured contained in a motor vehicle exceeds GBP 5,000 the vehicle is fitted with a proprietary system having an:

i) alarm activated by full perimeter and space protection, with a stand-by power supply; and
 ii) anti-theft ignition immobiliser, passively armed, isolating a minimum of two circuits which are brought into operation whenever the vehicle is left unattended.

PHHCCO008_MD - Condition - Location specific security protection level A

Insured Section - Property

Clause 2.5 - Other terms and conditions applicable to this Insured Section

Solely in respect of the specified Premises below, the insurance granted by Insured Section 2 of this Policy is subject to the following protections being fitted at each Premises and operating effectively whenever the buildings are unoccupied or closed for Business.

Specified Premises

46 Holland Street, Sutton Coldfield, B72 1RR

1. External doors

All doors and frames must be of sound construction and in good condition. Frames must be also securely fixed to the fabric of the building.

a) Metal/Aluminium/UPVC framed glazed doors to be secured by a proprietary cylinder mortise lock.

b) Armoured Plate doors to be secured by manufacturer's locks as supplied.

c) Roller shutters, sliding or concertina doors, up and over doors and loading bay doors to be secured by:

i) a steel locking bar secured by a close shackle padlock with a minimum of five levers

or

ii) proprietary/manufacturers guide mounted locking system or hook bolt.

d) Any door officially designated a fire exit by the Authorities to be fitted with hinge bolts top and bottom and any additional locks approved by the local Fire Officer.

e) All other doors, wicket gates, trap doors and hatches to be secured by either:

i) a mortise deadlock with a minimum of five levers conforming to BS3621 (1980) standard (or superior) and a boxed steel striking plate; or

ii) an automatic deadlocking rim lock conforming to BS3621(1980) standard; or

iii) a steel locking bar secured by a close shackle padlock with a minimum of five levers unless the door is the final exit door, barrel bolts of at least 150mm length, mortise rack bolts or flush bolts must be fitted top and bottom to each leaf.

2. Windows

All opening ground floor, basement and easily accessible upper storey windows and skylights to be secured by proprietary key operated window locks unless protected by internal or external bars, grilles or weld mesh.

PHHCCO114_EL - Inclusion – Data Protection (Employers liability extension)

Insured Section: Employers' Liability

Clause 9.3 Extensions applicable to this Insured Section

Clause 9.3.3 Data Protection Act 1998 is deleted and replaced with the following clause:

Data Protection

The Insurer will indemnify the Insured and, if the Insured so requires, any Employee in respect of their liability to pay:

a) Any valid compensation, including any associated Defence Costs, in respect of:

- i. Damage or distress under section 13 of Part II of the Data Protection Act 1998 ('DPA'), or any equivalent provision under any subsequent amending or replacement legislation; or

- ii. Material or non-material damage under Article 82 of the General Data Protection Regulation ('GDPR'),

First occurring during the Period of Insurance and resulting in a claim or claims brought by any Employee and notified to the Insurer during the Period of Insurance; and

- b) Defence Costs in relation to a prosecution commenced during the Period of Insurance under the DPA, any subsequent amending or replacement legislation or the GDPR and incurred with the prior written consent of the Insurer.

This extension shall not apply in respect of:

- a) The cost of replacing, reinstating, rectifying or erasing any personal data;
- b) Any cost relating to the investigation of a data breach, or any obligation to report a data breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to data subjects;
- c) Liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under this Policy, the effect of which would knowingly result in liability under the DPA, or any subsequent amending or replacement legislation, or the GDPR;
- d) Claims which arise out of circumstances that are notified to any previous insurer or known to the Insured at inception of this Policy;
- e) Liability for which indemnity is provided under any other insurance; or
- f) Claims or prosecutions brought against the Insured outside the Courts of the United Kingdom.

PHHCCO203_PL - Exclusion - Liability arising out of spillage or crossover

Insured Section 10 - Public, products and pollution liability

Clause 10.4 - Limitations and exclusions applicable to this Insured Section

The insurance by this Insured Section excludes and does not cover any liability, Damage, loss or claims caused by or arising out of Spillage or Crossover in connection with an error or omission in the process of loading or unloading a Motor Vehicle by the driver or attendant of such Motor Vehicle.

Further the following definitions are added to and incorporated in this Policy:

Spillage

means any accidental spillage or discharge of any product.

Crossover

means the accidental contamination of property not belonging to or in the care, custody or control of the Insured Person arising out of the delivery whether correctly or incorrectly carried out to the Insured's customer of any product which does not conform strictly to the specification of or the order for the product made by such customer.

PHHCCO208_PL - Inclusion - Data Protection (Public liability extension)

Insured Section 10 - Public, products and pollution liability

Clause 10.3 - Extensions applicable to this Insured Section

Clause 10.3.2 Data Protection Act 1998 is deleted and replaced with the following clause:

Data Protection

The Insurer will indemnify the Insured and, if the Insured so requires, any director, partner or Employee in

respect of their liability to pay:

a) Any valid compensation, including any associated Defence Costs, in respect of:

i. Damage or distress under section 13 of Part II of the Data Protection Act 1998 (DPA), or any equivalent provision under any subsequent amending or replacement legislation; or

ii. Material or non-material damage under Article 82 of the General Data Protection Regulation (GDPR),

First occurring during the Period of Insurance and resulting in a claim or claims brought by any person not being a director, partner or Employee and notified to the Insurer during the Period of Insurance; and

b) Defence Costs in relation to a prosecution commenced during the Period of Insurance under the DPA, any subsequent amending or replacement legislation or the GDPR and incurred with the prior written consent of the Insurer.

This extension shall not apply in respect of:

a) The cost of replacing, reinstating, rectifying or erasing any personal data;

b) Any cost relating to the investigation of a data breach, or any obligation to report a data breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to data subjects;

c) Liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under this Policy, the effect of which would knowingly result in liability under the DPA, or any subsequent amending or replacement legislation, or the GDPR;

d) Claims which arise out of circumstances that are notified to any previous insurer or known to the Insured at inception of this Policy;

e) Liability for which indemnity is provided under any other insurance; or

f) Claims or prosecutions brought against the Insured outside the Courts of the United Kingdom.

The Insurer's maximum liability during the Period of Insurance in respect of all claims under this extension shall not exceed the Sub-Limit of GBP 500,000, which amount shall be inclusive of all Defence Costs and shall be part of and not in addition to the Limit of Indemnity specified in the Schedule.

HOW TO MAKE A CLAIM

How To Make a Claim

You can notify Your claim in any of the following ways paying particular attention to the important claims conditions within the Policy Conditions Section and the other Sections of the Policy:

For claims relating to All Sections other than Legal Expenses - at any time of the day or night, please contact us on;

Tel: 0344 243 8860

Pen Underwriting
Kings Court
41-51 Kingston Road
Leatherhead
KT22 7SL

Email; uk_hazardous_claims@penunderwriting.com

For claims relating to Legal Expenses

Please contact DAS on Tel. **01179 330618** quoting the below Policy Number:

Legal Expenses Policy No. Y114238QBE