



# Miles Smith

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www.milesmith.co.uk

**TO:** Boss Waste Limited  
Unit 7A  
Radford Crescent  
Billericay  
Essex  
CM12 0DU

2nd February 2023

## EVIDENCE OF COVER

In accordance with your instructions we have effected insurance with insurers based on the information supplied. Please examine this document carefully and if either the cover does not comply with your requirements or the security is unacceptable, please notify us immediately.

## RISK DETAILS

**UNIQUE MARKET  
REFERENCE:**

B19038922B1113

**TYPE:**

Employers' Liability, Public Liability and Products Liability

**ATTACHING TO  
DELEGATED  
UNDERWRITING  
CONTRACT NO:**

B19038922B

**INSURED:**

Boss Waste Limited

**EMPLOYER  
REFERENCE  
NUMBER:**

120/LE28900

**ADDRESS:**

Unit 7A  
Radford Crescent  
Billericay  
Essex  
CM12 0DU

**BUSINESS:**

Domestic and Commercial Waste Clearance & Demolition

**PERIOD:**

From: 21st January 2023  
To: 20th January 2024

Both Days Inclusive at Local Standard Time at the above Risk address

**INTEREST:**

The Insured's legal liability for Bodily Injury or Disease to employees and/or Third Parties and/or loss of or damage to Third Party Property arising out of or in the course of the Insured's Business.



**LIMITS OF  
INDEMNITY:**

A)	Employers' Liability	GBP	10,000,000	any one claim or series of claims arising out of one occurrence including all costs and expenses; but
		GBP	5,000,000	any one claim or series of claims arising out of one occurrence including all costs and expenses in respect of Terrorism / Asbestos
B)	Public Liability	GBP	5,000,000	any one claim or series of claims arising out of one occurrence [but in the aggregate in respect of Pollution]
C)	Products Liability	GBP	5,000,000	in the aggregate during the Period of Insurance.

**SITUATION:**

As per AXIS Managing Agency Ltd AMAL Combined Liability 2020b Wording.

**CONDITIONS:**

**As per AXIS Managing Agency Ltd AMAL Combined Liability 2020b Wording**

Third Party Property Damage and Third Party Bodily Injury Excess GBP 2,500 each and every claim including Costs and Expenses

Please refer to the Policy / Certificate Wording for applicable Endorsements / Conditions / Exclusions.

Endorsements / Conditions / Exclusions not contained within the Policy / Certificate Wording –

Financial Loss Extension – Retroactive Date: 23<sup>rd</sup> March 2019 [as attached]

Government or Statutory Authority Clean Up Costs Extension [as attached]

Own or Leased Premises Debris Removal & Clean Up Costs Extension [as attached]

Cyber Endorsement – Combined Liability [as attached]

Landfill Site Exclusion [as attached]

Asbestos Conditions - Transportation [as attached]

Personal Protective Equipment Conditions [as attached]

Bona Fide Subcontractors Condition [as attached]

Demolition Conditions [as attached]

Depth Limit [as attached]

**NOTICES:**

NONE.

**EXPRESS**

**WARRANTIES:**

Hired Out Plant Warranty [as attached]

**CONDITIONS**

**PRECEDENT:**

Mobile Plant Condition Precedent [as attached]

Waste Disposal Conditions [as attached]

Skip Hire Conditions [as attached]

Heat Conditions [as attached]

**SUBJECTIVITIES:**

NONE.

**CHOICE OF LAW &**

**JURISDICTION:**

Law: Any dispute concerning the interpretation of the Terms, Conditions, Limitations, Exceptions and/or Exclusions contained herein is understood and agreed by both the Insured and Insurers to be subject to English and Welsh Law.

Jurisdiction: Each party agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements to give such court jurisdiction.

All matters arising hereunder shall be determined in accordance with the law and practice of such court.



**PREMIUM:** Adjustable in accordance with General Condition – Adjustment of premium

**Section A - Employers' Liability**

<b>100.00%</b>	<b>Minimum &amp; Deposit</b>	<b>GBP 4,625.00</b>	<b>plus Insurance Premium Tax at 12% being GBP 555.00</b>	<b>Total GBP 5,180.00</b>
Adjustable at	3.0000% on	GBP 25,000	Directors	GBP 750.00
Adjustable at	6.0000% on	GBP 65,000	Manual	GBP 3,900.00

**Sections B and C - Public and Products Liability**

<b>100.00%</b>	<b>Minimum &amp; Deposit</b>	<b>GBP 3,375.00</b>	<b>plus Insurance Premium Tax at 12% being GBP 405.00</b>	<b>Total GBP 3,780.00</b>
Adjustable at	0.4500% on	GBP 750,000	Turnover	GBP 3,375.00
<b>Total Sections A to C</b>		<b>GBP 8,000.00</b>	<b>plus Insurance Premium Tax at 12% being GBP 960.00</b>	<b>Total GBP 8,960.00</b>

**TAXES PAYABLE  
BY INSURED AND  
ADMINISTERED BY  
INSURERS:**

12% Insurance Premium Tax.

**PREMIUM  
PAYMENT TERMS:**

Premium to be paid within 30 days of the policy inception date.

**RECORDING,  
TRANSMITTING &  
STORING  
INFORMATION:**

Where the broker maintains risk and/or claim data/information/documents, the broker may hold such data/information/documents electronically.

**INSURER  
CONTRACT  
DOCUMENTATION:**

This document details the Contract terms entered into by the Insurer(s), and constitutes the Contract document.

**IMPORTANT**

We would remind you of our legal duty to disclose all material facts and information accurately and completely at inception and during the period of cover. If the information provided to us is materially inaccurate, or if you consider there to be further material information which should be presented to your Underwriters you must notify us immediately. Failure to comply could lead to avoidance of cover.



## ENDORSEMENTS

### Financial Loss Extension

(Applicable to Section C of the Policy)

It is hereby understood and agreed that subject to the exceptions set out below **we** will indemnify **you** up to the Limit of Indemnity expressed herein against all sums that **you** shall become legally liable to pay for damages or compensation and claimants costs and expenses consequent upon any claim or claims for **financial loss** first made in writing against **you** and notified to **us** during the **period of insurance** in connection with the **business**

It is further understood and agreed that **we** shall not be liable for

- a) any liability arising out of or in any way connected with any contract or agreement unless and only to the extent that such liability would have arisen in any event in the absence of such contract or agreement
- b) the cost of removal repair recovery alteration replacement demolition dismantling delivery rebuilding supply installation or recall of the **products** or commodity article or thing in which the **products** are incorporated
- c) **Injury or damage** as defined within this Policy
- d) **Financial loss** as a result of advice design specification or formulae given by **you**
  - i) not in connection with the **products**
  - ii) for a fee
- e) any amount in respect of liquidated damages fines penalties or payments due under any statute statutory regulation by-law or other provisions having the force of law
- f) **Financial loss** consequent upon any deliberate act or omission by **you** or on **your** behalf and which result could have reasonably been expected by **you** having regard to the nature and circumstances of such act or omission
- g) any liability arising from or in any way connected with act(s) of fraud or dishonesty
- h) any liability arising from or in any way connected with the torts of passing off or infringement of patent copyright trademark or trade name or deceit or injurious or malicious falsehood or conspiracy or inducing breach of contract or intimidation or unlawful interference or other like economic torts
- i) **Financial loss** caused by any watercraft or aerial device or by the **products** installed in any of the foregoing or caused by any motor vehicle
- j) 20% of each and every claim made against **you** subject to a minimum of GBP 5,000 which amount shall be retained by **you** as your own liability and uninsured
- k) **Financial loss** where the event giving rise to **financial loss** occurred or is alleged to have occurred prior to retroactive date specified in the Schedule
- l) any liability arising from or in any way connected with Libel or Slander

It is further understood and agreed that **our** liability under this Extension for all claims for damages and claimants costs and expenses made during the **period of insurance** shall not in the aggregate exceed GBP 250,000.

The issue of this clause is deemed to nullify the limitation imposed by exclusion (f) of Section C of this Policy, and it is also agreed that Exclusion g) of Exclusions Applicable to Sections B and C shall not apply to Section C of this Policy.

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



## ENDORSEMENTS continued

### Government or Statutory Authority Clean Up Costs Extension

(Applicable to Section B of the Policy)

Notwithstanding Exclusion (c) of Exclusions Applicable to Sections B and C, **we** will indemnify **you** under Section B - Public liability of this Policy against liability in respect of any clean up costs and expenses caused solely by a sudden, identifiable, unintended and unexpected release of contaminants into watercourses for which **you** are responsible and where such release takes place during the **period of insurance** subject to the following:

- a) **we** shall not indemnify **you** against liability in respect of clean up costs and expenses happening anywhere in the United States of America or Canada
- b) **we** shall not indemnify **you** in respect of any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever
- c) **our** liability to pay clean up costs and expenses shall be limited in the aggregate in respect of any one **period of insurance** to GBP 1,000,000.

For the purpose of this endorsement, 'clean up costs and expenses' shall mean the costs and expenses of remedying the effects of pollution incurred by **you** or for which **you** are legally liable and which are imposed on **you** by any government or statutory authority responsible for implementing or enforcing environmental protection legislation or regulations.

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

### Own or Leased Premises Removal of Debris and Clean Up Costs Extension

(Applicable to Section B of the Policy)

In the event of a sudden, identifiable, unintended and unexpected release of products or customer stock onto **your** own or leased premises **we** will indemnify **you** for

- a) removal of debris; and
- b) clean up of contaminated parts of such premises

subject to a maximum aggregate limit during any one **period of insurance** of GBP 100,000 any one premises.

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



## ENDORSEMENTS continued

### Cyber Endorsement – Combined Liability

1. **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**.
2. 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 GBP 5,000,000 of any one claim or series of claims arising out of any one **occurrence** (inclusive of **defence costs**).
3. This endorsement 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.
4. If **we** allege that by reason of this endorsement that loss sustained by **you** is not covered by this Policy, the burden of proving the contrary will fall upon **you**.
5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will continue in full force and effect.

### Definitions applicable to this endorsement:

- 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**.



## ENDORSEMENTS continued

### **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.

### **Asbestos Conditions - Transportation**

(Applicable to Sections B & C Public & Products Liability)

**We** will cover **you** in respect of **your** handling, temporary storage or transportation of Asbestos or Asbestos Containing Materials but this extension shall not apply to:

- i) materials in which the asbestos fibres are not firmly linked in a matrix
- ii) asbestos removal/maintenance/encapsulation or any other work carried out on asbestos
- iii) activities where a license is required in line with The Control of Asbestos Regulations 2006 or any subsequent amendment

It is further noted and agreed that with regard to the handling, temporary storage and transportation of Asbestos **we** will indemnify **you** against **your** liability to pay damages (including claimants' costs fees and expenses) and **defence costs** under Sections B and C of this Policy arising from the existence of or exposure to such asbestos and/or asbestos containing materials occurring after the Retroactive Date but only in respect of claims first made against **you** during the **period of insurance**

Provided always that

- 1 should **you** notify **us** during the **period of insurance** of any specific event or circumstance which **we** 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 **we** will deal with such claim or claims as if they had first been made against **you** during the **period of insurance**
- 2 **we** will not indemnify **you** for any claims arising from the existence of or exposure to asbestos and/or any asbestos containing materials where **you** were aware of the circumstance or event which gave rise to the claim before the effective date of this Endorsement
- 3 **we** will not indemnify **you** 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
- 4 **Our** liability to pay damages (including claimants' costs fees and expenses) and **defence costs** shall not exceed the sum of GBP 1,000,000 and shall be **our** total liability in respect of any one **period of insurance**
- 5 the Excess applicable to this Endorsement shall be GBP 5,000 each and every claimant including **injury**

The Retroactive Date in respect of this Endorsement is 23<sup>rd</sup> March 2019.

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



## ENDORSEMENTS continued

### **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 **employee** is rigorously enforced and that Personal Protective Equipment is supplied to the **employee** and that a formal record is maintained confirming receipt of such equipment.

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 of this Policy 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 that

- i. such insurances contain an Indemnity to Principals Clause
- ii. **you** shall 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 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

### **Demolition Conditions**

(Applicable to all sections of the Policy)

This Policy does not indemnify **you** in respect of:

- i) the use of explosives
- ii) the use of ball and chain
- iii) one drop demolitions

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





## ENDORSEMENTS continued

### **Depth Limit**

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

This Policy does not indemnify **you** in respect of liability arising out of or in any way connected with any work which exceeds 1 metres in depth.

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

### **Hired Out Plant Warranty**

(Applicable to Sections B & C of the Policy)

It is hereby warranted by **you** that all plant hired out by **you** will be subject to the current Contractors Plant Association or Scottish Plant Operators Association conditions of hire.

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

### **Mobile Plant 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 Mobile Plant 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 Mobile Plant through an Accredited Training Provider belonging to one of the four accrediting bodies as recognised by the Health & Safety Executive and
  - b) complete a refresher course within 5 years of the initial training programme

**You** must retain appropriate documentation verifying completion thereof

3. Whenever Mobile Plant is left 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

### **Waste Disposal Conditions**

(Applicable to Sections B & C of the Policy)

It is a condition precedent to liability that **you** take or arrange that all waste is taken only to licensed sites and that such waste is transported only by licensed carriers.

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



## ENDORSEMENTS continued

### Skip Hirers Conditions

(Applicable to Sections B & C of the Policy)

It is a condition precedent to liability that in connection with the use or ownership or hiring out of skips **you** shall at all times observe and comply with the requirements of the Roads (Scotland) Act 1970 or the Highways Act 1971 as amended by the Highways Act 1980 or any other statutory regulations or local bye-laws and shall take reasonable steps to ensure that

- a) each skip deposited on a highway will be clearly lit during the hours of darkness
- b) each skip will be marked with fluorescent markings which shall be kept clean
- 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, conditions, exclusions and limitations in this policy remain unaltered



## ENDORSEMENTS continued

### Heat Conditions

(Applicable to Section B of the Policy)

It is a condition precedent to liability that the following precautions will be taken on each occasion where **you** use any process which involves the application of heat away from **your** premises

- a) the immediate area in which the operation is to be carried out must be segregated to the greatest practical extent by the use of screens made of metal and/or fire retardant material
- b) the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence
- c) combustible floors and/or substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
- d) where work is being carried out in any area where there is a risk that combustible material is in danger of ignition either directly or by conduction of heat an additional **employee** or an employee of the occupier shall remain continuously in attendance at the point of work until the work is complete to guard against an outbreak of fire
- e) no work is carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
- f) a suitable fire extinguisher and/or hoses connected up in readiness for immediate use and tested prior to the commencement of the work must be kept available for immediate use near the scene of operations
- g) thorough examinations must be made in the vicinity of the work at frequent intervals for at least one hour after the termination of each operation. In the event that it is not practical for such examination to be carried out by a **employee** then appropriate arrangements must be made with the occupier
- h) before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat
- i) where **you** burn debris away from **your** premises the following precautions shall be taken on each occasion
  - i) fires to be in a cleared area and at a distance of at least ten metres from any property
  - ii) fire not to be left unattended at any time
  - iii) a suitable fire extinguisher to be kept available for immediate use
  - iv) fires to be extinguished at least one hour prior to leaving site at the end of each working day

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



## SECURITY DETAILS

### SECURITY DETAILS

#### INSURER'S

#### LIABILITY:

##### **(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



**ORDER HEREON:** 100% of Whole

**BASIS OF  
WRITTEN LINES:** Percentage of Whole

**INSURERS:** AXIS Syndicate AXS 1686 100%

THIS IS TO CERTIFY that under Contract Number B19038922B, 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 Document has been signed in LONDON on 2nd February 2023 by MILES SMITH LIMITED  
**Authorised Signatory.**

A handwritten signature is written over a circular stamp. The stamp contains the text "MILES SMITH" around the top edge and a stylized logo in the center.

.....  
Authorised Signatory