

Schedule 5 Insurance

1 Property Damage Insurance

1.1 Insured

1.1.1 LondonWaste Limited & subsidiary companies

1.2 Insured Property

1.2.1 Any real and personal property of whatsoever nature and description which is the property of the insured or for which the insured is responsible

1.3 Coverage

1.3.1 "All risks" of physical loss or damage to the insured property from any cause not excluded

1.4 Sum Insured

1.4.1 [REDACTED] total combined property damage and business interruption first loss limit any one occurrence

1.4.2 [REDACTED] total combined property damage and business interruption first loss limit any one occurrence in respect of damage caused by flood

1.4.3 [REDACTED] first loss limit any one occurrence in respect of damage to static vehicles

1.5 Maximum Deductible Threshold

1.5.1 [REDACTED]

1.6 Territorial Limits

1.6.1 United Kingdom plus elsewhere whilst in inland transit.

1.7 Period of Insurance

1.7.1 From the Commencement Date for the remainder of the Contract Period and renewable on an annual basis unless agreed otherwise by the Parties

1.8 Cover Features & Extensions

1.8.1 Automatic reinstatement of sum insured

1.8.2 Capital additions clause

1.8.3 [REDACTED]

1.8.4 European Union local authorities clause

- 1.8.5 Professional fees
- 1.8.6 Debris removal
- 1.8.7 Temporary offsite storage
- 1.8.8 Plans and documents
- 1.8.9 Reinstatement of computer data
- 1.8.10 Temporary repairs

1.9 **Principal Exclusions**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Business Interruption Insurance

2.1 Insured

2.1.1 LondonWaste Limited & subsidiary companies

2.2 Indemnity

2.2.1 Loss of anticipated revenue during at least the minimum indemnity period arising from an interruption or interference in the operation of the Facility as a result of loss or damage covered under property damage insurance effected in accordance with paragraph 1 of this Schedule 5 (Insurance) including physical loss or damage which would be indemnifiable but for the application of any deductible

2.2.2 The additional expenditure necessarily and reasonably incurred for the purpose of avoiding or reducing the loss of revenue of the insured which without such expenditure would have taken place, during the minimum indemnity period

2.3 Sum Insured

2.3.1 [REDACTED] total combined property damage and business interruption first loss limit any one occurrence other than in respect of damage caused by flood

2.3.2 [REDACTED] total combined property damage and business interruption first loss limit any one occurrence in respect of damage caused by flood

2.4 Maximum Deductible Threshold

2.4.1 [REDACTED] in respect of turbines, generators, boilers, transformers and refuse processing

2.4.2 [REDACTED] in respect of all other claims

2.4.3 [REDACTED]

2.5 Minimum Indemnity Period

2.5.1 [REDACTED]

2.6 Period of Insurance

2.6.1 From the Commencement Date for the remainder of the Contract Period and renewable on an annual basis unless agreed otherwise by the Parties

2.7 Cover Features & Extensions

2.7.1 Prevention of access

- 2.7.2 Utilities
- 2.7.3 Accountants clause
- 2.7.4 Unspecified supplier
- 2.7.5 Notifiable diseases, vermin, defective sanitary arrangements, murder and suicide (three (3) month indemnity period)

2.8 **Principal Exclusions**

[REDACTED]

[REDACTED]

Third Party Public and Products Liability Insurance

3.1 Insured

3.1.1 LondonWaste Limited & subsidiary companies

3.2 Interest

3.2.1 To indemnify the insured in respect of all sums that they may become legally liable to pay as damages and claimants cost and expenses in respect of accidental:

(a) death, or bodily injury, illness, disease contracted by any person;

(b) loss or damage to property;

happening during the period of insurance and arising out of or in connection with the Facility and the provision of the Services

3.3 Limit of Indemnity

3.3.1 [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited, but in the aggregate in respect of pollution and products liability

3.4 Maximum Deductible

3.4.1 [REDACTED]

3.5 Territorial Limits

3.5.1 United Kingdom and elsewhere in the world in respect of non-manual visits

3.6 Period of Insurance

3.6.1 From the Commencement Date for the remainder of the Contract Period and renewable on an annual basis unless agreed otherwise by the Parties

3.7 Cover Features & Extensions

3.7.1 Indemnity to Principal

3.7.2 Cross liability clause

3.7.3 Contingent motor

3.7.4 Legal defence costs

3.7.5 Contractual liability

3.7.6 Health and Safety at Work Act(s) clause

- 3.7.7 DPA clause
- 3.7.8 Insured to include directors, officers and employees of insured parties
- 3.7.9 Consumer Protection Act 1987
- 3.7.10 Defamation, libel and slander
- 3.7.11 Defence, appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007

3.8 Principal Exclusions

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

Environmental Site Liability Insurance

4.1 Insured

4.1.1 LondonWaste Limited & subsidiary companies

4.2 Interest

4.2.1 To indemnify the insured in respect of all sums that they may become legally liable to pay consequent to a pollution incident and/or action by a relevant authority (including but not limited to a local authority, Environmental Protection Agency or any judicial authority) or a third party, including the Authority, and resulting in a claim or claims first made against the insured and reported to the insurer during the policy period. A pollution incident relates to either pollution in existence prior the date of this Contract disturbed or in some way aggravated, released or made worse by the insured or pollution caused by the insured in connection with the Facility, or a new pollution incident caused by the insured on or after the date of this Contract in connection with the Services

4.3 Limit of Indemnity

4.3.1 [REDACTED] in respect of any one loss, the number of losses being unlimited and not less than [REDACTED] in the aggregate during the policy period, the policy period not to exceed three years unless agreed otherwise by the Parties

4.4 Maximum Deductible

4.4.1 [REDACTED]
[REDACTED]

4.5 Territorial Limits

4.5.1 Site and off site migration of contamination from any site for which the insured is responsible

4.6 Period of Insurance

4.6.1 From the Commencement Date for the remainder of the Contract Period and renewable on an annual basis unless agreed otherwise by the Parties

4.7 Cover Features and Extensions

4.7.1 Regulatory or third party claims for on-site clean-up of pre-existing and new conditions arising from the act or omission of the insured

4.7.2 Regulatory or third party claims for off-site clean-up of pre-existing and new conditions arising from the act or omission of the insured

5 **Insurances Required by Law**

- 5.1 LWL is required to meet its United Kingdom and all other statutory or insurances required by law worldwide in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.