









Camberford
Underwriting

Arboricultural Contractors Insurance

Schedule

Reason for Issuance: Renewal

Cover Overview

Policy Number	B105321ARB519347		
Period of Insurance	From: Sunday 18th of April 2021	Both days inclusive at the local standard time of the insured	
	Until: Sunday 17th of April 2022		
The Insured	Foremans Tree Specialists Ltd		
Business (of The Insured)	Landscaping, Fencing, Planting, Tree Surgery		
Address of The Insured	16 Oak Hill Wood Street Village, Guildford Surrey GU33ER		
Sections Which Comprise Your Policy	Operative	Section Number	Section Description
		Section 1	Property and Business Interruption
		Section 2	Contract Works
		Section 3	Legal Liability
		Section 4	Professional Indemnity
		Section 5	Directors and Officers Liability
		Section 6	Legal Expenses

Section Number	Underwriter	Binding Authority Agreement Number
Section 2	<p>XL Catlin Insurance Company UK Limited</p> <p>Privacy Policy: https://axaxl.com/en-gb/privacy-notice</p> <p>Complaints Contact: If You wish to make a complaint You can do so at any time by referring the matter to;</p> <p>Complaints Manager Catlin Insurance Company UK Limited 20 Gracechurch Street London EC3V OBG United Kingdom Email: axaxlukcomplaints@axaxl.com Telephone Number: +44 (0) 20 7743 8487</p>	B1053BA20027
Section 3	<p>XL Catlin Insurance Company UK Limited</p> <p>Privacy Policy: https://axaxl.com/en-gb/privacy-notice</p> <p>Complaints Contact: If You wish to make a complaint You can do so at any time by referring the matter to;</p> <p>Complaints Manager Catlin Insurance Company UK Limited 20 Gracechurch Street London EC3V OBG United Kingdom Email: axaxlukcomplaints@axaxl.com Telephone Number: +44 (0) 20 7743 8487</p>	B1053BA20027

Premises 1

Address Line 1: 16 Oak Hill

Address Line 2:

Town / City: Wood Street Village, Guildford

County: Surrey

Postcode: GU33ER

Sum Insured, Limits of Indemnity & Limits of Liability

Sum Insured, Limits of Indemnity & Limits of Liability represent the maximum amount we will pay under each Section, Sub-Section or Item.

Sums Insured / Limits of Liability
Section 2: Contract Works

Section 2	Item	Description	Limit of Liability
	Item 1	Contract Works	Not Insured
	Item 2	Employees Personal Tools and Effects	Not Insured
	Item 3	Owned Plant	£52,000.00
	Item 4(a)	Hired In Plant	Not Insured
	Item 4(b)	Hired In Plant- Continuing hire charges in consequence of loss or damage covered under Item 4a Reimbursement Period: 3 months	Not Insured

Contract Site	Item	Description	Limit of Liability
		Any situation within the United Kingdom	

Sub Section 3A Employers' Liability	Description Any one occurrence, inclusive of all costs and expenses	Limit of Liability £10,000,000.00
Sub Section 3B Public Liability	Description Any one occurrence	Limit of Liability £10,000,000.00
Sub Section 3C Products Liability	Description Any one occurrence and in the aggregate in the period of insurance	Limit of Liability £10,000,000.00

Excess and Retention

The first amount (for which **you** are responsible) of any claim or claims

Excess and Retention

Section 2: Contract Works

Description	Excess
Contract Works	£500.00 (each claim)
Employees Tools and Effects	£50.00 (each claim)
Owned Plant	£500.00 (each and every claim increasing to £750 each and every claim involving theft and/or malicious damage)
Hired in Plant	£500.00 (each and every claim increasing to £750 each and every claim involving theft and/or malicious damage)

Excess and Retention

Section 3: Legal Liability

Description	Excess
Public & Products Liability	£500.00 (each third party property damage claim (costs and expenses inclusive))

Endorsements

Endorsements are additional terms incorporated into this policy.

Endorsements

Section 2: Contract Works

Code	Title	Endorsement	Applicable to												
TSXL006/20	Contractors Plant Excess Endorsement	<p>The excess in respect of each claim involving theft or malicious damage to owned plant and/or hired in plant is amended for items within certain value ranges as detailed below:</p> <table><thead><tr><th>Item value:</th><th>Excess</th></tr></thead><tbody><tr><td>Over £7,500 and equal to or below £10,000</td><td>£1,000 each claim</td></tr><tr><td>Over £10,000 and equal to or below £15,000</td><td>£1,500 each claim</td></tr><tr><td>Over £15,000 and equal to or below £20,000</td><td>£2,000 each claim</td></tr><tr><td>£20,000 and equal to or below £30,000</td><td>£3,500 each claim</td></tr><tr><td>Over £30,000</td><td>£5,000 each claim</td></tr></tbody></table>	Item value:	Excess	Over £7,500 and equal to or below £10,000	£1,000 each claim	Over £10,000 and equal to or below £15,000	£1,500 each claim	Over £15,000 and equal to or below £20,000	£2,000 each claim	£20,000 and equal to or below £30,000	£3,500 each claim	Over £30,000	£5,000 each claim	Whole Section
Item value:	Excess														
Over £7,500 and equal to or below £10,000	£1,000 each claim														
Over £10,000 and equal to or below £15,000	£1,500 each claim														
Over £15,000 and equal to or below £20,000	£2,000 each claim														
£20,000 and equal to or below £30,000	£3,500 each claim														
Over £30,000	£5,000 each claim														
TSXL004	Contractors Plant (Arboriculture) Basis Of Settlement (Owned Plant) Endorsement	<p>We agree that the Limit Of Liability in respect of Section 2 Item 3 (Owned Plant) is amended to the following:</p> <p>The amount of liability under this Section will not exceed in addition to the amounts stated in the extensions:</p> <p>Under Item 3 In respect of any item insured for which the cost of a new replacement does not exceed £1,500 (a) the cost of a new replacement of the item at the time of the loss or damage (b) the sum insured stated in the schedule.</p> <p>In respect of any item insured for which the cost of a new replacement exceeds £1,500 (a) the market value of the item at the time of the loss or damage (b) the sum insured stated in the schedule.</p>	Whole Section												
ARBXLCY1	Computer and Electronic Data (Arboriculture Exclusion Amendment – Contract Works Section)	<p>Part (b) of General Exclusion 4 (Computer and Electronic Data) is amended to:</p> <p>(b) Applicable to Section 2 (Contract Works)</p> <p>There shall be no cover for any loss, damage, expense or liability caused directly or indirectly by malicious or non-malicious data activity.</p> <p>However, if an insured event, listed below, which gives rise to our liability under Section 2 (Contract Works) is caused directly or indirectly by malicious or non-malicious electronic data activity, then that insured event remains covered subject to all policy terms. The insured events this applies to are:</p> <p>Fire Explosion</p>	Whole Section												

Code	Title	Endorsement	Applicable to
TSXL003	Burning Condition	It is a condition precedent to our liability that where you or persons acting on your behalf burn debris that the following precautions are adhered to on each occasion (a) fires must be in a cleared area and at a distance of at least fifteen metres from any property or any other combustible materials; (b) fires must not be left unattended at any time; (c) a suitable and fully charged fire extinguisher must be kept available at the scene of operations for immediate use; (d) fires must be fully extinguished at least one hour prior to leaving site at the end of each working day; (e) no burning may be carried out without the land owners permission who should be asked to approve the safety arrangements in writing.	Whole Section
TSXL001	TSE/BSE Exclusion	We will not insure you under the Legal Liability or Professional Indemnity Sections of this Policy in respect of liability arising directly or indirectly, in whole or in part by any form of Transmissible Spongiform Encephalopathy (TSE) including, but not limited to, Bovine Spongiform Encephalopathy (BSE), Chronic Wasting Disease (CWD), Creutzfeldt-Jakob Disease, New Variant Creutzfeldt-Jakob Disease (nv-CJD), Scrapie or Transmissible Mink Encephalopathy.	Whole Section
TSXL002	Electromagnetic Radiation Exclusion	We will not insure you under the Legal Liability or Professional Indemnity Sections of this Policy in respect of liability arising out of, or in connection with, or contributed to directly or indirectly by the existence of, or exposure to, magnetic, electric or electromagnetic fields or radiation howsoever caused or generated.	Whole Section
TSXL005	Japanese Knotweed Exclusion	We will not indemnify you under Sections 3 and/or 4 of this Policy in respect of liability arising out of, or in connection with, or otherwise attributable to Japanese Knotweed.	Whole Section
FLTSSEW	Suitable Employee Condition	It is a condition precedent to our liability that the following work is only undertaken by employees or sub contractors that have obtained relevant National Proficiency Test Council (or equivalent) certification or that have experience which is deemed suitable by the Health and Safety Executive; (a) work with chainsaws; (b) work involving utilities in arboriculture including but not limited to power lines; (c) work above ground level either from mobile platform or by use of rope and harness; (d) work involving the use of pesticides and/or chemicals. It is a further precedent to our liability that in respect of work involving rope and harness that a groundman qualified in aerial rescue is present at all times.	Whole Section
FL75	Hazardous Premises Exclusion	We will not insure you under the Employers' and Public Liability Sections / Sub-Sections of this Policy against liability arising from or in connection with: (a) towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels; (b) aircraft, airports, ships, docks, piers, wharves, breakwaters or sea walls; (c) collieries, mines, chemical works, gas works, oil refineries or power stations; (d) bulk oil, petrol, gas or chemical storage tanks or chambers.	Whole Section
FL71	Hazardous Work Exclusion	We will not insure you under the Employers' and Public Liability Sections / Sub-Sections of this Policy against liability arising from or in connection with: (a) Any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height when such work forms an ancillary part of a contract for construction, alteration or repair; (b) The construction, alteration, maintenance or repair of bridges, viaducts, towers, steeples, spires, pylons or chimney shafts; (c) Underpinning, pile driving, quarrying, tunnelling, mines, ships or blast furnaces; (d) The use of explosives; (e) Any work undertaken airside or on or in the immediate vicinity of aircraft; (f) Any work on or in (i) docks, harbours or railways (ii) chemical or petrochemical works, oil or gas refineries or storage facilities (iii) power stations or nuclear power stations.	Whole Section



Certificate of Employers' Liability Insurance (See Note A)

In accordance with Regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 (the Regulations), one or more copies of this Certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy. This requirement will be satisfied if the Certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Policy Number: **B105321ARB519347**

Name of Policyholder: **Foremans Tree Specialists Ltd**

Including all subsidiary companies as advised to XL Catlin Insurance Company UK Limited

Except any specifically excluded below

Excluded Subsidiary Companies:

Date of Commencement of Insurance: **18/04/2021**

Date of Expiry of Insurance: **17/04/2022** Both days Inclusive

We hereby certify that:

1. The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney, or to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies (See Note B), and
2. (a) the minimum amount of cover provided by the Policy is no less than GBP 5,000,000 (See Note C)

Signed:

Luis Prato
Director
XL Catlin Insurance Company UK Limited

Notes:

- (A) Where the employer is a company to which Regulation 3(2) of the Regulations applies, the Certificate shall state in a prominent place, either that the Policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (B) Specify applicable law as provided for in Regulation 4(6) of the Regulations.
- (C) See Regulations 3(1) of the Regulations and delete whichever of Paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Paragraph 2(b) does not apply and has been deleted.

Arboricultural Contractors Insurance Scheme

VERIFICATION LETTER

Date: Wednesday 24th of March 2021
Policyholder: Foremans Tree Specialists Ltd
Business Description: Landscaping, Fencing, Planting, Tree Surgery
Policy Number: B105321ARB519347
Period of Insurance **Start Date:** 18/04/2021
End Date: 17/04/2022

COVER	Limit of Indemnity / Sum insured	Insurer
Contract Works	Not Operative	XL Catlin Insurance Company UK Limited
Employees Personal Tools & Effects	Not Operative	
Owned Plant	£52,000	
Hired in Plant	Not Operative	
Employers Liability	£10,000,000	XL Catlin Insurance Company UK Limited
Public Liability	£10,000,000	
Products Liability	£10,000,000	

All insurance is subject to the terms conditions and endorsements of the respective Policy. This verification notice confirms the cover in force on the date shown above. Neither Camberford Underwriting nor the respective Insurers/Underwriters accept any liability for reliance on this document by the Insured or any third party in the event that any of the insurances detailed are cancelled or not in force for any reason.

Signed on behalf of the Insurers

