

Camberford  
LAW PLC



INNOVATIVE INSURANCE

# POLICY SCHEDULE

## Arboricultural Contractors Insurance

Reason for Issue: New Business

Insurance Brokers | Underwriting Agents | Lloyds Brokers

# Contents

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# Cover Overview

Policy Number	B105318ARB685374
Period of Insurance	<p><b>From:</b> Wednesday 17th of October 2018</p> <p><b>Until:</b> Wednesday 16th of October 2019</p> <p style="text-align: right;">Both days inclusive at the local standard time of the insured</p>
The Insured	Maplebeck Tree Care Ltd
Business (of The Insured)	Landscaping, Fencing, Planting, Tree Surgery
Address of The Insured	<p>Maplebeck Tree Care Ltd Clay Barn</p> <p>Maplebeck, Newark Nottinghamshire NG220BS</p>

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

Underwriters for this policy	Section Number	Underwriter	Binding Authority Agreement Number
	Section 2	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.	B1053BA17027
	Section 3	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.	B1053BA17027

## Premises 1

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**Address Line 1:** Clay Barn

**Address Line 2:**

**Town / City:** Maplebeck, Newark

**County:** Nottinghamshire

**Postcode:** NG220BS



# 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	£85,000.00
	Item 4(a)	Hired In Plant	£50,000.00
	Item 4(b)	Hired In Plant- Continuing hire charges in consequence of loss or damage covered under Item 4a	Included in Item 4(a)

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

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

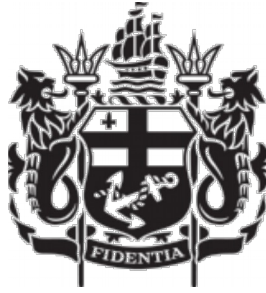
Endorsements

## Section 2: Contract Works

Code	Title	Endorsement	Applicable to
TSXL004	Contractors Plant (Arboriculture) Basis Of Settlement (Owned Plant) Endorsement	<p><b>We</b> 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 <b>the schedule</b>.</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 <b>the schedule</b>.</p>	Whole Section
	Bespoke Endorsement(s)	<p>It is a condition precedent to our liability that all Construction Plant, Tools, Machinery and Equipment with an individual value in excess of £5,000 must be registered with The National Plant &amp; Equipment Register, Bath &amp; West Buildings, Lower Bristol Road, Bath BA2 3EG (<a href="http://www.ter-europe.org">www.ter-europe.org</a>) Tel No: 01225 464599 within 60 days of inception. Failure to do so will mean cover provided under Item 3 (Owned Plant) is cancelled, unless we have agreed, in writing, to waive this condition.</p> <p>We would also like to draw your attention to Clause 3. (e) of the Claims Procedure. This requires that the National Plant &amp; Equipment Register is notified of any theft of any plant or equipment within 14 days. Failure to do so means that Underwriters will not be liable for the payment of claims.</p>	Whole Section



Code	Title	Endorsement	Applicable to
TSXL003	Burning Condition	It is a condition precedent to <b>our</b> liability that where <b>you</b> or persons acting on <b>your</b> 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 <b>property</b> or any other combustible materials; (b) fires must not be left <b>unattended</b> 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 <b>hour</b> 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	<b>We</b> will not insure <b>you</b> 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	<b>We</b> will not insure <b>you</b> 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
FLTSSEW	Suitable Employee Condition	It is a condition precedent to <b>our</b> liability that the following work is only undertaken by <b>employees</b> 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 <b>our</b> liability that in respect of work involving rope and harness that a groundsmen qualified in aerial rescue is present at all times.	Whole Section
FL75	Hazardous Premises Exclusion	<b>We</b> will not insure <b>you</b> 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	<b>We</b> will not insure <b>you</b> 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
FL90	Bona Fide Sub Contractors Condition	<b>We</b> will not insure <b>you</b> in respect of any <b>claim</b> arising out of or in connection with work undertaken on <b>your</b> behalf by bona fide independent contractors (not defined as an <b>employee</b> under this Policy) unless at the time of engaging such contractors <b>you</b> obtain and retain a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force:  (a) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to <b>employees</b> ; and (b) Public and Products Liability insurance suitable for the nature of the work undertaken on <b>your</b> behalf and with a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause.	Whole Section
	Bespoke Endorsement(s)	The following exclusion shall apply to Section 3 – Public Liability and Pollution Liability:  "This Section does not provide indemnity in respect of liability arising out of, connected with, or otherwise attributable to Japanese Knotweed"  Subject otherwise to the Policy terms Conditions Limitations and Exclusions	Whole Section



## Certificate of Employers' Liability Insurance<sup>(a)</sup>

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

- |  |                         |                  |
|--|-------------------------|------------------|
| 1. Name of policy holder:                    | Insurance Policy No:    | B105318ARB685374 |
|  | Maplebeck Tree Care Ltd |                  |
| 2. Date of commencement of insurance policy: | 17/10/2018              |                  |
| 3. Date of expiry of insurance policy:       | 16/10/2019              |                  |

**We hereby certify** that subject to paragraph 2:-

- the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey 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<sup>(b)</sup>; and
- (a) the minimum amount of cover provided by this policy is no less than £5,000,000<sup>(c)</sup>.

Signed on behalf of those Lloyd's Underwriters subscribing to the above insurance (Authorised Insurers)

### Notes:

- 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, or 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.
- Specify applicable law as provided for in regulation 4(6) of the Regulations.
- See regulation 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 is deleted.)

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*Note: The information below this line does not form part of the statutory certificate. Those Underwriters at Lloyd's on whose behalf this certificate is issued require the following information to be entered by the issuing intermediary:*

Name and address of issuing intermediary:

Camberford Law plc  
Binding Authority Agreement Number: B1053BA110  
Lygon House  
50 London Road  
Bromley  
Kent  
BR1 3RA

Issuing intermediary's reference:  
(if different from the Policy Number stated above)

28/1/99  
NMA2838

Camberford Law plc  
Lygon House  
50 London Road  
Bromley  
Kent, BR1 3RA

T: 020 8315 5000  
www.camberfordlaw.com



INNOVATIVE INSURANCE

## Arboricultural Contractors Insurance Scheme

### VERIFICATION LETTER

**Date:** Wednesday 17th of October 2018  
**Policyholder:** Maplebeck Tree Care Ltd  
**Business Description:** Landscaping, Fencing, Planting, Tree Surgery  
**Policy Number:** B105318ARB685374  
**Period of Insurance** **Start Date:** 17/10/2018  
**End Date:** 16/10/2019

COVER	Limit of Indemnity / Sum insured	Insurer
Contract Works	Not Operative	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.
Employees Personal Tools & Effects	Not Operative	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.
Owned Plant	£85,000	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.
Hired in Plant	£50,000	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.
Employers Liability	£10,000,000	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.
Public Liability	£10,000,000	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.
Products Liability	£10,000,000	Certain Underwriters at Lloyd's. The individual syndicate details and proportions of this insurance underwritten by them are available upon request.

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 Law plc 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