

Policy Number 0541CCO2/AY632773/1  
Date 28.04.2011  
Page 6  
The Insured Wilby Tree Surgeons Limited

The Agent BRYANT KESEK & PARTNERS ARBORICULTURALSHEME

The Business Arboricultural and Fencing Contractors and Arboricultural Consultants

The Postal Address of the Insured Tower Field Farm  
Sywell Lane  
Ecron  
Northampton NN6 OQT

Period of Insurance From 14.04.2011 to 13.04.2012

Renewal Date 14.04.2012

Renewal Premium £4,056.48  
Premium Tax £243.39  
Amount Due £4,299.87

Policy Form Reference ZCL/2




---

**Employers Liability Policy**
**Renewal Schedule**


---

**Policy Number**                      **Date issued**  
 054/CCO2/AY632773/1 28.04.2011

**Continuation**  
 Page 7
 

---

Unless you have already supplied us with revised wages figures the premium for renewal of your Employers' Liability cover has been revised to reflect variations in the **Average Wages and Salaries Index** since last renewal date.

If there have been any changes in your wages payments since last renewal date you should provide us with up to date figures to enable your premium to be re-calculated.

If you **have** provided revised figures the premium required has been calculated using those figures.

---

**ENDORSEMENTS**

The Policy is subject to the endorsements shown below:

**Corporate Manslaughter and Corporate Homicide Act 2007**

This policy extends to indemnify the Insured in respect of legal costs and expenses incurred with the Insurer's prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the business.

Provided always that:

- a) the Insurer's liability under this extension shall not exceed £5,000,000 in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the Insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) the Insured shall give to the Insurer immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the Insurer shall be under no liability:
  - i) where the Insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder



Policy Number	Date Issued	Continuation
054/CCO2/AY632773/1	28.04.2011	Page 8

- i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
- g) where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the Insurer's liability payable under this extension.

### TERRORISM LIMITATION CLAUSE - T992

The limit of liability payable under this Policy in respect of any claim against or by the Insured or series of claims against or by the Insured arising directly or indirectly from terrorism shall be £5,000,000.

For the purposes of this Section "terrorism" means:

1. any act, or preparation in respect of action, or threat of action designed to influence the government de lure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - (i) involves violence against one or more persons; or
  - (ii) involves damage to property; or
  - (iii) endangers life other than that of the person committing the action; or
  - (iv) creates a risk to health or safety of the public or a section of the public; or
  - (v) is designed to interfere with or to disrupt an electronic system
2. any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described in 1. above.

In any action or suit or other proceedings where the Insurers allege that by reason of this LIMITATION CLAUSE cover is not provided under this Policy, the burden of proving that cover is provided under this Policy shall be upon the Insured.

### Trade Endorsement - excluding any work involving excavation of 0189

more than 1 metre

This Policy does not indemnify the Insured in respect of any claim arising in connection with work involving excavation of more than 1 metre.

### Limit of Liability Clause 4539

The limit of liability payable under this Policy shall be £10,000,000 in respect of any one claim against or by the Insured or series of claims against or by the Insured arising out of one cause.

The limit of liability shall be inclusive of:-

- i) all legal costs and other expenses incurred by any claimant or claimants
- ii) all legal costs and other expenses incurred in defending any claim or claims.

Where the Insurers agree to indemnify more than one party then nothing in this Policy shall increase the liability of the Insurers to pay any amount in respect of one claim or series of claims in excess of the amount stated as the limit of liability.



### **Certificate of Employers' Liability Insurance(a)**

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the Regulations), a copy of this certificate must be displayed at all places where you employ persons covered by the policy or an electronic copy of the certificate must be retained and be reasonably accessible to each employee to whom it relates).

Policy No	054/CCO2/AY632773/1
1 Name of policy holder	Wilby Tree Surgeons Limited
2. Date of commencement of insurance policy	14.04.2011
3. Date of expiry of insurance policy	13.04.2012

We hereby certify that subject to paragraph 2:

- 1.** 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 **(b)**
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

Signed on behalf of Zurich Insurance plc (Authorised Insurer).

Stephen Lewis  
Chief Executive Officer, Zurich  
Insurance plc (UK Branch)

Signature

**URICH****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, 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.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraph 2(a) or 2(b) does not apply.  
Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

Zurich Insurance plc  
A public limited company  
incorporated in Ireland  
Registration No.13460  
Registered Office: Zurich House,  
Ballsbridge Park, Dublin 4, Ireland  
UK branch registered in England  
and Wales Registration No. BR7985  
UK Branch Head Office:  
The Zurich Centre, 3000 Parkway,  
Whiteley, Fareham,  
Hampshire PO15 7JZ

Authorised by the Irish Financial  
Regulator and subject to limited  
regulation by the Financial Services  
Authority, Details about the extent  
of our regulation by the Financial  
Services Authority are available  
from us on request