

Policy Number 0571CCO2/CY63277412  
Date 28.04.2011  
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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  
Ecton  
Northampton NN6 OQT

Period of Insurance From 14.04.2011 to 13.04.2012

Renewal Date 14.04.2012

Renewal Premium £1,787.32  
Premium Tax 1107.24  
Amount Due 11,894.56

Policy Form Reference ZCL/1

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Unless you have already supplied us with revised wages and turnover figures (as appropriate) the premium for renewal of your Public/Products Liability cover has been revised to reflect variations in the **Average Wages and Salaries and Producer Price Indices** since last renewal date.

If there have been any changes in your wages payments and/or turnover 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.

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**TABLE OF COVER**

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<b>Section</b>	<b>Description</b>	<b>Limits of Indemnity</b>
I	Public Liability	£10,000,000
I	Products Liability	£10,000,000

The liability of the Insurers for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed £10,000,000 in the aggregate. Provided always that the total liability of the Insurers to pay compensation shall not exceed the Limit(s) of Indemnity under Sections I and II of the Policy.

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**ENDORSEMENTS**

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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 Channel Islands or the Isle of Man 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 or the Limit of Indemnity stated in the schedule whichever is the lesser. This limit will form part of and not be in addition to the Limit of Indemnity stated in the schedule
- b) this Extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

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**Public And Products Liability Policy****Renewal Schedule**

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- 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:
  - j) 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:
    - 1) 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
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) 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,

**Date Related Performance and Functionality 0151****GENERAL EXCLUSION**

This Policy does not cover any:-

- (i) loss destruction or damage
- (ii) consequential loss additional expenditure or extra expenses
- (iii) legal liability
- (iv) other fees costs disbursements awards or other expenses

of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from

- (a) the way in which any DATA PROCESSING SYSTEM responds to or deals with or fails to respond to or fails to deal with any true calendar date



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<b>Public And Products Liability Policy</b>	<b>Renewal Schedule</b>
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(b) any DATA PROCESSING SYSTEM responding to or dealing in any way with

- (i) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
- (ii) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such DATA PROCESSING SYSTEM is the property of the Insured or not and whether operating before during or after the Year 2000.

**DEFINITION For the purposes of this Endorsement, the following special meaning shall apply:-**

"DATA PROCESSING SYSTEM" shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

**SUBJECT OTHERWISE TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE POLICY.**

**Burning of Debris Condition 0189**

It is a condition precedent to the liability of the Insurers under this Policy that the following precautions are complied with on each occasion of the burning of waste material of any description:

- a) No fire shall be lit within 9 metres of any building or structure, or any material which is combustible, or susceptible to damage by heat or smoke
- b) an adequate and appropriate portable fire extinguisher, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
- c) A person must be appointed by the Insured to act as an observer to watch for signs of smoke or smouldering or flames
- d) A fire safety check of the working area must be made approximately 60 minutes after the completion of the burning and immediate steps taken to extinguish any smouldering or flames discovered.

**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.

**Amendment of Excess Amount 5700**

Exclusion 6 to Section 1 of this Policy is amended to read as follows:

- 6. the first £500 of compensation payable for loss of or damage to material property in respect of any one occurrence or all occurrences of a series arising out of any one original cause.

**PROVIDED ALWAYS THAT** the Insured shall indemnify the Insurers in respect of

any such amount for which the Insurers have made a payment.

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**Exclusion of Asbestos 5730**

The indemnity granted by this Policy shall not apply to or include:

any liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives.

**Public Liability Endorsement**  
**Environmental Clean Up Costs**

**This** policy extends to indemnify the Insured in respect of all sums including statutory debts that the Insured is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the Insurer's liability under this extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the Insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the Insurer shall be under no liability:
  - i) in respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
  - ii) for damage connected with pre-existing contaminated property
  - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
  - vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns

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**Public And Products Liability Policy**

**Renewal Schedule**

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- viii) in respect of costs for the reinstatement or reintroduction of flora or fauna.
- ix) for damage caused deliberately or intentionally by the Insured or where they have knowingly deviated from environmental protection rulings or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible,
- x) in respect of fines or penalties of any kind
- xi) for damage caused by the ownership or operation on behalf of the Insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) for damage which is covered by a more specific insurance policy
- xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
- xiv) for damage caused by disease in animals belonging to or kept or sold by the Insured.

For the purposes of this extension the following definitions shall apply:

1 Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

2 Remediation

Remedying the effects of pollution or contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

3 Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

4 Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or personal injury directly or indirectly caused by such pollution or contamination.