

Contractors' All Risks Insurance

SCHEDULE TO THE POLICY

Insurance Broker

Trust Insurance Services Ltd

Policy Number

B1141C12M3865/15898M

Name and Address of the Assured

Golygfa Gwydyr Cyf, Golygfa Gwydyr, Plough Street, Llanrwst, Conwy, LL26 0AG

Business of the Assured

Forestry, Stump Grinding and Landscaping but excluding Railway Clearance & Power-line Clearance
(and no other for the purpose of this policy)

Period of Insurance

From **18th February 2015** to **17th February 2016** both dates inclusive

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
(unless otherwise agreed)

Property Insured: **Tree Surgery Equipment**

ITEM NO.	DESCRIPTION	SUMS INSURED
1)	Construction plant tools machinery and equipment but excluding property as described in any other item	GBP 24,800.00 (Indemnity) subject to an inner limit of £1,000,000 any one occurrence GBP 9,677.00 (New For Old) subject to an inner limit of £1,000,000 any one occurrence
2)	Property as described in item No. 1 hired by the Assured (but not on free loan unless otherwise agreed)	GBP Nil any one occurrence

The Excess

The first **GBP 500** each and every loss

Premium

Deposit	£845.39
Minimum	£845.39
Insurance Premium Tax	£50.72

The premium is subject to adjustment in accordance with General Condition 1

It is understood and agreed that Underwriters liability shall not exceed the limits of liability expressed in the Schedule or such other limits of liability as may be substituted by memorandum hereon or attached hereto signed by or on behalf of Underwriters

SEVERAL LIABILITY NOTICE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown below.

IN WITNESS WHEREOF this Policy has been signed as follows:

100% - HCC International Insurance Company PLC ("the Underwriters")

Please notify the Underwriters or your Insurance Broker immediately of any amendments required to the coverage provided by this Policy giving full details

Signed in London this



day of **18th February 2015**

All Risks Insurance

POLICY WORDING

OPERATIVE CLAUSE

The Underwriters will indemnify the Assured as stated in the Schedule by payment or at Underwriters option reinstatement or repair in respect of physical loss or physical damage arising from any cause not otherwise excluded and occurring anywhere within the Territorial Limits during the Period of Insurance to property which is being used or is intended for use in connection with the works on any contract site which is the subject of this Policy Such property shall include

Contractors' plant tools and equipment and/or other items of a like nature and materials and/or any other property of whatsoever nature used or intended for use in connection with any contract works being undertaken by the Assured and insured under this Policy all being the property of the Assured or hired by the Assured under the Contractors Plant Association conditions or conditions no more onerous including transit by road, rail or inland waterways

TERRITORIAL LIMITS

Shall mean Great Britain Northern Ireland the Channel Islands and the Isle of Man

EXCLUSIONS

No indemnity is provided in respect of

1. consequential loss, loss of use penalties for delay or non-completion or liquidated damages
2. loss of or damage to
 - a) aircraft aero spatial devices or hovercraft
 - b) waterborne craft or vessels other than safety boats non-self propelled craft or other craft up to 20 feet in length on or about the contract site
3. loss of or damage to mechanically propelled vehicles other than
 - a) vehicles designed primarily to operate as tools of trade (which shall be deemed to include any plant primarily designed to operate on or about a contract site)
 - b) other vehicles brought on to a site for use only on such site
4. all costs rendered necessary by defects of material workmanship design plan or specification and should damage occur to any portion of the Insured property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Insured property had been put in hand immediately prior to the said damage for the purposes of this Policy and not merely this Exclusion the property insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the property insured or any part thereof
5. the cost of making good
 - a) mechanical or electrical breakdown or derangement
 - b) wear tear gradual deteriorationbut this Exclusion shall be limited to the parts immediately affected and shall not apply to accidental loss or damage arising in consequence thereof
6. the cost of making good any form of corrosion erosion rust oxidation mildew howsoever the same may arise
7. loss of or damage to cash notes postal and/or money orders cheques stamps or negotiable instruments of whatsoever nature or other securities for money
8. any loss of property either by disappearance or by shortage if such disappearances or shortage is only revealed when a routine inventory is made or is not traceable to an individual event or occurrence
9. destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
10. loss or damage arising for which the Assured is relieved of responsibility under the terms of any contract
11. the cost of normal upkeep or normal making good
12. loss or damage which under the terms or conditions of the contract is the responsibility of the Employer unless the Assured has agreed under the terms or conditions of the said contract to accept responsibility to indemnify or to arrange insurance on the Employer's behalf in respect of such liability loss or damage
13. loss or damage caused by the wilful act or wilful negligence of the Assured
14. loss or damage arising from transits by sea or air except for roll on roll off ferries
15. loss or damage caused by contamination of asbestos or asbestos dust
16. Theft
 1. from unattended vehicles away from any contract site unless
 - a) in respect of items carried inside any such vehicle or contained within vehicle storage boxes
 1. the vehicle is secured by all factory fitted locks and alarm/immobiliser (where fitted) and
 2. any externally mounted vehicle storage boxes are locked and
 3. the keys have been removed from the vehicle

or the vehicle is garaged in a locked building or parked in a secure compound

- b) in respect of items carried upon or attached to any such vehicle
 - 1. the vehicle is garaged in a locked building or parked in a secure compound or
 - 2. the vehicle is in transit other than where parked overnight and the keys have been removed from the vehicle
- 2. of forestry plant and equipment when not in use unless
 - a) the item is secured by all factory fitted locks and alarm/immobiliser (where fitted) and
 - b) the keys have been removed from the item
- 3. Theft from any unsecure location when not in use irrespective of whether the items are in on or attached to a vehicle. An unsecure location shall be deemed to include driveways public or private roads or any other unsecure location

17. loss or damage to any contract or plant or equipment or materials within the High Radio Active Zone (HRZ) of any nuclear installation

GENERAL EXCLUSIONS

1. NUCLEAR EXCLUSION CLAUSE

No indemnity is provided

(a) for loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

(b) against any liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission or fusion or like reaction or radioactive force or matter

2. WAR EXCLUSION CLAUSE

No indemnity is provided in respect of loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power confiscation nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

3. TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto unless an endorsement is issued that expressly overrides the provisions contained herein the Policy does not provide indemnity

(a) for loss destruction of or damage to any property whatsoever or any loss or cost or expense of whatsoever nature resulting or arising there from or any consequential loss

(b) against any legal liability of whatsoever nature

directly or indirectly caused by resulting from or contributed to by or arising from or in connection with

- i) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- ii) any action taken in controlling preventing suppressing or in any way relating to any act of terrorism

For the purpose of this clause an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

If the Underwriters allege that by reason of this exclusion any loss liability damage cost or expense or consequential loss is not covered by this Policy the burden of proving the contrary shall be upon the Assured

4. ELECTRONIC RISK EXCLUSION

Notwithstanding anything that appears to the contrary in this Policy and subject always to the terms exceptions and conditions of this Policy this Policy does not cover

a) any damage to data which shall include but shall not be limited to

- i) loss destruction or corruption of data whether in whole or in part
- ii) unauthorised appropriation use access to or modification of data
- iii) unauthorised transmission of data to any third parties
- iv) damage arising out of any misinterpretation use or misuse of data
- v) damage arising out of any operator error in respect of data

b) any damage to the property insured arising directly or indirectly from

- i) the transmission or impact of any Virus
- ii) unauthorised access to a System
- iii) interruption of or interference with electronic means of communication used in the conduct of the Assured's business including but not limited to any diminution in the performance of any website or electronic means of communication
- iv) failure of a System

v) any of the matters described in paragraph (a) above

but this shall not exclude damage to the property insured caused by fire lightning explosion earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion except in Northern Ireland strikers locked-out workers persons taking part in labour disturbances storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal accidental escape of water from any automatic sprinkler installation subsidence ground heave or landslip provided that such damage does not arise by reason of any malicious act or omission or theft

Definitions for Electronic Risk Exclusion

Damage means for the purpose of this exclusion accidental loss or destruction of or damage to the property insured and any accidental loss or destruction or damage to data

Data means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware Failure of a System means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Assured to operate at any time as desired as specified or as required in the circumstances of the Assured's business

System includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Microchip a unit of packaged computer circuitry manufacture in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

Virus programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self replication or not

5. WET WORK AND TUNNELS

Unless specifically agreed this Policy excludes any contracts involving work in on over or adjacent to tidal waters tunnels (but not cut and cover) galleries with an estimated contract value greater than GBP 25,000

MEMORANDA TO THE POLICY

1. NEW ACTIVITIES AND/OR SUBSIDIARIES

This Policy will automatically include new activities and/or subsidiaries of the Assured provided always that Underwriters herein shall receive notification within 30 days of the new or intended activity and/or subsidiary company and subject to terms and conditions as the Underwriters may require

2. GENERAL INTEREST

This Policy duly notes the interest of any Bank Finance Company Building Society and any other institution or concern that have a financial interest in the property insured by this Policy

3. OCCURRENCE

The word "occurrence" shall mean all individual losses arising out of and directly occasioned by one event However the duration and extent to any "occurrence" so defined shall be limited to

72 consecutive hours as regards hurricane typhoon windstorm rainstorm hailstorm and/or tornado

72 consecutive hours as regards earthquake seaquake tidal wave and/or volcanic eruption

4. PRINCIPALS CLAUSE

Where the Assured so requests the Underwriters agree to indemnify any Principal of the Assured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured Such Principal shall be subject to and comply with the terms and conditions of the Policy and this clause shall in no way operate to increase the Sums Insured as stated in the Schedule

5. EXCESS

Where an excess is stated in the Schedule the Assured shall be responsible for the first amount so specified

6. EXPEDITING EXPENSES

In the event of loss of or damage to Item 3 of the property insured the cost of repair reinstatement or replacement admitted under this Policy shall subject to the consent of the Underwriters include the additional costs of overtime weekend shift working plant hire charges express delivery (including air freight) necessarily and reasonably incurred in expediting repair reinstatement or replacement of such loss or damage (but excluding any such costs to expedite the completion of any construction erection or installation of property not lost or damaged) provided that the liability of the Underwriters shall not exceed GBP 50,000 in respect of each and every loss or series of losses arising out of one originating cause

7. CONTINUING HIRE CHARGES

Cover under this Policy is extended to indemnify the Assured in respect of their legal liability for the payment of hiring charges in respect of plant hired in by the Assured under Contractors Plant Association and/or British Crane Hire Corporation Conditions of Hire or conditions imposing similar liability whilst such plant is out of use following loss or damage for which an indemnity is provided by this Policy (or which would be provided thereunder but for the application of an Excess Clause)

The Underwriters will not be liable under this extension for

a) liability for a period longer than three months or GBP 50,000 whichever is the least

b) the first 7 days such plant is out of use

8. NEGLIGENCE BREAKDOWN

The Underwriters will indemnify the Assured in respect of liability assumed under Clause 9(d) of the Model Conditions for the Hiring of Plant of the Construction Plant-Hire Association or any similar liability assumed under the Scottish Plant Owners Association Conditions or other Conditions no more onerous than these

9. IMMOBILISED PLANT

In the event of constructional plant and/or equipment becoming unintentionally immobilised in any physical situation in or about the site of an insured contract the necessarily incurred cost of recovery and/or withdrawal shall be "damage" within the meaning of this Policy

Always provided that the total liability in respect of the actual damage and the recovery cost shall not exceed the total value of the item at the time of the damage

No indemnity shall be provided hereon in respect of the cost of recovery and/or withdrawal following electrical or mechanical breakdown or derangement where such is the sole reason for the recovery and/or withdrawal

10. INCREASE

If during the Period of Insurance the actual reinstatement value of the property insured shall be in excess of the sum insured stated in the Schedule then the sum insured shall be deemed to be increased by the amount of such excess but not exceeding in all 125% of the sum insured stated in the Schedule

GENERAL CONDITIONS ATTACHING TO THIS POLICY

1. ADJUSTMENT OF PREMIUM

If any of the Premium for this Policy has been calculated on estimates furnished by the Assured the Assured shall keep accurate records containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such records The Assured shall within three months from the expiry of each Period of Insurance furnish such particulars to the Underwriters and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Assured as the case may be subject to any minimum premium required The Underwriters reserve the right to request that the Assured supplies an auditors statement with such calculations that are the subject of adjustment under this Policy attesting to the accuracy thereof Such calculations shall include all remuneration paid to employees and all payments made to self-employed persons or employees of labour only sub-contractors for whom liability is assumed or on such other basis as may be agreed

2. CLAIMS PROCEDURE

On the happening of an event which could result in a claim the Assured shall

- a) Make no admission of liability or promise without the Underwriters written consent
- b) Notify the Police immediately in respect of plant or equipment of any loss or damage by theft riot arson or wilful or malicious damage
- c) Notify the Underwriters or your Insurance Broker in writing immediately
- d) Notify The National Plant & Equipment Register Bath & West Buildings Lower Bristol Road Bath BA2 3EG Tel No: 01225464599 in respect of theft of any plant or equipment

It is a condition precedent to liability that the Assured shall give written notice to the Underwriters as soon as reasonably practicable of any incident that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require Every claim writ summons or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received

In the event of any occurrence giving rise to loss or damage insured under this Policy the Assured shall take such immediate action as is necessary to minimise the loss and in the case of property which has been lost stolen or wilfully or maliciously damaged the Assured shall give immediate notice to the Police and take all practicable steps to recover property lost and to discover the person or persons responsible for such loss or damage

No admission offer promise or payment shall be made or given by or on behalf of the Assured without written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Assured the defence or settlement of any claim or to prosecute in the name of the Assured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require

If the Assured shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Underwriters

For the safety of the property insured and to prevent loss or damage in the event of an occurrence giving rise or which may give rise to a claim under this Policy the Assured shall at his own expense take such immediate action as is necessary to minimise any loss and prevent repetition

3. ALTERATIONS IN RISK

It is a condition precedent to liability that the Assured is required to notify the Underwriters as soon as reasonably practicable of all material facts or alterations in the risk which come to his knowledge or arise during the currency of this Policy and the Underwriters reserve the right to amend the terms and conditions of the Policy

4. OTHER INSURANCE

If any claim covered by this Policy is also covered in whole or in part by any other insurance the liability of the Underwriters shall apply excess of and not as contributory with such other insurance

5. CANCELLATION CLAUSE

Underwriters may cancel this Policy by sending thirty days' written notice to the Assured's last known address whereupon the Assured shall become entitled to a refund of a proportionate part of the premium

6. DISPUTES CLAUSE

Any dispute concerning the interpretation of the terms Conditions Limitations or Exclusions contained herein is understood and agreed by both the Assured and the Underwriters to be subject to the laws of England and Wales Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction All matters arising hereunder shall be determined in accordance with the law and practice of such court

7. PRECAUTIONS

The Assured shall take all reasonable precautions or steps

- a) to observe and comply with all Statutory or local authority laws obligations and requirements
- b) In the selection of employees or sub-contractors
- c) to see that construction plant equipment and machinery are substantial and sound and in proper order and fit for the purposes for which they are used

8. TEMPORARY PRECAUTIONS

If any defect in the Contract Works or construction plant equipment and machinery shall be discovered the Assured shall until such defect has been made good cause temporary precautions to be taken as the circumstances may require

The Assured shall at all times take all reasonable precautions to prevent accidents injury loss or damage

9. SUBROGATION

Any claimant under this Policy shall at the request and at the expense of the Underwriters do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Underwriters for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Underwriters shall be or would become entitled or subrogated upon its paying for or making good any damage insured by this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Underwriters

10. AUTOMATIC REINSTATEMENT

In consideration of the Sums Insured not being reduced by the amount of any loss or damage the Assured shall pay the appropriate additional premium calculated at pro rata of the applicable rate on the amount of the loss or damage from the date thereof to the expiry of the Period of Insurance such additional premium to be disregarded for the purposes of adjustment in accordance with General Condition 1

11. PROPOSAL FORM

The Proposal Form or other information provided by the insured or broke forms an integral part of the Policy and any false or misleading statement(s) will void the Policy

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act

COMPLAINTS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact

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Walsingham House
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London
EC3N 4AH*

In the event that we are unable to resolve your complaint it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.