









Camberford
Underwriting

Arboricultural Contractors
Insurance

Schedule

Reason for Issuance: New Business

Cover Overview

Policy Number	B105324ARB170452		
Period of Insurance	From: Tuesday 9th of January 2024 Until: Wednesday 8th of January 2025 Both days inclusive at the local standard time of the insured		
The Insured	Ethan Joseph Trading As EJ Tree Surgery		
Business (of The Insured)	Tree Surgery		
Address of The Insured	11 Roseacre Newcastle-under-Lyme Staffordshire ST52LS		
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

Privacy Policy:

Hiscox Underwriting Limited collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

Claims Information:

Commercial property and Contract works:

T: 0800 711 7156 (9.00am – 5:30pm Monday to Friday)

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.

Our out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

Commercial liability, Professional indemnity and Directors' and officers:

T: 0800 711 7156 ((9.00am – 5:30pm Monday to Friday)

E: liability.claims@hiscox.com

If you are unsure of who to contact please call our team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday. They will ensure you get through to the correct claims team and let you know what actions you need to take.

If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>.

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy documents for details of its terms in full.

Complaints Contact:

Hiscox aims to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing you with the highest standard of service. If you have any concerns about your policy or you are dissatisfied about the handling of a claim and wish to complain you should, in the first instance, contact Hiscox Customer Relations in writing at: Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York YO1 7PR, United Kingdom
or by telephone on +44 (0)800 116 4627
or +44 (0)1904 681 198
or by email at customer.relations@hiscox.com.

Where you are not satisfied with the final response from Hiscox, you also have the right to refer your complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

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Privacy Policy:

<https://www.arag.co.uk/cookie-policy/>

Complaints Contact:

You can contact our Customer Relations Department directly, using any of the following methods: 0117 917 1561 (hours of operation are 9am - 5pm, Monday to Friday excluding bank holidays). For our mutual protection and training purposes, calls may be recorded. Email: customerrelations@arag.co.uk. Address: Customer Relations, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Compliance Information:

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the insurer SCOR UK Company Limited ("SCOR"). SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

**Risk Address
(The Premises)****Premises 1**

Address Line 1: 11 Roseacre

Address Line 2:

Town / City: Newcastle-under-Lyme

County: Staffordshire

Postcode: ST52LS

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: Contract Works	Item	Description	Limit of Liability
	Item 1	Contract Works	£0.00
	Item 2	Employees Personal Tools and Effects	£0.00
	Item 4(a)	Hired In Plant	£0.00
	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

Section 2	Item	Description	Limit of Liability
	Item 3	Owned Plant	£23,500.00

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

Sub Section 3A: Employers' Liability	Description	Limit of Liability
	Any one occurrence, inclusive of all costs and expenses	£10,000,000.00

Sub Section 3B: Public Liability	Description	Limit of Liability
	Any one occurrence	£5,000,000.00

Sub Section 3C: Products Liability	Description	Limit of Liability
	Any one occurrence and in the aggregate in the period of insurance	£5,000,000.00

Sub Section 6A: Employment	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6B: Employment Compensation Awards	Description	Limit of Liability
	Per Claim (subject to an aggregate limit of £1,000,000 per annum)	£100,000.00
Sub Section 6C: Employment Restrictive Covenants	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6D: Tax Disputes	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6E: Property	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6F: Legal Defence	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6G: Compliance and Regulation	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6H: Statutory License Appeals	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6I: Loss of Earnings	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6J: Personal Injury	Description	Limit of Liability
	Per Claim	£100,000.00
Sub Section 6K: Executive Suite	Description	Limit of Liability
	Per Claim	£100,000.00

Sub Section 6L: Crisis Communication	Description	Limit of Liability
	Per Claim	£10,000.00

Sub Section 6M: Contract and Debt Recovery	Description	Limit of Liability
	Per Claim	£100,000.00

Helplines and On-Line Legal Service:	Arag on-line Legal Services: www.arag.co.uk/docs Voucher Code: X123KC79BB5 Legal and Tax Advice Helpline: 0344 571 7978 Crisis Communication Helpline: 0344 571 7964 Counselling Assistance Helpline: 0333 000 2082 Executive Suite – Identity Theft Resolution: 0333 000 2083
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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.each claim)

Excess and Retention

Section 3: Legal Liability

Description	Excess
Public & Products Liability Section	£500.00 (each and every third party property damage claim)

Endorsements

Endorsements are additional terms incorporated into this policy.

Endorsements

Section 2: Contract Works

Code	Title	Endorsement	Applicable to
ZCAR01	Plant Operation and Maintenance	It is a condition precedent to our liability in respect of Section 2 (Contract Works) that all plant and equipment is operated and maintained in accordance with manufacturer recommendations.	Whole Section
HXCAR05	Series Defects Condition Amendment	<p>Section 2 (Contract Works) Condition Precedent 2 (Series Defects Condition Precedent) is amended to:</p> <p>Series Defects Condition Precedent If the development or discovery of a defect in any part of the property insured by Item 1 (Contract Works) indicates or suggests that similar defects exist in other parts of the said property, you must, as soon as practicably possible, investigate and, if necessary, rectify the defects in such other parts at your own expense.</p>	Whole Section
TSXL006	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> <p>Item value: Excess Over £10,000 and equal to or below £15,000 £1,000 each claim Over £15,000 and equal to or below £20,000 £1,500 each claim Over £20,000 £2,000 each claim</p>	Whole Section

The following applies to the **Policy Definitions** section of the Policy.

Policy Definitions, Computer and electronic equipment is amended to read as follows:

Computer and electronic equipment

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Policy Definitions, Cyber incident is amended to read as follows:

Cyber incident

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer and electronic equipment**, including but not limited to any:

- a. **programs** designed to damage, disrupt, extract **data** from, or gain access to any **data** or **computer and electronic equipment** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or **viruses**; or
- b. **denial of service attack** or distributed denial of service attack.

The following are added to **Policy Definitions**:

Computer and electronic equipment error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer and electronic equipment**.

Hacker

Anyone, including an **employee of yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer and electronic equipment**; or
2. data held electronically by **you** or on **your** behalf.

Program(s)

A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

GENERAL EXCLUSIONS, 4. is deleted.

The following applies to **SECTION 2 – CONTRACT WORKS** of the Policy.

The following is added to **SECTION 2 EXCLUSIONS**:

We will not cover under this Sub-Section any damage to, or any loss, cost or expense arising in respect of any item of **computer and electronic equipment** which is directly caused by:

1. a **cyber incident** or fear or threat of a **cyber incident**;
2. a **hacker** or fear or threat of a **hacker**; or
3. its digital connectivity to any other item of **computer and electronic equipment** which has been directly affected by the **cyber incident** or **hacker**.

We will however cover any other damage, loss, cost or expense insured under this Section which is caused by the **cyber incident** or **hacker**.

We will not cover any damage, loss, cost or expense under this Section directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer and electronic equipment error**.

We will not cover any loss or damage under this Section due to **your** parting with title or possession of property or rights to property prior to receiving payment in full.

Code	Title	Endorsement	Applicable to
HXSCYB1	Removal Of Cover: Cyber Claims and Losses (Section 3 – Legal Liability)	<p>The following applies to the Policy Definitions section of the Policy.</p> <p>Policy Definitions, Computer and electronic equipment is amended to read as follows:</p> <p>Computer and electronic equipment Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p> <p>Policy Definitions, Cyber incident is amended to read as follows:</p> <p>Cyber incident Any digital attack or interference, whether by a hacker or otherwise, designed to:</p> <ol style="list-style-type: none"> 1. gain access to; 2. extract information from; 3. disrupt access to or the operation of; or 4. cause damage to, <p>any data or computer and electronic equipment, including but not limited to any:</p> <ol style="list-style-type: none"> a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer and electronic equipment including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or b. denial of service attack or distributed denial of service attack. <p>The following are added to Policy Definitions:</p> <p>Computer and electronic equipment error Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none"> 1. creation, handling, entry, modification or maintenance of; or 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, <p>any computer and electronic equipment.</p> <p>Hacker Anyone, including an employee of yours, who gains unauthorised access to or unauthorised use of any:</p> <ol style="list-style-type: none"> 1. computer and electronic equipment; or 2. data held electronically by you or on your behalf. <p>Program(s) A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.</p> <p>Personal data Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.</p> <p>Social engineering communication Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.</p> <p>GENERAL EXCLUSIONS, 4. is deleted.</p> <p>The following applies to SUB-SECTION 3A – EMPLOYERS' LIABILITY, Cover:</p> <p>We will insure you in respect of any claim that is otherwise covered under this Sub-Section, where such claim arises from a cyber incident, hack or other computer or cyber-related incident.</p> <p>SUB-SECTION 3B - PUBLIC LIABILITY – Extensions 7. Data Protection is deleted.</p> <p>The following are added to SECTION 3 EXCLUSIONS: We will not insure you against liability for any claim or part of a claim or loss directly or indirectly due to any</p> <ol style="list-style-type: none"> a. cyber incident; b. hacker; c. social engineering communication; d. any fear or threat of a. to c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to (a) to (d) above. <p>However, this exclusion does not apply to any claim for any injury or loss of or damage to property made against you by</p>	Whole Section

a client which arises directly out of **your** negligent act, error or omission in the provision of maintenance or security services where these fall within **your** performance of **the business** for that client.

We will not insure you against liability for any claim or part of a claim or loss directly or indirectly due to any **computer and electronic equipment error**.

However, this exclusion does not apply to any claim for any **injury** or loss of or damage to **property** made against **you** by a client which arises directly out of **your** negligent act, error or omission affecting **your** client's **computer and electronic equipment**, in **your** performance of **the business** for that client.

SECL11	Environmental Clean Up Costs	<p>1. For the purpose of this extension, the following definitions apply:</p> <p>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.</p> <p>Enforcing authority Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.</p> <p>Pollution or Contamination (a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere; and (b) loss or damage or injury directly or indirectly caused by such pollution or contamination.</p> <p>Remediation Remediating the effects of pollution or contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.</p> <p>2. We will insure you under Sub-Sections 3B (Public Liability) and 3C (Products Liability) in respect of all sums including statutory debts that you are 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.</p> <p>We will only provide this Extension if:</p> <p>(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 or contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place</p> <p>(b) immediate loss prevention or salvage action is taken and the appropriate authorities are notified.</p> <p>Extension Limit Of Liability The most we will pay under this Extension is £1,000,000 inclusive of all costs and expenses for any one occurrence and in the aggregate in any one period of insurance.</p> <p>This limit will form part of and not be in addition to the Limit Of Liability stated in the schedule in respect of Sub-Section 3B (Public Liability) or 3C (Products Liability), whichever is pertinent to the claim.</p> <p>Extension Exclusions We will not insure you:</p> <p>(a) in respect of clean up costs for damage to your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control</p> <p>(b) for damage connected with pre-existing contaminated property</p> <p>(c) for damage caused by a succession of several events where such individual event would not warrant immediate action</p> <p>(d) in respect of removal of any risk of an adverse effect on human health on your land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in your care, custody or control</p> <p>(e) 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</p> <p>(f) 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</p> <p>(g) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns</p> <p>(h) in respect of costs for the reinstatement or reintroduction of flora or fauna</p> <p>(i) for damage caused deliberately or intentionally by you or where you have knowingly deviated from environmental protection rulings or where you have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which you are responsible</p> <p>(j) in respect of fines or penalties of any kind</p> <p>(k) for damage caused by the ownership or operation on behalf of you 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</p> <p>(l) for damage which is covered by a more specific insurance policy</p> <p>(m) 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</p> <p>(n) for damage caused by disease in animals belonging to or kept or sold by you.</p>	Whole Section
FL21	Depth Limit Exclusion (Depth Exceeding 2 Metres)	<p>We will not insure you against liability arising from excavation work carried out at depths exceeding two (2) metres.</p>	Whole Section

FLTSSEW	Suitable Employee Condition	<p>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;</p> <ul style="list-style-type: none"> 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. <p>It is a further precedent to our liability that in respect of work involving rope and harness a groundsman qualified in aerial rescue is present at all times.</p>	Whole Section
TSXL005	Japanese Knotweed Exclusion	<p>We will not insure you under the Legal Liability Section of this Policy in respect of liability arising out of, or in connection with, or otherwise attributable to Japanese Knotweed.</p>	Whole Section

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE



CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(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)

Policy number	B105324ARB170452
1. Name of policyholder	Ethan Joseph Trading As EJ Tree Surgery
2. Date of commencement of insurance policy	09/01/2024
3. Date of expiry of insurance policy	08/01/2025
	Both days inclusive

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, the Island of Alderney (b); and
- 2 the minimum amount of cover provided by this policy is no less than £5 million (c).

Signed on behalf of Hiscox Insurance Company Ltd

Ben Horton
CUO, Hiscox Underwriting Ltd

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 paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

About the insurer

Insurer	Hiscox Insurance Company Limited
Registered address	22 Bishopsgate, London, EC2N 4BQ United Kingdom
Company registration	Registered in England number 00070234
Status	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Arboricultural Contractors Insurance Scheme

VERIFICATION LETTER

Date: Wednesday 10th of January 2024
Policyholder: Ethan Joseph Trading As EJ Tree Surgery
Business Description: Tree Surgery
Policy Number: B105324ARB170452
Period of Insurance **Start Date:** 09/01/2024
End Date: 08/01/2025

COVER	Limit of Indemnity / Sum insured	Insurer
Contract Works	Not Operative	Hiscox Underwriting Limited, a company incorporated in England and Wales (Registered number 02372789) whose registered address is 22 Bishopsgate, London. EC2N 4BQ
Employees Personal Tools & Effects	Not Operative	
Owned Plant	£23,500	
Hired in Plant	Not Operative	
Employers Liability	£10,000,000	Hiscox Underwriting Limited, a company incorporated in England and Wales (Registered number 02372789) whose registered address is 22 Bishopsgate, London. EC2N 4BQ
Public Liability	£5,000,000	
Products Liability	£5,000,000	

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

