

# CAMBERFORD LAW PLC SCHEME INSURANCE

## Arboricultural, Horticultural and Landscaping Contractors

### Enquiry Form

**Head Office**

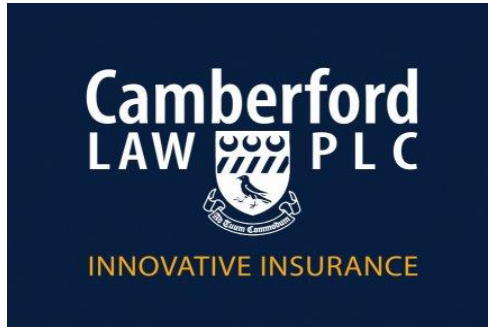
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Bromley, Kent, BR1 3RA

**Telephone**

020 8315 5000

**Fax**

020 8460 2118



**Website**

www.camberfordlaw.com

**Email**

arboriculture@camberfordlaw.com

Please note that 'You' or 'Your' in the context of this Proposal Form means the persons named as Proposer and/or any other director or partner of the named Proposer company.

Please answer all of the questions below. The answers given and any other information provided to Camberford Law PLC form the basis of the contract(s) of insurance effected.

If any material facts are not disclosed by virtue of the answers You have provided herein, You must disclose these separately to Camberford Law PLC.

A Statement of Facts will be issued based on the details provided here.  
Unless You advise us otherwise Policy Documents will be issued to You by email.

#### PART 1: CONTACT INFORMATION

1 **Name of insurance broker (if any) making this declaration of facts**

**Name of person completing this form**

2 **Postcode of Insurance Broker (if any)**

3 **Contact email address**   
**Contact Telephone Number**

#### PART 2: PROPOSERS' GENERAL DETAILS

4 **Full name of proposer(s) (including trading name)**

**PAYE References**  
(please do not answer this question if the proposer is ERN exempt or has no Employees)

| Company/Subsidiary Name | PAYE Reference |
|-------------------------|----------------|
| As Above                |                |
|                         |                |
|                         |                |

5 **Full postal (correspondence) address**

| Postal Address |  |
|----------------|--|
| Line 1         |  |
| Line 2         |  |
| Line 3         |  |
| Postcode       |  |

6 **Full Business Description**

7 **Number of Years in Business**

**PART 3: GENERAL QUESTIONS**

**8 Please read the following statements and confirm that they are true in respect of this proposal:**

Neither You nor any principal in the business has ever had a proposal declined, special conditions imposed, had a claim rejected nor had an Insurer refuse to renew a policy or cancel a policy.

Neither You nor any principal in the business has had any convictions or has any prosecution pending.

Neither You, nor any other director or partner, nor any company of which any of You has been a director, nor any partnership of which any of You have been a partner has been the subject of a County Court Judgement (or Scottish equivalent) or been declared bankrupt or insolvent or placed under administration.

There have been no formal objections or refusals of an application for any licence held or applied for by any principal, director or partner in the business and there are no circumstances known which may prejudice the continued holding of a licence.

**I confirm that all of the above statements are correct:**

Yes /  No

**9** If any of the statements above are not true in relation to this proposal, or if there is any additional information that should be disclosed, please use the box below to provide full details. Please leave the box blank otherwise.

**PART 4: EMPLOYERS, PUBLIC and PRODUCTS LIABILITY INSURANCE**

**10** Can You confirm that the following statements are true in respect of the business proposed?

Yes /  No

- i) Risk assessments undertaken at each site worked upon;
- ii) Employees are assessed for suitable Health and Safety knowledge and practice and records are kept of all training given and assessments;
- iii) Employees sign and date a document confirming that they have received and will wear personal protective equipment provided by the Proposer or that they will provide their own;
- iv) PUWER (Provision and Use of Work Equipment Regulations) are complied with;
- v) LOLER (Lifting Operations and Equipment Regulations) are complied;
- vi) Employees and subcontractors undertaking work with chainsaws, work involving utilities in arboriculture, work above ground level using rope and harness or mobile platform and work with pesticides have obtained the relevant National Proficiency Test Council (or equivalent) certification or are otherwise suitably qualified according to the Health and Safety Executive guidance;
- vii) No Employee aged under 18 is left to use power operated equipment unsupervised;
- viii) No work is undertaken outside of the UK.

**11** Is work undertaken on in or around motorways, towers, steeples, blast furnaces, chimney shafts, bridges, viaducts, docks, gas holders, dams, canals, reservoirs, wells, tunnels, airfields, airports, demolition sites, nuclear or chemical works, refineries, Oil, gas or petrol

Yes /  No

**12** Is work undertaken at a depth exceeding 3 metres?

Yes /  No

**13** Is burning of debris undertaken?

Yes /  No

**14** Is Railway work undertaken?

Red Zones  
Green Zones

Yes /  No

Yes /  No

**15** Employers and Public and Products Liability Coverage Requirements and Estimates. Please state the limits required and applicable wagheroll and turnover estimates for the next 12 months.

i) Limit of Indemnity required for Employers Liability insurance:  
(Please delete as required)

Not Insured  
£10,000,000

ii) Limit of Indemnity required for Public and Products Liability insurance:  
(Please delete as required)

Not Insured  
£1,000,000  
£2,000,000  
£5,000,000  
£10,000,000

- iii) Wageroll Estimates for the next 12 months

| Wageroll Type                        | Wageroll |
|--------------------------------------|----------|
| Clerical                             | £        |
| Landscaping Fencing Planting         | £        |
| Tree Surgery Chainsaw (Ground Level) | £        |
| Tree Surgery (Climbing)              | £        |
| Ground Level (non chainsaw)          | £        |
| Forestry Felling (Mechanised)        | £        |
| Forestry Felling (Manual)            | £        |
| Powerline Work                       | £        |
| Other (Please Describe)              |          |
|                                      | £        |

- iv) Turnover Estimates for the next 12 months

| Turnover Type                                 | Turnover |
|---|----------|
| Chainsaw Ground level (inc Grinders/Chippers) | £        |
| Climbing/Height Work                          | £        |
| Power Lines Work                              | £        |
| Timber Sales                                  | £        |
| Forestry Contracting                          | £        |
| Gardening/Landscaping/Fencing                 | £        |
| Hiring out of Plant                           | £        |
| Other (Please Describe)                       |          |
|   | £        |

## PART 5: CONTRACT WORKS AND CONTRACTORS PLANT INSURANCE

**16** Contractors All Risks Coverage Requirements Values and Estimates.

Please state the Limit of Indemnity required against the applicable category. The overall Limit of Indemnity on Tools and Plant with a single article limit under £1,500 should be declared on the basis of new for old valuations. Chippers, Chainsaws and all other plant where the single article limit exceeds £1,500 should be declared after deduction for age, wear and tear. Likewise, Harvesters and Forwarders should reflect a Limit of Indemnity which takes account of a deduction for age, wear and tear.

- i) Description of Owned Plant (if any is to be covered)

| Type of Plant   | Limit of Indemnity |
|---|--------------------|
| Tools and Plant with a single article limit under £1,500<br>(Overall Limit of Indemnity to reflect "as new" valuations as any claims settlement will be on this basis)          | £                  |
| All other Plant with a single article limit over £1,500<br>(Overall Limit of Indemnity to reflect age, wear and tear valuations as any claims settlement will be on this basis) | £                  |
| Harvesters and Forwarders<br>(Overall Limit of Indemnity to reflect age, wear and tear valuations as any claims settlement will be on this basis)                               | £                  |

- ii) Cover Required

| Section  | Sum Insured / Limit |
|--|---------------------|
| Hired In Plant (State the Any One Occurrence/Accident Limit)   | £                   |
| Hiring Charges (estimate for the next 12 months) Hired in plant cover is not available unless this information is provided | £                   |
| Continuing Hire Charges<br>Max £50,000 / Indemnity Period is 3 months (Contact us if insufficient)                         | £                   |
| Employees Tools and Effects<br>(Limited to £500 per Employee)  | £                   |
| Contract Works (State the Maximum Value of any one Contract)   | £                   |
| Maximum Contract Period is 12 months (Contact us if this is insufficient)  | £                   |
| Turnover (State estimated turnover if Contract Works cover required)   | £                   |
| Temporary Site Buildings or Accommodation  | £                   |
| Pool Re Terrorism  | Yes / No            |
| Hired Out Plant (Please state estimated annual hiring charges received)  | £                   |

- iii) Is any work undertaken outside of the UK?

Yes / No

**PART 6: PREMISES / PROPERTY INSURANCE**

**17 Risk Addresses**

Please list the full addresses of the Premises to be insured

|          | Premises 1 | Premises 2 | Premises 3 |
|----------|------------|------------|------------|
| Line 1   |            |            |            |
| Line 2   |            |            |            |
| Line 3   |            |            |            |
| Postcode |            |            |            |

**18 Construction**

Can You confirm that the following statements are all true in respect of the premises to be insured

Yes / No

- i) All premises to be insured are either
  - a) constructed of brick and/or stone walls with slate, tile, felt or concrete roof;
  - b) fully secured portakabin(s);
- ii) No flat roofed area exceeds 25% of the total roof area of any premises;

**19 Subsidence**

Can You confirm that the following statements are true?

Yes / No

- i) All Premises are free from signs of damage which may be attributable to Subsidence, Landslip or
- ii) None of the Premises are monitored or have been monitored for Subsidence, Landslip or Heave or actually incurred damage from Subsidence Landslip or Heave;
- iii) None of the Premises are in areas that are prone to Subsidence.

**20 Wet Perils**

Is any Premises in a flood plain or area that has previously flooded or unduly exposed to storm or tempest?

|            |          |
|------------|----------|
| Premises 1 | Yes / No |
| Premises 2 | Yes / No |
| Premises 3 | Yes / No |

**21 Coverage Required and Financial Information**

| Section                                | Premises 1  | Premises 2 | Premises 3 |
|--|---|------------|------------|
| 1 Premises                             | £   | £          | £          |
| 1 Loss of Rent                         | £   | £          | £          |
| Loss of Rent Indemnity period          | 12 Months / 24 Months / 36 Months                                     |            |            |
| 2 Trade Contents                       | £   | £          | £          |
| 2 Contents Extension (Europe)          |   |            |            |
| Standard                               | £   | £          | £          |
| Laptops/Mobile Phones                  | £   | £          | £          |
| 3 Business Interruption                | £   | £          | £          |
| Business Interruption Indemnity Period | 12 Months / 24 Months / 36 Months                                     |            |            |
| 3 Book Debts                           | Included at maximum of £10,000 where Business Interruption is insured |            |            |
| 4 Goods In Transit                     | £   |            |            |
| 5 Freezer Stock                        | £   | £          | £          |
| 6 Assault                              | Included where Money section is selected.                             |            |            |
| 7 Money (Safe)                         | £   | £          | £          |
| 7 Money (Transit / Premises bus hrs)   | £   | £          | £          |
| 8 Glass and Sanitary Fittings          | £   | £          | £          |

**PART 7: PROFESSIONAL INDEMNITY INSURANCE**

- 22 Can You confirm that the following statements are true? Yes / No
- i) The scope of services provided by You is as detailed in the 'Full Business Description' stated herein;
  - ii) All partners, principals, directors and consultants under a contract of service have at least 5 years experience in providing services detailed in the 'Full Business Description' stated herein;
  - iii) You do not require cover for any associated entity;
  - iv) You have not sustained a loss through the fraud or dishonesty of any person;
  - v) You are not aware of any circumstances that may lead to a claim being made against You in respect of Professional Indemnity insurance;
  - vi) You do not require cover for any activity now ceased which is different to those stated herein;
  - vii) You are not aware of any change in activity and/or structure that may occur in the next 12 months;
  - viii) Procedures are in place, such as letters of engagement, to ensure that a clients requirements are clearly identified and can be met;
  - ix) You have procedures for reviewing the work undertaken by staff and partners;
  - x) You always obtain satisfactory written references when engaging employees;
  - xi) You do not require cover for the work of any outside consultants.

23 Have You, do You, or will You undertake reports relating to mortgages or any other loan or financial agreement? Yes / No

24 Please state Your fees/income relating to last year and Your estimate for fees/Income for the next 12 months.

|           | Last 12 months | Next 12 months |
|-----------|----------------|----------------|
| UK        | £              | £              |
| Elsewhere | £              | £              |

- 25 Limit of Indemnity required (Please delete as required)
- |             |
|-------------|
| Not Insured |
| £100,000    |
| £250,000    |
| £500,000    |
| £1,000,000  |
| £1,500,000  |
| £2,000,000  |

26 Retroactive Date

*(NOTE: UK Professional Indemnity policies generally cover claims made within the period of insurance. Insurers will not consider claims occurring prior to the 'Retroactive Date' shown.)*

**PART 8: LEGAL EXPENSES INSURANCE**

This is a 'Before The Event' policy and specifically excludes events that have already taken place.

27 Do You require Legal Expenses cover? Yes / No

**PART 9: DIRECTORS AND OFFICERS LIABILITY**

This type of policy is written on a "claims made" basis. There are no days of grace for renewal negotiations under this type of policy. Cover will terminate at expiry date.

**This cover is only available if You are a Limited company.**

28 Do you require Directors and Officers Liability cover? Yes / No  
If Yes, please fill in the following:

29 Company Registration Number

Company's total consolidated turnover as shown in the latest annual report and accounts  £

Are all of the following statements true? Yes / No

- a) The Company has been established for more than 12 months
- b) The Company's activities do not involve the provision of financial products or services
- c) The Company's latest annual report and accounts shows positive net income (after tax)
- d) The Company's latest annual report and accounts shows positive shareholder funds/net worth
- e) The Company does not have any assets or subsidiaries in the USA or Canada
- f) The Company's shares are not publicly traded on any stock exchange
- g) No claim shave been made against any past or present Director or Officer of the Company or its Subsidiaries?
- h) The proposer is not aware, after enquiry, of any circumstance which may give rise to a claim

- 30 Limit Required (Please delete as required)
- |             |
|-------------|
| Not Insured |
| £100,000    |
| £250,000    |
| £500,000    |
| £1,000,000  |
| £1,500,000  |
| £2,000,000  |

**PART 10: CLAIMS**

**31 Loss Experience**

Has the Proposer or any other director or partner, or any company of which any of you have been a director, or any partnership of which any of you been a partner sustained any loss or damage or had a claim made against them during the last 5 years?

Yes / No

**Details of any loss or damage:**

| Date | Type Of Loss | Detail | Amount Paid | Amount Outstanding |
|------|--------------|--------|-------------|--------------------|
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|      |              |        |             |                    |

**PART 11: DECLARATION**

**Important Notes - Please Read Carefully**

All material facts must be disclosed. If there are material facts not disclosed in making this declaration, You must disclose them in the box below or separately to Camberford Law Plc. Failure to disclose material facts could result in the policy being invalidated. Material facts are those facts which might influence the acceptance or assessment of the proposal.

**Data Protection**

For Data Protection Act purposes the Proposer's personal data will be held and processed for insurance administration. For this purpose the information may also be passed to selected third parties including other insurers, credit reference agencies and reinsurers. By entering into this contract of insurance, the insurance advisor who arranged this contract of insurance on behalf of the Proposer has confirmed their authority to disclose the Proposer's personal data and to consent on the Proposer's behalf to the processing of that data by the Underwriters.

The Proposer has a right to access (subject to limited exceptions) and if necessary rectify the information that we hold.

Insurers pass information to the Claims and Underwriting Exchange register and the Motor Insurance Anti-Fraud and Theft Register. These registers have been established to help check the information provided and also to reduce fraudulent claims. These registers may be searched when dealing with any request for insurance. Under the conditions of the policy, all incidents must be declared whether or not they may result in a claim. The information may be passed to the registers.

**Declaration**

I/We declare that the above statements are true and complete to the best of My/Our knowledge and belief and I/We have not mis-stated or suppressed any material fact. I/We undertake to exercise all reasonable precautions for the safety of the insured property. I/We agree that this proposal together with any other information supplied by Me/Us shall form the basis of the contract between the underwriters and Me/Us. I/We agree that if any information has been given by any person other than myself/ourselves that person is my/our agent for that purpose.