



**Pest control, hygiene and facilities scheme
Schedule of cover**

This schedule together with your policy wording, any endorsements or certificates, the proposal form, broker presentation and any other information supplied shall form the basis of the contract between us and as such shall be read together as one document.

Agent name	Lycett, Browne-Swinburne & Douglass Ltd		
Certificate number	AMP10307	Contract number	CC0000100157

Effective date	1 July 2016
Reason for issue	Renewal

Period of insurance	From	To	
	1 July 2016	30 June 2017	
Premium	Premium amount	Insurance premium tax (at 9.5%)	Total amount payable
	£280.00	£26.60	£306.60

Policyholder	Mr J Ashcroft t/a Falconry UK
Address	Falconry House, 9 Simon Terrace, Williamtown, Tonypanyd, Cynon Taff, CF40 1NJ
Business	General Pest Control and bird deterrent using birds of prey including the use of rifles and shotguns. Flying & static displays using birds of prey on & off site including visitors centre, educational talks, falconry courses, hawking & hunting days. Including public handling (excluding the use of drones)
Premises (if different from above)	Not applicable

In accordance with the authorisation granted by the insurer to Cliverton, the information the policyholder has given on their proposal and any other information they have supplied and under the conditions and exclusions and any endorsements contained in the certificate, the insurer will indemnify the policyholder by payment, repair or reinstatement for any liability, loss, damage, accident or injury that happens during the period of insurance for which the policyholder has paid or agreed to pay the premium.

The insurer - all sections

The underwriters for Amlin UK Limited (registered in England No 2739220), is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

Amlin policy wording being utilised

Amlin UK Commercial Combined.

Claims

In the event of a claim under this policy, please contact Amlin on **01245 396323** who will be pleased to advise you. It will assist if you have details of your policy with you when telephoning.

Date of issue	13 June 2016
Signed	

This policy is arranged by Cliverton under authority granted by the insurers. Cliverton is a trading name of Lycett, Browne-Swinburne & Douglass Ltd (Reg. No. 706042 England) who are authorised and regulated by the Financial Conduct Authority

Sections of cover applying

1. Material damage		Not insured
2. Business interruption		Not insured
3. Money		Not insured
4. All risks		Not insured
5. Goods in transit		Not insured
6. NOT AVAILABLE		
7. Frozen foods		Not insured
8. Employers' liability	Insured	
9. Public/products liability	Insured	
10. NOT AVAILABLE		
11. Professional Indemnity		Not insured

Additional clauses/endorsements applying

Personal accident		Not insured
Fidelity Insurance		Not insured
Loss of keys		Not insured
Financial Loss		Not insured
Temporary Removal		Not insured
Misuse of telephones		Not insured
Public handling of falcons	Insured	

AMP1 - Failure to perform (efficacy)

We will indemnify **you** in respect of legal liability

- a) for material loss or **damage** incurred by third parties arising out of the failure to carry out **your** contracted duties.
- b) for financial loss (but not in respect of or as a consequence of **bodily injury** or **damage** to property) incurred by others, for claims made against **you** arising out of the failure of a **product** to perform its intended function.

The limit of indemnity is £500,000.

A £250 excess applies to each and every loss

AMP2 - Treatment risks

We will indemnify **you** in respect of legal liability for damage to furniture and soft furnishings, excluding antique furniture, arising from the incorrect application of cleaning or pest control products. Our maximum liability in respect of all other antique items is £10,000 per item.

A £250 excess applies to each and every loss

AMP3 - Loss of custom extension

We will indemnify **you** in respect of legal liability for loss of custom, practice or trade of a third party following the supply or use of a **product** to the said third party which causes injury or **damage**.

AMP4 - Failure to secure premises

We will indemnify **you** in respect of legal liability for **damage**, arising out of the failure to secure the premises being cleaned or treated.

AMP5 - Incorrect destruction of goods

We will indemnify **you** in respect of legal liability for **damage** caused as a result of the incorrect destruction of third party property.

The limit of indemnity is £25,000

AMP6 - Damage to property being treated

Notwithstanding exclusion 1 to Section 9 A - Public Liability, we will indemnify **you** in respect of legal liability for **damage** to customers' premises or their contents resulting from the provision of cleaning or pest control services only.

A £250 excess applies to each and every loss

AMP7 - Damage to customer's plant being operated

We will indemnify **you** in respect of legal liability for **damage** to customers' cleaning or maintenance plant and equipment whilst being operated by **you**, but excluding normal wear, tear and depreciation or any mechanical breakdown.

A £250 excess applies to each and every loss

AMP8 – Bona fide sub contractors

We will not indemnify **you** in respect of liability arising from or caused by work undertaken on **your** behalf by sub contractors, (other than sub contractors acting as **your employees**), unless **you** have obtained evidence that they have public/products liability insurance in force.

This must

- cover the work to be done;
- include an indemnity to principals; and
- have an indemnity limit of at least £1m.

Where efficacy cover is given by this policy, it is a condition precedent to liability that the insurance arranged by sub contractors also includes efficacy and that annual confirmation of this is provided.

AMP9 - Disposal of trade waste

We will indemnify **you** in respect of legal liability for **bodily injury** or **damage** arising from the disposal of trade waste including cleaning chemicals, pesticides and washroom waste.

Waste must be disposed of in accordance with regulations and codes of practice endorsed as appropriate by the Pesticide Safety Directorate (PSD), DEFRA and the Environment Agency.

It is a condition precedent to liability that **you** do not sort waste on **your own premises**.

This extension does not apply to the disposal of asbestos or asbestos - contaminated waste.

This policy excludes claims arising from fly tipping.

AMP10 - Airside risk exclusion

We will not indemnify **you** in respect of liability arising out of or in connection with

- a) work undertaken within the perimeter of any airport and beyond the passenger and cargo terminals unless it is approved by Air Traffic Control or the relevant authorities, and any conditions or requirements advised by them have been strictly adhered to.
- b) the use of falcons for bird scaring on airports.

The above exclusions do not apply outside the normal flying hours of the airport when the airport operators have confirmed that no aircraft are flying.

AMP11 - Pest control

It is a condition precedent to liability that

- a) there is no home mixing of insecticides, chemicals or poisons, and that only proprietary brands are used.
- b) insecticides, chemicals or poisons are used in accordance with manufacturer's instructions, that all necessary licences have been obtained and that **employees** are trained in their use.
- c) insecticides, chemicals and poisons are stored in accordance with manufacturer's instructions and the Control of Pesticides Regulations 1986.
- d) insecticides, chemicals and poisons are sold in the manufacturer's unbroken packaging, and the manufacturer's instructions for use are passed to the purchaser.
- e) where legally required, **you, your employees** and sub contractors hold the appropriate Shotgun Certificate or Firearm Certificate.

Cover includes the use of bangers and scare crows, air guns, shotguns or rifles, and also includes litter picking.

AMP12 - Rights of recourse condition

It is a condition precedent to liability that **you** maintain full rights of recourse against any manufacturer or supplier with whom **you** have entered into a legal contract for the provision of goods.

AMP13 - Use of heat

We will not indemnify **you** for any liability in respect of claims arising from the use of heat away from **your own premises**.

AMP14 - Proprietary brands condition

It is a condition precedent to liability that **you** only use proprietary brands and that these are used and stored in accordance with manufacturers' instructions.

AMP15 - Guarantee and faulty workmanship exclusion

We will not indemnify **you** under this policy against liability

- i) where recourse is sought under guarantee whether given or implied; or
- ii) for the cost of rectifying faulty workmanship or defective goods.

AMP16 - Personal protective equipment

It is a condition precedent to liability that

- the use or wearing of personal protective equipment by any **employee** is enforced;
- personal protective equipment is supplied to the **employee**; and
- a formal record is maintained confirming receipt of such equipment.

AMP17 – Railway exclusion

It is a condition precedent to liability that when working in or around railways, all tracks are shut down While work is being carried out. If this is not possible, a safe distance of at least five metres must be maintained between you and the live track at all times.

AMP18 – Height work exclusion – 20 metres

We will not indemnify **you** for liability in respect of claims arising as a result of **you**

- working from ladders at heights in excess of 10 metres or
- otherwise working at heights in excess of 20 metres.

It is a condition precedent to liability in respect of claims consequent upon work at height, that all relevant Health and Safety procedures and practices are adhered to, including but not limited to HSE publications:

INDG401 - A guide to The Work at Height Regulations 2005
INDG402 - An employer's guide to The Safe Use of Ladders and Stepladders
MISC614 - Preventing falls from boom-type mobile elevating work platforms
and any subsequent amendments thereof.

In the case of rope access, working practices should be in accordance with standards specified by IRATA (Industrial Rope Access Trades Association).

AMP20 - Fidelity insurance – NOT INSURED

We will indemnify **you** in respect of loss of a customer's property due to acts of fraud, theft or embezzlement by **your own employee(s)** committed during the **period of insurance** and discovered not later than 3 months after either the termination of employment or the expiry of the insurance, whichever shall occur first.

The limit of indemnity is £50,000 per **employee** and in the aggregate per policy.

It is a condition precedent to liability that **you** shall take reasonable care to ensure that suitable and competent persons are employed. Money which would be due to the **employee** from **you** (other than for the acts of fraud or dishonesty) shall be deducted from the customers' loss. Any recovery made on account of any loss, shall be shared in the proportion that the amount of the loss borne by each bears, to the total amount of the loss.

This extension excludes **your** deliberate acts or losses occurring with **your** collusion.

A **£250** excess applies to each and every loss

AMP21 - Loss of keys and consequential loss – NOT INSURED

We will indemnify **you** in respect of amounts which become payable to indemnify any customer resulting from loss of the customer's keys whilst in **your** custody. Payment is restricted to the reasonable cost of replacement of keys and/or locks including any consequential losses incurred by the customer arising from the inability to gain access to the premises.

The limit of indemnity is £25,000. The definition of keys includes electronic pass cards.

A £250 excess applies to each and every loss

AMP22 - Financial loss (including products) – NOT INSURED

We will indemnify **you** in respect of legal liability for financial loss (but not in respect of or as a consequence of **bodily injury** or **damage** to property) incurred by others, for claims made against **you** during the **period of insurance**.

The limit of indemnity is £50,000.

A £1,000 excess / 10% co-insurance clause (whichever is greater) applies to each and every loss

AMP23 - Temporary removal of customers property – NOT INSURED

We will indemnify **you** in respect of legal liability to third parties for **damage** caused to customers' property whilst temporarily removed from the customers' premises and whilst in transit, to the **business** for the purpose of treatment, cleaning, repair or renovation.

The limit of indemnity is £10,000 per customer/occurrence with an aggregate limit of £100,000.

A £250 excess applies to each and every loss

AMP24 - Misuse of telephones – NOT INSURED

We will indemnify **you** in respect of legal liability to customers for loss of money, due to the unauthorised use of customers' telephones by **your employees** committed during the **period of insurance** and discovered not later than 3 months after either the termination of employment or 3 months after the occurrence, whichever shall occur first.

The limit of indemnity is £5,000 per **employee** and in the aggregate per policy.

A **£250** excess applies to each and every loss

AMP26 – Employers' Liability Tracing Office – Now included within General Condition 18 of the policy wording.**AMP27 - Subjectivities condition**

It is a condition precedent to liability that acceptance of this risk is subject to the following

Receiving the Employers Reference Number within 14 days of the start of the policy period.

In the event that the above subjectivities are not completed within the prescribed deadlines we reserve the right to

- a) cancel the policy by giving you 14 days notice at your last known address. On cancellation we will give you a pro rata refund of premium provided there have been no claims;
- b) suspend all cover under Section 8 - Employers Liability
- c) amend the terms and conditions by withholding policy documents and/or Employers Liability certificates

Section 8 – Employers’ liability	INSURED		Certificate number AMP10307
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Description	Sum insured/limits	
Limit of indemnity – any one event	£10,000,000	
Limit of indemnity - terrorism/asbestos	£5,000,000	
Employers liability is based on the following wages declaration		
Clerical/non manual	£	
Manual	£1000	
(including labour only sub contractors)		
Additional clauses/endorsements applying		

Section 9A – Public liability	INSURED		Certificate number AMP10307
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Description	Sum insured/limits	Excess
Limit of indemnity – any one accident or series of accidents arising out of one event	£5,000,000	£250 Third party property damage
Public liability is based on		
(a) Annual turnover (excluding VAT)	£10,000	
(b) Payments made to bona fide sub contractors	£	
Additional clauses/endorsements applying		
1.		

Section 9B – Products liability	INSURED		Certificate number AMP10307
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Description	Sum insured/limits	Excess
Limit of indemnity – in the aggregate during any one period of insurance.	£5,000,000	£250
Additional clauses/endorsements applying		
1.		

Section 11 – Professional Indemnity		NOT INSURED	Certificate number AMP10307
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Description	Sum insured/limits	Excess
Limit of indemnity – in the aggregate during any one period of insurance , including costs and expenses.	£500,000	Nil
Additional clauses/endorsements applying		
1. Retroactive Date:		



Amlin UK Limited

CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE

(A copy or copies of this certificate must be displayed at each place of business at which you employ persons covered by this insurance)

Contract Number: CC0000100157

Policy Number: AMP10307

Insured: Mr J Ashcroft t/a Falconry UK

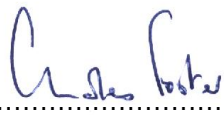
Date of commencement of insurance: 1 July 2016

Date of expiry of insurance: 30 June 2017

We hereby certify that subject to paragraph 2 below

1. The insurance 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; and
2. The minimum amount of cover provided by this insurance is £5,000,000 any one occurrence.

Signed on behalf of the Lloyd's Underwriters subscribing to Amlin UK Limited (authorised insurers)

Signed.....

Under the authority of
B.D.Carpenter, Underwriter

IMPORTANT

It is strongly recommended that you store this certificate after expiry in a secure place as a record of insurance as you may still be liable for claims after many years.