



## SCHEDULE

Policy Number BN BDX 6983587/6129677 - This schedule should be read in conjunction with your policy wording dated April 2021

### INSURANCE DETAILS

Broker	W F Fountain
Period of insurance	07 July 2025 to 06 July 2026 both days inclusive
Underwritten by	AXA Insurance UK PLC

### INSURED DETAILS

Insured	Assured Environmental Services Limited
Address	Unit 1, The Old Riding School, Park Road, Gisburn, Clitheroe, Lancashire, BB7 4HT
Business description	Pest control, timber treatment and/or fumigation works
Additional business activities	General cleaning Weed Killing and Amenity Spraying

### PREMIUM DETAILS

<b>Annual Premium:</b>	£3,538.00	<b>IPT:</b>	£424.56	<b>Policy Fee:</b>	£10.00	<b>Total:</b>	£3,972.56
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### ADDITIONAL INSUREDS

#### Information about us

Name	AXA Insurance UK PLC
Registered address	20 Gracechurch Street London EC3V 0BG United Kingdom
Company registration	Registered in England and Wales number 78950
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

AXA Insurance UK plc Registered in England and Wales No 78950.  
Registered Office: 5 Old Broad Street, London, EC2N 1AD. A member of the AXA Group of Companies.  
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## PEST CONTROL CONTRACTORS INSURANCE

### PUBLIC AND PRODUCTS LIABILITY - INSURED

Public Liability Limit of indemnity	£5,000,000 each and every claim, defence costs in addition
Products Liability Limit of Indemnity	£5,000,000 all claims occurring during the period of insurance, defence costs in addition
Pollution Limit of Indemnity	£5,000,000 all claims occurring during the period of insurance, defence costs in addition
Financial Loss Limit of Indemnity	£750,000 all claims occurring during the period of insurance, defence costs in addition
Terrorist Act Limit of Indemnity	£5,000,000 all claims occurring during the period of insurance, defence costs in addition
Excess	Nil
Applicable courts	Worldwide excluding USA & Canada
Financial loss excess	The first 10% of each and every claim or £250 whichever is the higher amount

### PROFESSIONAL INDEMNITY - INSURED

Limit of indemnity	£750,000
Limit applies to	Any one claim, defence costs in addition
Excess	Nil
Applicable courts	Worldwide excluding USA & Canada

### EMPLOYERS' LIABILITY - INSURED

Limit of indemnity	£10,000,000 all claims and their defence costs which arise from the same accident or event
Limit applies to	All claims and their defence costs which arise from the same accident or event
Applicable courts	Worldwide excluding USA and Canada

**Special limits** (included within and not in addition to the overall limit/amount insured above)

Terrorist Act	£5,000,000 all claims and their defence costs which arise from
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the same event



**PROPERTY - TOOLS AND EQUIPMENT - INSURED**

Item Description	Excess	Amount Insured
Tools and Equipment	£250	£1,000

**Excess applies to** each and every loss

**Additional cover** (in addition to the overall limit / amount insured above)

**Continuing hire charges** £5,000 all claims occurring during the period of insurance or the Amount Insured for the Section, whichever is the greater

**Removal of debris** £5,000 all claims occurring during the period of insurance or the Amount Insured for the Section, whichever is the greater

**DIRECTORS' AND OFFICERS' LIABILITY - INSURED**

Maximum Limit of Liability	£100,000 each and every claim including defence and investigation costs unless otherwise stated in your policy wording
<b>Excess</b>	Nil

**EMPLOYMENT PRACTICES LIABILITY - INSURED**

Maximum Limit of Liability	£100,000 each and every claim including defence and investigation costs unless otherwise stated in your policy wording
<b>Excess</b>	Excess: £10,000 each and every claim Reducing to £1,000 if you follow the advice of radar legal helpline

**COMPANY LEGAL LIABILITY - INSURED**

Maximum Limit of Liability	£100,000 each and every claim including defence and investigation costs unless otherwise stated in your policy wording
<b>Excess</b>	Nil other than Employee dishonesty and Third party electronic funds transfer claims where £2,500 excess applies each and every claim other than Legal Pursuits claims where £1,000 excess applies each and every claim
	other than Legal Pursuits claims where £1,000 excess applies each and every claim



PERSONAL ACCIDENT - NOT INSURED



PROPERTY - NOT INSURED



**BUSINESS INTERRUPTION - NOT INSURED**

**TERRORISM - NOT INSURED**



This schedule should be read in conjunction with your policy wording dated April 2021

The cover, terms, conditions and exclusions are as set out in both documents except as modified by the following endorsements below:

## POLICY ENDORSEMENTS

### Amendments PL Section: Public and products liability section amendments

#### What is not covered amendment

Under What is not covered of the Public and products liability section of **your policy**, the Asbestos exclusion is deleted and replaced as detailed in the Accidental release of asbestos cover and Financial loss cover shown below

#### What is covered amendments

**A** Under What is covered under the Public and products liability section of **your policy**, Accidental release of asbestos cover is added as follows:

#### Accidental release of asbestos cover

**We** will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** arising from the accidental and unplanned release of **asbestos**.

The maximum amount **we** will pay for the total of all damages, **clean up costs** and **defence costs** arising from claims first made against **you** and notified to **us** during the **period of insurance** caused by or arising from **asbestos** is £1,000,000.

**We** will not cover

1. claims
  - a. relating to the fear suffered by any person of the consequences of exposure to **asbestos**
  - b. in respect of **property damage, denial of access or clean up costs**, unless arising from contamination resulting from the unplanned release of **asbestos** due to a **sudden incident** which happens at a specific time and place during the **period of insurance** in the course of any work, process or other operation
  - c. to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
    - i. that **you** have disposed of
    - ii. owned, leased, let, rented, hired or lent to **you**
    - iii. for which **you** have any statutory duty to manage **asbestos**
  - d. for any incident known to **you** or for which **you** should have been aware before the start of this **policy**.
2. the amount of **excess** shown in **your** schedule in respect of **property damage, denial of access or clean up costs** caused by or arising from **asbestos**.

If during the **period of insurance** **you** first become aware of any circumstances that may give rise to a claim under this Section and notification is given to **us** during or within 7 days of the expiry of the **period of insurance**, **we** will if a claim is subsequently made against **you** consider such circumstances as having been made during the **period of insurance** that **you** first become aware.

The following additional condition applies to this section. If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

1. If **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos**
2. If **you** discover any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, **you** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established
3. **You** must ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within the **policy territories**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

For the purposes of the cover provided under this **Accidental release of asbestos cover**, these meanings will apply:

**Asbestos** - Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

**Sudden incident** - Sudden, identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause



## B Financial loss cover amendment

This endorsement deletes and replaces the Financial loss cover detailed in the Public and products liability section of **your policy**.

### Financial loss cover

Financial loss cover operates on a claims-made basis. This means that **we** will only provide cover for claims made against **you** and notified to **us** during the **period of insurance**.

**We** will indemnify **you** against the sums **you** have to pay as compensation if, during the **period of insurance**, any party brings a claim against **you** in writing for **financial loss**.

**We** will not make any payment for any claim or loss directly or indirectly due to **financial loss**:

- 1 sustained by any employee arising out of and in the course of employment by **you** in the **business**;
- 2 arising as a result of strikes, lockouts or labour disturbances in which **you** or **your** employees are involved;
- 3 arising from any act of fraud or dishonesty or from any insolvency or financial default;
- 4 arising from the passing off or the infringement of patents, copyrights, trade marks or trade names or from deceit or injurious falsehood;
- 5 for which an indemnity is provided by any other section of the **policy**;
- 6 arising from the diminution of the value of any property;
- 7 when **your** liability arises under a contract or agreement where the liability would not have existed without the contract or agreement;
- 8 arising from
  - a. work **you** undertake in
  - b. **products you** directly or indirectly

supply to the United States of America or Canada;

9 arising from

- a. inhalation or ingestion of **asbestos**
- b. exposure to or fear of the consequences of exposure to **asbestos**
- c. the presence of **asbestos** in any property or land
- d. investigating, managing, removing, controlling or remediation of **asbestos**

For the purposes of the cover provided under this **Financial loss cover**, **asbestos** will mean:

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

### Coronavirus exclusion

The following exclusion is added to the Public and products liability section of **your policy** where the Public and products liability section is shown as operative on **your** schedule.

### Coronavirus exclusion

In respect of all cover provided under this section and notwithstanding any other provision, no cover is provided for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

- 1 any fear or threat (whether actual or perceived) of; or
- 2 any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of; coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

### Cyber and Data Exclusion

The following exclusion is to be applied to the **Public and products liability section** of this **policy**.

### Cyber and data exclusion

**We** will not cover claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

1. any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**



2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**.

This exclusion shall not apply to claims

- a. for **bodily injury**
- b. for physical **property damage**
- c. under the **Data Protection cover** of this section

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident**.

For the purposes of this exclusion the following defined terms shall apply:

**Computer system**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

**Cyber incident**

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

**Cyber and Data Protection Law Endorsement**

**Cyber and data protection law endorsement**

The following applies to the **Professional indemnity** section of **your policy**. This will apply irrespective of anything contained in **your policy** to the contrary.

1. The following definitions are added to **your policy**

**Computer system**

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility

**Cyber act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **computer system**

**Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**

**Data protection law**

Any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time)

2. The definition of **Documents** in **your policy** is deleted and replaced by the following

**Documents**

Any documents or information that are **your** property or are looked after by or deposited with **you** in the ordinary course of your **professional business** and for which **you** are responsible. This does not include **data**, bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

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3. The following is deleted from the **What is covered** section of **your policy**
  1. negligence or a breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack
4. The **Data Protection Act defence costs cover** section in **your policy** is deleted.
5. The following is added to **your policy**

#### **Cyber and data protection law exclusion**

1. **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount
  - a. directly caused by, directly resulting from or directly arising out of
    - i. a **cyber act**
    - ii. any partial or total unavailability or failure of any **computer system** where the **computer system** is owned or controlled by **you** or any party acting on **your** behalf, or
  - b. directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of the receipt or transmission of malware, malicious code or a **virus or similar mechanism** by **you** or any party acting on **your** behalf.
2. **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided
  - a. to **you** or any party acting on **your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **you**
  - b. by any utility provider, but only where such failure or interruption of service impacts a **computer system** owned or controlled by **you** or any party acting on **your** behalf.
3. **We** will not cover any **claim**, loss, damage, liability costs, expenses, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **data protection law** by **you** or any party acting on **your** behalf.
4. Any cover provided by **your policy** in respect of the costs of reconstituting or recovering lost, inaccessible or damaged **documents** owned or controlled by **you** or any party acting on **your** behalf will not apply to **data**.

Other than as stated within this exclusion or by other restrictions in **your policy** specifically relating to the use of, or inability to use, a **computer system**, no cover otherwise provided by **your policy** will be restricted solely due to the use of, or inability to use, a **computer system**.

6. The following is deleted from the **Distorted computer records exclusion** in **your policy**
  - The exclusion will not apply to the Loss of documents cover.
7. The **Failure to duplicate data exclusion** in **your policy** is deleted.
8. The **Virus exclusion** in **your policy** is deleted.

#### **Disease Exclusion**

**Your policy** is amended as follows:

##### **1 Disease Exclusion**

The following exclusion is added to Property – buildings section, Property – contents section, Property – portable tools and equipment section and Property – business interruption section of **your policy** where these sections are shown as operative on **your** schedule

#### **Disease Exclusion**

1. Notwithstanding any provision to the contrary within this **policy** except for any cover provided under Public and products liability section, Employers liability section, Professional indemnity section, Directors' and officers' liability section, Employment practices liability section, Company legal liability section, Personal accident and illness section and Terrorism section, this **policy** excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to the other terms, conditions and exclusions contained in this **policy**, these sections will cover physical damage to property insured and any **time element loss** directly resulting therefrom where such physical damage or **time element loss** is covered by the **policy** and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them or impact by any road vehicle or animal, storm, earthquake, **flood**, subsidence, landslide, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.

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## Meanings of defined terms

**Communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

**Flood means damage** caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater-induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

**Time element loss** means business interruption, contingent business interruption or any other consequential losses.

## **MLP Enhanced Cover: Amendments to the Directors and Officers Liability Section of the policy**

### **Additional Limit for Non-indemnifiable Loss Cover Amendment**

Under the Directors' and Officers' liability section of **your policy**, what is covered, **Additional limit for non-indemnifiable loss cover**, the limit shown is amended to £100,000

## **WF: PI Retroactive Cover: Professional Indemnity - Retroactive Cover**

Insurers will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed before the 1st December 2016 or the inception date of the policy whichever is the later.

## **Employment practices and Company legal - Liability helpline contact numbers**

rradar Advice and Resource Centre

Enquiry line: 0800 955 6111 (Mon - Fri 8am - 6pm)

Crisis line - outside office hours: 0800 955 6222

Email: [contactus@rradar.com](mailto:contactus@rradar.com)

Address: 6 Beacon Way, Hull, HU3 4AE

