

Policy document  
wording

# Scottish Woodlands Ltd

Growing timber  
insurance



**ZURICH**<sup>®</sup>

# General terms and conditions

Please read this wording, together with any **endorsements** and the schedule of insurance issued by **Scottish Woodlands Ltd** for Zurich Insurance plc, very carefully. If anything is not correct, please notify **Scottish Woodlands Ltd** immediately.

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This **policy** is underwritten by Zurich Insurance Plc.

When **you** take out, renew and make changes to the cover provided by this **policy**, **you** must take reasonable care to ensure that **you** accurately answer any questions which **we** ask of **you** and that any information **you** give us is accurate. If **you** are taking out this **policy** for purposes which are mainly related to **your** trade, business or profession, **you** must also let **us** know about all facts which are material to **our** decision to provide **you** with insurance. Failure to meet these obligations could result in this **policy** being invalidated, a claim not being paid, or an additional premium being charged.

**An aggregate limit applies in respect of the Scottish Woodlands Ltd scheme, which may restrict your cover under this policy.**

A total aggregate limit of GBP 25,000,000 applies over all policyholders participating in the **Scottish Woodlands Ltd** scheme.

As a result of a covered loss, the value of covered claims incurred by all policyholders during the **period of insurance** may exceed the total aggregate limit stated above. In the event of this happening, all ongoing covered claims payments to all policyholders participating in the **Scottish Woodlands Ltd** scheme will be reduced proportionally. This proportion will be the percentage that the remaining aggregate

limit bears to the value of covered but unpaid claims incurred by all policyholders participating in the **Scottish Woodlands Ltd** scheme, as at the date of the covered loss that caused the value of covered but unpaid claims incurred by all policyholders participating in the **Scottish Woodlands Ltd** scheme to exceed the total aggregate limit.

In the event that the total aggregate limit is exhausted, no further claims payments will be payable under **your policy**.

If **you** are unsure about the terms of this **policy**, **you** should contact **Scottish Woodlands Ltd**.

## General definitions

Words shown in **bold** type have the same meaning wherever they appear in this **policy**. The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

### Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

### Damage

Total or partial loss or destruction of the **property insured** by the **named perils** and where **you** have chosen to insure and have paid the required premium, by **windthrow**. Please read **your** schedule of insurance issued by **Scottish Woodlands Ltd** carefully, to check which cover is in force.

### Declaration

The compartment, sub-compartment or component part of land at one location in which the **property insured** is situated. For forest management purposes such details are recorded separately by **Scottish Woodlands Ltd** per the growing timber schedule attached to the schedule of insurance.

### Employee

Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or working for **you** in connection with **your** ownership or management of woodland who is:

- a. employed by **you** under a contract of service or apprenticeship;
- b. hired to or borrowed by **you**;
- c. self-employed and working on a labour-only basis under **your** control or supervision;
- d. engaged by labour-only sub-contractors;
- e. a labour master or a person supplied by him;

- f. engaged under a work experience or training scheme;
- g. a voluntary helper.

<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Felled timber</b>	<b>Growing timber</b> which was previously insured by <b>us</b> and remains on site in a merchantable condition having been felled.
<b>Forestry transplants</b>	Live trees or woody shrubs which are located within the <b>declaration</b> per the growing timber schedule attached to the schedule of insurance issued by <b>Scottish Woodlands Ltd</b> and intended for planting.
<b>Growing timber</b>	Live trees or woody shrubs located within the <b>declaration</b> per the growing timber schedule attached to the schedule of insurance described in the <b>policy</b> and corresponding map, excluding any trees or woody shrubs which are windblown, diseased or dead prior to the <b>period of insurance</b> . Fire cover is however provided in respect of windblown trees or woody shrubs awaiting harvesting or which have not been subject of a <b>windthrow</b> claim.
<b>Named perils</b>	Fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, earthquake and landslip.
<b>Nuclear risks</b>	<ul style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination.</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above.</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ul>
<b>Other property</b>	Forest roads, footpaths and bridges, walls, gates, fences, dykes, highseats, picnic tables, signs and fire fighting equipment and similar property. This definition does not include <b>growing timber</b> or <b>felled timber</b> .
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule of insurance issued by <b>Scottish Woodlands Ltd</b> .
<b>Policy</b>	This insurance document, the schedule of insurance issued by <b>Scottish Woodlands Ltd</b> and corresponding list of <b>declarations</b> , including any <b>endorsements</b> .

<b>Property Insured</b>	<b>Growing timber, felled timber, forestry transplants and other property</b> belonging to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Scottish Woodlands Ltd</b>	An FCA authorised intermediary (firm reference number 311867) and scheme administrator.
<b>Terrorism</b>	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ul style="list-style-type: none"> <li>a. is committed for political, religious, ideological or similar purposes.</li> <li>b. is intended to influence any government or to put the public, or any section of the public, in fear.</li> <li>c. <ul style="list-style-type: none"> <li>i. involves violence against one or more persons; or</li> <li>ii. involves damage to property; or</li> <li>iii. endangers life other than that of the person committing the action; or</li> <li>iv. creates a risk to health or safety of the public or a section of the public; or</li> <li>v. is designed to interfere with or to disrupt an electronic system.</li> </ul> </li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>d. any action in controlling, preventing, suppressing, retaliating against, or responding to any act, or preparation in respect of action, or threat of action described above.</li> </ul>
<b>War</b>	War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority, including action in hindering, combating or defending against any of these.
<b>We / us / our</b>	The insurers named in the schedule of insurance issued by <b>Scottish Woodlands Ltd.</b>
<b>Windthrow</b>	Wind, rain, hail, ice or snow <b>damage</b> to <b>Property Insured.</b>
<b>You / your</b>	The insured named in the schedule of insurance issued by <b>Scottish Woodlands Ltd.</b>

## Conditions precedent

General conditions 3 and 4 below, General claims condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions except where the condition concerned:

- a) is operative only in connection with the particular property described in the **declaration** per the growing timber schedule attached to the schedule of insurance issued by **Scottish Woodlands Ltd**; or
- b) is operative only at particular times; or
- c) is intended to reduce the risk of particular types of accident, injury, loss, damage or liability

then **we** will pay for claims where **you** can prove that **your** non-compliance with the term could not have increased the risk of the accident, injury, loss, damage or liability which occurred.

## General conditions

The following conditions apply to the whole of this **policy**.

### Information

1. In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **Scottish Woodlands Ltd**. **You** must take care when answering any questions **Scottish Woodlands Ltd** ask by ensuring that all information provided is accurate and complete.

**You** must tell **Scottish Woodlands Ltd**, as soon as possible, if there are any changes to the information **you** have given them. If **you** are in any doubt, please contact **Scottish Woodlands Ltd**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

- Fair presentation of the risk 2. a. At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:

- i) where **you** have taken out this **policy** for purposes which are wholly or mainly related to **your** trade, business or profession, disclose to us all material facts in a clear and accessible manner and not misrepresent any material facts, and
  - ii) where **you** have taken out this **policy** for purposes which are wholly or mainly unrelated to **your** trade, business or profession, take reasonable care not to misrepresent any material facts.
- b. If **you** do not comply with clause a. of this condition **we** may:
- i) avoid **your policy** which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
  - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c. If **you** do not comply with clause a. of this condition and the non-disclosure or misrepresentation is not deliberate or reckless **your policy** may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
- i) if **we** would not have provided **you** with any cover **we** will have the option to:
    - 1) avoid **your policy** which means that **we** will treat it as if it had never existed and repay the premium paid; and
    - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
  - ii) if **we** would have applied different terms to the cover **we** will have the option to treat **your policy** as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied

iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

Due diligence

3. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any **property insured** under this **policy** in good condition and repair.

Premium payment

4. **We** will not make any payment under this **policy** unless **you** have paid the premium.

Cancellation

5. **You** have a statutory right to cancel this **policy** within 14 days from the date of concluding this contract. Please contact the scheme administrator, Scottish Woodlands Ltd, Pefferly House, Strathpeffer, Ross & Cromarty, IV14 9HA to advise that **you** no longer require cover, **you** should then confirm this in writing. Please return the **policy** schedule marked 'cancelled'. If **you** exercise **your** right to cancel, a full return of premium will be given and the **policy** will be regarded as not taken up by **you** and cancelled from inception with no cover granted. If however, **you** have made a claim during the 14 days, **you** do not have the right to a refund.

**You** or **we** can cancel the **policy** by giving 30 days written notice. **We** will give **you** a pro-rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium less than the GBP300 minimum premium. No refund will be paid if during the **period of insurance** claims have been paid or are outstanding under this policy.

Multiple insureds

6. The most **we** will pay is the relevant amount shown in the schedule of insurance issued by **Scottish Woodlands Ltd**.

If more than one insured is named in the schedule of insurance issued by **Scottish Woodlands Ltd**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

**You** agree that the persons named in the schedule of insurance issued by **Scottish Woodlands Ltd**, or if there is more than one insured named in the schedule of insurance issued by **Scottish Woodlands Ltd** the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit	7. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b> .
Rights of third parties	8. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b> . Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	9. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.
Governing law	10.(a) This <b>policy</b> is subject to the laws of England and Wales, Northern Ireland, Scotland, the Isle of Man depending upon <b>your</b> address stated in the schedule. If there is any dispute as to which law applies then the law of England and Wales shall apply.  (b) Paragraph a) above does not apply to the extent (and only to the extent) that (i) this <b>policy</b> provides cover that is compulsory under applicable laws of a country in which <b>you</b> or <b>your property insured</b> is located, and (ii) such laws stipulate that (regardless of the parties' choice) local law governs such cover and/or that disputes relating thereto are to be referred to local courts.
Arbitration	11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.
Sanctions	12. Notwithstanding any other terms under this agreement, <b>we</b> shall not be deemed to provide coverage or will make any payments or provide any service or benefit to <b>you</b> or other party to the extent that such cover, payment, service, benefit and/or <b>your</b> business or activity would violate any applicable trade or economic sanctions law or regulation.
Currency	All amounts including <b>excesses</b> , sums insured and limits indicated in this <b>policy</b> are in GBP unless otherwise indicated by the three-

letter currency designator as defined by the International Standards Organization (ISO) 4217 effective at inception of this **policy**.

## General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

### Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. within a reasonable time, give **Scottish Woodlands Ltd** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section.
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
  - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim.
  - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

### Fraudulent claims

2. If **you** or anyone acting on **your** behalf:
  - a. makes a fraudulent or exaggerated claim under this **policy**; or
  - b. uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
  - c. makes a false statement in support of a claim whether or not the claim is itself genuine; or
  - d. submits a claim under this **policy** for loss or damage which **you** or anyone acting on the **your** behalf or in connivance with **you** deliberately caused; or
  - e. realises after submitting what **you** reasonably believed was a genuine claim under this **policy** and then fails to tell **us** that **you** have not suffered any loss or **damage**; or

f. suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this **policy**

**We** will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

**We** may also notify **you** that **we** will be treating this **policy** as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this **policy** under this condition **you** will have no cover under this **policy** from the date of termination and not be entitled to any refund of premium.

## What is covered

**We** will insure **you** against **damage** directly resulting from:

- a. **named perils**; and
- b. where **you** have chosen to insure and have paid the additional premium, **windthrow**.

occurring during the **period of insurance** to **property insured** at each **declaration** per the growing timber schedule attached to the schedule of insurance issued by **Scottish Woodlands Ltd**.

### Additional cover

The following covers are also provided up to the amount shown.

Additions to **property insured** if, during the **period of insurance**, **you** purchase any additional **property insured** with a value less than GBP3,000,000 **we** will cover **you** for **damage** provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Aerial photography the necessary and reasonable costs incurred under the direction of the appointed loss adjuster for the provision of aerial photographs, digitising and interpretation of imagery within a geographic information system.

Fire-fighting costs the necessary and reasonable costs and expenses incurred by **you** or on **your** behalf in fighting fires on or around the **property insured** including preventative measures taken to avoid the spread of fire from adjoining properties onto the **property insured**. The use of helicopters is subject to authorisation by either the fire and rescue services or **Scottish Woodlands Ltd**.

Inadvertent omissions having notified **us** of the intention to insure all **property insured** in which **you** have an interest in and it being **your** understanding that all

property is accounted for or appropriately insured elsewhere, if any such property is found to have been omitted, **we** will deem it to be insured within the terms of this **policy**. This is subject to payment of the appropriate premium either from **policy** inception or from the date which **you** became legally responsible for such property.

Management felling

felling of undamaged **growing timber** which is situated immediately adjacent to an area of **damage** and for which the felling is deemed necessary and essential for continued good forestry management following a covered loss.

## What is not covered

**We** will not make any payment for:

1. **damage** solely attributable to a change in the level of the water table.
2. **damage** by **windthrow** to **growing timber** which is in excess of 55 years old.
3. **growing timber** which is diseased or dead at inception or each renewal.
4. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
5. any loss of income or expenses incurred which result from the incident which caused **you** to claim.
6. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
7. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;  
b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.

8. **war, confiscation and nuclear risks.**
9. accidental physical loss or physical damage to any dwellings, outbuilding or commercial premises.
10. accidental physical loss or physical damage by landslip resulting from
  - a. coastal or river erosion; or
  - b. settlement or movement of reclaimed or in-filled ground; or
  - c. any process of erection, demolition, alteration, structural repair, renovation, vibration, removal or weakening of any support.
11. the first:
  - a. GBP 5,000 each and every loss resulting from **named perils**; or
  - b. GBP 10,000 each and every loss resulting from **windthrow**.

**How much we will pay** We will pay up to the amount for each **declaration** shown in the schedule of insurance issued by **Scottish Woodlands Ltd**.

**Growing timber** We will pay the proportional value of the **property insured** which is calculated in accordance with the valuations stated on the schedule of insurance issued by **Scottish Woodlands Ltd** and corresponding list agreed by **us** and lodged with **Scottish Woodlands Ltd**.

The most **we** will pay is the sum insured in respect of each **declaration** per the growing timber schedule attached to the schedule of insurance issued by **Scottish Woodlands Ltd** during the **period of insurance**. The most **we** will pay will be the limit of liability shown in the General terms and conditions of this **policy**.

**We will retain all rights to salvage.**

**Aerial photography** The most **we** will pay for aerial photography is GBP 2,500 each and every loss.

**Felled timber** The most **we** will pay for **felled timber** is GBP 30,000 each and every loss.

Fire-fighting costs	The most <b>we</b> will pay for fire-fighting costs is GBP 200,000 each and every loss and in any one <b>period of insurance</b> .
<b>Forestry transplants</b>	The most <b>we</b> will pay for <b>forestry transplants</b> is GBP 25,000 each and every loss
Inadvertent omissions	The most <b>we</b> will pay for inadvertent omissions is GBP 250,000.
<b>Other property</b>	The most <b>we</b> will pay for <b>other property</b> is GBP 50,000 other than where stated on the <b>declaration</b> per the growing timber schedule attached to the schedule of insurance issued by <b>Scottish Woodlands Ltd</b> .
Management felling	The most <b>we</b> will pay for management felling following <b>damage</b> is 25% of the amount paid for the corresponding <b>windthrow</b> loss amount before application of the excess, up to a maximum of GBP 50,000, unless <b>you</b> have purchased a higher limit and this is shown on the <b>declaration</b> per the growing timber schedule attached to the schedule of insurance issued by <b>Scottish Woodlands Ltd</b> .
Landslip	The most <b>we</b> will pay for landslip is GBP30,000 each and every loss
Other interests	Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>property insured</b> , provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.

## Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> which might be covered.</p> <p><b>You</b> must report to the police, as soon as reasonably possible, any <b>damage</b> arising from arson or malicious damage, and obtain a crime reference from them.</p>
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# Property Owners Liability

General terms and conditions and the following terms and conditions all apply to this section.

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## Special definitions for this section

<b>Bodily injury</b>	Death, or any bodily or mental injury or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Third-party property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

## What is covered

Claims against <b>you</b>	If, solely as a direct result of <b>your</b> ownership of property insured, any party brings a claim against <b>you</b> for <b>bodily injury, third-party property damage</b> or <b>denial of access</b> occurring within the United Kingdom and during the <b>period of insurance</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.
Cross liabilities	If more than one insured is named in the schedule, <b>we</b> will deal with any claim as though a separate policy had been issued to each of them provided that <b>our</b> liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours** or represent **you** or any employee of **yours** at any coroner's inquest or fatal accident enquiry which may be covered under this section.

#### Additional cover

Unplanted areas

**We** will indemnify **you** against claims arising directly or indirectly from **your** ownership of bare land sites or unplanted areas within the **declaration** per the growing timber schedule attached to the schedule of insurance.

## What is not covered

- Non woodlands related  
Property for which **you**  
are responsible
- Injury to employees
- Pollution
- Computer virus
- Professional advice
- Recall, repair or  
replacement of **goods**
- Deliberate or reckless acts
- A. We** will not make any payment for any claim or loss:
1. unless resulting directly from **your** ownership of **property insured**.
  2. directly or indirectly due to loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control.
  3. resulting directly or indirectly due to the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
  4. directly or indirectly due to **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.
  5. a. i. directly or indirectly due to any **pollution** of buildings or other structures or of water or land or the atmosphere; or  
ii, directly or indirectly due to any **bodily injury** or property damage directly or indirectly caused by **pollution**;  
  
unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;  
  
b. directly or indirectly due to any **pollution** occurring in the United States of America or Canada.
  6. directly or indirectly due to transmission of a computer **virus**.
  7. directly or indirectly due to designs, plans, specifications, formulae, directions or advice prepared or given by **you**.
  8. directly or indirectly due to any loss or damage to or for the cost of repairing, replacing, recalling or making any refund in respect of any **goods**.
  9. directly or indirectly due to any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Contracts	10. directly or indirectly due to <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	11. directly or indirectly due to date recognition.
War, terrorism and nuclear	12. directly or indirectly due to <b>war, terrorism</b> or <b>nuclear risks</b> .
Asbestos	13. directly or indirectly due to asbestos risks.
Erected structures	14. directly or indirectly due to any structures erected for the purpose of leisure activities. For the avoidance of doubt, this also includes structures relating to mountain biking.
Domestic dwellings	15. directly or indirectly due to domestic dwellings and outbuildings.
Commercial dwellings	16. directly or indirectly due to commercial dwellings and outbuildings.
Business activities	17. directly or indirectly due to any third-party business activities and property within the <b>declaration</b> .
Shoots	18. directly or indirectly resulting from shooting activities.

**B. We** will not make any payment for:

Excess	1. the first GBP 500.00 of each and every claim.
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	3. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	4. any claim, including arbitration, brought outside the courts of the United Kingdom. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

**How much we will pay** **We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

## Special limits

Pollution For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought against **you** brought in the United States If it is stated in the schedule that cover is provided for claims brought in the USA or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Criminal proceedings costs The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

Paying out the limit of indemnity any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

**Your** obligations **We** will not make any payment under this section:

If a problem arises

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.

**You** should make this notification directly to **Scottish Woodlands Ltd**, Peffery House, Strathpeffer, Ross & Cromarty, IV14 9HA, ensuring **you** quote **your policy** number.

2. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

## Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any

claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

## Complaints

**We** aim to provide the highest standard of service that will leave **you** with no cause for complaint. However, if **you** ever feel that **we** have not met the high standards **we** set ourselves and **you** have cause for complaint, **you** can contact **us** as follows and **we** will give the matter our prompt attention:

If **you** have any questions or concerns about the sale of **your policy** or the service offered by **Scottish Woodlands Ltd**, please speak to **Scottish Woodlands Ltd** in the first instance.

Technical Director, **Scottish Woodlands Ltd**, Research Park, Riccarton, Edinburgh EH14 4AP.

If **you** have any questions or concerns about the terms of **your policy** this may be addressed to Zurich Global Corporate.

Zurich Global Corporate  
70 Mark Lane  
London  
EC3R 7NQ

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks, or if **you** remain dissatisfied following receipt of **our** final response letter, **you** may be able to ask the ombudsman to formally review **your** case. **You** must contact the ombudsman within six months of **our** final response.

The contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

**You** can telephone for free on:

08000 234 567 for people phoning from a "fixed line" (for example a landline at home)

0300 123 9 123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and **you** are entitled to contact the ombudsman at any stage of **your** complaint.

The ombudsman can help with most complaints if **you** are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million.

If **you** are unsure whether the ombudsman will consider **your** complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

Zurich Insurance Plc is covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

## How **we** will use personal information

**We** hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this **policy** including handling any claims.

**We** use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

**We** may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice or where **we** are required or allowed to do so by law.

**We** may record or monitor telephone calls for security and regulatory purposes.

## Policy administration

In order to administer **your policy** and any claims made against this **policy we** may share personal information provided to us with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

**We** may conduct searches about anyone whose personal information may be processed to administer this **policy** (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

## Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches

- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Data protection rights

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, 3000 Parkway, Whiteley, Fareham, Hants, PO15 7JZ

Zurich Global Corporate UK

70 Mark Lane, London, EC3R 7NQ, England.

[www.zurich.com/corporatebusiness](http://www.zurich.com/corporatebusiness)

Zurich Global Corporate UK is a trading name of:

Zurich Insurance plc.

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our authorisation by the Financial Conduct Authority are available from us on request. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes

