

Policy document
wording

Scottish Woodlands Ltd

Growing timber insurance

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** as soon as reasonably practical.

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 50,000,000 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: <ul style="list-style-type: none"> 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.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Felled timber	Growing timber which was previously insured by us and remains on site in a merchantable condition having been felled.
Forestry transplants	Live trees or woody shrubs which are located within the declaration per the growing timber schedule attached to the schedule of insurance issued by Scottish Woodlands Ltd and intended for planting.
Growing timber	Live trees or woody shrubs located within the declaration per the growing timber schedule attached to the schedule of insurance described in the policy and corresponding map, excluding any trees or woody shrubs which are windblown, diseased or dead prior to the period of insurance . Fire cover is however provided in respect of windblown trees or woody shrubs awaiting harvesting or which have not been subject of a windthrow claim.
Named perils	Fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, earthquake and landslide.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination. 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. c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Other property	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 growing timber or felled timber .
Period of insurance	The time for which this policy is in force as shown in the schedule of insurance issued by Scottish Woodlands Ltd .
Policy	This insurance document, the schedule of insurance issued by Scottish Woodlands Ltd and corresponding list of declarations , including any endorsements .

Property Insured	Growing timber, felled timber, forestry transplants and other property belonging to you or for which you are legally responsible.
Scottish Woodlands Ltd	An FCA authorised intermediary (firm reference number 311867) and scheme administrator.
Terrorism	<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"> a. is committed for political, religious, ideological or similar purposes. b. is intended to influence any government or to put the public, or any section of the public, in fear. c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system. <p>or</p> <ul style="list-style-type: none"> 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.
War	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.
We / us / our	The insurers named in the schedule of insurance issued by Scottish Woodlands Ltd .
Windthrow	Wind, rain, hail, ice or snow damage to Property Insured .
You / your	The insured named in the schedule of insurance issued by Scottish Woodlands Ltd .

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

Information

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

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. For example, a change to third party or public access rights, the erection of new buildings, or the discovery of mines or quarries at the **Property Insured**. This is not an exhaustive list, 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, Peffery 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 policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance .
Rights of third parties	8. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	9. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy 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 policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Governing law	10.(a) This policy is subject to the laws of England and Wales, Northern Ireland, Scotland, the Isle of Man depending upon your 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 policy provides cover that is compulsory under applicable laws of a country in which you or your property insured 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. Even if, despite any other terms under this agreement, **we** shall not be deemed to provide coverage or will make any payments or provide any service or benefit to **you** or other party to the extent that such cover, payment, service, benefit and/or **your** business or activity would violate any applicable trade or economic sanctions law or regulation.

Currency

All amounts including **excesses**, sums insured and limits indicated in this **policy** 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 as soon as reasonably practical 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 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 2,500 each and every loss resulting from **named perils**; or
 - b. GBP 5,000 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 we will pay for fire-fighting costs is GBP 200,000 each and every loss and in any one period of insurance .
Forestry transplants	The most we will pay for forestry transplants is GBP 25,000 each and every loss
Inadvertent omissions	The most we will pay for inadvertent omissions is GBP 250,000.
Other property	The most we will pay for other property is GBP 50,000 other than where stated on the declaration per the growing timber schedule attached to the schedule of insurance issued by Scottish Woodlands Ltd .

Management felling	The most we will pay for management felling following damage is 25% of the amount paid for the corresponding windthrow loss amount before application of the excess, up to a maximum of GBP 50,000, unless you have purchased a higher limit and this is shown on the declaration per the growing timber schedule attached to the schedule of insurance issued by Scottish Woodlands Ltd .
Landslip	The most we will pay for landslip is GBP30,000 each and every loss
Other interests	Any payment we make will take into account the interest of any party having an insurable interest in the property insured , provided you have advised us 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>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You must report to the police, as soon as reasonably possible, any damage 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.

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Third-party property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	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 you	If, solely as a direct result of your ownership of property insured, any party brings a claim against you for bodily injury, third-party property damage or denial of access occurring within the United Kingdom and during the period of insurance , we will reimburse you against the sums you have to pay as compensation.
Cross liabilities	If more than one insured is named in the schedule, we will deal with any claim as though a separate policy had been issued to each of them provided that our 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 reimburse 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

Contracts

Date recognition

War, terrorism and nuclear

Asbestos

Erected structures

Domestic dwellings

Commercial dwellings

Business activities

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.
10. directly or indirectly due to **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
11. directly or indirectly due to date recognition.
12. directly or indirectly due to **war, terrorism** or **nuclear risks**.
13. directly or indirectly due to asbestos risks.
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.
15. directly or indirectly due to domestic dwellings and outbuildings.
16. directly or indirectly due to commercial dwellings and outbuildings.
17. directly or indirectly due to any third-party business activities and property within the **declaration**.

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 your 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 in 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	<ol style="list-style-type: none"> 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 as soon as reasonable practical 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

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are 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 on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Data Protection

Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;

6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Fraud prevention and detection

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

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

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.

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