

# Scottish Woodlands Ltd

## Growing timber insurance

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### Summary of cover

This document provides a summary of the significant features, benefits, exclusions and limitations of the cover provided by the Scottish Woodlands-Growing Timber Insurance policy, underwritten by Zurich Insurance Plc (“underwriters”). It does not contain the full terms and conditions, which can be found in your policy. This policy has been designed for woodland owners to provide coverage for any plantation or woodland.

### Period of cover

The policy period in respect of Scottish Woodlands Ltd Growing Timber Insurance is from the 1st October 2016 to the 30th September 2017 (both days Inclusive). The duration for which your policy is in force is shown in the schedule of insurance issued to you by Scottish Woodlands Ltd.

### Significant features and benefits

Woodland owners can insure their woodland against either fire or fire and windthrow. Property owners liability is provided as standard under the policy.

#### **The following cover is provided as standard:**

- loss or damage caused by fire, lightning, explosion (certain exclusions apply), aircraft, earthquake and landslip (certain exclusions apply).
- cover for other property such as forest roads, footpaths and bridges, walls, gates, fences, picnic tables and signs. The maximum amount payable for such property is GBP50,000.
- extinguishing costs incurred by the insured in minimising any damage caused by the spread of fire. The maximum amount payable for such costs is GBP200,000.
- the cost of aerial photography where required and agreed necessary by the appointed loss adjuster in the presentation of the claim. The maximum amount payable for such costs is GBP2,500.
- management felling of undamaged growing timber where required for good forestry management and where optional windthrow cover applies. The most we will pay is 25% of the amount paid for the corresponding windthrow loss before application of the excess up to a maximum of GBP50,000.
- property owners liability. The maximum limit of liability for any one claim is GBP5,000,000.

**The following optional covers and enhancements can be included on request:**

- loss or damage caused by windthrow; including wind, rain, hail, ice or snow damage, subject to the payment of an additional premium.
- a reduced premium is available to owners who choose to have an increased excess of either GBP50,000 or GBP100,000 instead of the standard excess.
- the limit for management felling can be increased to GBP100,000 subject to the payment of an additional premium per property and approval by underwriters. The most we will pay is 25% of the amount paid for the corresponding windthrow loss before application of the excess.
- For owners of multiple properties the excess can be reduced to a single excess for their whole portfolio; subject to the payment of an additional premium.

## Insurance Act 2015

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which aims to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation by a commercial insured which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged. We will apply the same approach where a consumer insured has made a misrepresentation which is neither deliberate nor reckless.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

## Significant or unusual exclusions and limitations

- We will not pay the first GBP5,000 of any claim for damage resulting from fire, lightning, explosion, aircraft, earthquake or landslide; or the first GBP10,000 of any claim resulting from windthrow
- We will not pay for windthrow damage to any growing timber aged over 55 years.
- Any timber salvaged will remain the property of underwriters.
- The maximum cover for a single property under the policy is GBP10,000,000. Terms and conditions for properties requiring cover in excess of GBP10,000,000 have to be agreed separately by underwriters.
- The most we will pay for any one claim for felled timber is GBP30,000 and cover is only in force whilst the felled timber remains in a merchantable condition.
- The most we will pay for forestry transplants is GBP25,000.
- The most we will pay for landslide is GBP30,000 however we will not pay for damage caused by landslide resulting from coastal or river erosion, settlement or movement of reclaimed or in-filled ground, or any process of erection, demolition, alteration, structural repair, renovation, vibration, removal or weakening of any support.

- This policy does not cover your liability as property owner resulting from shooting activities taking place on your property or your liability resulting from domestic dwellings, outbuildings, commercial premises, or any structures erected for the purposes of leisure or mountain biking being situated on your property.

This policy has a shared GBP25,000,000 aggregate limit applying jointly to all policyholders participating in the Scottish Woodlands Ltd scheme. This means that as a result of a covered loss your cover under this policy may be reduced proportionately alongside other participants of the Scottish Woodlands Ltd scheme in the event that the shared aggregate limit is reached. In the event that the overall shared aggregate limit of GBP25,000,000 is exhausted, no further claims will be payable under the policies.

## Cancellation

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 on 01997 420040 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.

Any policies cancelled mid-term may receive a refund, calculated on a pro-rata basis. Minimum premiums are non-refundable after the 14 day period. The minimum premium rate for the scheme is GBP300.

We may cancel the insurance by giving you 30 days' notice by post to your correspondence address shown in the schedule. We will return any premium you have paid for any period of insurance left, however we will not refund any premium less than the minimum premium.

## Claims

If you suffer a loss and need to make a claim you should notify Scottish Woodlands Ltd immediately. Claims for fire and windthrow damage will be settled on behalf of the insured by the underwriters, via Scottish Woodlands Ltd on the basis of agreed areas of damage and, if relevant, management felling.

Following a claim, Scottish Woodlands Ltd will request payments from the underwriter as quickly as possible.

## 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 Financial Ombudsman Service to formally review your case. You must contact the FOS within six months of our final response. The FOS contact details are as follows:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

You can telephone for free on 08000 234567 for people telephoning from mobile phones, and landlines

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

This is a free and impartial service and will not affect your legal rights.

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