



Growing Timber Insurance

2018 Policy Wording



Foreword

This Policy is issued in accordance with and under the authority granted by Contract Number **Y016471QBE0118A**.

This Policy is underwritten by QBE Insurance (Europe) Ltd hereinafter referred to as “the Company” who authorise Tilhill Forestry Ltd, hereinafter referred to as “the Coverholder”.

The Insured (as specified in the Policy Certificate & Schedule) and the Company agree that:

The Insured shall pay the Premium as agreed.

The Company will subject to the Terms, Conditions and Exclusions of this Policy, provide the insurance in the manner and to the extent provided in this Policy. All information supplied to the Company by the Insured shall be incorporated into and be the basis of this Policy.

Provided that this Policy shall not be operative unless countersigned on the Policy Schedule(s) by an authorised representative of the Company.

Signed for and on behalf of the Company.

A handwritten signature in black ink, appearing to read 'G. H. H. H.', is written over a horizontal line. To the right of the signature is a circular logo containing the letters 'QBE' in a stylized font.

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10 August 2018

General Definitions

The following definitions apply to each Section throughout this Policy except where expressly varied within a specific Section:

- Insured**
1. shall mean
 - a) the named parties shown in the Schedule
 - b) in the event of the death of the Insured the personal representatives of the InsuredProvided such person shall as though he were the Insured observe fulfil and be subject to the terms exclusion conditions and endorsements of this Policy so far as they can apply.
- Business**
2. shall mean the description shown in the Schedule and no other for the purposes of this Insurance.
- Territorial Limits**
3. shall mean Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- Damage**
4. shall mean loss or destruction of or damage to the Property Insured by an Insured Peril and used by the Insured in connection with the Business.
- Declaration**
5. A Declaration shall be deemed to mean the area of land with the Property Insured thereon in one ownership (to include interests derived by lease or similar instrument) and at one location, details of which are recorded separately for forestry management purposes (Stand).
- Policy Schedule**
6. Attached to and forming part of the Policy.
- Coverholder**
8. shall mean Tilhill Forestry Limited
- Company**
9. shall mean QBE Insurance (Europe) Limited
- Stand**
10. A compartment, sub-compartment or component part which has its details recorded separately for forestry management purposes, and has its own declared insured value.

Sections 1 and 2 Material Damage

In the event of any of the Property Insured described in the Schedule sustaining Damage by an Insured Peril the Company will pay to the Insured the value of the Property Insured calculated in accordance with valuation tables agreed by and lodged with the Company provided that the liability of the Company in respect of one loss or in the aggregate during any one period of insurance shall in no case exceed the sum insured in respect of each Declaration expressed in the Schedule.

Definitions (applicable to Sections 1 & 2)

Windthrow

Shall mean the action of trees being damaged (excluding growing timber of 55 years of age or more), by being blown over or snapped, such that there is a loss of value to that part of the Declaration (Stand) in which they are located. Actions to cause windthrow are wind, rain, hail, ice, and snow.

Additional Property Insured

1. Forest roads, footpaths and bridges, walls, gates, fences, dykes, highseats, picnic tables, signs, fire fighting equipment and similar property.
2. Previously insured growing timber, lying on site after being cut and before being extracted from the insured area.

Section 1

1. **Fire**
2. **Lightning**
3. **Explosion** but excluding
 - a) Damage occasioned by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured.
 - b) Damage to or of vessels machinery or apparatus or their contents resulting from the explosion thereof.
4. **Aircraft** and other aerial devices or articles dropped therefrom.
5. **Earthquake**
6. **Landslip** not occasioned by or happening through
 - a) coastal or river erosion
 - b) the settlement or movement of reclaimed or in-filled ground
 - c) any process of erection, demolition, alteration, structural repair, renovation, vibration, removal or weakening of support
 - d) defective workmanship or materials or design
 - e) any cause which commenced prior to this Insured Peril being operative

Section 2

1. **Windthrow**

Section 2 cover is only available when acquired in addition to Section 1, unless otherwise agreed by the Company.

Limits of Indemnity (applicable to Sections 1 & 2)

As detailed on Schedules prepared by the Insured but not exceeding:

- a) £3,000,000 any one Declaration in respect of Damage by an Insured Peril unless specifically agreed by the Company or such additional amounts as herein provided or subsequently endorsed hereon
- b) £25,000 in respect of Felled Timber any one claim any one Declaration
- c) £50,000 or 5% of the declared property value whichever is the greater subject to a maximum any one claim of £250,000 in respect of Additional Property as defined
- d) £30,000 any one Declaration in respect of Damage by Landslip

Property Insured (applicable to Sections 1 & 2)

As stated in the Policy Schedule consisting of Growing and/or Felled Timber and/or Additional Property as defined belonging to the Insured or for which they are responsible

Extensions (applicable to Sections 1 & 2)

Management Felling

The Company will in addition pay 25% of original Storm loss amount, capped at £50,000, for Property Insured that is undamaged but has to be essentially felled for continued good management purposes.

Fire Fighting Costs

The Company will in addition pay all reasonable costs and expenses incurred by or on behalf of the Insured in fighting fires on or around the Property Insured including those costs and expenses incurred in preventative measures taken to avoid fire spreading onto the Property Insured from adjoining properties. The use of helicopters is subject to notification to the Fire Brigade and to them assuming control of their use. Limit £150,000 per Declaration.

Aerial Photography

The Company will in addition pay the costs of aerial photography where agreed desirable subject to a limit per claim per location of £2,500.

Debris Removal

The Company will in addition pay costs and expenses necessarily incurred by the Insured with the consent of the Company:

- a) in removing and disposing of debris.
- b) for such additional work as may be necessary to allow continued good management as a result of in connection with damage by the Insured Peril.

The Company will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such property having sustained Damage.
- ii) arising from pollution as defined therein.

Subject to a limit per claim of £50,000

Special Clauses (applicable to Sections 1 & 2)

Additions

Insurance, as herein provided, is automatically effective from the time the Cover Holder assumes cover on new Property Insured as herein described whilst within the Territorial Limits provided that::

- a) this cover shall not exceed £3,000,000 on any one Declaration unless specifically agreed
- b) the Insured undertake to give particulars of such additions as soon as practicable but not exceeding six months after such cover has been accepted and to effect specific insurance thereon retrospective to the date of commencement of the Company's liability.

Errors and Omissions

The insurance by this Policy extends to include Damage for which the Insured is responsible but either the Insured or their Forestry Manager has omitted (either in part or in whole) to insure due to an error or omission for an amount not exceeding £250,000. This clause does not include under insurance through inflation or wrong values being applied to the Property Insured. Provided that as soon as the error or omission has been discovered the company is notified immediately and the Insured pays any additional premium which the Company may require.

Exclusions (applicable to Sections 1 & 2)

Pollution

Damage caused by Pollution or Contamination but this shall not exclude Damage to the Property Insured, not otherwise excluded, caused by

- a) pollution or contamination which itself results from an insured Peril
- b) an Insured Peril which itself results from pollution or contamination

War and terrorism (applicable to Sections 1, 2 & 3)

- a) damage, or loss or interruption or interference caused by or contributed to, by or in connection with, in whatever form, directly or indirectly, any act of war or act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss nor will the insurer have any liability for loss, damage, costs and expenses directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action controlling, preventing, suppressing, retaliating against or responding to any act of war or act of **terrorism**.
- b) In any action, suit or other proceedings where the insurer alleges that by reason of this exclusion any loss, destruction, damage, cost, expense, consequential loss or injury is not covered by this policy, the burden of proving that such loss is covered shall be upon the insured.

Act of terrorism definition

For all territories other than England, Wales and Scotland

Act of **terrorism** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group (s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) endangers life other than that of the person committing the action; or
- b) involves violence against one or more persons; or
- c) involves damage to property; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

For England, Wales and Scotland

Act of **terrorism** means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Windthrow

Damage to any Declaration where Damage is to growing timber in excess of 55 years of age

Change in Water Table

Damage solely attributable to a change in the level of the Water Table.

Special Conditions (applicable to Sections 1 & 2)

Subrogation

Any claimant under this insurance shall at the request of and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon paying for or making good any Damage under this Insurance whether such acts and things shall be or become necessary or required before or after their indemnification by the Company.

Subrogation Waiver

In the event of a claim arising under this Policy, the Company agrees to waive any rights, remedies or relief, to which they might become subrogated against any Company standing in the relation of Parent to Subsidiary to Parent to the Insured or any Company who is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary (in each case within the meaning of Section 154 of the Companies Act 1984).

Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such differences shall be referred to an Arbitrator to be appointed by the Parties in accordance with the Statutory Provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right or action against the Company.

Salvage

Salvage shall remain the property of the Insurer.

Portfolio Excess Wording

Applicable only to owners with more than one property who have opted for the Portfolio Excess option in return for an additional premium charge. Where the portfolio excess applies as stated in the certificate of insurance the **Company** shall not be liable for:

Section 1 the first £2,500 each and every claim in respect of damage from a single event to multiple properties under the same ownership.

Section 2 the first £10,000 each and every claim in respect of damage from a single event to multiple properties under the same ownership

Scheme Aggregate Limit

In respect of Sections 1 and 2 only of the Policy, notwithstanding the individual sums insured in respect of each Declaration expressed in the Schedule, it is understood and agreed that the total limit of indemnity for all insureds under the Policy shall not exceed GBP30,000,000 in the aggregate during any one period of insurance. In the event that this limit of indemnity is exhausted all claims payments made shall be reduced in proportion to the aggregate claims incurred during the period of insurance

Claims

- a) On the happening of any Damage the Insured shall give notice, thereof in writing to the Company as soon as practicable
- b) The Insured shall within 30 days after becoming aware of any Damage or such further time as the Company may in writing allow at the expenses of the Insured deliver to the Company a claim in writing containing as particular an account as may be reasonably practicable of the several article or portions of Property Damaged and of the amount of Damage together with details of any other insurances on any property hereby insured. The Insured shall also give to the Company such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this insurance shall be payable unless the terms of this condition have been complied with.
- c) The eligibility of any discrete area of damage from a single event will be determined by the appointed qualified loss adjuster.
- d) If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no premium refund will be given.

Contribution

If at the time of Damage resulting in a loss under these Sections there be any other insurances effected by or on behalf of the insured covering such loss or any part of it the liability of the Company shall be limited to its rateable proportion of such loss. If any other insurance shall be subject to average (under insurance) this policy, if not already subject to any such condition of average, shall be subject to average in like manner.

Declaration of Value

The insured undertake to declare to the Company at the inception of each Period of Insurance the Sum Insured on the Property Insured calculated in accordance with the agreed valuation tables, or as manually valued.

The Insured are authorised to make provisional declarations pending confirmation of the Sum Insured calculated in accordance with the agreed tables.

Precautions

The Insured shall take all reasonable precautions for the safety of the property insured.

Section 3 Property Owners' Liability

The Company will subject to the terms exclusion conditions and Limit of Indemnity of this Section and the General Exclusions Conditions and endorsements of this Policy indemnify the Insured against:

- a) All sums which the Insured shall become legally liable to pay as damages and in addition claimants costs and expenses in respect of
 - i) accidental Bodily Injury to any person
 - ii) accidental loss of or damage to Property
 - iii) accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water

happening anywhere within the Territorial Limits during the Period of Insurance in connection with the Business
- b) All costs and expenses incurred with the written consent of the Company in respect of any claim against the Insured, which may be the subject of indemnity under this Section
- c) The payment of solicitors' fees incurred with the written consent of the Company for the representation of the Insured at
 - i) any Coroner's Inquest or Fatal Accident Inquiry in respect of death

- ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property

which may be the subject of indemnity under this Section

Limits of Indemnity (applicable to Section 3)

The maximum limit of liability for any one claim is £5,000,000.

Definitions (applicable to Section 3)

Bodily Injury

Bodily Injury shall mean death, injury, illness or disease

Property

For the purpose of this Section Property shall mean property which is material and tangible

Goods

Goods shall mean any felled timber and any other thing sold or supplied by the Insured in the course of the Business

Pollution

Pollution shall mean:

- a) pollution or contamination by naturally occurring or man made substances forces organisms or any combination of them whether permanent or transitory and however occurring, and,
- b) all loss damage or Bodily Injury directly or indirectly caused by such pollution or contamination

Employee

Employee shall mean:

- a) any person under a contract of service or apprenticeship with the Insured
- b) any of the following:
 - i) any labour master or labour only subcontractor or person supplied by any of them
 - ii) any self employed person
 - iii) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the Insured
- iii) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme

while engaged in working for the Insured in connection with the Business.

Extensions (applicable to Section 3)

1. Notwithstanding Exclusion 1 c) of this Section the Company will be subject to the terms, exclusions, conditions and endorsements of this Section indemnify the Insured against liability in respect of Bodily Injury or loss of or damage to Property arising in respect of any of the Insured Property disposed of by the insured and occurring anywhere in the world.

Provided that the indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing, replacing or making refund in respect of such Insured Property.

2. If the Insured name in the Schedule comprises more than one party the Company will subject to the terms, exclusions, conditions and endorsements of this Section treat party as if a separate Section had been issued to each of them provided that nothing in this Extension shall increase the liability of the Company to pay any amount in respect of any one claim or during any one Period of insurance in excess of the amount stated in the Limit of Indemnity applicable to this Section.
3. The Company will subject to the terms, exclusions, conditions and endorsements of this Section indemnify the Insured against liability arising out of the granting of licences in connection with the Insured Declarations.

Provided that the indemnity shall not apply in respect of Bodily Injury or loss of or damage to Property arising out of direct shooting activities and/or any shooting syndicate or party operated by or participated in by the individual owner.

4. Notwithstanding Exclusion 5 of this Section but subject otherwise to the terms, exclusions, conditions and endorsements of this Section the Company will indemnify the Insured against liability in respect of Bodily Injury or loss of or damage to Property caused solely by Pollution
 - a) which results from a sudden identifiable and unexpected incident and
 - b) which takes place in its entirety at a specific and identified time and place during the Period of Insurance

Provided that

- i) all Pollution which arises out of any one incident shall be deemed to have happened at the time such incident takes place
 - ii) the Company shall not indemnify the Insured under this Extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada
 - iii) nothing in this Extension shall increase the liability of the Company to pay an amount in excess of the Limit of Indemnity applicable to this Section.
5. The Company will subject to the terms, exclusions, conditions and endorsements of this Section indemnify the Insured against liability arising out of bare land sites or unplanted areas in or around woodlands declared hereunder.

Exclusions (applicable to Section 3)

1. The Company shall not indemnify the Insured under this Section of this Policy against liability
 - a) for loss of or damage to Property belonging to the Insured or in the custody or control of the Insured or any Employee of the Insured other than Employees or visitors personal effects (including vehicles)
 - b) arising from the ownership possession or use under the control of the Insured or any Employee of the Insured of
 - i) any mechanically propelled vehicle but this exclusion shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by any road traffic legislation and the Insured is not entitled to indemnity under any other insurance

- ii) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
 - c) caused by Goods after they have ceased to be in the custody or control of the Insured other than as insured under "Extensions to Section 3" No.1.
- 2. The Company shall not indemnify the Insured against liability which is assumed by the Insured by agreement unless liability would have attached in the absence of such agreement.
- 3. The Company shall not indemnify the Insured under this Section against liability for
 - a) punitive or exemplary damages
 - b) multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of this multiplier
- 4. The Company shall not indemnify the Insured under this Section against liability
 - a) in respect of Bodily Injury sustained by any Employee which arises out of and in the course of his employment or engagement by the Insured
 - b) in respect of loss of or damage to or to any costs or expenses incurred in repairing, replacing, recalling or making any refund in respect of any Goods
- 5. The Company shall not indemnify the Insured under this Section against any liability directly or indirectly caused by or contributed to by or arising from Pollution.
- 6. The Company shall not indemnify the Insured for fines, liquidated damages or under any penalty clause.
- 7. The Company shall not indemnify the Insured for any losses occurring in the Republic of Ireland.

Special Conditions (applicable to Section 3)

Property Owners Liability (POL) cover is compulsory and provided as part of the Growing Timber Policy and cannot be provided as sole cover where the material damage cover is arranged elsewhere.

Claims

The insured shall:

- a) give notice, as soon as practicable, to the Company of anything which may give rise to a claim being made against the Insured and for which there may be liability under this Section
- b) advise the Company in writing immediately the Insured has knowledge of any impending prosecution inquest or fatal accident inquiry in connection therewith.

Rights of the Company

The Company shall be entitled at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer promise or other payment shall be made without the written consent of the Company.

Payment Limit

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The Company may at any time at its sole discretion pay to the Insured the maximum sum payable under this Section or any lesser sum for which any claim or claims can be settled and the Company shall not be under any further liability except in respect of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Company's liability for such costs and expenses shall not exceed an amount being in the same proportion as the Company's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

Reasonable Care

The Insured shall take all reasonable care to prevent accidents and on any defect being brought to the notice of the Insured by a complaint from tenants or otherwise shall forthwith take such temporary and additional precautions as the circumstances may require to prevent accidents and shall observe and comply with all bye-laws and directions made by statutory or local authority and shall see that the Property specified in the Schedule and plant and everything used in connection with the Business are kept in good repair.

Where the property insured contains, or is adjacent to, areas of frequent public access (e.g. roadsides, walkways, footpaths, rights of way and bridal paths), the insured shall take all reasonable precautions for the safety of the public and third parties.

Contribution

If at the time of any accident there is or but for the existence of this Section there would be any other policy of indemnity or insurance in favour or effected by or on behalf of the Insured applicable to such claim the Company shall not be liable under this Section to indemnify the Insured in respect of such claims except as beyond the amount which would have been payable under such indemnity or insurance had this Section not been effected.

General Exclusions (applicable to all Sections)

This insurance does not cover:

1. a) Any consequential loss or expense whatsoever .
 - b) any loss or damage or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. Loss or damage occasioned by pressure waves caused by aircraft and other Aerial devices travelling at sonic or supersonic speed.

3 Sanction Limitation and Exclusion Clause

The **insurer** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **insurer** or any member of the **insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

General Conditions (applicable to all Sections)

Insurance Act 'Contracting In' Endorsement

The clauses below are added to and form part of the General terms and conditions of this **policy**.

1. Basis of contract

Any reference to 'basis of the contract' in this **policy** or in the proposal form (if any) is of no effect.

2. Duty of fair presentation

The **insured** must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

3. Remedies for breach of the duty of fair presentation – proposing for this insurance

If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation then the **insurer's** remedies shall be as follows:

- (a) if such breach is deliberate or reckless, the **insurer** may:
 - (i) treat this **policy** as having been terminated from its inception; and
 - (ii) retain the premium;
- (b) if such breach is not deliberate or reckless and the **insurer** would not have entered into this **policy** but for the breach, the **insurer** may by notice to the **insured** treat this **policy** as having been terminated from its inception in which case the **insurer** shall return the premium; and
- (c) in all other cases if, but for the said breach, the **insurer** would have entered into this **policy** but:
 - (i) on different terms (other than terms relating to the premium), the **insurer** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
 - (ii) would have charged a higher premium, the **insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

4. Material changes during the policy period

- 4.1 The **insured** must notify the **insurer** within thirty (30) days of any material change to the **insured**, its **business** or the risks insured if indemnity under this insurance is sought in relation to any such change.
- 4.2 The **insurer** shall not indemnify the **insured** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless the **insurer** has provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

5. Remedies for breach of the duty of fair presentation – variation

If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation in relation to a variation of this **policy**, the **insurer's** remedies shall be as follows:

- (a) if such breach is deliberate or reckless, the **insurer** may:
 - (i) by notice to the **insured** treat this **policy** as having been terminated from the time when the variation was concluded; and
 - (ii) retain the premium;
- (b) if such breach is not deliberate or reckless, and the **insurer** would not have entered into the variation but for the breach, the **insurer** may treat this **policy** as if the variation was never made, in which case the insurer shall return any additional premium relating to the variation; and
- (c) in all other cases if, but for the said breach, the **insurer** would have entered into the variation but:
 - (i) on different terms (other than terms relating to the premium), the **insurer** may require that the variation is treated as if it had been entered into on those different terms;
 - (ii) would have increased the premium by more than it did or at all, the **insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or
 - (iii) would not have reduced the premium by as much as it did or at all, the **insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

6. Fraudulent claims

- 6.1 If the **insured** or anyone acting on its behalf makes a fraudulent claim under this **policy**, the **insurer**:
 - (a) is not liable to pay the claim;
 - (b) may recover any part of the claim already paid from the relevant **insured**; and
 - (c) may by notice to the **insured** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case the **insurer** is not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.
- 6.2 These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

7. Incorporation

- 7.1 The provisions of this endorsement replace the following provisions in the **policy**:
 - (a) Material inaccuracy clause;
 - (b) Material alteration clause; and
 - (c) Fraud clause (where applicable)

Identification

The Schedule and the Sections of the Policy shall be deemed to be incorporated in and form part of this Policy and the expressions "this Policy" wherever used in this contract shall be read as including this said Schedule and Sections.

Policy Voidable

The cover by this Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular but only in respect of that Declaration to which such misrepresentations, misdescription or non-disclosure applies.

Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or by anyone acting on behalf of the Insured to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited but only in respect of the individual Insured concerned.

Misstatement

It is understood and agreed that any act omission statement or misstatement on the part of any individual Insured which may vitiate any claims or render this policy void shall have such effect only as to the rights and interests of that particular Insured and shall not prejudice the rights and interests of any other Insured under the policy.

Inspection & Audit

The Company shall be permitted but not obliged to inspect the Insured's property at any time, subject to reasonable written notice being given to the Insured. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute any undertaking, on behalf of, or for the benefit of the Insured or others, to determine or warrant that such property is safe.

Interpretation

In the event of any inconsistency of any word or expression to which a specific meaning has attached and the Schedule Definitions, Sections, Extensions, Exclusions, Special Conditions and Endorsements of this Policy shall be read together as one contract and shall prevail wherever they may appear.

Self-Employed Persons

It is noted and agreed certain categories of self-employed persons are accepted by the Company as being "Employees of the Insured" and the Company agrees not to proceed with rights of subrogation against such persons without prior consent of the Insured.

Other Interests

Various parties may from time to time have an interest in this insurance and the Insured undertake to declare the names of such parties to the Company prior to settlement of any claim hereunder.

Misdeclaration

It is agreed that the Company will not invalidate claims where a misdeclaration has been made provided immediately an error is known to the Cover Holder the Property Insured is correctly declared and the premium adjusted accordingly.

Material Alteration

The Insured shall give the Company immediate notice in writing of any alteration which materially affects the Property Insured.

Cancellation

In the event of General Condition 3 being invoked by the Company, the Company may cancel the insurance provided by this Policy by giving fourteen days notice by recorded delivery to the Insured's last known address.

Choice of Law

This Policy of insurance shall be governed by and construed in accordance with the laws of England and Wales for Declarations in England and Wales, and Scotland for Declarations in Scotland and the courts of such countries alone shall have jurisdiction in respect of disputes hereunder.

Contracts (Rights of Third Parties) Act 1999

A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This condition does not affect any right or remedy which exists or is available notwithstanding such Act.

Late payment of claims

The **insurer** shall, pursuant to section 13A of the Insurance Act 2015, pay any sum due in respect of a valid claim within a reasonable time (which includes a reasonable time to investigate and assess the claim).

Data Privacy Notice

Any personal data provided to the insurer will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at <https://qbeeurope.com/privacy-policy/>. Alternatively the insured may contact the insurer's Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

Excesses

The Company shall not be liable, in respect of:-

- Section 1** the first £2,500 each and every claim. Portfolio Excess Wording will apply if stated in the Certificate of Insurance.
(Landslip: the first £500 each and every loss of each and every Declaration)
- Section 2** **the first** £10,000 each and every claim. Portfolio Excess Wording will apply if stated in the Certificate of Insurance.
- Section 3** the first £500 of each and every loss for third party property damage.