



# **Growing Timber Advantage Insurance**

Giving you the advantage

**Policy Terms**

# Giving you the confidence to achieve your ambitions

## Tilhill

Tilhill Forestry Limited ("Tilhill"), Kings Park House, Laurelhill Business Park, Stirling FK7 9NS (Registered Company Number 03242286) is authorised by the FCA to act as an agent under reference number 309846.

## Why QBE?

Our aim is giving you the confidence to achieve your ambitions. We help you manage the risks that could hold you back – so you can stay focused on your goals.

In a world of ever-changing challenges and risk exposures, we are committed to keeping you fully covered – and helping you manage a range of key issues.

## Privacy notice

Any personal data provided to us 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/>

## Award winning claims service

When it comes to claims, our priority is getting you back on track as fast as possible after you've suffered a loss. We'll support you through every stage in the process, bringing in the right expertise at the right time to deliver the best outcome possible.

We are supported by an expert panel of suppliers that share QBE's ethos and approach to putting customers first. We also offer a range of related services, including award-winning Rehabilitation and Fraud services, as well as comprehensive risk management support.

To find out more please visit the Claims section on our website: [QBEurope.com/claims](https://qbeeurope.com/claims)

Your satisfaction is the true test of our service. But it is always good to receive additional validation in the form of industry award wins. To see some of the awards we have won recently please visit the awards and recognition page on our website: [QBEurope.com/careers/awards](https://qbeeurope.com/careers/awards)

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## 2. Policy Guide

### 2.1 Your policy

- a) The **policy** is made up of the terms contained in this document, the **schedule** (including any substitution **schedule**) and any endorsements.
- b) Together these form the **policy** and set out the scope of this insurance.
- c) **Your policy** is a legally binding insurance contract. Please read all parts carefully and if **you** require clarification of the terms, conditions or exclusions please contact **Tilhill**.
- d) All headings in this **policy** are shown in bold. Other than in the headings, words in bold carry specific meanings which are set out in the 'General Definitions' **section**.
- e) Words conveying the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed to include any individual, company, partnership or other legal entity.
- f) Any reference to legislation or regulations or industry guidance or standards in the **policy** extends to apply to any, or any subsequent, amending or replacement legislation or regulations, guidance or standards, and to any other legislation or regulation, guidance or standards of similar intent if applicable.



This section explains the basis on which cover is provided.

### 2.2 Navigation

- a) Each **section** sets out the extent of cover, how the indemnity under this **policy** may be limited and other relevant terms and conditions applicable to that **section**. Cover is subject to the terms, conditions, limitations and exclusions of the **policy**.
- b) Certain terms apply to the whole **policy** and they are set out in the following **sections**:
  - i. General Definitions;
  - ii. General Exclusions;
  - iii. General Claims Conditions and Requirements;
  - iv. General Terms; and
  - v. How to Complain.

### 2.3 Fair presentation

- a) It is important that **you** have made a fair presentation of the risks which are insured by this **policy**, in accordance with the terms of the Insurance Act 2015.
- b) **Your** obligations in this regard, and **our** rights, are as set out in the Insurance Act 2015.
- c) If **you** have failed to make a fair presentation of the risk, this could lead to a reduction in the amount for which **we** will indemnify **you**, no payment being made under this **policy**, or the **policy** being treated as never having come into force in the first place, depending on the circumstances.

### 2.4 Compliance with policy terms

- a) The **policy** contains a number of terms which **you** must comply with.
- b) Compliance with these terms is particularly important to **our** decision to insure **you** under this **policy**.
- c) The consequences for breach of certain terms are potentially serious and are set out in the Insurance Act 2015. At the most serious, breach of these terms may mean that **you lose your** entitlement to claim under this **policy**.
- d) Additional terms may also be included in any endorsements to the **policy**, and **you** should check these carefully as they may also affect **our** obligation to indemnify **you** under the **policy**.

### 2.5 Setting your limits and Overall loss limit, limit of indemnity, sum insureds

- a) For all items of **property insured** for which the **schedule** shows a **sum insured**, the **sum insured** should be set at the maximum amount for which **we** could indemnify **you** in relation to a **forest property** were that item of **property insured** entirely destroyed. The **sum insured** must remain adequate throughout the **period of insurance** and any renewal. That means **you** should make allowance for any potential increases in value that may occur during the **period of insurance**.

- b) The **overall loss limit, limit(s) of indemnity, sum insureds** and **sub-limits** act as a cap on the amount for which **we** will indemnify **you** under this **policy**. The way these provisions operate is set out in the relevant **sections**, the 'General Definitions' **section** and/or the 'General Terms' **section** of the **policy**.
- c) It is essential that the **overall loss limit, limit(s) of indemnity, sum insureds** and **sub-limits** are adequate for **your** needs. If **your** loss exceeds these, **you** will face uninsured liability and costs.
- d) It is **your** responsibility to request appropriate **overall loss limit**, and **limit(s) of indemnity, sum insured** and **sub-limit(s)**. If **you** are in any doubt as to the adequacy of any of these amounts as provided for in the **policy**, please contact **Tilhill**.

## 2.6 Premium payment

- a) **We** will indemnify **you**, in accordance with and subject to the terms of the **policy**, in consideration of the payment to **Tilhill** or **us** of the premium set out in the **schedule** for the **period of insurance**.
- b) Unless expressly stated otherwise in a separate written agreement, if **you** do not pay any premium plus any applicable taxes/levies to **Tilhill** or **us** by the due date in the **schedule**, **we** may give **you** written notice cancelling the **policy** with effect from the seven (7) days after the notice has been served.
- c) The **policy** will continue if the late premium is paid and accepted before the cancellation takes effect.
- d) Notice of cancellation is deemed to be served (i) three (3) days after postage if sent by pre-paid post properly addressed, or (ii) on the same day if sent electronically and properly addressed.
- e) In the event of cancellation, premium is due to **Tilhill** or **us** on a pro rata basis for the period that **we** are on risk. If there has been a loss or **occurrence** before the cancellation date of cancellation which gives rise to a valid claim under this **policy**, however, then the full contract premium is payable to **Tilhill** or **us**.
- f) **We** may, at **our** discretion, deduct overdue unpaid premium from claims settlements but shall not set off or deduct premium that is not overdue.

## 3. Notification of Claims

### 3.1 Notification of Claims


**We** pride ourselves on placing the effective management and handling of claims at the heart of **our** business. **Our** claims teams have the skills and expertise to ensure that all claims are processed effectively and in a timely manner.

The claim notification procedures are explained in this wording booklet at the 'General Claims Conditions and Requirements' **section**. Please ensure that **you** are familiar with those procedures, as **we** may not pay **your** claim if **you** do not comply.

Claim notification contact details are set out in the **schedule**.

## 4. General Definitions

Terms appearing in bold in this **policy** bear the following definitions. Where the **policy** uses undefined terms (i.e. terms not in bold type), these bear their ordinary meaning.

 This section gives meaning to words in bold in the policy.

### 4.1 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;
- b) involves violence against one or more persons;
- c) involves **damage** to property;
- 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.

### 4.2 Asbestos

means asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.

### 4.3 Additional property insured

means forest roads, footpaths, bridges, walls, gates, fences, highseats, picnic tables, signs and firefighting equipment and culverts which:

- a) belongs to **you** or for which **you** are responsible;
- b) is located in a **forest property** listed in the **schedule**; and
- c) is entirely within the **territorial limits**.

### 4.4 Aircraft

means:

- a) aircraft;
- b) other aerial devices including drones;
- c) spacecraft;
- d) satellites; and
- e) articles falling or dropped from any of a) to d).

### 4.5 Breakdown

means the actual failure, distortion, breaking or burning out of any part of a machine or computer whilst in use caused solely by either mechanical or electrical defects in the internal components or failure or fluctuation of the electricity supply, in either case resulting in sudden stoppage of the functions of the machine or computer and necessitating repair or replacement of components before it can resume working.

### 4.6 Business

means **your** activities set out in the **schedule** at the **forest property**.

### 4.7 (to) Cause / caused by

means to result directly and solely in an **occurrence**, event or liability which would otherwise not have taken place.

### 4.8 Claim

means:

- a) the receipt by **you** of any written notice or demand for compensation made by a third party against **you**;

- b) any writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or notice served on **you**;
- c) any written notice of intention to commence legal proceedings against **you**.

**Claim** is deemed to include circumstances which may give rise to a claim for indemnity under the 'Property Owners' Liability' **section**.

Where the word 'claim' is used as an undefined term (i.e. not in bold type) it refers to a claim by **you** under the **policy**, unless the context otherwise requires.

#### 4.9 Change in water table

means **damage** solely attributable to a change in the level of the water table.

#### 4.10 Communicable disease

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

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

#### 4.11 Computer equipment

means all desktops, laptops, tablets, servers, **data** storage devices, networking equipment or on-site back up facilities, and manufacturer installed software.

#### 4.12 Computer system

means any **computer equipment** and any other computer, hardware, software, technology, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility and ancillary equipment whether or not owned or operated by **you** or any other party.

#### 4.13 (to) Contribute to / contributed to by

means to:

- a) result directly or indirectly in an **occurrence**, event or liability;
- b) contribute wholly or partly to an **occurrence**, event or liability; and/or
- c) increase the risk of an **occurrence**, event or liability.

#### 4.14 Cyber act

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

#### 4.15 Cyber event

means any programming or operator error whether by **you** or any other person or persons, or any unintentional or unplanned whole or partial outage of **your computer system** not directly caused by physical loss or **damage** affecting access to, processing of, use of or operation of any **computer system**.

Where a **cyber event** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**, the **cyber event** will be considered to be a **cyber act**.

#### 4.16 Cyber incident

means:



- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

#### 4.17 Cyber loss

means any loss, **damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- a) error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system** or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**; or
- b) **cyber act**.

#### 4.18 Damage / damaged

means for the:

- a) 'Property Damage' and 'Exclusions to the Property Damage Section' **sections**, physical loss of, physical destruction of or physical damage to tangible property; and
- b) 'Property Owners' Liability' and the 'Exclusions to Property Owners' Liability Section' **sections**, physical loss of, physical destruction of or physical damage to tangible property which **is caused by an occurrence**.

#### 4.19 Data

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

#### 4.20 Data processing media

means any **property insured** on which data can be stored but not the **data** itself.

#### 4.21 Data protection law

means all applicable data protection and privacy legislation, regulations and guidance in any country, province, state, territory or jurisdiction which govern the use, confidentiality, security and protection of **personally identifiable information** and any guidance or codes of practice issued by any applicable **data protection regulator** or governmental entity from time to time including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "**GDPR**") and Data Protection Act 2018, the **GDPR** as it forms part of the laws of the **United Kingdom** by virtue of section 3 of the European Union (Withdrawal) Act 2018, all legislation enacted in the UK in respect of the protection of personal data, and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any guidance or codes of practice issued by any **data protection regulator** from time to time (all as amended, updated or reenacted from time to time).

#### 4.22 Data protection regulator

means the Information Commissioner's Office, the Article 29 Working Party and the European Data Protection Board and any other supervisory authority with jurisdiction over **you**, and in each case any successor body from time to time.

#### 4.23 Defect

means the ordinary meaning of a defect but will also include circumstances where an **end product** is not fit for purpose.

#### 4.24 Defence costs

means reasonable and necessary costs and expenses **you** incur for:

- a) the investigation, adjustment, defence or settlement of a **claim** covered by the **policy**;
- b) legal representation at a Coroner's Court or Fatal Accident Inquiry in respect of death which could give rise to a claim under the **policy**;
- c) attendance at court as a witness at **our** request, payable at the following rates per day on which attendance is required:
  - i. a director or partner – GBP500; or

- ii. **other insured party** (other than a director or partner) – GBP250.

excluding costs and expenses which:

- a) are recoverable from **you** by any claimant or investigating or prosecuting authority;
- b) are contributed to by the deliberate act or omission of **you** or an **employee**;
- c) relate to improvement or prohibition notices, remedial or publicity orders or steps required to be taken by such orders;
- d) relate to attendance or representation at a public inquiry; or
- e) are covered wholly or partly by another insurance policy.

If **you** appoint a firm of solicitors other than a **panel firm**, **our** liability for **defence costs** will not exceed the **legal costs sub-limit(s)** specified in the **schedule**.

**Defence costs** do not include (and this **policy** does not cover) **your** own internal costs and expenses, management time or employee time or any adjusters' fees.

#### 4.25 Defined peril

means fire, lightning, explosion, **earthquake**, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, **flood**, **storm**, escape of water or oil from any tank or pipe, sprinkler leakage, theft or impact by any vehicle or animal provided that such perils are insured under the 'Property Damage' **section**.

#### 4.26 DPA

means the Data Protection Act 2018.

#### 4.27 Earthquake

means earth movement, including landslide, mudflow, tsunami, volcanic eruption, earth sinking, earth rising or shifting (including collapse, cracking or shifting of buildings, structures or their parts), as a direct and immediate result of a sudden release of energy in the earth's crust creating seismic waves and including **damage** resulting directly from earthquake.

#### 4.28 Electronic data

means facts, concepts, and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

#### 4.29 Employee

means a person:

- a) engaged under a contract of service or apprenticeship with **you**;
- b) acting in the capacity of **your** non-executive director; or
- c) who works for **you** in the course of **your business** including but not limited to:
  - i. persons on secondment from another company who are not an insured under the **policy**;
  - ii. labour masters or persons supplied by them;
  - iii. labour-only subcontractors;
  - iv. self-employed persons;
  - v. drivers or hired-in plant operators;
  - vi. persons engaged under work experience, training, study, exchange or similar schemes;
  - vii. any officer, member or voluntary helper of the organisations or services stated in the **business**;
  - viii. voluntary workers, helpers and instructors;
  - ix. persons working under the Sentencing Act 2020, or the Criminal Procedure (Scotland) Act 1995;
  - x. outworkers or homeworkers;
  - xi. any other person defined under Sections 32(1), 35(2) and 54(3)(b) of the National Minimum Wage Act 1998;

- xii. prospective **employees** who are being assessed by **you** as to their suitability for employment; or
- xiii. persons a court in the **United Kingdom** deems to be an **employee**.

#### 4.30 End product

means tangible property (not being **your product**) into which **your product** is physically incorporated.

#### 4.31 Excess

means the first amount(s) payable by **you** which shall apply in respect of anyone **occurrence** unless stated otherwise in the **schedule**, as ascertained after the application of all other terms and conditions of this **policy**.

#### 4.32 Explosion

means any explosion excluding **damage**:

- a) occasioned by the bursting of a boiler economiser or other vessel machine or apparatus **you** own or control in which internal pressure is due to steam only; or
- b) to or of vessels, machinery, apparatus or any of their contents resulting from the explosion.

#### 4.33 Felled timber

means timber lying or stacked within a **forest property** after being cut but before being removed from the **forest property**, not including timber that has blown over or snapped as a result of **windthrow**.

#### 4.34 Financial loss

means an economic loss which is not **caused** by **personal injury** or **damage**.

#### 4.35 Flood

means the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including run-off of water or flash flooding during or after a **storm**; rising water, surface water or waves; tidal waves or tidal water (but not tsunami); overflow of streams, rivers, lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not.

#### 4.36 Forestry manager

means **Tilhill**.

#### 4.37 Forest property

means an area of land used to grow timber which is:

- a) expressly identified in the **schedule** as 'Covered forest property';
- b) whose location **Tilhill** has recorded as comprising a forest property; and
- c) whose boundaries are marked in red on a map held within **Tilhill**'s records including any **sub-compartment(s)** within those boundaries.

#### 4.38 Fungal pathogens

means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to, mould, mildew, mycotoxins, bacteria, spores or any biogenic aerosols.

#### 4.39 GDPR

means the General Data Protection Regulation 2016/679 and UK General Data Protection Regulation.

#### 4.40 Growing Timber

means cultivating trees located in a **forest property**, but excluding cultivating trees aged over fifty-four years (54) located in a **forest property** when damaged by **windthrow**.

#### 4.41 Incident

means accidental **damage** occurring during the **period of insurance** to property used by **you** at **your** premises for the purpose of the **business** within the **territorial limits**.

#### 4.42 Insured

means the company or other organisation shown as insured in the **schedule** including its **subsidiary companies** which are in existence at the inception date of this **policy** and have been declared to **us** until such time as they may be sold or otherwise disposed of (but not excluding any liabilities incurred prior to disposal).

#### 4.43 Insurer

means the party specified as insurer in the **schedule**.

#### 4.44 Jurisdiction

means the jurisdiction (if any) specified in the **schedule** as applying to a **section**.

#### 4.45 Landslip

means landslip which is not caused by or in connection with:

- 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, or removal or weakening of support;
- d) defective workmanship, materials or design; or
- e) any cause which began before the landslip occurred.

#### 4.46 Legal costs

means legal costs, charges, fees, expenses and advances in respect of the same (other than salaries, commissions, expenses or other benefits of **insureds**).

#### 4.47 Legionella

means any discharge release or escape of legionella bacteria from water tanks, water systems, air-conditioning plants, cooling towers and the like.

#### 4.48 Limit of indemnity

means **our** maximum liability as specified in the **schedule**.

#### 4.49 Money

means both negotiable money and non-negotiable money.

#### 4.50 Negotiable money

means cash, bank and currency notes, uncrossed cheques or orders, or cash/sales/debit vouchers for use by **you** or any of **your** partners, directors or **employees** in connection with **your business**, all belonging to **you** or for which **you** have accepted responsibility.

#### 4.51 Non-negotiable money

means crossed warrants or cheques or other money orders/drafts/bonds or invoices, all belonging to **you** or for which **you** have accepted responsibility.

#### 4.52 Nuclear hazards

mean:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, nuclear reactor or other explosive nuclear assembly or nuclear component thereof;
- c) any weapon or device employing nuclear fission or fusion or other similar reaction or radioactive force or matter, or any combination of these;

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or industrial purposes in accordance with all applicable laws and regulations governing such matters.

#### 4.53 Occurrence

for the purpose of the 'Property Owners' Liability' and 'Exclusions to the Property Owners' Liability' **sections** means:

- a) an accident. With the exception of **pollution** incidents, this includes continuous and repeated exposure to substantially the same general harmful conditions, which gives rise to liability insured by a **section** of the **policy**;
- b) all accidents attributable to one original source or cause will be considered as a single occurrence.

For the purpose of the 'Property Damage' and 'Exclusions to the Property Damage' means a single loss or series of losses directly or indirectly caused by, arising out of or in connection with a single event or a single original cause.

#### 4.54 Other insured party(ies)

means:

- a) **your** directors, partners, **employees** or former **employees**;
- b) officers, members' committee and/or **employees** and voluntary helpers of **your** welfare and social organisations;
- c) officers and members of **your** security and emergency services or medical organisations (other than any qualified medical practitioner working in their professional capacities);
- d) **your** directors or partners or executives in respect of private work undertaken by any **employee** for **your** directors, partners or executives; and
- e) officers or trustees of **your** pension scheme(s), in their respective capacities as such.

#### 4.55 Overall loss limit

means the sum stated in the **schedule** as the maximum amount for which **we** will indemnify **you** under the **policy** under a **section** of the **policy** for all claims connected with the same single occurrence made under any one insured **section**.

The operation of the overall loss limit is set out in the 'General Terms' **section**.

#### 4.56 Panel firm

means any law firm that is formally appointed to **our** claims panel. Where there is no **panel firm** formally appointed to service the jurisdiction in which the claim is being pursued, any law firm appointed with **our** written consent. Such consent shall not unreasonably be withheld.

#### 4.57 Perils insured

means the perils shown as included under the heading 'Perils insured' in the **schedule**.

#### 4.58 Period of insurance

means the time period as shown in the **schedule**, which will refer to Greenwich Mean Time (GMT) unless otherwise specified.

#### 4.59 Personal injury

means:

- a) bodily injury;
- b) death and resulting losses which become payable under the Fatal Accidents Act 1976 and the Damages (Scotland) Act 2011;
- c) physical illness and disease; and
- d) medically diagnosed psychiatric condition;

which is caused by an **occurrence**.

#### 4.60 Personally identifiable information

means any information from which an individual may be uniquely and reliably, either directly or indirectly, identified or contacted and to the extent more broadly defined, has the meaning given to 'Personal Data' under **data protection law**.

#### 4.61 Policy

means this document, the **schedule** (including any substitute **schedule**) and any endorsements.

#### 4.62 Pollution

means:

- a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) at any time but not including any discharge release or escape of airborne or waterborne pathogens from water tanks, water systems, air conditioning plants, cooling towers or similar except in respect of **legionella**; and
- b) any cost, expense, claim or suit arising out of any request, demand or order arising from actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) at any time that **you** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of such pollutants.

#### 4.63 Preventative costs

means costs which **you** necessarily and reasonably incur to avoid or mitigate the impact of an imminent threat of **pollution** which is likely to give rise to a claim under the **policy**.

#### 4.64 Product

means any property (including integral software provided on a tangible medium, packaging, containers, labels and instructions for use) after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, grown, supplied, distributed, treated, serviced, altered or repaired by **you** or on **your** behalf.

The term 'product' excludes property rented to or located for use by third parties.

#### 4.65 Property insured

means **growing timber** which **you** own or for which **you** are responsible and which is:

- a) located in a **forest property** listed in the **schedule**; and
- b) entirely within the **territorial limits**.

#### 4.66 Schedule

means the document which details **your** insurance, the limits of cover and any endorsements that may apply.

#### 4.67 Section / sub-section

means a section of the **policy** or sub-section of a section (including extensions) that forms part of the **policy** but only if included in the **schedule**:

#### 4.68 Storm

means rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon but not including flood or earthquake.

#### 4.69 Sub-compartment

means an area of land which is:

- a) located within the **forest property** identified in the **schedule** as 'Covered forest property';
- b) whose location **Tilhill** has recorded as comprising a sub-compartment; and
- c) whose boundaries are marked on a sub-compartment map held within **Tilhill's** records.

#### 4.70 Sub-limit

means the sum stated in the **schedule** as the maximum amount for which **we** will indemnify **you** under this **policy** in respect of the insured cause of **damage** or loss, extension, condition or **sub-section** where a **sub-limit** is included in the **schedule**.

The operation of the **sub-limits** are set out in the 'General Terms' **section** of this **policy**.

#### 4.71 Subsidiary company

means any company being subsidiary to **you** within the meaning of the Companies Act 2006.

#### 4.72 Sum insured

means the maximum for which **we** will indemnify **you** under this **policy** in respect of all claims during the **period of insurance** for the item of **property insured** or **section** of the **policy** against which the sum insured is stated in the **schedule** regardless of the number of **occurrences** giving rise to claims or the number of entities, persons or interested parties making the claim or claims under this **policy**.

The operation of the sums insured is set out in the 'General Terms' **section** of this **policy**.

#### 4.73 Territorial limits

means the territorial limits described in the **schedule**.

#### 4.74 Tilhill

means Tilhill Forestry Limited, Kings Park House, Laurelhill Business Park, Stirling FK7 9NS.

#### 4.75 Transit

means being carried to its destination (other than by sea or air), by any transport vehicle including during loading and unloading, and whilst in temporary storage in the course of being carried to its destination.

#### 4.76 United Kingdom

means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

#### 4.77 War

means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation or expropriation by order of any public authority or government de jure or de facto or martial law but not including an **act of terrorism**.

#### 4.78 Water table

means the vertical distance from the surface of the earth to underground water being the surface at which the soil or rocks are permanently saturated with water.

#### 4.79 We/our/us

means the party specified as **insurer** in the **schedule**.

#### 4.80 Windthrow

means wind, rain, hail ice, snow or **storm** causing **growing timber** to blow over or snap.

#### 4.81 You/Your

means the person or entity (including any **subsidiary company**) stated in the **schedule** as insured, including the **insured**.

## 5. Property Damage

### 5.1 Property Damage Cover

We will indemnify **you** in accordance with the 'Basis of settlement' conditions in the 'Other Terms and Conditions' section for **damage** to the **property insured** caused by a **peril insured** provided that:

- a) the **damage** occurs during the **period of insurance**;
- b) unless stated otherwise, the **property insured** is located in an insured **forest property** within the **territorial limits**; and
- c) the amount for which **we** will indemnify **you** will not exceed the applicable **limit of indemnity**, **sum insured** or any applicable **sub-limit(s)** stated in the **policy** or **schedule**.



This section gives details of the cover, any extensions, exclusions or terms applicable to Property Damage

### 5.2 Property Damage Standard Extensions

We will indemnify **you** as set out in this **policy** for:

#### 5.2.1 Additional property insured

accidental **damage** to **additional property insured** provided that the **damage** occurs during the **period of insurance**.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £200,000 per **occurrence** and per **forest property**.

#### 5.2.2 Additions

additional property not included in a **forest property** listed in the **schedule** as **property insured** after the **period of insurance** begins (with cover to run from **policy** inception) if **you**:

- a) provide details of such additional property as soon as reasonably practicable and, in any event, no later than three (3) months after the **period of insurance** begins or the next available declaration in relation to the **forest property** made by **you** to **us**; and
- b) pay any additional premium on all such property as from the inception of the **policy** or the date **your** interest in such property is acquired.

If no **limit of indemnity** is shown in the **schedule**, this extension will be subject to a **limit of indemnity** of £3,000,000 per **forest property**.

#### 5.2.3 Aerial photography

the aerial photography costs incurred by **you** with **our** prior written consent.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £5,000 per **occurrence** and per **forest property**.

#### 5.2.4 Debris removal

the reasonable and necessary costs incurred by **you** with **our** prior written consent in:

- a) removing and/or disposing of debris caused by **damage** to the **property insured** by an **peril insured**;
- b) cleaning or clearing drains, sewers and/or gutters at the site of the **damaged property insured** and the adjacent area within two hundred and fifty metres (250m) of the **damaged** property site;
- c) undertaking additional work necessary for prudent woodland management as a direct result of an **peril insured** causing **damage** to the **property insured**;

save that **we** will not indemnify any such costs:

- i. **you** incur at any location where an **peril insured** does not cause **damage** to the **property insured**; or
- ii. in connection with **pollution**.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £75,000 per **occurrence** and **forest property**.

#### 5.2.5 Errors and omissions

**damage** to property for which **you** are responsible and which is not otherwise insured under this **policy** due to inadvertent error or omission or an incorrect description of the **property insured** by **you** or the **forestry manager**, provided that:



- a) notice is given to **us** as soon as reasonably practicable upon discovery of any such error or omission;
- b) **you** pay any extra premium on all such property as from the inception of the **policy** or the date **your** interest in such property is acquired; and
- c) this extension will not be construed to cover any property or cause that would otherwise be excluded by the **policy**.

This extension is expressly subject to any **excess** that would have applied if the property had been properly insured.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £350,000 per **occurrence**/per **claim** and per **forest property**.

#### 5.2.6 Felled timber

**damage** to **felled timber** caused by a **peril insured**.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £100,000 per **occurrence** and per **forest property**.

#### 5.2.7 Fire fighting costs

the reasonable costs incurred by **you** in:

- a) fighting fires on or around the **property insured**; and/or
- b) seeking to prevent fire spreading onto the **property insured** from any adjoining location; provided that **we** will only indemnify **you** for costs in connection with helicopters used to fight or prevent fire if the relevant fire authority formally assumes control of such helicopters.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £200,000 per **occurrence** and in the aggregate for all the **forest properties**.

#### 5.2.8 Landslip

**damage** to **property insured** occasioned by **landslip**.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £200,000 per **occurrence** and per **forest property**.

#### 5.2.9 Management felling

the reasonable costs of felling undamaged **growing timber** that prudent woodland management requires to be felled as a direct result of a **peril insured** causing **damage** to **property insured** during the **period of insurance**.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £75,000 per **occurrence** and per **forest property**.

### 5.3 Property Damage Conditions

#### 5.3.1 Non-invalidity

In the event of an inadvertent act, omission or alteration which increases the risk of **damage** or loss of a kind which is not subject to a **policy** exclusion, and which occurs without **your** authority or knowledge or is beyond **your** control, such material alteration will not invalidate this **policy**, provided that **you**:

- a) have taken all reasonable steps to bring the **policy**'s requirements to the attention of all **employees**, agents or third parties responsible for the operation and management of those aspects of **your business** that are the subject of express obligations imposed by this **policy**; and
- b) give **us** notice as soon as reasonably practicable on knowledge of such act, omission or alteration.

Following notification under this clause, **we** will be entitled to impose additional **policy** terms or conditions or charge additional premium at **our** discretion.

#### 5.3.2 Basis of settlement

In the event of **damage** to **property insured** under the **policy**, the indemnity **we** will pay to **you** will be calculated based on the **sum insured** of the **damaged property insured** shown in the **schedule**.

If all property insured within a **forest property** suffers damage then we will pay the relevant **sum insured** for such **property insured**, subject to any applicable **excess**, **sub-limit** and/or **limit of indemnity**.

If **property insured** within a **forest property** suffers partial **damage**, then **we** will pay a proportion of the relevant **sum insured** for such property based on the ratio of damaged to undamaged **property insured** within the relevant **forest property**, subject to any applicable **excess** and/or **sub-limit**.

Under no circumstances will **we** pay more than the relevant **sum insured(s)**, **sub-limit(s)** and/or the **limit of indemnity**.

### 5.3.3 Precautions

**You** must take all reasonable steps to prevent and mitigate **damage** to the **property insured**.

### 5.3.4 Salvage

If in consequence of **damage** giving rise to a claim **you** hold salvage, including without limitation **growing timber**, it will remain **our** property in all circumstances.

### 5.3.5 Single occurrence – Specified Perils

All claims for losses following **damage** caused by the following perils happening within seventy-two (72) consecutive hours, will be deemed to have been caused by a single **occurrence**:

- a) earthquake;
- b) **flood**; or
- c) windthrow.

Where losses following **damage** caused by these perils happen over a period of greater duration than the above seventy-two (72) hour period, **you** may decide to treat these losses as having been caused by two (2) or more **occurrences** provided that no two (2) periods overlap.

## 6. Exclusions to Property Damage Section

In addition to the 'General Exclusions' below, the following exclusions apply to the 'Property Damage' section.

We will not indemnify **you** for:

 This section details specific exclusions applicable to Property Damage.

### 6.1 Aircraft travelling at supersonic speeds

**damage** caused by pressure waves from aircraft travelling at supersonic speeds.

### 6.2 Boiler explosion and failure

- a) **damage** caused by explosion, failure or collapse of a boiler or economiser (unless it is a boiler or economiser used for domestic purposes only), vessel, machine or pipe work which **you** own or control and in which internal pressure is due to steam only;
- b) **damage** caused by joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection therewith; and
- c) any losses ensuing from a) and b) above.

This exclusion will not apply to any subsequent **damage** resulting from an ensuing cause which is not otherwise excluded.

### 6.3 Communicable disease

**damage**, claim, cost, expense or other amount directly or indirectly caused by, contributed to by or arising out of or in connection with:

- a) a **communicable disease**;
- b) the fear of threat (whether actual or perceived) of a **communicable disease**;
- c) any action taken, restrictions imposed or advice given by any competent authority (including, but not limited to, the Police or other emergency services, local or national government, statutory bodies or professional or regulatory bodies) in connection with the investigation, suppression or prevention of either a **communicable disease** or the feared or potential spread of a **communicable disease**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto and subject to the provisions below.

For the purposes of this exclusion, loss, **damage**, claim, cost, expense or other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- i. for a **communicable disease**; or
- ii. any **property insured** in the **policy** that is affected by such **communicable disease**.

### 6.4 Confiscation

**damage** directly or indirectly caused by, contributed to by or arising out of or in connection with, in whatever form, confiscation or expropriation of property by any act of a public authority, regardless of any other cause or event contributing concurrently or in any other sequence.

### 6.5 Cyber risks

- a) **cyber loss** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber loss**; and
- b) **damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, or arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

However paragraph a) above will not apply to any **damage** to **property insured** under this **policy** caused by any fire or explosion directly and solely caused by a **cyber event** although paragraph a) will continue to apply where the **cyber event** is itself caused by a **cyber act**.

Paragraph b) above will be subject to the proviso that, should **data processing media** owned or operated by **you** suffer **damage** insured by this **policy**, then this **policy** will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **electronic data** from backup or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **electronic data**. If such media is not repaired, replaced or restored the basis of valuation will be the cost of the blank **data processing media**. However, this **policy** excludes any amount pertaining to the value of **electronic data**, to **you** or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

## 6.6 Deliberate acts

**damage** deliberately or recklessly caused by any of **your** principals, directors or partners unless such **damage** results from the use of reasonable force to protect persons or property against a peril the **policy** does not exclude.

## 6.7 Electrical or mechanical breakdown

**damage** caused by electrical or mechanical **breakdown** or failure including but not limited to overrunning, overheating or short-circuiting in addition to losses ensuing from the above; but this exclusion will not apply to any subsequent **damage** resulting from an ensuing cause which is not otherwise excluded.

## 6.8 Excluded property

**damage** to the following property caused by or resulting from **damage** to or in connection with:

- a) livestock, bloodstock, fishstock, growing crops or trees other than **growing timber** or **felled timber**;
- b) watercraft;
- c) railway locomotives or rolling stock or their accessories;
- d) motor vehicles or their contents, accessories, caravans or trailers except for motor vehicles unlicensed for road use;
- e) **money**, bullion, foreign coins, counterfeit or substitute **money**;
- f) land, piers, jetties or excavations;
- g) property in the course of erection or installation;
- h) property in **transit**;
- i) explosives;
- j) **valuables**;
- k) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like; or
- l) moveable property in the open, gates or fences, unless the damage is caused by fire, lightning, aircraft, explosion, **earthquake**, riot, civil commotion or impact.

## 6.9 Faulty workmanship

**damage** caused by defective design, latent defect, the use of defective materials, operator error or omission, faulty workmanship or other inherent flaw.

But this exclusion will not apply to **damage** resulting from an ensuing cause which is not otherwise excluded.

## 6.10 Gradual or environmental changes

- a) **damage** caused by:
  - i. erosion, corrosion, deterioration, wear and tear, marring or scratching, change of temperature;
  - ii. change of colour, texture or finish or inherent vice, rust, infestation, insects or vermin; and/or
  - iii. frost or freezing.

But this exclusion does not apply to subsequent **damage** resulting from an ensuing cause not otherwise excluded.
- b) **damage** or loss caused by mould, mildew, parasites, pests or microorganism of any type, including but not limited to any substance whose presence poses an actual or potential threat to human health.

### 6.11 Indirect loss

any form of financial loss that results from **damage** unless expressly stated as being insured by the **policy**.

### 6.12 Interest

interest on any claim payment or compensation benefit for any reason whatsoever.

### 6.13 Marine impact

**damage** caused by impact with any **property insured** by any waterborne vessel or craft.

### 6.14 Marine insurance cover

**damage** caused by **damage** to shipments until the shipments are fully discharged to **you** or until marine insurance has ceased to cover such shipments, whichever last occurs.

### 6.15 Molten metal or glass

**damage** caused by or consisting of the freezing, solidification or inadvertent escape of molten materials.

### 6.16 Non-specific damage or loss

**damage:**

- a) caused by disappearance or which **you** cannot attribute to a specific incident or which is unexplained, and which **you** have not notified as the 'General Claim Conditions and Requirements' require;
- b) revealed only during an inventory or stocktaking;
- c) caused by or arising from misfiling or misplacing of property, information or data; or caused to **money** except as specifically stated as being insured in the **schedule**.

### 6.17 Pollution

any **damage** directly or indirectly caused by **pollution** or contamination, but this exclusion will not apply to **damage** caused by:

- a) **pollution** or contamination which itself results from a **defined peril**; or
- b) a **defined peril** which itself results from **pollution** or contamination.

### 6.18 Processing

**damage** caused by the **property insured** undergoing any:

- a) process including but not limited to cleaning, repairing, restoring, renovating, testing, commissioning or packaging; and
- b) heating process or any process involving the application of heat;

unless subsequent **damage** results from an ensuing cause which is not otherwise excluded.

but this will not exclude subsequent **damage** resulting from an ensuing cause which is not otherwise excluded.

### 6.19 Riot

**damage** occurring in Northern Ireland caused by riot, civil commotion, strikes, strikers, locked-out workers, persons taking part in labour disturbances or civil commotion, malicious persons or any unlawful association.

### 6.20 Subsidence or collapse

in respect of **additional property insured** or **your** buildings:

- a) subsidence, ground heave or collapse caused by:
  - i. the bedding down of new structures, by settlement;
  - ii. coastal or river erosion; or
  - iii. by the movement of ground or of any of **your** buildings erected on a mining site;
- b) **damage** caused by subsidence, ground heave or collapse to **your** buildings or any part thereof whilst in the course of erection or undergoing demolition or structural repairs;

- c) **damage** caused by subsidence, ground heave or collapse which commenced prior to **our** agreement to provide insurance cover or **damage** which originated prior to the inception of this **policy**; or
- d) **damage** caused by the buildings' own collapse or cracking, however **we** will indemnify **you** in respect of such **damage** if it results from a cause which is not otherwise excluded;

but this exclusion will not apply to subsidence caused by fire, explosion, **earthquake** or the escape of water from any tank, apparatus or pipe or claims under the 'Landslip' extension.

#### 6.21 Tax

the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **property insured**.

#### 6.22 Theft and fraud

**damage** caused by:

- a) theft or attempted theft; or
- b) dishonesty of **your employees**.

#### 6.23 Water table level

**damage** caused by **change in water table level**. For the purpose of this exclusion 'water table level' means the vertical distance from the surface of the earth to underground water being the surface at which the soil or rocks are permanently saturated with water.

This exclusion will not apply to any subsequent **damage** resulting from an ensuing cause which is not otherwise excluded.

#### 6.24 Works

**damage** caused by any:

- a) **contract works** being undertaken at the **forest property**; and
- b) other building or demolition works at the **forest property**, other than routine maintenance, regardless of their value;

unless **you** have notified **us** prior to the commencement of the works and paid any additional premium **we** require.

## 7. Property Owners' Liability

### 7.1 Property Owners' Liability

We will indemnify **you** for legal liability to pay damages and claimant's costs for:

- a) **personal injury**;
- b) **damage**; or
- c) nuisance, trespass, interference with any easement, right of air, light, water or way;

caused by an **occurrence** taking place:

- i. during the **period of insurance**;
- ii. within the **territorial limits**; and
- iii. within the **forest property**;

in connection with the **business**.

### 7.2 Pollution

We will indemnify **you** for legal liability to pay damages or compensation, including claimant's costs recoverable from **you** in respect of any **claim(s)** for **personal injury**, **damage**, denial of access or nuisance arising out of or from **pollution** provided that the **pollution**:

- a) is caused by a sudden, identifiable, unintended and unexpected **occurrence** that takes place in its entirety at a specific place and moment in time during the **period of insurance**; and
- b) arises out of the **business**.

We will not indemnify **you** for any liability in respect of **pollution** happening anywhere in the United States of America or Canada.

### 7.3 Property Owners' Liability defence costs cover

We will indemnify **you** for **defence costs**, provided that:

- a) unless otherwise expressly stated below, **defence costs** are payable in addition to and do not form part of the Property Owners' Liability **limits of indemnity**;
- b) where a firm other than a **panel firm** is appointed, we will pay for **defence costs** in addition to the Property Owners' Liability **limit of indemnity** but only up to the amount specified under the Property Owners' Liability non-**panel firm** legal costs **sub-limit**; and
- c) where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, **our** liability for **defence costs** will be limited to such proportion of the said **defence costs** as the **limit of indemnity** bears to the total amount paid to dispose of the **claim**.

### 7.4 Standard Extensions

We will indemnify **you** as set out in this **policy** for:

#### 7.4.1 Contractual liability

legal liability to pay damages and claimant costs for **personal injury** or **damage** under any agreement **you** have entered into provided such liability would have arisen in the absence of such agreement.

The 'United States of America and Canadian territory' and 'United States of America and Canadian jurisdiction' exclusions apply to claims under this extension.

#### 7.4.2 Cross liabilities


and each legal entity constituting the **insured**, as if a separate policy had been issued to each, except that such obligations will not serve to increase **our limit of indemnity**.

#### 7.4.3 Data Protection

legal liability to pay damages and claimant costs and **defence costs** for a breach of duty in the course of **your business** of:

- a) sections 168 and 169 of the **DPA**; or
- b) article 82 of the **GDPR**;

provided that the breach first occurs during the **period of insurance** and **you** notify any breach to **us** in accordance with this **policy**'s claim notification requirement during the **period of insurance** or **extended reporting period**.

 This section details the cover and any extensions or terms applicable to Property Owners' Liability

At **your** request **we** will indemnify any director, partner or **employee**.

**We** will not indemnify **you** under this extension for legal liability which comprises or is **contributed to** by:

- a) an unauthorised, malicious or criminal act, or series of related unauthorised, malicious or criminal acts, or the threat or hoax of such acts, involving the use or operation of, or access to, any **computer system** or **data**;
- b) a deliberate act or omission of any party entitled to indemnity under the **policy**, the effect of which would knowingly or foreseeably result in liability under the **DPA** or the **GDPR**;
- c) a breach notified to a previous insurer or which is known to **you** at the commencement of the **period of insurance**;
- d) liability which is covered wholly or partly by another insurance policy;
- e) liability for claims or proceedings brought against **you** outside the **United Kingdom**;
- f) distress or loss of control over personal **data** unless also involving **personal injury**;
- g) the recording, processing or provision of **data** for reward or to determine the financial status of a person;
- h) the cost of replacing, reinstating, rectifying or erasing any personal **data**; or
- i) the cost of investigating or reporting a **data** breach to an authority or to **data** subjects.

**We** will not indemnify **you** under this extension unless **you** have registered, **you** are exempt from registration, or **you** have applied to register with the Information Commissioner's Office and **your** application has not been refused or withdrawn.

**Our** maximum liability during the **period of insurance** for all claims under this extension, including interest, damages, claimant costs and **defence costs** (or other as applicable), will not exceed the **sub-limit**.

If this extension is shown as 'INCLUDED' and no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £1,000,000 per **occurrence** and in the aggregate.

Where a firm other than a **panel firm** is appointed, the non-**panel firm legal costs sub-limit** will apply to **defence costs**.

#### 7.4.4 Defective Premises Act 1972

legal liability to pay damages, **defence costs** and claimant costs for **personal injury** or **damage** under section 3 of the Defective Premises Act 1972 or section 5 of the Defective Premises (Northern Ireland) Order 1975.

**We** will not indemnify **you** under this extension for liability which is **contributed to** by any of the following:

- a) premises which **you** own, lease, occupy or possess;
- b) defective workmanship;
- c) the costs of remedying a defect or alleged defect in premises; or
- d) liability which is covered wholly or partly by another insurance policy.

This extension is not subject to a **sub-limit**. However, where a firm other than a **panel firm** is appointed, the non-**panel firm legal costs sub-limit** will apply to **defence costs**.

#### 7.4.5 Environmental Statutory Liability

legal liability to pay or incur any sum, including a statutory debt, for the remediation of **pollution** which is **caused** by a sudden, specific and identifiable **occurrence** and place during the **period of insurance**.

**We** will also pay **preventative costs**.

**We** will not indemnify **you** for:

- a) liability in connection with **damage**;
- b) costs of the removal of the risks of any significant risks of an adverse effect on human health, to or on land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control;
- c) costs of improving or altering the condition of the land, atmosphere, watercourse or body of water beyond that required under any applicable law or regulation at the time remediation commences; or
- d) **pollution** which takes effect outside the **United Kingdom**.



The 'Pollution' exclusion does not apply to claims under the 'Environmental Statutory Liability' extension.

**Our** maximum liability during the **period of insurance** for all claims under this extension, including interest, damages, claimant costs and **defence costs** (or other as applicable), will not exceed the **sub-limit** specified in the **schedule**.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £1,000,000 per **occurrence** and in the aggregate.

Where a firm other than a **panel firm** is appointed, the non-**panel firm legal costs sub-limit** will apply to defence costs.

#### 7.4.6 Indemnity to principals

If **you** would have been entitled to indemnity under the **policy** if a **claim** had been made against **you**, **we** will also indemnify any **other insured party** and any party, including any principal, who **you** have agreed to indemnify to the extent required by such agreement provided any such party observes, fulfils and complies with the applicable **policy** terms as though they were **you**.

#### 7.4.7 Licenses

**We** will indemnify **you** for legal liability to pay damages and claimant's costs arising out of the granting of licences in connection with a **forest property**, other than legal liability to pay damages or claimant's costs in respect of **personal injury**, loss or **damage** to a **forest property** arising out of any shooting activities, shooting syndicates or shooting parties.

#### 7.4.8 Manslaughter and Statutory Defence costs

Reasonable and necessary costs incurred by **you** or any **other insured party** to defend a prosecution for:

##### Manslaughter Defence Costs

- a) manslaughter, corporate manslaughter, culpable homicide, or corporate homicide; or

##### Statutory Defence Costs

- b) breach of statutory duty (not involving manslaughter, corporate manslaughter, culpable homicide, or corporate homicide) which causes **personal injury** to an **employee**;

**caused** by an **occurrence** taking place during the **period of insurance** and in the course of **your business**.

In relation to any such prosecution **we** will also indemnify **you** or any **other insured party** for:

- a) the costs of pursuing an appeal against a conviction if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not; and
- b) an order to pay costs.

**We** will not indemnify **you** or any **other insured party** under this extension for any amount which is covered wholly or partly by another insurance policy or elsewhere in the **policy**.

**Our** maximum liability during the **period of insurance** for all claims under this extension, including interest, damage, claimant costs and defence costs (or other applicable), will not exceed the **sub-limit** specified in the **schedule**.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of £1,000,000 per **occurrence** and in the aggregate.

Where a firm other than a **panel firm** is appointed, the non-**panel firm legal costs sub-limit** will apply to **defence costs**.

#### 7.4.9 Temporary business trip overseas

legal liability to pay damages and claimant costs and **defence costs** in connection with a temporary business trip by any of **your** directors, partners or **employees** (including their family or persons normally resident with them) provided that:

- a) legal liability is incurred in a personal capacity whilst outside their country of domicile;
- b) such a temporary business trip outside their country of domicile does not exceed twelve (12) months; and
- c) such liability is not caused by the ownership or occupation of land or buildings.

At **your** request, **we** will also indemnify the director, partner or **employee** who has incurred liability.

This extension is not subject to a **sub-limit**. However, where a firm other than a **panel firm** is appointed, the non-**panel firm legal costs sub-limit** will apply to **defence costs**.

## 7.5 Property Owners' Liability Conditions

The following conditions apply to this **section**, in addition to the terms included in the 'General Terms' **section**.

### 7.5.1 Accident Prevention

**You** must take all reasonable precautions and care to prevent an **occurrence** from arising or continuing which might give rise to any liability covered under this **section**.

Upon any defect or risk being brought to **your** attention, **you** must immediately take such temporary and additional precautions as the circumstances may require to prevent an **occurrence** from arising or continuing.

**You** must observe and comply with all bye-laws and directions made by the relevant statutory, regulatory or local authority.

**You** must ensure that the **property insured** and everything used in connection with the **business** is kept in good repair.

### 7.5.2 Payment limit

Where **we** have confirmed that the **policy** provides cover under this **section**, **we** may at any time, at **our** sole discretion, pay **you** the maximum sum payable under this **section** or any lesser sum for which any **claim(s)** can be settled. If **we** do so, **we** then have no further liability in respect of any such **claim(s)** except in respect of **defence costs** incurred before **we** made such payment (unless **you** are liable for more than the **limit of indemnity** in which case **our** liability for **defence costs** will be limited to such proportion of the said **defence costs** as the **limit of indemnity** bears to the total amount paid to dispose the **claim**).

### 7.5.3 Subcontractor's insurance check


**We** will only indemnify **you** under the **policy** if **you** comply with the following condition:

When work is undertaken on **your** behalf by independent subcontractors on or near a **forest property**, **you** will establish and maintain an administrative procedure for obtaining evidence that such subcontractors have effected public liability insurance that:

- a) covers the work to be undertaken by them;
- b) is subject to a **limit of indemnity** of not less than £1,000,000; and
- c) includes an 'indemnity to principals' clause.

Such evidence must be obtained prior to work commencing and revalidated every twelve (12) months throughout the duration of **your** contract with the independent subcontractors.

## 8. Exclusions to Property Owners' Liability Section

 This section details specific exclusions relevant to Property Owners' Liability

The following exclusions apply to the Property Owners' Liability **section** in addition to the 'General Exclusions'.

**We** will not indemnify **you** for liability which comprises or is **contributed to by**:

### 8.1.1 Advice design or plans irrespective of a fee being charged

the provision of any professional services including but not limited to advice, design, plans, specifications, formulae, surveys or directions prepared or given by **you** or any **other insured party**, but this will not exclude such liability **caused** by **products** supplied.

### 8.1.2 Aircraft and watercraft

- a) any **product** or part thereof which is related to the flight safety of an **aircraft** and which with **your** knowledge, is intended to be incorporated into the structure, machinery or controls of any **aircraft** or satellite; or
- b) any agreement relating to the ownership, possession or use of any aircraft or other aerial device or satellite, spacecraft or any watercraft other than:
  - i. motor barges not exceeding seventy-five (75) ton capacity on inland waterways;
  - ii. hand-propelled craft, sailing vessels and motor launches not exceeding fifteen (15) metres in length and only when operated in inland waterways;
  - iii. watercraft not belonging to or chartered by **you** but used by **you** for business entertainment provided that such watercraft is primarily owned and operated as a river cruise vessel and insured under a policy of marine insurance.

### 8.1.3 Asbestos

the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to **asbestos**, **asbestos** fibres, **asbestos** dust or **asbestos**-containing materials.

### 8.1.4 Costs of recall or guarantee

expenditure, whether incurred by **you** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement of any **product** or part thereof (or any other product or part thereof of which **your product** forms, or is intended to form, a part or ingredient) and **financial loss** necessary for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement.

### 8.1.5 Cyber Risks

- a) **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**; or
- b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any data, including any amount pertaining to the value of such data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

Paragraph a) above will not apply in respect of any actual or alleged liability for:

- i. any ensuing third party bodily injury, death, physical illness or disease; or
- ii. any ensuing **damage** to or destruction of third party property;

caused by a **cyber incident**, unless that **cyber incident** is contributed to by a **cyber act**.

**We** will not indemnify **you** for any action taken in controlling, preventing, suppressing or remediating a **cyber incident** or a **cyber act**.

#### 8.1.6 Deliberate acts

- a) **personal injury** or **damage**, either expected or intended by **you** or any **other insured party**;
- b) **defence costs** incurred in proceedings consequent upon any deliberate act or omission by or on **your** behalf or by any **other insured party** if the result of such act or omission could reasonably have been expected to constitute an offence.

This exclusion does not apply to **personal injury caused by** the use of reasonable force to protect persons or property.

#### 8.1.7 Employer's liability

**personal injury** to any **employee** arising out of their employment by **you** in **your business**.

#### 8.1.8 Financial loss

financial loss.

#### 8.1.9 Liquidated damages

any liquidated damages clauses, penalty clauses or performance warranties in any agreement into which **you** or **other insured party** has entered, unless it is proven that liability would have attached in the absence of such clauses or warranties.

#### 8.1.10 Material prior to installation

damage to:

- a) that part of property on which **you** are working where the **damage** is the direct result of such work; and
- b) materials, parts or equipment furnished in connection with performance of the work.

**We** will not indemnify **you** for liability for:

- i. the cost of rectifying defective work; and
- ii. any property required to be insured in joint names under a contract.

#### 8.1.11 Overseas domiciled operations

liability in respect of **your subsidiary companies**, branch offices or representatives with power of attorney that are **domiciled** outside of the **United Kingdom**.

#### 8.1.12 Owned or previously owned premises

**pollution**, nuisance, defects or **damage** affecting any premises (including land or water within or below the boundaries) that are presently or were at any time owned, leased, hired or rented by **you** or were otherwise in **your** care, custody or control.

#### 8.1.13 Ownership or use of mechanically propelled vehicles

the ownership, maintenance, operation or use of any mechanically propelled vehicle by **you** or any **other insured party**.

#### 8.1.14 Pollution

**pollution**, unless **caused by** a sudden, identifiable, unintended and unexpected **occurrence** that takes place in its entirety at a specific place and moment in time during the **period of insurance** and arising out of the **business** or escape of **legionella**.

#### 8.1.15 Property in your care, custody and control

**damage** to property which is owned, leased, hired or held on trust by **you** or hired, purchased or on loan to **you** or held otherwise in **your** care, custody or control except in respect of **damage** to:

- a) the personal effects of **employees** and visitors (including mechanically propelled vehicles);
- b) premises (including landlord's fixtures and fittings) rented to **you** in the course of **your business** but always excluding liability:
  - i. under any agreement that would not have attached in absence of such agreement; or
  - ii. for which indemnity is provided to **you** under any other insurance or in any other way; and
- c) premises or their contents which are temporarily occupied by **you** for **work away** but always excluding liability for **damage** to:
  - i. that part of the property on which the **insured** is working and which is **caused by** such **work away**; or

- ii. any property required to be insured in joint names under a contract.

#### 8.1.16 Property manufactured, designed, sold, supplied, repaired or installed

- a) **products** that are sold or supplied as part of a contract for construction, building, erection or installation; and
- b) liability for loss of, destruction of or **damage to products** which have been designed, sold, supplied repaired or installed by the **insured** or any structure or contract works (including materials for incorporation therein);

arising:

- i. prior to certified completion or handover by the **insured**; and/or
- ii. after certified completion or handover by the **insured** where such loss, destruction or **damage is caused by** the defective condition of any part of such property, structure or **contract works**.

#### 8.1.17 Reasonable precautions

**your** risk manager or senior management having failed to take all reasonable precautions to prevent an **occurrence** from arising or continuing.

#### 8.1.18 Rectification of defective work

**damage** to any property or any costs incurred in rectifying property (including any part of the property) which suffers from a known or suspected **defect**.

#### 8.1.19 Statutory and manslaughter defence costs

**defence costs** connected with any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide.

This exclusion will not apply in respect of and to the extent of the indemnity provided by the 'Manslaughter and Statutory defence costs' extension.

#### 8.1.20 Toxic Mould

any **fungal pathogens** whether directly or indirectly, regardless of any other cause or event contributing concurrently or in any sequence to a loss or liability. For the purposes of this exclusion loss or liability includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for **fungal pathogens**.

#### 8.1.21 United States of America and Canadian jurisdiction

any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of the United States of America or Canada.

This exclusion will not apply to visits made in the course of **your business** to undertake non-manual work, but **we** will not indemnify **you** for liability:

- a) under any agreement that would not have attached in the absence of such agreement;
- b) in connection with the ownership, maintenance, operation or use of any mechanically propelled vehicle or watercraft;
- c) **contributed to by pollution**; or
- d) to pay punitive, multiple or exemplary damages.

**We** will not indemnify any entity based in, operating in or **domiciled** in the United States of America or Canada.

#### 8.1.22 United States of America and Canadian territory

- a) **personal injury** or **damage**, occurring within the United States of America and Canada, but this exclusion will not apply to nonmanual visits as specified in the 'United States of America and Canadian jurisdiction' exclusion; or
- b) **pollution** taking effect wholly or partly in the United States of America or Canada.

#### 8.1.23 War and Terrorism

liability which is in any way contributed to by **war** or **act of terrorism** during the **period of insurance**.

#### 8.1.24 Work away

loss or liability which for **personal injury** or **damage** arising from work away.

8.1.25 **Your product**

**damage to your product** or any part thereof **caused by** a defect or unsuitability thereof and economic loss or other loss of any kind arising therefrom.

## 9. General Exclusions

The following general exclusions apply to all **sections** of the **policy** including any extensions.

We will not indemnify **you** for:



This section sets out what you are not covered for in the policy.

### 9.1 Asbestos

**damage to asbestos** caused by **damage to asbestos** unless the **asbestos** is physically incorporated in **property insured** and then only that part of the **asbestos** which has been physically **damaged** by fire, lightning, explosion, aircraft, **earthquake, flood, storm** or underground fire, provided always that:

- a) the said **property insured** must be insured under the 'Property Damage' **section** against fire, lightning, explosion, aircraft, **earthquake, flood, storm** or underground fire;
- b) fire, lightning, explosion, aircraft, **earthquake, flood, storm** or underground fire must be the immediate sole cause of the **damage to the asbestos**;
- c) **we** will not indemnify **you** for:
  - i. any faults in the design manufacture or installation of the **asbestos**;
  - ii. **asbestos** not **damaged** by fire, lightning, explosion, aircraft, **earthquake, flood, storm** or underground fire;
  - iii. demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any regulation;
  - iv. any regulation declaring that **asbestos** present in or part of or utilised on any undamaged portion of the **property insured** can no longer be used for the purpose of which it was intended or installed and must be removed or modified.

### 9.2 Data protection liabilities

breach or alleged breach of the **Data Protection Law** other than as provided in the data protection cover or extensions in the 'Property Owners' Liability' **section** (and in respect of 'Property Owners' Liability Standard Extension' 'Data Protection'.

### 9.3 Fees for intervention

the recovery or attempted recovery of costs by the Health and Safety Executive under the Health and Safety and Nuclear (Fees) Regulations 2022 relating to 'fees for intervention'.

### 9.4 Fines and penalties

liability for payment of any fines or penalties imposed or ordered to be paid, or damages for breach of contract for late or non-completion of orders, or any civil or criminal penalties of whatsoever nature and, for the purposes of the 'Property Damage' **section** only, in addition, any civil or criminal penalties of whatsoever nature, including loss caused by non-payment of such liabilities.

### 9.5 Nuclear hazards and weapons

**damage** caused by, contributed to by, or arising out of or in connection with:

- a) **nuclear hazards**; or
  - b) any chemical, biological, biochemical or electromagnetic weapons;
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### 9.6 War and Terrorism

**damage, loss or injury** directly or indirectly caused by, contributed to by, or arising out of or in connection with any:

- a) act of **war** or **act of terrorism**;
- b) action controlling, preventing, suppressing, retaliating against or responding to any act of **war** or **act of terrorism**;


regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

In any action, suit or other proceedings where **we** allege that by reason of this exclusion any **damage**, loss, injury or liability is not covered by the **policy**, the burden of proving that such loss is covered will be upon **you**.



## 10. General Claims Conditions and Requirements

Unless expressly stated elsewhere in this **policy** the conditions and requirements of this **section** apply to all **sections** of this **policy**. If non-compliance with the conditions of this **section** increases the amount **we** may be liable to pay for a claim under this **policy** then **we** may not pay the amount of the claim that is increased by the non-compliance with this **section**.

 This section sets out how claims are to be dealt with.

### 10.1 Property Damage

#### 10.1.1 Claim Notification

**You** must notify to **Tilhill** or **us** as soon as practical but in any event within thirty (30) days of becoming aware of any **occurrence**, **damage** or loss which may lead to a claim under the 'Property Damage' **section**.

In respect of **damage** caused by malicious persons as covered under the 'Property Damage' section, **you** must give immediate notice to the Police Authority and take all practical steps to assist any investigation or recover the property lost.

#### 10.1.2 Claim procedure

Unless stated otherwise, **we** will handle and oversee all claims but day to day handling may be managed by a third party. For every claim, **you** and any person acting on **your** behalf must provide **us** or **our** appointed agent:

- a) with copies of any legal documents relating to a claim under this **section** within three (3) business days of receipt; and
- b) at **your** own expense, with a written account of those articles or portions of **property insured** suffering **damage**, and the amount or extent of the **damage**, within thirty (30) days of the **damage** occurring.

### 10.2 Property Owners' Liability

#### 10.2.1 Claim Notification

**You** must notify **us** as soon as practical but in any event within thirty (30) business days of becoming aware of:

- a) a verbal or written communication addressed to **you** which seeks to hold **you** liable for loss, or expresses an intention to do so; and/or
- b) an **occurrence** or circumstance which may give rise to a claim for indemnity under the 'Property Owners' Liability' **section**.

Such notice must include full details and copies of any relevant communications.

### 10.3 General Claims Conditions

#### 10.3.1 No admission of liability

**You** and every person acting on **your** behalf must not admit responsibility, accept liability, make an offer or promise, or offer payment or indemnity without **our** prior written consent.

#### 10.3.2 Your Duties

**You** and every person acting on **your** behalf must:

- a) following an **occurrence**, circumstance, loss or **damage** which may lead to claim under this **policy**, act with due diligence, undertake or permit to be undertaken all steps reasonably practicable to minimise the loss;
- b) provide **us** or **our** appointed agent with copies of any legal documents relating to an **occurrence**, circumstance, loss or **damage** which may lead to claim under this **policy** within three (3) business days of receipt;
- c) act honestly and in good faith;
- d) give all such information, assistance, documents and/or evidence **we** may require to investigate, settle or resist any claim, together with (if **we** ask for it):
  - i. a statutory declaration of the truth of any claim and any matters connected with it;
  - ii. authorisation to obtain relevant information held by third parties, including medical records;

- e) co-operate with **us** or **our** appointed agents to allow compliance with any relevant practice directions, pre-action protocols or other procedural matters;
- f) preserve any information, documents (both hard copy and electronic), property and/or evidence that may be relevant to the subject matter of the claim; and
- g) comply with any reporting obligations provided for under Data Protection Law.

Any costs incurred in complying with this condition are at **your** own expense.

#### 10.3.3 Our rights:

- a) **We** will have conduct of any potentially insured **claim** which may be subject to an indemnity and may take over the defence or settlement of any **claim** in **your** name.
- b) **We** are entitled to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or damages against any other persons and **you** must provide **us** with all information and assistance **we** require.
- c) In respect of any **claim**, **we** may at any time pay the **limit of indemnity** or applicable **sub-limit** (after deduction of any sums already paid) or such lesser sum for which a **claim** can be settled and will relinquish the conduct and control of the **claim** and thereafter be under no further liability except for payment of **defence costs** incurred prior to the date of payment.
- d) **We** may at any time require **you** to reimburse **us** for any payment that properly falls within an applicable **excess**.
- e) **You** must reimburse **us** for any defence costs and paid damages including claimant costs recoverable from **you** and incurred in connection with any insured event where the settlement figure does not exceed the applicable **excess**.

#### 10.4 Subrogation

- a) **You** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an **occurrence, damage, claim** or loss for which **you** may seek indemnity under this **policy**.
- b) **You** and any other party insured by the **policy** must, at **our** request and expense, undertake such acts as may be required for the purpose of enforcing any rights and remedies regardless as to whether **we** have indemnified **you**.
- c) If **you** have any uninsured losses that are properly recoverable against a third party whom **we** intend to pursue by way of a subrogated claim then **we** will, at **your** request, include **your** uninsured losses in the subrogated claim. **We** will have sole control over the conduct, strategy, management and settlement of the subrogated claim and **we** will fund all legal costs. **We** will pay **you** any recovery from the subrogation proceedings, less expenses incurred by **us** in such proceedings, in the proportion that the amount that any:
  - i. applicable **excess**; and
  - ii. provable and recoverable uninsured **loss**;

bears to the whole loss amount sought from the third party.

# 11. General Terms

The following 'General Terms' apply to all **sections** of this **policy** including any extensions.

## 11.1 Applicable law and jurisdiction

The law applying to the **policy** is the law stated in the **schedule**.

Any dispute or legal proceedings between **you** and **us** in connection with the **policy** are subject to the exclusive jurisdiction of the courts of the country stated in the **schedule**.



This section sets out terms and conditions including obligations and rights under the policy.

## 11.2 Application of overall loss limit, limit(s) of indemnity, sum(s) insured and sub-limits

### 11.2.1 Property Damage

- a) **our** total liability under this **section** shall not exceed the **limit of indemnity** specified in the **schedule** and is the total maximum amount for which **we** will indemnify **you** under the **policy** for all claims connected with a **forest property** or additional property as insured under the 'Additional' extension if applicable and the same single **occurrence** regardless of the number of **sections**, **sub-sections** or extensions under which the claim or claims are made or the value of the individual **sum(s) insured** or **sub-limits** or the number of entities, persons or interested parties making the claim or claims under this **policy**.

The total amount we will pay under the 'Property Damage' **section** will not exceed the **limit of indemnity** even if this is lower than the applicable **sum(s) insured** or **sub-limit(s)**.

- d) Where a **sum insured** is stated in the **schedule** against an item or items of **property insured**, **section** or **sub-section** the amount stated is the maximum amount for which **we** will indemnify **you** in respect of each **forest property** and all claims during the **period of insurance** for the item of **property insured**, **section** or **sub-section** regardless of the number of **occurrences** to which the claims relate or the number of entities, persons or interested parties making the claim or claims under this **policy**.
- e) Where a **sub-limit** is stated in the **schedule** or within this document against a **forest property**, an insured cause of **damage** or loss, or against an extension or **sub-section**, the amount stated is the maximum amount for which **we** will indemnify **you** in respect of each **forest property** and all claims connected with the same single **occurrence** regardless of the number of **occurrences** giving rise to claims or the number of entities, persons or interested parties making the claim or claims under this **policy**. However if in the **schedule** or in this document a **sub-limit** is described as applying per:
- i. **forest property** (or **occurrence**) and in the aggregate the amount stated is the maximum amount for which **we** will indemnify **you** in respect of all claims during the **period of insurance** regardless of the number of **occurrences** giving rise to claims or the number of entities, persons or interested parties making the claim or claims under this **policy**.
  - ii. all **forest properties**, the amount stated is the maximum amount for which **we** will indemnify **you** in respect of all claims during the **period of insurance** regardless of the number of **forest properties** or other locations and the number of **occurrences** giving rise to claims or the number of entities, persons or interested parties making the claim or claims under this **policy**.
- f) Where a **sub-limit** is stated in this document, this will only apply in the event that cover is available for the extension or **sub-section**, and no **sub-limit** is shown in the **schedule**. If a **sub-limit** is shown in the **schedule** this will supersede any applicable **sub-limit** in this document.
- g) Any **sub-limit** for a specified cover included in the **schedule** is deemed to be part of and not in addition to the applicable **sum insured** in relation to each **forest property** unless expressly stated otherwise in the **sections** or **schedule**.
- h) If more than one entity makes a claim under the **policy** in connection with the same **occurrence**, **our** maximum liability will not exceed the **limit of indemnity**, **sum insured** or **sub-limit** for each **forest property** which would apply if the claim were made by a single entity;
- i) where a single **occurrence** gives rise to a claim or claims under two or more extensions which are subject to a **sub-limit**, **our** maximum liability for the **occurrence** will not exceed the single largest **sub-limit** of the applicable extensions.

### 11.2.2 Property Owners' Liability

- a) The **overall loss limit** stated in the **schedule** is the total maximum amount **we** will indemnify **you** under the 'Property Owners' Liability' **section** for all claims connected with the same single **occurrence**, regardless of the number of **forest properties, sub-sections** or extensions under which the claim or claims are made, the value of the individual **limits of indemnity** or **sub-limits** or the number of entities, persons or interested parties making the claim or claims under this **policy**. The total amount **we** will indemnify **you** under the 'Property Owners' Liability' **section** will not exceed the **overall loss limit** even if this is lower than the applicable **limit of indemnity** or **sub-limit(s)**.
- b) Where a **limit of indemnity** is stated in the **schedule** against a **sub-section**, the amount stated is the maximum amount for which **we** will indemnify **you** for the **sub-section** for all claims connected with the same single **occurrence** regardless of the number of **forest properties, sub-sections** or extensions, to which the claims or claims are made or the number of entities, persons or interested parties making the claim or claims under this **policy**.
- c) If an **occurrence** gives rise to a claim or claims under two or more extensions which are subject to a **sub-limit**, **our** maximum liability for the **occurrence** will not exceed the single largest applicable **sub-limit**;
- d) If more than one person makes a claim under the **policy** in connection with the same **occurrence**, **our** maximum liability will not exceed the **limit of indemnity** or any **sub-limit** which would apply if the claim were made by one person; and
- e) Any **sub-limit** shall form part of, and is not in addition to, the **limit of indemnity** unless expressly stated otherwise in the **section** or **schedule**.

### 11.3 Application of excess

- a) Where an **excess** applies, this amount shall not be deducted from the applicable **overall loss limit, limit of indemnity, sum insured** or **sub-limit** in order to calculate the amount of the indemnity **we** will pay **you** under the **policy**;
- b) Where an **excess**, except an aggregate **excess** is stated in the **schedule** to apply in respect of a **section**, that **excess** will apply once to any losses or claims under that **section**, on the basis shown in the **schedule**. This is subject to the proviso that, where the **schedule** states that a more specific **excess** applies to an extension, that more specific **excess** shall apply to that element of the claim that is made under the extension instead of the **excess** that applies to the **section** or **sections** in which the extension is contained;
- c) If more than one **excess** could be applied to one claim or **occurrence** under any **section** or **sections**, only the single highest **excess** will be applied.

### 11.4 Assignment

Assignment of interest under this **policy** will not bind **us** unless and until **our** written consent is endorsed hereon.

### 11.5 Cancellation

This **policy** may be cancelled at any time during the **period of insurance** by **you** or **us** by serving written notice on **us** or **you** respectively at the address shown in the **schedule** cancelling the **policy** with effect from the thirtieth (30th) day after service of the notice.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed. Such cancellation will not affect the coverage or premium attributable to the period prior to cancellation.

**We** will return to **you** a part of any premium paid in excess of that proportionate to the precancelled portion of the **policy** provided that there:

- a) have been no claims made under this **policy** for which **we** have made a payment;
- b) is no claim made under this **policy** which is still under consideration by **us**; and
- c) are no facts, circumstances, incidents or events which **you** are aware of and which are reasonably likely to give rise to a claim under this **policy** which has yet to be notified to **us**.

### 11.6 Conflict of interest

If a conflict of interest arises between **insureds** and/or **any other insured party(ies)** then **we** will arrange separate representation for each party, provided that this does not affect or increase the **overall loss limit**, **limit of indemnity** or any applicable **sum insured** or **sub-limit**.

### 11.7 Contracts (Rights of Third Parties) Act 1999 and Contract (Third Party Rights) (Scotland) Act 2017

This **policy** does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 by any person who is not named as the **insured** and both **you** and **us** may amend, cancel or terminate this **policy** without giving notice to, or requiring the consent of, any other party. However, this will not preclude rights enforceable by third parties under the Third Parties (Rights against Insurers) Act 2010.

### 11.8 Data Privacy Notice

Any personal data provided to **us** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found using the details provided in the **schedule**.

### 11.9 EU Coverage

- a) Any coverage provided by this **policy** for:
  - i. entities acquired by, merged with, or established by, **you**;
  - ii. property or other interests acquired by **you**; or
  - iii. additional insureds;
 will not apply to the extent that, as a result of the **United Kingdom's** withdrawal from the European Union, **we** are not permitted by applicable law or regulation to provide that coverage and/or would become exposed to legal or regulatory sanction as a consequence of providing that coverage.
- b) In the case of any grant or exclusion or restriction of coverage in respect of **your** liability under or compliance with European Union law or regulation, following the **United Kingdom's** withdrawal from the European Union, any reference in this policy to European Union law or regulation will include equivalent domestic laws of England & Wales, Scotland and/or Northern Ireland or equivalent **United Kingdom** regulation.
- c) If this clause conflicts with any other clause in the **policy**, the terms of this clause will prevail.

### 11.10 Exchange rate

If **we** make a payment under the **policy** in any currency other than pounds sterling (GBP), the exchange rate applicable for each month that the loss accrues will be the exchange rate at the mid-point of each month during the accrual of the loss.

### 11.11 Inspection and audit

**We** or **our** representative will be permitted to inspect **your** property and operations on reasonable notice. Such inspections do not warrant that the property or operations are safe.

### 11.12 Insurance Act 2015

Nothing in the **policy** is intended to vary the provisions of the Insurance Act 2015.

### 11.13 Legislation and other requirements

All Acts of Parliament, laws, regulations, standard form contracts and permits (in each case, as applicable) referred to in this **policy** will include any deriving rule, order, regulation, permit, contract or instrument and will include any subsequent amendment, replacement, consolidation or reenactments.

### 11.14 Material changes during the policy period

- a) **You** must notify **us** within thirty (30) days of any material change to **you**, **your business** or the risks insured if cover under this **policy** is sought in relation to any such change.
- b) **We** will not indemnify **you** for any **damage**, loss, **occurrence** or **claim** arising out of a material change for which indemnity would otherwise have been available under this **policy** unless **we** have provided valid confirmation of cover by endorsement.

### 11.15 Minimisation of risk

- a) **You** must take all reasonable steps to prevent **damage**, loss or liability insured by this **policy** arising or continuing. **You** must take such steps at **your** own expense unless **we** have expressly confirmed that **we** will indemnify **you** for such steps.
- b) Upon the happening of insured event and at all times and at all times thereafter, unless and until cover under the **policy** has been confirmed by **us**, **you** will take all reasonable measures to avoid or minimise any claims which arise or may arise from that insured event. Any failure by **you** to take such steps will reduce or extinguish **our** obligation to indemnify **you** under the **policy** to the extent that such failure has increased the claim under this **policy**.

### 11.16 Other insurance

The **policy** will not provide any indemnity in respect of any claim or part thereof which at the time of any claim made under the **policy** is covered by any other valid and collectible insurance and will not contribute to any claim with any such valid and collectible insurance, except as specifically provided otherwise in an extension of the **policy**.

### 11.17 Other parties

The interest of such other parties, including lessors, mortgagees, banks and hire purchase companies, is noted in this **policy** but only to the extent of their financial interest in the **property insured**.

In the event of any claim:

- a) **you** must immediately declare to **us** the names of such interested parties; and
- b) **we** will consult with such declared interested parties as regards the manner and method of any indemnity to protect the direct financial interests of such parties.

### 11.18 Records

**We** may hold documents relating to this policy and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

### 11.19 Recovery of benefits

If **your** liability in damages is reduced owing to the application benefits and/or charges under the Compensation Recovery Unit, **your** liability in damages for the purposes of this insurance will be deemed to include such benefits and/or charges.

### 11.20 Representation

If more than one entity is designated as '**insured**' the first named **insured** will act on behalf of all **insureds** and other parties covered under this **policy** with respect to the giving and receiving of any notices from **us** or their representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that **we** may pay under the **policy** will satisfy **our** obligations to return premium to any other party covered by this **policy**.

### 11.21 Risk survey

- a) **We** reserve the right to carry out a survey of the **property insured** at any time. If a survey gives rise to points of concern, **we** reserve the right to impose risk improvement requirements by way of an endorsement to the **policy** which will be notified to **you**. **We** may choose to impose one or more risk improvement requirements as conditions or conditions precedent should they be of sufficient importance to **us**.
- b) Under no circumstances will a survey relieve **you** of **your** obligations to comply with all of the **policy** terms, conditions and requirements and **you** should not assume that because a breach has not been raised during or following a risk survey that **we** are aware of it and have decided to accept it.
- c) **Your** compliance with risk improvement requirements imposed during previous policy years will continue to be required.

### 11.22 Sanction limitation and exclusion

**We** will not provide cover nor indemnify **you** for any claim nor provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would

expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### 11.23 Waiver of Subrogation

- a) To the extent **you** are required by any agreement to waive **your** rights to recover from any other party, **we** agree to waive any rights of subrogation to which **we** might have been entitled. However, this waiver of subrogation will not apply to any contractor or subcontractor undertaking **contract works** at **your** premises where the total value of the contracts under which the works are being undertaken exceeds £100,000 unless **you** have notified **us** prior to the commencement of the works and paid any additional premium **we** require.
- b) **We** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation, following **damage** or loss covered by this **policy**, against any one of **your subsidiary companies**.


## 12. How To Complain

### 12.1 Complaints to QBE

**You** can complain about the **policy** by contacting **us** using the complaints details below.

#### QBE UK Limited

By email	<a href="mailto:CustomerRelations@uk.qbe.com">CustomerRelations@uk.qbe.com</a>
By post	Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD
By telephone	+44 (0)20 7105 5988

 This sections details the procedure for making a complaint.

### 12.2 The UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint.

Information about the eligibility criteria is available on the UK FOS website:

Details on how to contact the UK FOS are as follows:

#### Financial Ombudsman Service

By telephone	+44 (0)800 023 4567
Website	<a href="http://financial-ombudsman.org.uk/consumers/how-to-complain">financial-ombudsman.org.uk/consumers/how-to-complain</a>

### 12.3 Financial Services Compensation Scheme (FSCS)

**You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations under the **policy**. Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or **you** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.





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