



Marsh Commercial Growing Timber Insurance Policy

Arranged by



MARSH
COMMERCIAL



Welcome to RSA. Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates, is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

RSA will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance as shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium.

This Policy may be cancelled:

- A) by us giving 30 days' notice in writing to you at your last known address.
- B) by you giving 30 days' notice in writing to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.

Claim Notification

Conditions that apply to this policy in the event of a claim are set out in the Claims Conditions pages of this policy. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The claims conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or
- Photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wymondham
NR14 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: www.rsagroup.com/support/legal-information/privacypolicy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer,
RSA,
Bowling Mill,
Dean Clough Industrial Park,
Halifax, HX3 5WA.

You may also email us at crt.halifax@uk.rsagroup.com.

Policy Conditions

Applicable to the whole Policy unless otherwise stated:

1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

2 Action by the Policyholder

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Policyholder shall

- A) notify the Company in writing as soon as reasonably possible
- B) give immediate notice to the Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
- C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
- D) as soon as reasonably possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- E) within 30 days after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow and at your own expense deliver to the Company
 - 1) full information in writing of the claim
 - 2) details of any other insurance relating to the claim
 - 3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Policyholder's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
 - 4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- F) in respect of Public Liability Insurance:
 - 1) Every letter, claim, writ or summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt,
 - 2) Written notice shall also be given without undue delay by the Policyholder to the Company immediately the Policyholder shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy.

- 3) No admission offer promise payment or indemnity shall be made or given by, or on behalf of, the Policyholder, without the written consent of the Company which shall be entitled to take over the absolute control and conduct in the name of the Policyholder; the negotiation, proceeding defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

Failure to comply will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss.

If the terms of this Condition have not been complied with, and as a direct consequence, the amount for which the Company is liable under this Policy has increased, then no payment shall be made by the Company in respect of the amount of such increase.

3 Alterations

This Policy shall be terminated if:

- A) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- B) the Policyholder's interest cease otherwise than by death or
- C) any alteration be made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased

at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company and in respect of 3C) the Company agree not to avoid the Policy provided that:

- 1) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- 2) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- 3) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

4 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Policyholder, the Policyholder shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.

The Policyholder shall within one month after the expiry of each Period of Insurance provide such information as the Company may require.

The Premium or Renewal Premium shall be adjusted and the difference paid by or allowed to the Policyholder.

5 Arbitration

A) Applicable to Property Damage Insurance

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions.

Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be a requirement to any right of action against the Company.

B) Applicable to Section B2 Legal Defence Costs

Any dispute between the Policyholder and the Company in respect of Section B2 Legal Defence Costs may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties.

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain Northern Ireland the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in the Company's favour the Policyholder's costs shall not be recoverable under this Policy.

6 Cancellation

This Policy may be cancelled

- A) by the Company giving 30 days' notice in writing to the Policyholder at his last known address or
- B) by the Policyholder giving 30 days' notice in writing to the Company at the address shown in the schedule provided a Long Term Agreement is not applicable to the Policy

The Policyholder will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.

7 Contribution

A) Applicable to Property Damage Insurance

If at the time of any claim there is any other insurance covering the Policyholder's interest in the property lost destroyed or damaged the Company's liability under this Policy shall be limited to its rateable proportion of such claim

If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner

If any other insurance effected by or on behalf of the Policyholder is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

B) Applicable to Section B1 Public Liability and Section B2 Legal Defence Costs

Other than in respect of Extension 3 (Contingent Motor Liability) to Section B1 Public Liability, if at the time of any claim there is or, but for the existence of this Policy there would be any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this Policy not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction the Company will not pay any costs or expenses where cover is provided by any other insurance or where but for the existence of this Policy it would have been provided by such insurance.

8 Financial or Trade Sanctions

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Policy period the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of the Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any prohibition or restriction imposed by law or regulation.

9 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws.

Unless the parties agree otherwise in writing, the Company has agreed with the Policyholder that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Policyholder is based, or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Policyholder is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Policyholder is based, or if the Policyholder is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Policyholder is based.

10 Legal Representation

Applicable to Section B1 Public Liability and Section B2 Legal Defence Costs only

Where the Company provides its consent to indemnify the Policyholder in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity:

- A) the Policyholder is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section B2 Legal Defence Costs,

- B) the Company will choose an appropriate representative (be it solicitor or otherwise) to act on the Policyholder's behalf in respect of a claim for indemnity under all other Sections.

The Company will provide the Policyholder with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Policyholder wishes to appoint its own representative the Policyholder shall provide prior notification of its intention to do so and seek the Company's written consent.

The Policyholder agrees that in respect of its proposed representative:

- 1) the hourly rate (or such other fee basis as the case may be) to apply, and
- 2) the terms and conditions of such appointment shall be subject to the Company's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Policyholder's representative the Policyholder agrees that the Company will have the option to audit any files for the purpose of assessing the costs claimed.

11 Non Payment – Consumer Credit Termination Clause

The Company reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement

12 Reasonable Precautions

A) Applicable to Property Damage Insurance

The Policyholder at his own expense shall take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition

B) Applicable to Section B1 Public Liability and Section B2 Legal Defence Costs

The Policyholder at his own expense shall

- 1) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition,
- 2) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

Failure to comply with this Condition will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss.

13 Rights of the Company

A) Applicable to Section B1 Public Liability and Section B2 Legal Defence Costs only

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Policyholder without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Policyholder the negotiation, proceeding, defence or settlement of any claim or to prosecute any claim in the name of the Policyholder for its own benefit, and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

14 Rights of Recovery

The Policyholder shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Policyholder

The Company shall not enforce any rights against any company being parent of or subsidiary to the Policyholder or any company which is a subsidiary of a parent company of which the Policyholder are themselves a subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986

15 The Company's Liability

For all purposes including but not limited to the application of the Sums Insured or Limits of Indemnity and consideration of when and how the Policy will respond all parties included in the definition of the Policyholder in the schedule shall constitute one Policyholder or one party or legal entity so that there will be only two parties to the contract of insurance between the Policyholder and the Company

16 Third Party Contract Rights

No person other than the Policyholder or the Company may enforce the terms of this Policy and the provisions of the Contract (Right of Third Parties) Act 1999 do not apply.

Policy Definitions

Wherever the following words or phrases appear in bold type in this Policy they shall have the meanings given to them below:

Company

Royal & Sun Alliance Insurance plc other than in respect of Section A Property Damage Insurance for which Company shall mean the underwriters of this insurance identified in the Schedule as the Insurance Companies.

Cover insured

Shall mean a cover insured by this policy as set out under Section A Property Damage and such other covers as may be included by endorsement.

Damage

Shall mean accidental loss destruction or damage.

Data

shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

Eligible Area

Shall mean all woodland up to and including 25 years' growth.

Failure of a system

shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's business activities.

Microchip

shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly includes integrated circuits and microcontrollers

Period of Insurance

Shall mean the period of this insurance contract as set out in the schedule as the "Period of Insurance" and any further period as the Company may agree.

Policy

Shall mean this insurance contract which includes the policy wording, Schedule and any endorsements.

Policyholder

Shall mean the legal entity insured by the policy.

Premium

Shall mean the premium for this insurance identified in the Schedule as the "premium".

Schedule

The statement of details specific to the Policyholder forming part of this Policy.

Sum(s) Insured

Shall mean the value of Growing Timber set out in the Schedule.

System

shall include computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

Virus

shall mean programming code designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between System by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

Woodland Area

shall mean the location of the Growing Timber and Felled Timber covered by this Policy.

Section A

Property Damage Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

If any of the Property Insured described in the Schedule suffers damage at any Woodland Area by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Policyholder the amount of loss or at its option reinstate or replace such property

provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability

for the purpose of this insurance Damage shall mean loss destruction or damage

Cover Insured

The following are the Covers insured except as otherwise stated in the schedule

- 1 A) **Fire** excluding Damage
 - 1) by explosion resulting from fire
 - 2) to property caused by its undergoing any process involving the application of heat
- B) **Explosion** excluding Damage
 - 1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Policyholder in which internal pressure is due to steam only
 - 2) to any vessel machine or apparatus or its contents resulting from the explosion thereof

but this shall not exclude Damage caused by explosion of

 - any boiler
 - gas

used for domestic purposes only
- C) **Lightning**
- D) **Aircraft** or other aerial devices or articles dropped therefrom

Policyholder's Excess

This insurance does not cover the Policyholder's Excess (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Policyholder at each separate premises as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

Cover 1

Nil

Exclusions

This insurance does not cover

1 Marine Policies

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

2 Sonic Bangs

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

3 War and Allied Risks

Damage occasioned by

- A) riot or civil commotion except to the extent that it is specifically insured
- B) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

4 Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by

- A) pollution or contamination which itself results from any Cover Insured (other than Cover 10)
- B) any Cover Insured (other than Cover 10) which itself results from pollution or contamination

5 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any liability or loss directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

6 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

- B) in Northern Ireland civil commotion

this policy also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling preventing suppressing or in any way relating to an act of terrorism

In Great Britain and Northern Ireland Terrorism means

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

In so far that the insurance by this policy is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to

- 1) influence any government or any international governmental organisation or
- 2) put the public or any section of the public in fear

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder

7 Electronic Risk

A) Damage to Data which shall include but shall not be limited to

- 1) Damage to or corruption of Data whether in whole or in part
- 2) unauthorised appropriation of use of access to or modification of Data
- 3) unauthorised transmission of Data to any third parties
- 4) Damage arising out of any misinterpretation use or misuse of Data
- 5) Damage arising out of any operator error in respect of Data

B) Damage to the Property Insured arising directly or indirectly from

- 1) the transmission or impact of any Virus
- 2) unauthorised access to a System
- 3) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's business including but not limited to any diminution in the performance of any website or electronic means of communication
- 4) Failure of a System
- 5) anything described in A) above

but in respect of B) 1) B) 2) B) 3) and B) 4) this shall not exclude subsequent Damage which itself results from any of the Cover insured provided that such Damage does not arise by reason of any malicious act or omission

Definitions of Property

Property Insured

Felled Timber

Growing Timber

all as defined below or more fully described in the Schedule and all being the property of the Policyholder or for which they are responsible but excluding

- property which is more specifically insured
- unless specifically notified to and accepted by the Company as insured
 - A) land roads pavements piers jetties bridges culverts or excavations
 - B) livestock

Felled Timber

trees that have been cut down and are being stored before being used in the production of wood provided that such storage shall not exceed three calendar months after the date the tree was cut down.

Growing Timber

trees that are grown for commercial purposes in order to produce wood details of which are provided in the Schedule.

The Insurance Provided

In respect of

Felled Timber and Growing Timber the Company will pay

The agreed value

The basis on which the Company shall make payment to the insured in respect of loss or Damage to Growing Timber shall be in accordance with the agreed values being the Sum(s) Insured set out in the Schedule net of any salvage value.

Additional Cover

Notwithstanding anything contained herein to the contrary cover extends to include:

	Limit of liability any one loss
A) Loss of or Damage to walls, fences and gates enclosing the Growing Timber occurring during the period of insurance and caused by a Cover Insured.	£25,000
B) Costs necessarily and reasonably incurred in site clearance in consequence of loss of or damage to Growing Timber for which the Company admit liability under the Policy.	£40,000
C) Costs necessarily and reasonably incurred in extinguishing fire in the Growing Timber or preventing the spread of fire thereto including costs incurred in the hire of helicopters provided such helicopters have been called for by the Fire Brigade Officer in charge.	£150,000
D) Loss of or Damage to Felled Timber on site occurring during the Period of Insurance and caused by a Cover Insured.	£30,000
E) Loss of or Damage to (a) Growing Timber and (b) walls fences and gates enclosing the Growing Timber, occurring during the Period of Insurance and arising from landslip together with costs associated therewith arising from the need for site clearance. A Policyholder Excess of £500 applies to this additional coverage.	£25,000
F) If this policy extends to include Endorsement 1, the Company will in addition indemnify the insured, in accordance with the Sum(s) Insured, for undamaged Growing Timber which must be felled if this is essential for continued good management purposes following loss or Damage which is covered under Endorsement 1.	£20,000

Special Provisions

Underinsurance – Area

If at the time of the Damage the total Eligible Area in the ownership of the Policyholder be not insured then the Policyholder shall be entitled to recover hereunder only such proportion of the said loss or Damage as the Eligible Area insured by this policy bears to the total Eligible Area.

Underinsurance – Individual Woodlands

Whenever a Sum Insured is declared to be subject to average, if the Growing Timber covered thereby shall at the commencement of any loss or Damage be collectively of greater value than the applicable Sum Insured, then the Policyholder shall be considered as being the insurer of the difference and shall bear a rateable share of the loss accordingly.

General Memoranda

Limit of Liability

- a) Subject to (b) below, the liability of the Company shall not exceed:
 - i) in respect of each item set out in the Schedule the applicable Sum(s) Insured and in the whole the total of the Sum(s) Insured thereon; and
 - ii) any additional limit of liability shown in this Policy.
- b) The Company's maximum liability under this Policy in respect of any one Woodland Area is £2,000,000.

Endorsements

The undernoted endorsements only apply if they are shown in the Schedule as being included:

Endorsement No. 1

The Covers insured are extended to include storm or tempest, driven rain, hail and snow, windthrow, windsnap and stem breakage but excluding:

- a) destruction or Damage by frost, subsidence, or landslip;
- b) property in transit;
- c) escape of water from the normal confines of any natural or artificial; water course or lake, reservoir, canal or dam.
- d) inundation from the sea; and
- e) Growing Timber over 55 years old.

Each claim for loss or Damage covered under this endorsement is subject to a Policyholder's Excess in respect of each affected named woodland of 5% of the applicable Sum Insured subject to a minimum per affected named woodland of £2,500 and a maximum per such area of £10,000.

Endorsement No.2

The Company will not be liable for the first £5,000 of each and every loss or Damage caused by fire, lightning, explosion or aircraft.

Endorsement No.3

The Company will not be liable for the first £10,000 of each and every loss or Damage caused by fire, lightning, explosion or aircraft.

Subject otherwise to the terms and conditions and exclusions of this Policy.

Section B

Liability Insurance

Definitions

1 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean

- A) the Policyholder
- B) the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
- C) at the request of the Policyholder
 - 1) any principal
 - 2) any director or partner of the Policyholder
 - 3) any Person Employed

against legal liability in respect of which the Policyholder would have been entitled to indemnity under this Policy if the claim had been made against the Policyholder

- 4) the officers committees and members of the Policyholder's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
- 5) any director or partner of the Policyholder or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Policyholder

each of whom shall as though the Policyholder be subject to the terms of this policy so far as they can apply

2 Policyholder

Policyholder shall mean the legal entity insured by the policy

3 Employee

Employee shall mean any individual under a contract of service or apprenticeship with the Policyholder

4 Person Employed

Person Employed shall mean any

- A) Employee
 - B) labour master and individuals supplied by him
 - C) individual employed by labour only sub-contractors
 - D) self employed individual (not being in partnership with the Policyholder)
 - E) individual hired to or borrowed by the Policyholder
 - F) individual undertaking study or work experience while under the supervision of the Policyholder
- } while under the direct control and supervision of the Policyholder

5 Injury

Injury shall mean

bodily injury mental injury death disease illness wrongful arrest or false imprisonment

6 Property

Property shall mean material property but shall not include Data

7 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

8 Business

Business shall mean that which is specified in the schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include

- A) ownership repair and maintenance of the Policyholder's own property
- B) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed
- C) fire and security services maintained solely for the protection of premises owned or occupied by the Policyholder
- D) private work undertaken by any Person Employed for any director or partner of the Policyholder or Employee with the prior consent of the Policyholder
- E) attendance at or participation in trade fairs shows and exhibitions by any Employee or director in connection with their employment

but shall not include any work undertaken Offshore

9 Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

10 Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

11 Policyholder's Excess

Policyholder's Excess shall mean the amount or amounts specified in the schedule which the Policyholder agrees to pay

12 Intellectual Property Rights

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property

13 Terrorism

Terrorism shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

14 Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

15 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

16 Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

17 Failure of a System

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Policyholder to operate at any time as desired as specified or as required in the circumstances of the Policyholder's business activities

18 System

System shall include computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

19 Microchip

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

20 Virus

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

21 Employment-Related Practices

Employment-Related Practices shall mean any error misstatement misleading statement act omission neglect or breach of duty actually or allegedly committed or attempted by the Policyholder in connection with any actual or alleged

- a) unlawful or unfair dismissal discharge or termination of employment
- b) breach of any written or oral employment contract or quasi-employment contract
- c) employment-related misrepresentation
- d) violation of employment discrimination laws (including sexual or other workplace harassment and discrimination on the grounds of racial or national origin sex sexual orientation religion maternity pregnancy age and disability)
- e) violation or non-compliance with legislation regulating working hours
- f) failure to employ or promote
- g) demotion
- h) discipline
- i) deprivation of a career opportunity
- j) failure to grant tenure
- k) failure to adopt adequate workplace or employment policies and procedures
- l) retaliatory treatment of whistleblowers and others
- m) negligent evaluation
- n) employment-related invasion of privacy
- o) employment-related breach of data protection legislation
- p) employment-related libel slander humiliation and defamation
- q) failure to furnish job references or accurate job references
- r) employment-related infliction of mental anguish or emotional distress Section

Section B1 Public Liability

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - A) accidental Injury of any person
 - B) accidental loss of or damage to Property
 - C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Policyholder or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Policyholder having regard to the nature and circumstances of such act or omission

happening during any period of insurance in connection with the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
 - A) costs of legal representation at
 - 1) any coroner's inquest or inquiry in respect of any death
 - 2) the defence of any criminal proceedings brought or in appeal against the Policyholder director or partner or Employee of the Policyholder for an offence or manslaughter
 - 3) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be the subject of indemnity under this Section
 - B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

General Provision

Provided that in respect of

- A) any one Event
- B) all Events happening during any period of insurance in respect of products supplied
- C) all incidents considered by the company to have occurred during any period of insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the company in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity

- 2 the Policyholder's Excess in respect of damages and claimant's costs and expenses will be payable before the company shall be liable to make any payment
- 3 the company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims arising out of such Event can be settled

The company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the company may be responsible prior to the date of such payment

- 4 where the company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity
- 5 the total amount payable by the company in respect of all damages arising out of all claims during any period of insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the **schedule**

The total amount payable by the company in respect of all damages arising out of all claims during any period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the appropriate Limit of Indemnity stated in the schedule

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the company and the Policyholder both as defined herein

Exclusions to Section B1

The indemnity will not apply to legal liability

1 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Policyholder or any Person Entitled to

Indemnity of any

- A) mechanically propelled vehicle other than legal liability arising out of
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Policyholder
 - 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law
- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)

2 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Policyholder in the Business

3 Property in the Policyholder's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Policyholder other than

- A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- B) premises and their contents not owned by or leased or rented to the Policyholder at which the Policyholder is undertaking work in connection with the Business
- C) premises and their fixtures and fittings leased or rented to the Policyholder unless such legal liability
 - 1) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - 2) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

4 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place

5 Products Liability

arising out of or in connection with any Products supplied.

6 Professional Risks

arising from or in connection with

- A) advice
 - B) design
 - C) specification
- } provided for a fee or in connection with any product supplied or contract work executed

7 Contractual Liability

arising from or in connection with any

- 1) product supplied
 - 2) contract work executed
- } by the Policyholder

8 Disposed Premises

for the costs of remedying

- A) any defect or alleged defect
- B) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

in premises disposed of by the Policyholder

9 Fines or Penalties

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11 War and Allied Risks

arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

12 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

13 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

Extensions to Section B1 (each of which is subject otherwise to the terms of this Policy)

1 Cross Liabilities

If the Policyholder comprises more than one party the company will provide indemnity to each in the same manner and to the same extent as if a separate policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the company in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the company will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

- | | |
|--|------|
| A) any director or partner of the Policyholder | £500 |
| B) any Employee | £250 |

3 Contingent Motor Liability

Notwithstanding Exclusion 1A) the company will provide indemnity to the Policyholder against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Policyholder

The indemnity will not apply to legal liability

- A) in respect of loss of or damage to such vehicle or to property conveyed therein
- B) arising while such vehicle is being driven by the Policyholder
- C) in respect of which the Policyholder is entitled to indemnity under any other insurance
- D) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 Overseas Personal Liability

The company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

- A) to legal liability arising out of the ownership or occupation of land or buildings
- B) where indemnity is provided by any other insurance

5 Data Protection Act

The Company will provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages for damage or distress as described in UK Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

The Company will also pay claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Policyholder has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or is exempt from doing so

This Extension shall not apply in respect of

- A) the payment of fines or penalties
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- C) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Policyholder at inception of this Extension
- E) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy

Operative Endorsements

Crop Spraying

Burning of Debris

It is a Condition of Section B1 of this policy that in respect of the burning of debris away from the premises of the Policyholder the following precautions are taken on each occasion:

- A) Fires to be in a cleared area and at a distance of at least nine metres from any property
- B) Fires not to be left unattended at any time
- C) A suitable fire extinguisher to be kept available for immediate use
- D) Fires to be extinguished at least one hour prior to leaving the site at the end of each working day

It is a Condition of Section B1 of this policy that in respect of crop-spraying by or on behalf of the Policyholder's own land

- A) all reasonable precautions are taken to prevent loss of or damage to stock and crops belonging to owners of adjacent property
- B) notice is given to the owners of animals likely to be present in fields or areas bordering those to be sprayed of the Policyholder's intention to carry out spraying operations

Section B2 Legal Defence Costs

THIS SECTION APPLIES ONLY WHERE SHOWN AS OPERATIVE IN THE SCHEDULE

The company will provide indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder

up to the Limit of Indemnity in respect of

- A) legal costs and other expenses incurred with the Company's written consent
- B) costs awarded against the Policyholder or any director partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated below

In respect of a breach of

- 1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Policyholder
- 2 Part II of the Consumer Protection Act 1987

General Provisions

Provided that in respect of the above

- 1 the indemnity will not apply
 - A) to fines or penalties of any kind
 - B) to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - C) where Injury of any person or loss of or damage to Property has occurred
 - D) where indemnity is provided by any other insurance
 - E) to proceedings consequent upon any deliberate act or omission by
 - 1) the Policyholder
 - 2) any partner or director of the Policyholder
 - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials

- 2 the company may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the company the claims arising can be settled but including any amount for which the company may be responsible prior to the date of such payment

The company will then relinquish control of such claims and be under no further liability in respect thereof

- 3 where the company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity

Special Provision

The Company shall pass notification to an independent third party service provider with whom the company has an agreement which shall thereafter administer claims settlement on the company behalf

Underwritten by

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