



# SEIB Garage Buildings Insurance Policy

Version 9.4

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## Introduction

Please read the policy and schedule carefully to ensure that it meets your requirements. If **you** need any further explanation, or if **you** find any mistakes, please contact your insurance advisor or **us** immediately.

**You** must tell **us** about any changes which affect your policy. Failure to do so could invalidate **your** cover. If **you** are not sure whether certain facts or changes are relevant, please check with Quote Monkey.

The schedule enclosed with this policy shows **your** individual details. It also shows the sections of cover which are operative together with any endorsement numbers which may apply. The schedule is normally reissued each time there is a change under the policy.

Please note that any index-linking of sums insured within this policy only reflects general inflationary changes. It will not necessarily deal with any inflationary increases due to any features of your property. It remains **your** responsibility to ensure that the sums insured are adequate to provide full cover in the event of any damage.

Should **you** at any time be dissatisfied with **our** service, please refer to **our** Complaints Procedure together with details of **our** participation in the Financial Ombudsman Service.

## Policy Definitions

The following words or expressions carry the meaning shown below wherever they appear in this Policy. These definitions are highlighted in the Policy by the use of bold print.

<p><b><i>Accidental damage</i></b> Unexpected and unintended damage caused by sudden and external means.</p> <p><b><i>Excess</i></b> The first part of any claim which <b>You</b> must pay for any one incident resulting in a claim.</p> <p><b><i>Home</i></b> The <b>Garage</b> including its outbuildings at the address shown in the schedule.</p> <p><b><i>Insured/you/your</i></b> The person or persons named in the schedule.</p>	<p><b><i>Territorial limits</i></b> United Kingdom (i.e. Great Britain, Northern Ireland, the Channel Islands, the Isle of Man).</p> <p><b><i>Company/Our/Us/We</i></b> Means insurers whose identity is stated in the Endorsement entitled Identity of Insurers attaching to the Schedule</p>
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## Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay for <i>damage</i> to buildings caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.</p>	<p>1. The events and extensions to this section do not cover the amount of excess shown in the schedule unless otherwise stated.</p> <p>2. Consequential loss of any kind.</p> <p>3. Any claim if <b>you</b> failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.</p>
<p>EVENTS</p> <p>1. Fire, subterranean fire, explosion, lightning or earthquake.</p>	<p>1. Fire damage to property occasioned by or happening through:</p> <p>a) its own spontaneous fermentation or heating</p> <p>b) its undergoing any process involving the application of heat</p> <p>c) riot or civil commotion.</p> <p>2. Explosion damage:</p> <p>a) consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus, belonging to you or under your control, in which internal pressure is due to steam only.</p> <p>b) in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to you or under your control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.</p>
2 Smoke.	Damage by any gradually operating cause.
3 Aircraft or other aerial devices or articles dropped from them.	
<p>4 a) Theft or attempted theft.</p> <p>b) Theft of external metalwork.</p> <p>The most we will pay for theft of external metalwork is £25,000 for any claim.</p>	<p>Damage:</p> <p>a) resulting from theft or attempted theft of external metalwork occurring when scaffolding is erected at the premises unless we have agreed in writing to provide cover</p> <p>b) to fixed glass, sanitary fittings or signs forming part of the buildings</p>
5 Impact by any road vehicle, train or animal.	Damage caused by domestic pets.
6 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	Damage resulting from stoppage of work.
7 Malicious people or vandals.	<p>Damage:</p> <p>a) caused by theft or attempted theft</p> <p>b) caused by fire or explosion</p> <p>c) to fixed glass, sanitary fittings or signs forming part of the buildings</p> <p>d) arising from the deliberate erasure, loss, distortion or corruption of electronic data.</p>
8 Storm or flood.	<p>Damage:</p> <p>a) caused by frost</p> <p>b) caused by subsidence, heave or landslip</p> <p>c) due solely to change in water table level</p> <p>d) as defined within event 9 (escape of water)</p> <p>e) to fences, gates or decking</p> <p>f) to swimming pools, paths, drives, car parks and other paved or hard-standing areas.</p>
<p>9 a) Escape of water from any tank, apparatus or pipe.</p> <p>b) <b>We</b> will also cover damage to internal fixed water tanks, apparatus or pipes by freezing or forcible and violent bursting.</p>	<p>Damage:</p> <p>a) caused by escape of water from automatic sprinkler installations.</p>
10 Escape of fuel oil from any fixed oil-fired heating installation.	

11 Falling radio or television aerials, satellite dishes, fittings or masts.	Damage to radio or television aerials, satellite dishes, fittings or masts.
12 Falling trees, branches, telegraph poles or lamp posts including the cost of removing those that cause damage to the buildings.	Damage to fences, gates or decking.
13 <b>Accidental damage:</b> (Only operative if the current schedule shows 'Buildings including <b>Accidental Damage</b> ')	<ol style="list-style-type: none"> <li>1. The cost of maintenance and normal redecoration.</li> <li>2. Damage: <ol style="list-style-type: none"> <li>a) which is specifically included or excluded elsewhere under this section or by endorsement</li> <li>b) to fixed glass, sanitary fittings or signs forming part of the buildings.</li> </ol> </li> <li>3. Damage caused by, resulting from or consisting of: <ol style="list-style-type: none"> <li>a) wear and tear, depreciation or gradually operating cause</li> <li>b) action of light, atmospheric or climatic conditions or frost</li> <li>c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot</li> <li>d) arising from the deliberate erasure, loss, distortion or corruption of electronic data</li> <li>e) domestic pets</li> <li>f) faulty workmanship, defective design or the use of defective materials</li> <li>g) inherent vice or latent defect</li> <li>h) subsidence, heave or landslip</li> <li>i) movement, settlement, shrinkage, expansion or its own collapse or cracking</li> <li>j) demolition, structural alteration or structural repair of the buildings.</li> </ol> </li> <li>4. Mechanical or electrical fault, breakdown or failure and any consequent damage.</li> </ol>

## Claims settlement for Buildings

We can choose to settle a claim for damage by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- paying for the cost of re-building if damaged beyond repair.

## Reinstatement

The claim settlement will be calculated on the basis of reinstatement provided that:

- in the event of the repair of partial damage, **we** will not pay more than the amount **we** would have paid if the whole of the property had been destroyed:
  - a) unless reinstatement begins and proceeds without delay
  - b) until the cost of reinstatement has been incurred
  - c) if at the time of damage, the property is insured under any other policy that is not on the same basis of reinstatement.

## Underinsurance

- When reinstatement applies: if at the time of reinstatement, the sum representing 85% of the cost of reinstatement of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any damage, the amount **we** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of reinstatement of the whole of the property at the time of reinstatement.
- When reinstatement does not apply: if at the time of the damage, the sum insured (plus index-linking) by any item is less than the total cost of rebuilding the property to which that sum insured relates, then the amount **we** will pay will be reduced in the same proportion that the sum insured (plus index-linking) bears to its total cost of rebuilding. In assessing the total cost of rebuilding a deduction is to be made for wear and tear and betterment.

## Limits

The most **we** will pay for any claim, unless otherwise stated, is the sum insured shown in the schedule at the date of the damage (plus index-linking) increases up to the completion of reinstatement.

## Automatic Reinstatement of Sum Insured

The sum insured will not be reduced by a claim payment unless **we** give written notice to the contrary within 30 days of the claim notification being first received by **us**, if you take immediate steps to carry out any damage prevention measures that **we** may require.

## Property Owners Liability

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as damages and costs and expenses for accidental bodily injury to any person or damage to material property occurring:</p> <p>a) during the period of insurance and arising from:</p> <p>i. your ownership of:</p> <ul style="list-style-type: none"><li>- the buildings</li><li>- the land on which the buildings that you own stand</li><li>- any grounds adjacent to, belonging to and used in connection with the buildings that <b>you</b> own</li></ul> <p>ii. <b>your</b> inspection, security, repair and maintenance of the buildings that <b>you</b> own, its land and adjacent grounds</p> <p>b) within a period of seven years from the expiry or cancellation of this section and arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any premises disposed of by <b>you</b> which were occupied by you for your activities.</p>	<ol style="list-style-type: none"><li>1. The amount of <b>excess</b> shown in the schedule in respect of each claim for damage to material property.</li><li>2. Liability arising directly or indirectly from:<ol style="list-style-type: none"><li>a) an agreement unless liability would have existed without the agreement</li><li>b) damage to property belonging to <b>you</b> or held in trust by <b>you</b> or in <b>your</b> custody or control</li><li>c) occupation of the premises</li><li>d) accidental bodily injury to any employee.</li></ol></li><li>3. Liability for:<ol style="list-style-type: none"><li>a) costs of remedying any damage or defect in premises disposed of by <b>you</b></li><li>b) fines, penalties or punitive, exemplary, aggravated or multiplied damages</li><li>c) liquidated damages</li><li>d) which <b>you</b> are entitled to indemnity from any other policy or source.</li></ol></li><li>4. Any claim if <b>you</b> failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.</li></ol>

### Claims settlement for Property Owners Liability

The most **we** will pay for any claim including costs and expenses is the indemnity limit shown in the schedule.

### General Exclusions

(Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated)

This policy does not cover:

#### 1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or damage to any property directly or indirectly 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.

## 2 WAR RISKS

any contingency, liability or damage occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

This exclusion does not apply to any cover for Employers Liability.

## 3 SONIC BANGS

damage arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

## 4 CONFISCATION

damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

## 5 TERRORISM

any claim directly or indirectly caused by resulting from or in connection with terrorism regardless of any other contributory cause.

This insurance also excludes any claim directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to terrorism. If **we** allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon **you**.

## 6 NORTHERN IRELAND (PROPERTY DAMAGE / BUSINESS INTERRUPTION)

Any damage, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of damage or consequential loss by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

## 7 POLLUTION OR CONTAMINATION

a) in respect of any cover for your insured property of any description, including electronic data, Business Interruption or Book Debts pollution or contamination except (unless otherwise excluded) damage caused by:

i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures

ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage,

subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

b) in respect of any cover for liability to third parties

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Pollution or contamination shall be deemed to mean:

- i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and
- ii. all damage or bodily injury directly or indirectly caused by such pollution or contamination.

#### 8 INDIRECT LOSS

Any indirect losses which result from the event that caused **you** to make a claim, except as specifically provided for under this policy.

This exclusion does not apply to any cover for:

- Property Owners Liability

#### 9 MORE SPECIFIC INSURANCE

property more specifically insured under another policy.

#### 10 DATE RELATED COMPUTER FAILURE

any claim directly or indirectly arising from the failure or possible failure of any computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software:

- a) correctly to recognise any date as its true calendar date
- b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- c) to save or correctly process any data on or after any date

but this shall not exclude subsequent damage or consequential loss not otherwise excluded which itself results from:

fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances, malicious people or vandals, storm or

flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation if covered by this policy.

## 11 ELECTRONIC RISKS

a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts

i. damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such damage is directly or indirectly

ii. consequential loss caused by or arising from virus or similar mechanism or hacking or denial of service attack.

b) in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability and Trustees Indemnity liability arising from damage to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

This exclusion does not apply to any cover for Employers Liability.

## 12 ASBESTOS

In respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability, Trustees Indemnity and Hirers Liability, liability arising directly or indirectly from:

a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of asbestos.

However, this shall not apply where removing, handling or disposing of asbestos does not form part of **your** activities or any contract work undertaken and:

i. **you** have complied with any legal obligations to manage asbestos and

ii. any discovery of asbestos by **you** is unintentional and accidental and

iii. where, upon discovery of asbestos, all work immediately stops and

iv. a HSE licensed asbestos removal contractor is employed:

- to make safe the area in which the discovery is made as soon as is practicable and

- who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by your policies and which do not exclude the work to be carried out

b) fears of the consequences of exposure to, or inhalation of asbestos.

This exclusion does not apply to any cover for Employers Liability.

## 13 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE

any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against **you**, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the standard endorsement to this policy.

## General Conditions

(Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated)

NOTE – Reference to claim in these General Conditions is deemed also to refer to claim made.

### Conditions Precedent to Liability

The due observance and fulfilment of the terms of this policy relating to anything to be done or complied with by **you** shall be conditions precedent to our liability to make any payment under this policy.

### Cancellation and Cooling-off (Private Customers Only)

If **you** are an individual person and any part of the insurance by this policy has been requested by **you** for purposes which are outside **your** trade, business or profession then the following cooling-off and cancellation conditions apply.

#### Your right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, **you** change **your** mind and no longer require the cover then **you** have 14 days (cooling-off period) from either the date **you** received the full documentation or the date the cover commenced, whichever is the later, to tell **us**, or **your** insurance advisor, in writing that **you** wish to cancel the policy. In such circumstances, **we** will make a full refund of premium.

#### Your right to cancel after the cooling-off period

- If the policy is not cancelled within the cooling-off period, then the insurance is in force and **you** are committed to pay the premium.
- **You** can cancel the policy providing **you** give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a claim **we** will refund the premium for the remainder of the period of insurance.
- If **you** have made a claim in the current period of insurance then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the period of insurance must be paid by **you** or it will be deducted from any claim settlement.

#### Our right to cancel

- **We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by recorded delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the period of insurance, suitably adjusted if the premium is paid by instalments.

- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

### **Cancellation (Other than in General Condition 2 above)**

**Your** right to cancel

- **You** can cancel this policy providing you give **us** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as **you** have not made a claim **we** will refund the premium for the remainder of the period of insurance, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If **you** have made a claim in the current period of insurance then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the period of insurance must be paid by **you** or it will be deducted from any claim settlement.

**Our** right to cancel

- **We** have the right to cancel the policy by giving **you** 14 days notice in writing sent by recorded delivery to **your** last known address.
- If **we** cancel the policy **we** will refund the premium for the remainder of the period of insurance, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by **us** in writing.

### **Claims Procedure (Your duties)**

When **you** become aware of a possible claim under this policy **you** shall (at **your** expense):

- notify **us** immediately
- immediately tell the police if damage is caused by theft, attempted theft, malicious acts, riot or civil commotion
- take all practical steps to recover any property lost or to minimise the damage
- within 30 days (7 days in the case of damage by riot, civil commotion, strikers, labour disturbances and malicious persons) advise **us** in writing giving full details, and complete **our** appropriate claim form
- in respect of any claim for Business Interruption, submit to **us** within 30 days after the expiry of the indemnity period, or within such further time as **we** may in writing allow, a statement setting out particulars of the claim together with details of all other insurances covering any part of the damage or resulting business interruption
- give all assistance, information and documentation we may reasonably require within any timescales we may set at the time
- send to **us**, unanswered, every writ, summons or other communication immediately it is received
- send to **us** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to **you**
- if we require, provide to **us** a statutory declaration of the truth of the claim.

When **you** become aware of a possible claim under this policy **you** shall not:

- admit, deny, negotiate or settle a claim without **our** written consent
- abandon any property to **us**.

## Claims Procedure (Our Rights)

If **you** make a claim under this policy **we** have the right:

- to enter any building where damage has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in **your** name
- to settle any liability claim by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at **our** discretion, the claim can be settled. **We** will then relinquish control of the claim and be under no further liability
- to arrange a post mortem at **our** expense in the event of a death benefit claim under the Personal Accident, Personal Accident or Assault cover.

## Claims Settlement

Where more than one **excess** applies to any one claim only the highest **excess** will be deducted from the amount of settlement.

## Subrogation

Before or after **we** settle any claim under this policy **you** shall, at our request and at our expense do, or permit to be done, anything necessary or reasonably required by **us** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from other parties, to which **we** would be entitled after settlement of that claim.

## Other Insurance

- If at the time of a claim there is any other insurance covering anything insured by this policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, **we** will only pay **our** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) **we** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident, Personal Accident or Assault, irrespective of the number of policies issued by **us**, **we** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this policy will be subject to the same condition of underinsurance (average) if it is not already included.

## Fraud

If **you** or anyone acting for **you** makes a claim under this policy knowing the claim to be false in any respect:

- **we** will not pay the claim; and
- all cover under this policy ceases; and
- **we** will not return any premium paid.

## Misrepresentation, Misdescription or Non-Disclosure

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers you give and statements you make as part of your insurance application, including at renewal and when an amendment to your policy is required, should be honest and accurate. If you deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

## Reasonable Care

At all times, **you** must take all reasonable steps to:

- prevent or minimise damage or bodily injury
- protect the property covered under this policy
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of employees
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

## Alteration of Risk

**You** must tell us immediately:

- **you** become aware of any changes in circumstances which increase the risk of damage, accident or liability, such as:

a) structural alterations or major repairs

b) any demolition, groundwork, excavation or construction being carried out adjacent to the premises

c) changes in **your** activities, the premises or its use

- **your** interest ceases, except by will or operation of law

- an administrator, liquidator or receiver is appointed or if **you** enter into a voluntary arrangement.

Upon any alteration as described above, **we** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium.

## Arbitration

Provided **we** have admitted liability for a claim, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- an agreed arbitrator, or if an arbitrator cannot be agreed

- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

**You** must not take legal action against us over the dispute before the arbitrator has reached a decision.

## Index-linking

If any property damage section of this policy is subject to index-linking then:

- the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends

- the renewal premium will be calculated on revised sums insured that include previous index-linking increases

- in the event of a claim the adjustments will continue

## Standard Endorsement

The following endorsement is standard for all policies but is only effective where the stated sections or extensions are operative.

Subject otherwise to the terms, exceptions and conditions of the policy

### CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If section(s) or extension(s) for:</p> <ul style="list-style-type: none"> <li>• Employers Liability and/or</li> <li>• Public and Products Liability and/or</li> <li>• Property Owners Liability</li> </ul> <p>are operative under this policy <b>we</b> will pay all amounts which you become legally liable to pay overall for legal costs and expenses incurred with our prior consent in the defence of any criminal proceedings, or an appeal against conviction, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of <b>your</b> activities during the period of insurance.</p>	<ol style="list-style-type: none"> <li>1) Fines or penalties of any kind.</li> <li>2) Costs of any remedial or publicity orders, or steps to be taken by such orders.</li> <li>3) Proceedings consequent upon any deliberate act or omission by:               <ol style="list-style-type: none"> <li>a) <b>you</b></li> <li>b) <b>your</b> managerial employees while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.</li> </ol> </li> <li>4) Legal costs and expenses:               <ol style="list-style-type: none"> <li>a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover</li> <li>b) where indemnity is otherwise provided by any other policy, insurer or from any other source.</li> </ol> </li> <li>5) <b>We</b> will not pay any claim when <b>you</b> have failed to comply with the special requirements for this endorsement and such failure caused or worsened the liability.</li> </ol>

### Special requirements for Corporate Manslaughter and Corporate Homicide Endorsement

**You** must as a condition precedent to **our** liability:

- 1 obtain **our** written consent prior to the appointment of any solicitor or counsel to act for **you**
- 2 notify **us** immediately about any summons or other process served upon **you** which may give rise to a claim under this extension
- 3 not commence an appeal without **our** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

### Claims settlement for Corporate Manslaughter and Corporate Homicide Endorsement

The most **we** will pay is £1,000,000 for all claims:

- under this extension in any period of insurance
- in total for all policies issued by **us** to **you** where the claim relates to the same prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007.

This limitation forms part of and is not in addition to the indemnity limits stated in the schedule or the policy for each of the sections or extensions to which this extension applies.

## Making a Claim

Claims Telephone Number: 03330 107 190

Claims Email Address: [uk.penunderwriting\\_newclaims@penunderwriting.com](mailto:uk.penunderwriting_newclaims@penunderwriting.com)

The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives **you your** money back if **your** authorised financial services provider is unable to pay **you** because it has insufficient assets.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product **you** have bought.

The FSCS does not charge individual consumers for using its service.

The FSCS cannot help **you** if the firm you have done business with is still trading.

**You** can write to:

Financial Services Compensation Scheme

10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Visit the website: [www.fscs.org.uk](http://www.fscs.org.uk)

Phone FSCS helpline on 0207 741 4100 or 0800 678 1100

## Fraud Prevention

**We** may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If **you** make a claim, **we** will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information please refer to **our** privacy policy available on **our** website [www.seib.co.uk](http://www.seib.co.uk)

## Complaints Procedure

It is always **Our** intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. **You** can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting **Your** Policy and/or Claim number. **We** will investigate **Your** concerns and provide a response as soon as possible.

Address:

Pen Underwriting Limited,  
Complaints,  
7th Floor Spectrum Building,  
55 Blythswood Street,  
Glasgow,  
G2 7AT

Telephone: 0141 285 3539

Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Should **You** remain dissatisfied having received a Final Response to **Your** complaint and **You** fit the definition of an 'eligible complainant', **You** may then be able to refer **Your** complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate **Your** complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SRR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Useful Addresses

<p>SOUTH ESSEX INSURANCE BROKERS South Essex House North Road South Ockendon Essex <a href="http://www.seib.co.uk">www.seib.co.uk</a></p>	<p>ASSOCIATION OF BRITISH INSURERS Consumer Information Department 51 Gresham Street, London, EC2V 7HQ <a href="http://www.abi.org.uk">www.abi.org.uk</a></p>	<p>FINANCIAL OMBUDSMAN SERVICE Service Exchange Tower London, E14 9SR <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></p>
<p>FINANCIAL CONDUCT AUTHORITY (To protect and enhance consumer confidence in the UK financial system) 25 The North Colonnade Canary Wharf, London, E14 5HS <a href="http://www.fca.org.uk/">www.fca.org.uk/</a></p>	<p>FINANCIAL SERVICES COMPENSATION SCHEME 10th Floor, Beaufort House 15 St Botolph Street, London, EC3A 7QU <a href="http://www.fscs.org.uk">www.fscs.org.uk</a></p>	