

Public Liability Insurance for Dog Owners.



Specially arranged by SEIB Insurance Brokers.
South Essex Insurance Brokers Ltd are authorised
and regulated by the Financial Conduct Authority.



SEIB
INSURANCE BROKERS.

Over 50 years of excellent service

IMPORTANT NOTICE TO THE INSURED

Please read this **Policy** carefully to ensure that it is in accordance with your requirements and that **You** understand its terms and conditions. SEIB Insurance Brokers should be contacted immediately if any correction is necessary. It is understood and agreed that the **Company** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

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The **Insured** named in the **Certificate of Insurance** having made a **Proposal** which shall be the basis of this contract and having paid the premium or agreed to pay the premium at the start date of this contract the **Company** agrees to provide the insurance described in this **Policy** (if stated in the **Certificate of Insurance** as being insured) subject to the terms and conditions and exclusions contained in this **Policy** and provided that the liability of the **Company** shall not exceed the relevant **Limit(s) of Liability** stated in the **Certificate of Insurance**.

This **Policy** consists of this document, the **Certificate of Insurance** and endorsements/specifications, if any, all are to be read as one contract. In this **Policy**, certain words or phrases are specially defined. In deciding to accept this **Policy** and in setting the terms, conditions and premium the **Company** have relied on the information which **You** have provided.

Unless agreed otherwise by The Company English law will apply to this **Policy**.



DATE JANUARY 2019 SIGNED

FOR AND ON BEHALF OF THE COVERHOLDER

DATA PRIVACY NOTICE FOR SOUTH ESSEX INSURANCE BROKERS LIMITED

Your privacy is important to SEIB. SEIB will process **Your** personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which may be held about **You** or processed is SEIB who **You** can contact via the Data Protection Officer at South Essex House, North Road, South Ockendon, Essex RM15 5BE or on 01708 850 000 or email dataprotection@seib.co.uk

SEIB process **Your** personal data for the purposes of offering and carrying out insurance related services to **You** or to an organisation or other persons which **You** represent. **Your** personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing **Your** personal data with, and obtaining information about **You** from, SEIB's group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and SEIB's regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that **Your** personal information is protected.

SPECIAL CATEGORIES OF DATA

In order to provide **Your** insurance Policy or when making a claim, SEIB may need to collect or process information relating to **Your** or a dependant's health or criminal convictions. As this is 'sensitive personal data' SEIB are required to obtain **Your** consent to process this information. If **You** do not consent to SEIB processing this information SEIB may be unable to provide **Your** insurance Policy or process any claim. **You** are entitled to withdraw this consent at any time. However, withdrawing **Your** consent may mean SEIB are unable to continue providing **Your** cover meaning **Your** insurance Policy may be cancelled. **Your** Policy terms and conditions set out what will happen in the event **Your** Policy is cancelled.

Where SEIB have **Your** consent, SEIB may market their services to **You** or provide **Your** personal data to their related companies or business partners for marketing purposes. **You** can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting SEIB.

FRAUD PREVENTION

SEIB may check **Your** details with various fraud prevention and credit reference agencies. If **You** make a claim, SEIB will share **Your** information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, SEIB may appoint loss adjusters or external investigation services to act on SEIB's behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

FURTHER INFORMATION

For further information on how **Your** personal data is used and **Your** rights in relation to **Your** personal data please refer to SEIB's Privacy Policy at www.seib.co.uk/about-us/privacy-policy or contact SEIB's Data Protection Officer.

PEN UNDERWRITING LIMITED DATA PROTECTION WORDING

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice.

Pen Underwriting Limited are the data controller of any personal information **You** provide to us or personal information that has been provided to us by a third party. We collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see our Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If **You** are providing personal data of another individual to us, You must tell them You are providing their information to us and show them a copy of this notice.

DEFINITIONS

For the purposes of this **Policy**:

Certificate of Insurance shall mean the document being part of **Your Policy** showing the **Limit of Indemnity** and details of **Your Dog** and any extra clauses, terms, exclusions and exceptions that apply to **Your Policy**.

Company shall mean Markel International Insurance Company Limited as defined in General Condition 16.

Coverholder/Insurance Broker shall mean South Essex Insurance Brokers Ltd (SEIB).

Damage shall mean physical loss or damage to **Property**.

Dog shall mean any dog as specified in the **Certificate of Insurance**.

Injury shall mean bodily injury and includes death, illness and disease, excluding all allegations of defamation and injury to feelings.

Limit of Indemnity shall mean the limit (inclusive of costs and expenses) applicable to this **Policy** as stated in the **Certificate of Insurance** and is the maximum amount payable by the **Company** in respect of any one claim and/or series of claims arising from the same incident.

Period of Insurance shall mean the period specified in the **Certificate of Insurance** and/or any other period agreed by the **Company**.

Policy shall mean and include:

- (a) All information provided to the **Company** as part of a **Proposal** for issue/renewal or amendment of the insurance as set out in this document;
- (b) All terms, provisions, exclusions, conditions, sums insured, and **Limit of Indemnity** as set out in this document;
- (c) The **Certificate of Insurance**, notices and other documents as they arise;
- (d) All endorsements issued and incorporated in this document.

Property shall mean property which is both physical and tangible.

Proposal shall mean any signed proposal form, statement of facts or declaration and/or any information in connection with this insurance supplied by or on behalf of the **Insured** in addition thereto or in substitution therefore whether at the time of acceptance or prior or subsequent thereto.

Territorial Limits shall mean the United Kingdom, the Isle of Man and the Channel Islands.

You/Your/Insured shall mean the individual named in the **Certificate of Insurance**.

GENERAL CONDITIONS

1. Certificate of Insurance

The **Certificate of Insurance** (which shall include any subsequent renewal **Certificate of Insurance**) shall be deemed to be incorporated in and form part of this **Policy** and the expression 'this **Policy**' wherever used in this contract shall be read as including the said **Certificate of Insurance**.

2. Limits of Indemnity

The **Limit(s) of Indemnity** shall not be increased by any extension, endorsement or amendment to this **Policy** unless the increase is specified in the extension, endorsement or amendment.

3. Compliance with Conditions

The due observance and fulfilment of the terms and conditions of this **Policy** and of any endorsements hereto so far as they relate to anything to be done or complied with by the **Insured** shall be a condition precedent to any liability of the **Company** to make any payment under this **Policy**.

4. Misrepresentation

In the event of the **Company** being entitled at any time to avoid this **Policy** by reason of any non-disclosure and/or misrepresentation by the **Insured** in the **Proposal** for this insurance the **Company** may at its election give notice to the **Insured** that they regard this **Policy** as being in full force and effect, save that there shall be excluded from the indemnity afforded under the **Policy** any claim which has or may arise and which is in any way related to the information which should have been disclosed and/or the matters misrepresented to the **Company**. The **Policy** shall then continue in full force and effect but shall be deemed to exclude the particular claim or possible claim referred to in the notice, as if this exclusion had been specifically endorsed on the **Policy**.

5. Alteration

This **Policy** shall be avoided if there is any alteration:

- 5.1 to the **Dog** as specified in the **Certificate of Insurance** or in any other circumstances whereby the risk of loss, destruction or damage is materially increased;
- 5.2 whereby the **Insured's** interest ceases except by will or operation of law; or unless such alteration is agreed to in writing by the **Company**.

6. Precautions

The **Insured** shall take all reasonable precautions:

- 6.1 to comply with all regulatory and other obligations imposed by authority and;
- 6.2 to prevent any occurrence which may give rise to a claim under this **Policy**.

7. Fraud

If a claim is fraudulent in any respect or if fraudulent means are used by the **Insured** or by anyone acting on behalf of the **Insured** to obtain any benefit under this **Policy** all benefit under this **Policy** shall be forfeited.

8. Other Insurance

If the liability which is the subject matter of a claim under this **Policy** is more specifically insured under any other insurance, the **Company** shall not be liable under this **Policy**, except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this **Policy** not been effected.

9. Arbitration

If any dispute arises as to the amounts to be paid under this **Policy** (liability having been admitted) the dispute will be referred to an arbitrator appointed by the parties or in default of agreement between the parties by the President of the Chartered Institute of Arbitrators.

10. Cancellation

If **You** are not happy with this **Policy**, **You** can cancel **Your Policy** during the first 14 days from either:

- a) the start date of the **Policy** or
- b) the date on which **You** receive **Your Certificate of Insurance**, whichever is later.

This period is called the 'cooling off period.' If **You** chose to cancel the **Policy** during this cooling off period, **You** will receive a refund of any premium paid less a GBP10 administration fee to cover the **Insurance Brokers' costs**, providing **You** have not made any claims during this period. If **You** have made a claim during this period, **You** will not be entitled to a return of any premium and if the premium is being paid in instalments, the entire premium will be payable irrespective of **Your** choice to cancel the **Policy**.

You may cancel this **Policy** at any time after the cooling off period by contacting **SEIB Insurance Brokers** expressing **Your** intention to cancel the **Policy**. **You** will not however be entitled to a return of premium for the unexpired portion of the **Period of Insurance**. The **Insurance Broker** may cancel this **Policy** by sending **You** 14 days' notice by registered post or recorded delivery at **Your** last known address. The **Insurance Broker** will not give **You** a refund of the premium **You** have paid for the **Period of Insurance** after the cancellation date.

11. Subrogation

Any claimant under this **Policy** shall at the request and expense of the **Company** provide such information and co-operation as the **Company** may require and shall take and permit to be taken all necessary steps for the enforcing of rights against any other party in the name of the **Insured** before or after any payment is made by the **Company**.

12. Several Liability

The subscribing Insurers' obligations under this **Policy** are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscriptions of any co-subscribing Insurers whatsoever.

13. Jurisdiction and Disputes Clause

Any dispute between the **Company** and the **Insured** (or anyone claiming benefit under this **Policy**) concerning this **Policy**, its validity or the interpretation of the terms, conditions, limitations and/or exclusions contained will be decided in accordance with the law of England and Wales, and the courts of England and Wales will have exclusive jurisdiction.

14. Deductible Clause

The **Insured** will bear the amount of any excess/deductible stated in the **Certificate of Insurance** and any amount or amounts will be payable by the **Insured** before the **Company** will be liable to make any payment.

15. Discharge of Liability

The **Company** may at any time pay to the **Insured** the amount of the **Limit of Indemnity** (after deduction of any sums already paid as damages) or any lesser amount for which any claim may be settled and on payment the **Company** will relinquish conduct and control of the claims except for recoverable expenses of litigation.

The **Company** will be under no further liability in connection with these claims except for other costs and expenses incurred with its written consent in respect of matters prior to the date of such payment.

16. Identity of Insurer

Markel International Insurance Company Limited:
Registered in England number 966670
Registered address: 20 Fenchurch Street, London, EC3M 3AZ
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

GENERAL EXCLUSIONS

This **Policy** does not cover:

1. War

Any liability, loss, destruction, damage, consequential loss or **Injury** directly or indirectly occasioned by, happening through or in 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, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

2. Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to, by or arising from:

- (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3. Excluded Activities

Any liability, loss, destruction, damage, consequential loss or **Injury** directly or indirectly occasioned from guarding, track racing, coursing, professional breeding or working dogs of any kind.

4. Sanctions

Any benefit to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

5. Cyber

Any legal liability for loss, damage, liability or expense caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

6. Unacceptable Breeds

This **Policy** does not provide any cover for the following breeds:

- i. Pitbull (American);
- ii) Rottweiler (American);
- iii) Staffordshire Terrier (American);
- iv) Cane-corso;
- v) Dogo Argentino;
- vi) Japanese Tosa;
- vii) Pit Bull Terrier;
- viii) Perro-de-Presa Canario;
- ix) Shar-Pei;
- x) Wolves & Wolf Hybrids;
- xi) Fila Brasileiro;
- xii) Any dog registered under The Dangerous Dogs Act 1991, The Dangerous Dogs (Amendment) Act 1997 or The Dangerous Dogs (Northern Ireland) Order 1991 and any subsequent amendments;

Or a dog crossed with any of the breeds named above.

7. Loss of Electronic Data

Notwithstanding any provision to the contrary within the **Policy** or any endorsement thereto the **Company** shall not provide indemnity under this **Policy** in respect of any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this Exclusion:

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

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

PUBLIC LIABILITY

The **Company** will indemnify the **Insured** for their legal liability as the owner of the **Dog** as specified in **Your Certificate of Insurance** up to £2,000,000 for any accident or series of accidents arising from the same incident during the **Period of Insurance** and within the **Territorial Limits**, inclusive of all damages, costs and expenses in respect of:

- (a) Accidental **Injury** to any person except:
 - i) that arising out of and in the course of his/her employment by the **Insured** under a contract of service or apprenticeship;
 - ii) any member of the **Insured's** family;
 - iii) any agent or licensee of the **Insured**;
- (b) Accidental loss of or **Damage to Property** (subject to exclusions below);
- (c) Interference with or loss of enjoyment of **Property** as a result of obstruction trespass or nuisance.

Nothing contained in the above will be deemed to increase the **Limit of Indemnity** beyond the amount stated in the **Certificate of Insurance**.

EXTENSIONS

Unless stated the following **Extensions** are subject to the terms and conditions and exclusions of this **Policy**:

1. Extended Indemnity

The **Company** will also indemnify subject to the terms and conditions of this **Policy**:

- (a) **Personal Representatives**

In the event of the death of any individual entitled to an indemnity under this **Policy** in respect of any liability incurred, the Personal Representatives of any such person who themselves claim indemnity under this **Policy**;
- (b) **Costs and Expenses**

All other costs and expenses incurred with its written consent in diminution of the **Limit of Indemnity**;
- (c) **Indemnity to Other Persons**

Any person looking after the **Dog** as specified in the **Certificate of Insurance** on the **Insured's** order or with his/her permission except arising out of and in the course of his/her employment by the Insured under a contract of service or apprenticeship.

EXCLUSIONS

The **Company** will not indemnify the **Insured** against:

1. Contractual Liability

Liability which attaches by virtue of a contract or agreement but, which would not have attached in the absence of a contract or agreement.

2. Fines, Liquidated Damages or Penalties

Fines or liquidated damages or amounts under any penalty clause.

3. Employees

Liability to any employee in respect of **Injury** arising out of and in the course of his employment by the **Insured** or to any other person indemnified under this **Policy**.

4. Custody or Control

Damage to:

- (i) **Property** belonging to the **Insured** or in the custody or under the control of the **Insured** or of any employee (other than personal **Property** belonging to visitors, directors, employees, partners of the **Insured**)

5. Deliberate Acts

Liability caused by or arising from any deliberate act or omission by or on behalf of the **Insured** and which would reasonably have been expected by the **Insured** having regard to the nature and circumstances of the act or omission.

6. Vehicles

Liability arising under the terms of road traffic legislation.

7. Advice or Professional Services

Liability caused by or arising from:

- (i) advice, design or specification given by or on behalf of the **Insured** for a fee;
- (ii) professional services rendered by or on behalf of the **Insured**.

8. War

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.

9. Radio Activity

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

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

10. Punitive or Exemplary Damages

Liability for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.

11. USA/Canada

Any liability to pay compensation arising out of a decision of any court made in accordance with the laws of the United States of America or Canada.

12. Offshore

Liability arising offshore.

13. Gradual Environmental Impairment

Any liability for or consequent upon:

- (i) **Injury or Damage to Property**, directly or indirectly arising out of the gradual discharge dispersal release or escape of pollutants;
- (ii) the cost of removing nullifying or cleaning up pollutants which have been gradually discharged dispersed released or escaped;
- (iii) fines penalties or exemplary damages arising directly or indirectly out of the gradual discharge dispersal release or escape of pollutants occurring anywhere in the world.

14. Terrorism

Liability for all actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly or indirectly arising out of; contributed by, caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, confiscation by order of any public authority or government du jure or de facto, martial law or;
- b) riots, strikes or civil commotion;
- c) any act of terrorism.

For purposes of this exclusion, an act of terrorism means an activity that:

- i) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof and;
- ii) appears to be intended to:
 - I) intimidate or coerce a civilian population;
 - II) disrupt any segment of the economy of a government de jure or de facto, state, or country;
 - III) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion;
 - IV) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

This exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or respond to (a), (b) and or (c) above. If the **Company** allege that by reason of this exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

15. Walls, Fences, Gates or Crops

Damage to any wall, fence, hedge, gate, land or crops caused by the **Dog** as specified in the **Certificate of Insurance**.

16. Family Members

Liability to any member of the **Insured's** family in respect of **Injury** or **Damage** arising from the **Dog** as specified in the **Certificate of Insurance**. For purposes of this exclusion, family shall mean parent, grandparent, partner, spouse, child, grandchild and siblings and their partners, spouses or children.

17. Hire & Reward

The carrying on of any trade business or profession or use of the **Dog** as specified in the **Certificate of Insurance** for hire or reward.

18. Asbestos Clause

Any liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sales use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

19. Fungus, Mould and Mildew

The **Company** will not indemnify the **Insured** against:

1. Damages direct or consequential, on account of 'bodily injury', 'property damage', 'personal or advertising injury' or 'medical payments' arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens;
2. Any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens;
3. Any obligation or duty to defend any actions on account of 'bodily injury', 'property damage', 'personal or advertising injury' or 'medical payments' arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

20. Component Building Material

Any liability in respect of **Injury**, loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

21. Livestock

Any liability arising directly or indirectly as a result of the **Dog** as specified in the **Certificate of Insurance** worrying livestock.

ADDITIONAL CONDITIONS

Limit of Indemnity

The liability of the **Company** for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the **Limit of Indemnity** as specified in the **Certificate of Insurance**.

Claims Procedures

In the event of a claim or an occurrence likely to give rise to a claim under this **Policy** you must notify SEIB Insurance Brokers Claims Department (in accordance with the Claims Conditions below) by calling 01708 850 000, writing to Claims Department, South Essex House, North Road, South Ockendon, Essex RM15 5BE or emailing claims@seib.co.uk. In the event of an accident involving personal **Injury** please ensure you make all endeavours to obtain written statements from the injured person(s) (where appropriate) at the time of the event.

Claims Conditions

In the event of a claim or an occurrence likely to give rise to a claim:

1. The **Insured** and/or person claiming to be indemnified must:
 - a) Notify the **Coverholder** in writing within 14 days giving full particulars of all occurrences detailing if a formal claim has been intimated;
 - b) Notify the **Coverholder** in writing immediately once the **Insured** has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this **Policy**;
 - c) Forward to the **Coverholder** immediately on receipt, every letter, claim, writ, summons or process;
 - d) Give all information, documented records and assistance as the **Company** may require, to comply with litigation procedures and disclosure of documents.
2. The **Company** will be entitled to have the sole conduct and control of all claims and legal proceedings.
3. The **Insured** and or person claiming to be indemnified under the **Policy** will not negotiate, admit liability or make promise or payment in respect of any claim or occurrence without the written consent of the **Company**.
4. The **Company** will be entitled to prosecute in the name of the **Insured** and/or person claiming to be indemnified but for the **Company's** benefit any claim for damages or indemnity.

COMPLAINTS PROCEDURE

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and **You** should contact them directly in the first instance.

Alternatively **You** can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting **Your** Policy and/or Claim number. Pen Underwriting 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

Further details of Pen Underwriting's internal complaint-handling procedures are available on request.

You can also contact the **Company**, contact details can be found under General Conditions 16.

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 9SR

Telephone: 0800 0234567 (for landline users)

Telephone: 0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

The **Company** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the **Company** are unable to meet their obligations under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**.

Financial Services Compensation Scheme
10th Floor
Beaufort House 15 Botolph Street London
EC3A 7QU

Telephone: 0800 678 1100 or 020 7741 4100
Email: enquiries@fscs.org.uk
www.fscs.org.uk



Call 01708 850 0000

www.seib.co.uk   

South Essex House, North Road, South Ockendon, Essex RM15 5BE

SEIB
INSURANCE BROKERS.

Over 50 years of excellent service