

## **PUBLIC LIABILITY INSURANCE**

### **About Your Policy**

The Policy Introduction explains the insurance provided under this contract

Each Section may include terms Definitions Conditions and Exclusions unique to the Section which should be read in conjunction with the Policy Definitions Conditions and Exclusions

An Endorsement forms an addition to the Section and varies the insurance provided by the Section

The Schedule and any Endorsement should be read together for precise details of Your insurance protection

Please take care to review all documentation carefully to ensure that the information provided accurately reflects your circumstances and that the cover provided suits your requirements

You should pay particular attention to any terms conditions limits and exclusions including endorsements which may require you to take action

### **Policy Introduction**

This Policy is a contract between You and the insurer

In deciding to accept this insurance and in setting the terms and premium we have relied on information you have given. You must take all reasonable care to provide complete and accurate answers to the questions we ask when you take out make changes to and renew your policy

When we are notified of a change we will tell you whether this affects your policy for example whether we are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy

Please read the whole document carefully it is arranged in different sections It is important that

- you are clear which sections you have requested and want to be included;
- you understand what each section covers and does not cover;
- you understand your own duties under each section and under the insurance as a whole.

Please contact your Broker immediately if this document is not correct or if you would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland Northern Ireland the Isle of Man or the Channel Islands as the case may be

The insurer will indemnify You following Your payment of the premium within the operative Section Definitions terms Conditions and Exclusions Schedule and Endorsement as stated in the Insurance provided and Limit of Liability occurring in connection with Your Business during the Period of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms Conditions and Exclusions Schedule and any Endorsement unless the Section Definitions terms Conditions and Exclusions Schedules or any Endorsement state otherwise

Any Item and or Limit and or Sum Insured and or Total Sum Insured and or Limit of Liability stated in a Section Schedule or any Endorsement is exclusive of Excess

Please note that You are required to inform Your insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance and failure to do so may invalidate Your Policy or result in the Insurance provided not operating fully

**Important Notice:**

You are required to make a fair presentation of the risk to Insurers.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if You had complied with the duty of fair presentation:

- Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid (and, if applicable, You must return any payments made by Insurers under the terms of the Policy).
- If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
- If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce the amount to be paid on a Claim (and, if applicable, the amount already paid on prior claims) by the proportion the premium actually paid bears to the premium that would have been charged. This remedy may apply in addition to the remedy at 2. above.

You should contact Your insurance advisor if You are in any doubt as to whether a fact is material or not Insurers may regard the Policy as void and are not required to return any paid Premium to You.

Authorised Signatory

Aaron Crombie

Underwriting Director

Pen Underwriting (Delegated)

## **SECTION 1 PUBLIC LIABILITY INSURANCE**

### **INSURING CLAUSE**

In consideration of the payment of the Premium specified in the Schedule attaching to and forming a part of this Insurance (hereinafter referred to as the "the Schedule") by the Master Insurance Holder, the Insurers agree, subject to the terms, Conditions, Limitations, Exclusions and Endorsements set forth herein to indemnify the Insured:-

- 1) against all sums which the Insured shall become legally liable to pay as damages up to but not exceeding the Limit of Indemnity and, in addition to the aforementioned Limit of Indemnity, claimants' costs and expenses in respect of Bodily Injury or loss or damage to Property;
- 2) against all costs and expenses incurred with the written consent of the Insurers in respect of any claim against the Insured which may be the subject of indemnity;
- 3) against the payment of the solicitor's fees incurred with the written consent of the Insurers for representation of the Insured at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death proceeding in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of or damage to Property which may be the subject of indemnity under this Insurance;

happening anywhere within the Territorial Limits specified in the Schedule during the Period of Insurance and arising out of the Insured's use and/or ownership and/or control of a Horse(s) or Horse drawn vehicle(s) and direct participation by the Insured in other Horse related activities.

The indemnity provided by this Insurance shall apply only to judgements of first instance against the Insured in the Courts of Law within any country within the Jurisdiction specified in the Schedule and not to judgements obtained elsewhere or orders obtained in the said Courts for the enforcement of judgements obtained elsewhere whether by the way of reciprocal agreements or otherwise.

This Insurance shall also provide indemnity to any person given permission by the Insured to use the Insured's Horse or Horse drawn vehicle or a Horse or Horse drawn vehicle normally in the Insured's custody whilst using such Horse or Horse drawn vehicle.

Provided always that such person shall as though he or she were the Insured observe, fulfil and be subject to the terms, Conditions, Limitations and Exclusions of this Insurance.

### **LIMIT OF INDEMNITY**

The liability of the Insurers for all damages payable by the Insured to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one original cause shall not exceed the limit stated in the Schedule.

### **GROOMS LIABILITY EXTENSION**

The following Extension shall apply, subject always to the limits, terms, conditions and exclusions of this Section and the Policy.

This Insurance is extended to indemnify any groom who is engaged in working for the Insured for legal liability to pay damages, including claimants' costs recoverable from the Insured, as a result of Bodily Injury or loss of or damage to Property that occurs whilst undertaking or conducting such work on behalf of the Insured in relation to a Horse belonging to or in the care, custody or control of the Insured.

## SECTION 1 PUBLIC LIABILITY INSURANCE

### DEFINITIONS

In this Insurance:

- 1) "Bodily Injury" shall mean death, injury, illness disease or nervous shock.
- 2) "Property" shall mean material property.
- 3) "Employee" shall mean:-
  - (a) any person under a contract of service or apprenticeship with the Insured;
  - (b) any labour master or labour only sub-contractor or person supplied by any of them;
  - (c) any self-employed person;
  - (d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured;
  - (e) any person participating in any Government or otherwise authorised work experience, training, study, exchange or similar scheme;
  - (f) any casual labourer while engaged in working for the Insured.
- 4) "Member" shall mean:-
  - (a) any Champion Plus member of the Master Insurance Holder:
    - (i) normally domiciled in the United Kingdom, the Isle of Man, the Channel Islands, the Republic of Ireland or at bases of Her Majesty's Forces Overseas;
    - (ii) normally domiciled elsewhere in the world whilst temporarily visiting the United Kingdom, the Isle of Man, the Channel Islands or the Republic of Ireland;

who has paid his/her membership subscription to the Master Insurance Holder;

- (b) if required by Law, the parent or guardian of the said member;
- (c) in the event of the death of the member the personal representatives of the member in respect of liability incurred by the member;

Providing that such person shall as though he or she were Insured observe, fulfil and be subject to the terms, conditions, Limitations and Exclusions of this Insurance.

- 5) "Horse" shall mean any horse, pony, donkey, mule, ass or jennet.
- 6) "Pollution" means
  - (i) pollution or contamination by naturally occurring or man made substances forces or organisms or any combination of them whether permanent or transitory and however occurring and
  - (ii) all loss destruction damage or Injury directly or indirectly caused by such pollution or contamination
- 7) "One Occurrence" under the Limit of Indemnity shall mean any one occurrence or occurrences of a series consequent on or attributable to one source or original cause.
- 8) "The Excess" shall mean the amount stated in the Schedule, which the Insured shall pay in respect of all damages, costs and expenses before the Insurers shall be liable to make any payment. The Excess shall apply to each Occurrence other than legal liability arising out of Bodily Injury.
- 9) "Family" shall mean the person (s) named in the schedule, their spouse and other relatives permanently living with them.
- 10) "Insurer" shall mean:  
Markel International Insurance Company Limited:  
Registered in England number 966670  
Registered address: 20 Fenchurch Street, London, EC3M 3AZ

Authorised by Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

- 11) "Insured/You/Your" shall mean:  
The person or corporate body or organisation detailed in the Schedule

## SECTION 1 PUBLIC LIABILITY INSURANCE

### EXCLUSIONS

This Insurance shall not provide indemnity for any liability, costs and expenses:-

- 1) arising out of Bodily Injury to any member of the Insured's family or household.
- 2) arising out of loss of or damage to Property belonging to or in the care, custody or control of the Insured's family household or a person in their service.
- 3) arising out of Bodily Injury or loss of or damage to Property arising out of or incidental to any profession, occupation or business of the Insured, other than in respect of liability as stated in the Grooms Liability Extension.
- 4) arising out of Bodily Injury or loss of or damage to Property directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition.
- 5) arising out of Bodily Injury or loss or damage to Property directly or indirectly caused by 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.
- 6) arising out of an assumption by Insured by agreement (other than liability arising out of a condition or warranty of goods implied by law) unless such liability would have attached in the absence of such agreement.
- 7) for punitive or exemplary damages.
- 8) for multiplied damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier.
- 9) arising out of Bodily Injury sustained by an Employee which arises out of and in course of his employment or engagement by the Insured.
- 10) arising out of Bodily Injury or loss of or damage to Property directly or indirectly caused by or contributed to by or arising from:-
  - (i) Horse racing being run under the rules of the British Horseracing Authority or similar authority or point to point racing;
  - (ii) the use of a Horse or Horse drawn vehicle for hire or reward.
- 11) for any claim arising from circumstances known to the Insured prior to the commencement of the Insured's coverage under this Insurance.
- 12) Pollution is excluded by General Exclusion 12(c) of this Policy but this Section provides Pollution cover subject to all other provisions of this Policy for liability in respect of Injury or loss of or damage to property caused solely by Pollution
  - (i) which results from a sudden identifiable unintended and unexpected incident and
  - (ii) such incident occurs entirely at a specific and identified time and place while the Policy remains in force Provided that
    - (a) all Pollution which arises out of any one incident will be deemed to have happened at the time such incident takes place
    - (b) the Insurers will not indemnify you against liability in respect of Pollution happening anywhere in the United States of America or Canada
  - (c) the total liability of the Insurers for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause
- 13) arising out of the ownership possession or use by or on behalf of the Insured or caused by any:-
  - (a) craft designed to travel in or through air, space or water (other than hand propelled watercraft or rescue craft);
  - (b) mechanically propelled vehicles.
- 14) caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
- 15) arising out of Terrorism (including, without limitation, contemporaneous or ensuing loss or damage or legal liability caused by fire and/or looting and/or theft).

Terrorism means any act or acts of force and/or violence:

(i) for political, religious or other ends;

and/or

(ii) directed towards the over-throwing or influencing of the Government de jure or de facto;

and/or

(iii) for the purpose of putting the public or any part of the public in fear;

by any person or persons acting alone or on behalf of or in connection with any organisation.

In any claim and in any action, suit or other proceedings to enforce a claim under this Insurance the burden of proving that such claims does not fall within the Terrorism Exclusion set out above shall be upon the Insured.

- 16) for alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 17) directly or indirectly caused by, arising from or in connection with any commodity, article or thing including packaging, containers and labels sold, supplied, distributed, erected, repaired, altered, treated, installed, processed, manufactured or tested by or on behalf of the Insured and no longer in possession of, or under the control of, the Insured.
- 18) arising out of the business activities of the Master Insurance Holder.
- 19) (a) arising from loss, alteration or impairment of, or damage to, information and/or data in electronic form;  
(b) arising from malicious acts of any person carried out by electronic means;  
(c) for defamation or harassment carried out by electronic means;

but this Exclusion shall not apply in respect of liability for any ensuing Bodily Injury (save for mental injury or mental disease) or loss of or damage to Property, which is not otherwise excluded.

- 20) Arising 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.
- 21) We will not provide any benefit under this policy 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.

## SECTION 1 PUBLIC LIABILITY INSURANCE

### CONDITIONS

- 1) The Insured and/or the Master Insurance Holder shall:-
  - (a) in the event of a claim or possible claim under this Insurance give notice as soon as possible to South Essex Insurance Brokers Limited, South Essex House, South Ockendon, Essex, RM15 5BE, telephone no. 01708 850000, giving full particulars of the Occurrence. The Insured and/or the Master Insurance Holder shall provide all assistance and information as required by South Essex Insurance Brokers Limited;
  - (b) advise the Insurers in writing immediately the Insured has knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith.
- 2) The Insured shall provide the Insurers with such particulars and information as the Insurers may require and shall forward to the Insurers immediately on receipt every letter, writ, summons and process. The Insurers shall be entitled at their discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at their own expense and for their own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required. No admission of liability or offer, promise or payment shall be made without the written consent of the Insurers.
- 3) The Insurers may at any time at their sole discretion pay to the Insured the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the Insurers shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment. Provided that in the event of a claim or series of claims resulting in a liability of the Insured to pay a sum in excess of the Limit of Indemnity the Insurers' liability for such costs and expenses shall not exceed an amount being in the same proportion as the Insurers' payment to the Insured bears to the payment made by or on behalf of the Insured in settlement of the claim or claims.
- 4) The Insured shall take all reasonable care to prevent accidents and to maintain all buildings, furnishings and vehicles in sound condition and to employ only competent Employees and to act in accordance with all statutory obligations and regulations. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
- 5) If at the time of any claim under this Insurance there is any other valid and collectible insurance available to the Insured or any other insured party, other than insurance that is specifically stated to be in excess of this Policy and names the Insured for the insurance, then the Insurance by this Policy will be in excess of and will not contribute with such other insurance.
- 6) The Insurers will, subject to the terms, Conditions, Limitations and Exclusions of this Insurance, treat each party termed the "Insured" as though a separate Insurance had been issued to each of them provided that nothing in this Condition shall increase the liability of the Insurers to pay any amount in respect of any one claim or during the Period of Insurance set forth herein in excess of the amount stated in the Public Liability Section as the Limit of Indemnity.
- 7) Any dispute between the Insurers and the Master Insurance Holder concerning this Insurance, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein shall be decided in accordance with English Law and the Courts thereof shall have exclusive jurisdiction in any dispute to which jurisdiction the parties thereby submit.

The Premium for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

- 8) Permission is granted to the Master Insurance Holder to issue a "Policy Certificate" to the Master Insurance Holders' Members evidencing coverage afforded by this Insurance subject to the following:-
  - (a) the form to be used for such "Policy Certificate" shall be approved by Insurers hereon;
  - (b) should Notice of Cancellation be issued by the Master Insurance Holder or by Insurers then the Master Insurance Holder and/or its agent shall notify all those to whom a "Policy Certificate" has been issued, in accordance with the provisions of the Cancellation Clause contained herein;
  - (c) the terms of this Clause are subject to the acceptance of the Insured without which this Clause shall be null and void.

By acceptance of this Clause the Master Insurance Holder agrees to indemnify and hold harmless Insurers hereon for any loss, cost, damage, expense or liability of whatsoever nature or kind in any manner arising out of or as a result of any "Policy Certificate" or out of any failure to comply with any provision of a "Policy Certificate".

- 9) Any indemnity provided by this Policy in respect of legal liability to provide compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part).
- 10) No indemnity shall be provided until The Excess for any claim has been paid to and received by the Insurers.

**SECTION 1 PUBLIC LIABILITY INSURANCE**

**MASTER SCHEDULE**

**Master Insurance Policy No:** MPEN190069

**The Master Insurance Holder:** The Council of World Horse Welfare

**Address:** Anne Colvin House, Ada Cole Avenue, Snetterton, Norfolk,  
NR16 2LR

**Insured(s):** Individual Champion Plus/Junior Champion Plus/Champion Plus with Veterinary/ Family  
Members of World Horse Welfare

**Master Policy Period of Insurance:** Risks attaching during the period:  
**From:** 1<sup>st</sup> June 2019  
**To:** 31<sup>st</sup> May 2020  
both days inclusive Local Standard Time

**Members Policy Period of Insurance:** Twelve consecutive months only from the time Individual Champion Plus Membership  
is taken out with World Horse Welfare.

**Limit of Indemnity:** GBP 10,000,000 in respect of any one Occurrence.

**The Excess:** GBP 250 third party property damage

**Territorial Limits:** Anywhere in the world, excluding the United States of America  
and or Canada

**Jurisdiction:** European Union

**Insurer:** Markel International Insurance Company Limited

**Date of signature:** 1<sup>st</sup> June 2019



Signed by Barry Fehler Deputy Chairman of South Essex Insurance Brokers Ltd, on behalf of the insurers.



## **LONG TERM AGREEMENT ENDORSEMENT (applicable to all Sections)**

In consideration of the Underwriters agreeing to allow an annual premium discount of 5% for a 3 years agreement on this insurance, the Master Policy Holder hereby undertake to offer renewal of this insurance annually during the period from 1st June 2019 00.01 GMT to 1st June 2022 at 00.01 GMT on the terms, premium, rate and conditions in force at the expiry of each Period of Insurance and to pay the premium hereon annually.

This Long Term Agreement is subject to:

- (a) Incurred Net Loss Ratio not exceeding 60% for anyone Period of Insurance including the current policy period and the two preceding periods of insurance.
- (b) no material alteration to the risk other than alterations agreed in writing by the Underwriters and the resulting additional terms, premium rates and conditions imposed by the Underwriters being accepted by the Master Policy Holder.
- (c) no change in legal requirements which would oblige the Underwriters to amend the terms, premium rates or conditions of this insurance.
- (d) the Broker for the period of this Long Term Agreement remains South Essex Insurance Brokers Limited.

For the purposes of this Long Term Agreement "Incurred Net Loss Ratio" shall mean the total of all claims (which shall include actual claims payments including all medical, legal and other charges and reserves made by the Underwriters for outstanding claims and/or circumstances) divided by the total adjusted premiums (net of Insurance Premium Tax) paid and payable for the applicable Period of Insurance.

Nothing contained in this Long Term Agreement shall prejudice the right of the Underwriters to cancel this insurance in accordance with any cancellation condition which may be included herein.

Notwithstanding anything contained herein to the contrary it is understood that the Underwriters shall be under no obligation to accept an offer made in accordance with this-Long Term Agreement. By signing the Long term Agreement the Master Policy Holder confirms they understand that, in doing so, they have entering into a legally binding contract with the Underwriters. The Master Policy Holder should note that any refusal by the Master Policy Holder to offer annually to Underwriters renewal of this insurance for the period of time for which this Long Term Agreement is in force will put them in breach of these contractual obligations to the Underwriters who will accordingly be entitled to secure damages from the Master Policy Holder to the extent detailed below.

In the event of the Master Policy Holder refusing to offer renewal of the Policy at: -

- (a) the first anniversary of this Long term Agreement, Underwriters will be entitled to secure from the Master

Policy Holder:-

- (1) the repayment of the discount in premium that was awarded to the Master Policy Holder on the first year's premium at the inception of this Long Term Agreement as specified in the Policy and
- (2) payment of the insurance premiums which would have been payable to the Underwriters in respect of the subsequent years of the period of this Long Term Agreement. Such premiums will be gross of the percentage discount awarded to the Master Policy Holder on the first year's premium at the inception of this Long Term Agreement as specified in the Policy.

- (b) the second anniversary of this Long Term Agreement, Underwriters will be entitled to secure from the Master Policy Holder:-

- (1) the repayment of the discount in premium that was awarded to the Master Policy Holder on the first and second year's premiums at the inception of this Long Term Agreement as specified in the Policy and any renewal or replacement thereof and
- (2) payment of the insurance premium which would have been payable to the Underwriters in respect of the third year of the period of this Long Term Agreement. Such premium will be gross of the percentage discount awarded to the Master Policy Holder on the second year's premium Agreement as specified in the applicable renewal or replacement Policy.

For the purposes of this Long Term Agreement "Anniversary" shall mean the expiry of each continuous twelve month Period of Insurance

**GENERAL CONDITIONS APPLICABLE TO SECTIONS 1**

- 1) Subject otherwise to the terms, conditions and limitations of this Insurance, if a loss or series of losses arising out of the same event involves this Insurance and any other insurance policy or policies issued in the name of World Horse Welfare the limit of liability of the Insurers in respect of all such loss(es) combined shall not exceed GBP 10,000,000;
- 2) The Insurers may cancel this Insurance by giving 30 (thirty) days' notice by recorded delivery letter to the Master Insurance Holder at his last known address. The Insurers shall make a return of the proportionate part of the Premium in respect of the unexpired Period of Insurance.
- 3) It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

(i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

(ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude,

limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

## **Further Information – Data Protection**

### **Data Privacy Notice – PEN Underwriting Limited**

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.

### **Data Privacy Notice – SEIB 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 Office at South Essex House, North Road, South Ockendon, Essex. RM15 5BE or on 01708 850 000 or email [dataprotection@seib.co.uk](mailto:dataprotection@seib.co.uk)

SEIB process Your personal data for the purpose 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 updated 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 (IFA's) 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](http://www.seib.co.uk/about-us/privacy-policy) or contact SEIB's Data Protection Office.

## **Compensation Scheme**

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS You can visit the website at [www.fscs.org.uk](http://www.fscs.org.uk) or write to: Financial Services Compensation Scheme

PO Box 300  
Mitcheldean  
GL17 1DY

## **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. 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)

Further details of Our internal complaint-handling procedures are available on request.

You can also contact Your Insurer, contact details can be found in The Schedule.

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](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)