

ocaso  
HOUSEHOLD BUILDING  
INSURANCE FOR LOCAL  
AUTHORITIES

General Conditions  
Mod. 2400



## GENERAL CONDITIONS

Authorised by the Financial Services Authority

# OCCASO

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## WORDS WITH SPECIAL MEANINGS ●

These terms have the same meaning wherever they appear in this Statement, the Policy or the Policy Specification.

### **You/Your/Insured**

As specified on the policy Summary and any member of your family who permanently resides with you.

### **We/Our/Us/Company/Insurer**

OCASO S.A. U.K.BRANCH

### **Accidental Damage/Breakage**

Unexpected and unintended damage by sudden and external means.

### **Buildings**

The structure of your home (including its fixtures and fittings if they are your property), and its:

- (a) the interior decorations and fixtures and fittings within the Buildings.
- (b) private garages (including garages on nearby sites forming part of the property),
- (c) domestic outbuildings,
- (d) tennis courts, swimming pools, ornamental ponds and fountains,
- (e) septic tanks and central heating fuel tanks,
- (f) wall, gates, fences, hedges, railings, terraces, lampposts, patios, drives and paths.
- (g) sheds.

Excluding satellite television receiving equipment, television or radio aerials, aerial fittings and aerial masts.

In the case of leasehold flats, the definition of Buildings also includes common parts of the structure in which the private dwelling is situated, such common parts being defined in the title deeds including foundations and roofs.

### **Excess**

The first part of each and every claim for which you are required to pay in respect of your home.

### **Family**

Your spouse or partner; children, parents and other relatives, permanently living with you at the address shown on the Policy Specification.

### **Fixtures and Fittings**

- (a) Built-in furniture and built-in-ovens and hobs,
- (b) Fixed glass and fixed sanitary ware.

- (c) Pipes, ducts, tanks, wires, cables, switches, fires, boilers and storage heaters, all of which are permanently fixed.
- (d) Wall, floor or ceiling coverings, (other than carpets), all of which are permanently fixed.
- (e) Any of the above items awaiting permanent fixture to the Home within a reasonable period of time.

## **Home**

The dwelling, garage and domestic outbuildings shown as the property insured on the Policy Specification.

## **Indemnity**

The principle by which the insured is put in the same financial position after a loss as they were immediately before it.

## **Liability**

An obligation at law to compensate others.

## **Period of Insurance**

The inclusive dates which we have accepted as being the period for which insurance cover is applicable and for which you have paid or agree to pay the appropriate premium.

## **Policy**

The terms of the insurance contract between you and the company as set out in the policy document held by the Council or other organisation who arranged your insurance.

## **Policy Schedule**

The record, approved by us, compiled and maintained by the Council or other intermediary who deals with your insurance which is declared to be incorporated in, and to form part of, the Policy.

## **Sum Insured**

The amount stated in the Policy Schedule.

## **United Kingdom**

Great Britain (England, Scotland and Wales), Northern Ireland, the Channel Islands and the Isle of Man.

## **Unoccupied**

Not permanently lived in by you or any person authorised by you.

You are expected to take reasonable precautions to safeguard your home especially when it is unoccupied. These should include not only securing doors and windows, but reducing the risk of pipework freezing by either turning off the water system and draining it down, or by maintaining low level heating, particularly overnight.

## SECTION ONE BUILDINGS

### BUILDINGS INSURED

This section covers the Buildings of the Private Dwelling(s) situated within the Premises specified in the Schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients, **-being for the purpose of this Insurance Standard Construction.**

#### PERILS COVERED

This Insurance covers Buildings for loss or damage directly caused by:

1.  
FIRE, LIGHTNING, EXPLOSION or EARTHQUAKE.
2.  
AIRCRAFT and other aerial devices or articles dropped therefrom.
3.  
STORM, TEMPEST or FLOOD.
4.  
ESCAPE OF WATER and FROST DAMAGE to fixed water tanks, apparatus or pipes.

#### EXCLUSIONS

This Insurance does NOT cover:

- a)  
Loss or damage caused by subsidence, landslip or heave, other than as covered under Peril 9.
- b)  
Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences.
- c)  
Loss or damage caused by frost.
- a)  
Loss or damage caused by subsidence, landslip or heave, other than covered under Peril 9.
- b)  
Loss or damage to domestic fixed fuel oil tanks and swimming pools.
- c)  
Loss or damage whilst the Buildings are insufficiently furnished for normal habitation.

**5.**

ESCAPE OF OIL from a fixed domestic oil-fired heating installation and SMOKE DAMAGE resulting from a defect in ANY fixed domestic heating installation.

**6.**

THEFT or attempted theft.

**7.**

IMPACT by any vehicle or animal.

**8.**

ANY PERSON taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or by any person of malicious intent.

**d)**

Loss or damage arising from wet or dry rot.

**a)**

Loss or damage due to wear and tear or gradual deterioration.

**b)**

Loss or damage caused by gradual emission.

**c)**

Loss or damage caused by faulty workmanship.

**d)**

Loss or damage whilst the Buildings are insufficiently furnished for normal habitation.

**a)**

Loss or damage whilst the Buildings are insufficiently furnished for normal habitation.

**b)**

Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is consequent upon violent and forcible entry.

**c)**

Loss or damage caused by the Insured or any member of the Insured's family.

**a)**

Loss or damage whilst the Buildings are insufficiently furnished for normal habitation.

**b)**

Loss or damage whilst the Buildings are lent, let or sub-let UNLESS such loss or damage is consequent upon violent and forcible entry.

**c)** Loss or damage caused by a person lawfully in the home.

**9.**

SUBSIDENCE, LANDSLIP or HEAVE of the Site upon which the Buildings stand.

**a)**

Loss or damage to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences UNLESS the main Building is also affected at the same time by the same peril.

**b)**

Loss or damage for which compensation has been provided, or would have been but for the existence of this Insurance, under any contract or legislation or guarantee.

**c)**

Loss or damage whilst the Buildings are undergoing any structural repairs, alterations or extensions.

**d)**

Loss or damage due to coastal or river erosion.

**e)**

The first £1,000 of each and every loss in respect of your home.

**f)**

Loss or damage arising from defective materials, faulty workmanship, specification or design.

**g)**

Loss or damage to solid floors unless the load bearing walls are damaged at the same time.

**10.**

FALLING of fixed radio and television aerials fixed satellite dishes, their fittings and masts.

**a)**

Loss or damage to radio and television aerials, fixed satellite dishes, their fittings and masts.

**11.**

FALLING TREES, TELEGRAPH POLES OR LAMP-POSTS.

**a)**

Loss or damage caused through lopping, topping and/or felling.

**b)**

Loss or damage to gates and fences.

**c)**

The cost of removing fallen trees, telegraph poles, or lamps-posts or parts thereof except where they have given rise to a valid claim under this insurance.

**A)**

ACCIDENTAL BREAKAGE of fixed glass and double glazing (including the cost of replacing frames), solar panels, sanitary fixtures and ceramic hobs, all forming part of the Buildings.

**B)**

THE COST OF REPAIRING accidental damage to domestic oil pipes, underground water supply pipes, sewers, drains, underground gas pipes, underground electricity and telephone cables for which the Insured is legally responsible.

**C)**

ADDITIONAL COSTS OF ALTERNATIVE ACCOMMODATION necessarily incurred by the Insured as **owner occupier** in consequence of the Buildings becoming uninhabitable following damage caused by any of the perils covered, PROVIDED THAT the Insurers liability is limited to the period the Buildings are uninhabitable.

OR

LOSS OF RENT - up to twelve months for which the Insured is legally entitled as **Landlord** if the Buildings are rendered uninhabitable by any of the perils covered, PROVIDED THAT the Insurers liability is limited to the period the Buildings are uninhabitable.

**D)**

EXPENSES INCURRED following damage to the Buildings by any of the perils covered in connection with the removal of debris; any extra cost of reinstatement of the destroyed or damaged Buildings made necessary to comply with Government or Local Authority requirements and Architects' and Surveyors' fees necessarily incurred in the reinstatement of the Buildings.

**a)**

Loss or damage whilst the Buildings are insufficiently furnished for normal habitation.

**b)**

Breakage of property not in sound condition.

**c)**

Loss or damage due to cleaning, including the misuse of cleaning agents.

**a)**

Loss or damage due to wear and tear or gradual deterioration.

**a)**

Any amount in excess of 20% (twenty percent) of the sum insured on the Buildings damaged or destroyed.

**a)**

Any amount in excess of 20% (twenty percent) of the sum insured on the Buildings damaged or destroyed.

**a)**

Any expenses incurred in the preparation of a claim or an estimate of loss.

**b)**

Any expense when notice of Government or Local Authority requirements have been served prior to the time of loss.

**E)**

**LEGAL FEES FOLLOWING OCCUPATION BY SQUATTERS** We will pay legal fees, incurred with our permission, which are necessary to repossess your Home following occupation by squatters. Our payment will not exceed £10,000.

**F)**

**REPLACEMENT LOCKS** If the keys to the locks of the external doors or windows of the Home and intruder alarms and safes installed in the Home are lost or stolen anywhere in the world, we will pay the cost of replacing and fitting locks of an identical type operated by those keys. Our payment will not exceed £250 any one claim.

**G)**

**TRACE AND ACCESS** In the event of a valid claim arising under peril 4 (escape of water) the policy extends to include the reasonable costs up to £5,000, WITH OUR PRIOR AUTHORISATION, in tracing and accessing the damaged water tank, apparatus or pipe and then to repair the damage to the buildings.

## ● **CONDITIONS APPLICABLE TO SECTION ONE (BUILDINGS) ONLY**

### **Basis of Claims Settlement**

In the event of loss or damage to the Building(s), the Insurer will pay the FULL COST OR REPAIR at the time of such loss or damage, PROVIDED THAT the Buildings are maintained in a good state of repair; that they are insured for the FULL COST OF RECONSTRUCTION in their present form; and that reinstatement shall have been effected. If the Buildings are not in a good state of repair the Insurer will make a deduction for wear and tear or gradual deterioration.

The Insurer will not pay for the cost of replacing or repairing any undamaged part(s) of the Buildings which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

### **Reinstatement**

The sum insured under this Section shall NOT be reduced following the payment of a claim provided that the Insured shall agree to carry out Insurers' recommendations to prevent further loss or damage.

### **Limit of Insurance**

The liability of the Insurer for any loss or damage shall not exceed the sum(s) insured for each Premises separately stated in the Schedule.

### **Underinsurance**

The policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value (as defined by current RCIS figures) than the sum insured by this Policy, the Insured shall ONLY be entitled to recover hereunder such proportion of the said loss as the sum insured by this policy bears to the total value of the said property.

### **Index Linking**

Notwithstanding anything contained herein to the contrary it is understood and agreed that an index linking percentage will be calculated for each annual period of insurance in accordance with The House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors and will be provided at each renewal to assist the Insured to update the Sum Insured.

In the event of a claim the Sum Insured applicable will take into account any increase due to index linking for the period from commencement of the current annual period of insurance up to the date of the incident. Index linking will continue to apply during the period necessary to repair the buildings provided repairs are carried out as soon as is reasonably possible.

This benefit is designed to adjust the Sum Insured, but does not necessarily reflect, for example, local differences or non standard construction and consequently the adequacy of the Sum Insured should be regularly checked. Extensions or improvements to the buildings should also be taken into account when calculating the Sum Insured. Remember! If the Sum Insured is inadequate to begin with, no amount of index linking will correct it and the CONDITION OF AVERAGE will apply.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of this Insurance.**

● **OPTIONAL COVER:  
ACCIDENTAL DAMAGE TO BUILDINGS**

The following Optional Cover is only included if stated in the Schedule and an **additional** premium paid.

**THIS EXTENSION COVERS**

The Buildings of the Private Dwellings(s) situated within the Premises specified in the Schedule against ACCIDENTAL DAMAGE by external and visible means.

**THIS EXTENSION DOES NOT COVER**

- a) Loss, damage or destruction or any proportion thereof specifically excluded under Section One (BUILDINGS).
- b) Settlement, shrinkage, collapse or cracking.
- c) Loss, damage or destruction to any part of the insured property on which work is being carried out and which occurs in the course of such work.
- d) Damage to outbuildings and garages of non standard construction, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences.
- e) Loss, damage or destruction whilst the Buildings are lent, let or sub-let in whole or in part.
- f) The cost of maintenance.
- g) Loss, damage or destruction caused by or due to normal settlement, wear and tear, gradual deterioration, vermin, infestation, wet or dry rot, rust or other corrosion, frost, or change in temperature or humidity.
- h) loss, damage or destruction caused by or due to defective materials, faulty workmanship, specification or design, inherent vice or latent defect.
- i) loss, damage or destruction due to mechanical or electrical breakdown or derangement.
- j) loss, damage or destruction due to chewing, scratching, tearing or fouling by domestic pets.

- k) consequential loss of any nature whatsoever.
- l) loss or damage due to cleaning, including the misuse of cleaning agents.

## SECTION TWO

# LEGAL LIABILITY TO THE PUBLIC

This Section shall apply in the following manner:

The Insured's legal liability as OWNER of the Building is covered under A and B below.

**Item A of this Section indemnifies the Insured for BODILY INJURY by ACCIDENT OR DISEASE or DAMAGE TO PROPERTY happening during the period specified in the Schedule for which legal liability may attach:**

**A)**

To the Insured as owner of the Buildings in respect of accidents happening in or about the Premises specified in the Schedule.

**This Section does NOT indemnify the Insured or any member of the Insured's family residing within the Insured's household against any liability:**

**1)**

For bodily injury by accident or disease to any person who at the time of sustaining such injury, is engaged in the Insured's service, or to any member of the Insured's family or household.

**2)**

Arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.

**3)**

For damage to property belonging to or in the care, custody or control of the Insured or a member of the Insured's family or household or a person in their service.

**4)**

Arising out of or incidental to any profession, occupation or business.

**5)**

Which has been assumed under contract and would not otherwise have attached.

**Item B of this Section includes Legal Liability which my attach:**

**B)**

To the Insured by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any private dwelling which has been disposed of by the Insured and, which prior to such disposal, was occupied for private residential purposes by the Insured.

**6)**

Arising out of ownership, occupation, possession or use of any land or building NOT situated within the Premises specified in the Schedule.

**7)**

Arising out of the pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.

**8)**

In Canada or the United States of America after the total period of stay in either or both Countries has exceeded 30 (thirty) days, in any one period of insurance,

**9)**

If the Insured is entitled to indemnity under any other insurance.

**Item B of this Section does NOT include liability:**

**1)**

Where the Insured is entitled to indemnity under any other insurance,

**2)**

For the cost of remedying any defect or alleged defect which, if not remedied, may cause an accident resulting in injury or damage as aforesaid.

**THE LIMIT OF LIABILITY** in respect of all claims under this Section **SHALL NOT EXCEED £5,000,000 ANY ONE ACCIDENT** or series of accidents arising out of any one event, PLUS the costs and expenses incurred by the Insured with Insurers' written consent in the defence of any such claim.

**The cover provided by this Section is subject to the General Conditions, Exclusions and Claims Conditions of the insurance.**

# GENERAL CONDITIONS AND EXCLUSIONS

## GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

(Applicable to all Sections except as herein expressly varied)

### Duty of Insured

The Insured shall take all reasonable steps to prevent loss, damage or accident and maintain the Building(s) in a good state of repair.

### Cancellation Clause

This Insurance may be cancelled by or on behalf of the Insurer by 30 (thirty) DAYS NOTICE given in writing to the Insured at their last known address, and the premium shall be adjusted on the basis of the Insurer receiving or retaining a pro-rata premium.

### Unoccupancy Clause

It is hereby understood and agreed that when the premises specified in the Schedule are unattended for more than **30 consecutive days**:

a)

The cover under Section One (BUILDINGS) of the policy excludes;

i)

The first **£250** each and every loss other than Fire, Lightning, Explosion, Aircraft and Third Party Liability.

ii)

Perils Four (Escape of Water), Six (Theft) and Eight (Malicious Damage) are excluded, UNLESS notified and agreed by the Insurer.

### Transfer of interest

If at the time of loss or damage to the Buildings, you have contracted to sell your interest in them, the contracting purchaser will have the benefit of this Policy, provided the purchase is subsequently completed and the Buildings are not insured by any other insurance Policy.

### Protection of Other Interests

The policy will continue to protect the interests of any other party interested in the Buildings despite anything done or not done which increases the risk of loss or damage without the knowledge or authority of the interested party provided that that party gives us written notification of a change in the risk as soon as reasonably possible after becoming aware of it, and paying the additional premium that we may reasonably require.

A party with an interest in your home will be your mortgagee. If you alter your home or its use, for example by taking in lodgers, and do not inform either the interested party or the company this policy will remain in force solely for the protection of other interests. However, the interested party must inform us in writing and pay any additional premium required, as soon as they are aware of the change in risk.

## **Long Term Agreement**

### **Only applicable if shown in the Schedule**

You undertake to offer at each renewal until the expiry date shown in the Schedule the insurance under this Policy on the terms and conditions in force at the expiry of each period of insurance and to pay the premiums annually in advance it being understood that we shall be under no obligation to accept an offer made in accordance with the said undertaking.

The sums insured or limits of indemnity or liability may be increased/reduced at any time to correspond with any reduction in value or business.

## **● GENERAL CONDITIONS and EXCLUSIONS**

**(Applicable to all Sections except as herein expressly varied)**

### **OTHER INSURANCE**

There shall be no liability under this insurance in respect of any claim where the Insured is entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been covered under such insurance had this insurance not been effected.

### **IF YOU NEED TO MAKE A CLAIM**

1)

If you are unfortunate to suffer loss or damage you should follow these procedures:

Check that the loss or damage is covered. Your policy booklet and Schedule of Cover shows what is covered and the conditions which might apply.

Obtain a claim form from the Council and forward the completed form to the nominated Loss Adjuster shown on the front of the claim form. If you have any queries relating to the progress of your claim you should contact the loss adjuster.

Your Council may have chosen to permit you to report details of the claim directly to the loss adjusting company. Please refer to the instructions provided by your Local Authority.

You can arrange for emergency repairs up to £250 to be carried out on a without admission of liability basis to prevent further damage occurring. Keep these bills as these could form part of your claim if liability is admitted.

When repairs are not immediately necessary you should obtain two estimates for repair or replacement, however do not delay in forwarding your claim form to the nominated Loss Adjuster informing them that you are obtaining estimates. Once your estimate is approved the work can be carried out and you should send the final bill to the Loss Adjuster. We will then settle your claim in accordance with the terms of the Policy.

**IN THE EVENT OF A CLAIM REQUIRING EMERGENCY ACTION OUTSIDE OF NORMAL WORKING HOURS (other than glass) PLEASE CALL - 0844 856 2032**

## ACCIDENTAL BREAKAGE OF GLASS IN YOUR HOME

You can use the 24 hour emergency service as indicated in the leaflets supplied with your Policy.

In the event of loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion or the disappearance of valuable items, the Police must be immediately notified.

**Failure to notify the Insurer of a claim within 90 days of any occurrence will void the claim, however in respect of Section Two (Legal Liability to the Public) notification must be within 30 days.**

### 2)

The Insured shall not admit liability for nor offer to agree to settle any claim without the written consent of the Insurer, who shall be entitled to take over and conduct in the name of the Insured the defence of any claim, and to prosecute in the Insured's name, for the benefit of the Insurer, any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations and proceedings and the settlements of any claim. The Insured shall give to the Insurer such information and assistance as the Insurer may reasonably require.

#### a)

It is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by all losses arising from biological, chemical or nuclear substances.

### 3)

If the Insured shall make any claims knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claims hereunder shall be forfeited.

### 4)

In respect of all Sections this Insurance does not cover:

#### a)

#### 1)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever (including consequential loss) resulting or arising from:

##### i)

Ionising radiations or contaminations by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.

##### ii)

Radioactive, toxin, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 2)

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

##### i)

Ionising radiations or contaminations by radioactivity from any nuclear fuel or by any nuclear waste from the combustion of nuclear fuel.

##### ii)

Radioactive, toxin, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**b)**

Any loss or damage or liability directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, terrorism in Northern Ireland, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**c)**

Any loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

**d)**

**TERRORISM EXCLUSION** It is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly caused by all losses arising from biological, chemical or nuclear substances.

**5)**

The Insurer will not pay for the cost of replacing or repairing any undamaged part(s) of the Buildings which form part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.

**Complaints Procedure**

Any enquiry or complaint you may have regarding your policy should be addressed to the Local Authority/ Council or other intermediary who arranged your insurance, or directly to Ocaso S.A. UK Branch.

If you are not satisfied with the way in which your complaint has been dealt with, please write to the General Manager of the London Office of Ocaso S.A.. In the unlikely event that you are still not satisfied, then you may write to the Chief Executive of the company at Head Office, Ocaso S.A., Princesa 23, Madrid 28008, Spain.

Please have readily available the details of your policy and in particular your policy number to prevent delays when dealing with your enquiry.

Please Note

You have the right to ask the Insurance Ombudsman to review your case. They can be contacted at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

The above does not affect your legal rights.

**Governing Law**

The insurance contract is to be governed solely in accordance with the relevant laws of the United Kingdom relating to your postal address shown in the policy specification. If there is any dispute to which law applies it will be English Law.

## **Appointment of Arbitrators in the Event of Disagreement**

**1)**

If the parties fail to come to an agreement over the amount of indemnity within a period of 40 days from receipt of a claim notification, each party will appoint an arbitrator, whose acceptance must be in writing.

**2)**

If one of the parties fail to appoint an arbitrator; this party is obliged to do so within 8 days from the date on which the other party so demands. If nevertheless, this party fails to appoint an arbitrator in the said period, it is understood that this party accepts the decision rendered by the arbitrator appointed by the other party, and that such decision is binding.

**3)**

In the case that the two arbitrators come to an agreement, their assessment will be reflected in a joint document in which are stated the causes of the loss or damage, the valuation of the damage, other circumstances affecting the determination of the indemnity and the proposal of the amount of the indemnity.

**4)**

When no such agreement is reached between the arbitrators, both parties will appoint a third arbitrator of mutual choice or if they cannot agree on the third, this arbitrator will be appointed by a Court of Law. In this case, the arbitrators' decision will be rendered in the period agreed by the parties or, failing this, within a period of 30 days from the appointment of the third arbitrator.

**5)**

The decision of the arbitrators, by unanimity or majority, will be notified to the parties in an immediate and indubitable way and will be binding to both parties unless legal action to declare the decision void is taken by either of the parties within a period of 30 days for the Insurer and 180 days for the Insured, from the date of notification. If this action is not initiated in the periods stipulated, the arbitrators' decision will be deemed irrefutable.

**6)**

Each party will pay the fees of their arbitrator. The Insurer will be responsible for 50% (fifty percent) and the Insured for the remaining 50% (fifty percent) of the fees of the third arbitrator as well as the rest of the expenses, including those of clearing away debris and those of an expert arbitrator. However, if either of the parties has made adjustment necessary, through insisting on an evaluation of the damages that were obviously disproportionate, the responsibility of payment would fall upon that party alone.



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