

Structural Warranty Policy

- Self-Build
- Renovation
- Conversion
- Completed Projects



SB/CH Structural Warranty 2009V1 (M)

A. Build-Zone Warranty Policy

I) Here is your new Policy

This **Policy** consists of

- a) the policy booklet;
- b) the **Initial Certificate** and **Certificate of Insurance**;
- c) general policy definitions, cover, exclusions and conditions;
- d) any endorsements which might apply to this **Policy** or individual sections of this **Policy** and which incorporate cover amendments and such like.

II) Important Notice

You, as the **Insured**, must give immediate notice to the **Scheme Administrator** and/or **Insurer** of any changes (including any changes to the information set out in the **Proposal**) which may affect the cover provided by this **Policy**. If you make notification of these changes, the **Insurer** will need to review and may need to amend this **Policy** and this may include an adjustment to the amount of premium payable by you. If you fail to make notification, the **Insurer** may cancel this **Policy** or decline any claim you make under it.

In the event of any occurrence which may give rise to a claim under this **Policy**, it is necessary for you to follow the claims procedures as set out in part G of this **Policy**. The **Insurer** is entitled to decline your claim if you fail to do so.

For this **Policy** to be binding, there should be a signed **Certificate of Insurance**. This should be filed with this **Policy**.

May we please ask you to examine this **Policy**, the **Initial Certificate** and the **Certificate of Insurance** to make sure that you have the cover that you require. If you have any query or need to make any variations or amendments, please call the **Scheme Administrator** on 0845 230 9874.

This **Policy** is underwritten by the **Insurer**, Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited, in accordance with the authorisation granted under Binding Authority Number R 071001 while our company, **Sennocke International Insurance Services Limited** is an insurance broker for the **Insurer**. The **Scheme Administrator**, Build-Zone Limited, is a trading style of our company who is authorised and regulated by the Financial Services Authority.

In consideration of the payment of the premium by the **Insured**, the **Insurer** agrees to provide insurance to the **Insured** in the manner described in each section of this **Policy** against the events set out in the relevant sections of this **Policy**, which occur during the **Period of Insurance**.

III) Law applicable to this Policy

In the absence of any written agreement to the contrary, the law applicable to this **Policy** will be that of the country where the **Insured** is usually resident, otherwise the laws of England and Wales will apply.



Simon Middleton
Director
For and on behalf of
Sennocke International Insurance Services Limited

IV) Contacting Us

You can contact the **Scheme Administrator** by calling the following number during the following hours:-

1. **Customer Services:**

For all general enquires

0845 230 9874

Opening hours are 9.00am to 5.00pm Mon-Fri

2. **Claims Line:**

0845 230 9874

Opening hours are 9.00am to 5.00pm Mon-Fri

3. **24 Hour Emergency Contact point is available using the above number.**

B. The Services and Complaints Handling

I) The Services

Our Promise to You

- a) We will acknowledge complaints promptly.
- b) We will investigate quickly and thoroughly.
- c) We will keep you informed of progress.
- d) We will do everything to resolve your complaint fairly.
- e) We will learn from our mistakes and use your feedback to continually improve our service.

II) What to do if You have a complaint

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please contact us on 01732 742 102 or write to us at the address below quoting your Policy number or claim reference:

Self-Build Zone Limited
Anton House South Park Sevenoaks Kent TN13 1EB
e-mail customerservices@selfbuildzone.com

Self-Build Zone Limited is a subsidiary company of Sennocke International Insurance Services Limited, registered at the same address, and which is Authorised and Regulated by the Financial Services Authority.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to Lloyd's.

Their address is:

Policyholder and Market Assistance
Lloyd's One Lime Street London EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
E-Mail – Complaints@lloyds.com

Complaints that cannot be resolved by Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

III) Your Rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

IV) Financial Services Compensation Scheme

The Insurer, Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited (managing agent of Syndicate 3210 at Lloyd's) is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the Insurer cannot meet its obligations. Your entitlement will depend on the type of business and the circumstances of the claim. Most insurance Contracts are covered 100% for the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

The FSCS can be contacted at
7th Floor Lloyd's Chambers 1 Portsoken Street London E1 8BN.
Telephone: 020 7892 7300
Fax: 020 7892 7301
e-mail: enquiries@fscs.org.uk

C. Definitions

The following defined terms (arranged in alphabetical order) apply to the whole of this **Policy** (unless specified otherwise) wherever these terms appear in bold letters

Builder

Either the **Insured** or any persons or company with whom the **Insured** has entered into an agreement or contract to erect, convert or refurbish the **Housing Unit**.

Certificate of Approval

The certificate issued by the **Site Audit Surveyor** to the **Insurer** on or following satisfactory completion or inspection of the **Housing Unit**.

Common Parts

Those parts of a multi-ownership building (of which the **Housing Unit** is part), for a common or general use, for which the **Insured** has joint ownership responsibility or access.

Excess

As the amount noted on the **Initial Certificate** and **Certificate of Insurances** by the **Insurer** being the amount relating to each and every loss in respect of the **Housing Unit**, below which the **Insurer** has no liability under this **Policy**. A separate **Excess** shall apply to each and every separately identifiable cause of loss or damage for which a payment is made under this **Policy**, regardless of whether more than one cause of loss is notified at the same time.

Certificate of Insurance

The certificate issued by the **Insurer** which signifies acceptance of the **Housing Unit** for insurance under this **Policy** following issue of the **Certificate of Approval** by the **Site Audit Surveyor**.

Housing Unit

The property described in the **Certificate of Insurance** including:

- the **Structure**;
- all non-load bearing elements and fixtures and fitting for which the **Insured** is responsible;
- any **Common Parts** retaining or boundary walls forming part of or providing support to the **Structure**;
- any path or roadway providing access for the disabled;
- the drainage system within the perimeter of such property for which the **Insured** is responsible;
- any attached or integral garage.

NOTE: Housing Unit does not include any detached garage or outbuilding, conservatory, swimming pool, temporary structure, free-standing household appliance, fence, retaining or boundary wall not forming part of or providing support to the **Structure**, any path or roadway not providing access for the disabled.

Indirect Losses

The **Insurer** will only pay for costs which are incurred as a direct consequence of the event which led to a claim under the **policy**. This **Insurer** will not pay for any indirect losses which result from the incident that caused you to claim, unless expressly stated in the **policy**. For example, the **insurer** will not be liable for any loss of profit, liquidated or unliquidated damages, penalties for delay, non completion detention or in connection with guarantees of performance or efficiency or loss of use, increased cost of working, loss of contracts, loss arising out of delay in completing or negotiating Contracts.

Initial Certificate

The certificate issued by the **Insurer** signifying their agreement to the provision of the insurance cover set out in this **Policy** subject to receipt of a **Certificate of Approval** for the **Housing Unit**.

Insured

The person or persons named as such in the **Certificate of Insurance** or their successor in title, or any mortgagee or lessee whose interest is noted on the **Certificate of Insurance**.

Insurer

Mitsui Sumitomo Insurance Underwriting at Lloyd's Limited.

Limit of Indemnity

The maximum amount for which the **Insurer** will be liable during the **Period of Insurance** for any claim under this **Policy** and such amount shall be:

- i. £1,000,000 for any one part of the **Housing Unit**;
- ii. £500,000 for any one part of the **Housing Unit** that has been converted or refurbished; or
- iii. the sum insured for the **Housing Unit** as specified in the **Certificate of Insurance**, which ever is the least.

NOTE: The **Limit of Indemnity** for all **Housing Units** in one continuous structure is £1,500,000

NOTE: The **Limit of Indemnity** is index linked in accordance with condition 7 of this **Policy**.

Major Damage

Any defect in the design, workmanship, materials or components of the **Structure** affecting or causing destruction or physical damage and/or affecting or causing imminent instability of the **Housing Unit** for which a **Certificate of Approval** has been received by the **Insurer** and which is first discovered during the **Period of Insurance**.

NOTE: For the purpose of this **Policy** the definition of **Major Damage** is deemed to include any physical loss, destruction or damage caused by contamination or pollution as a direct consequence of a defect in the design, workmanship materials of the **Structure** of the **Housing Unit**.

Period Of Insurance

The period specified in the **Certificate of Insurance** for the **Housing Unit**.

Policy

This Build-Zone Structural Warranty Policy for Self-Build, Renovation , Conversion Projects or Completed projects.

Proposal

Shall mean any information provided by the **Insured** in connection with this **Policy** and any declaration made in connection therewith.

Scheme Administrator

Build-Zone which is a trading style of Sennocke International Insurance Services Limited whose registered office is at Anton House, South Park, Sevenoaks, Kent TN13 1EB.

Site Audit Surveyor

The surveyor/s appointed by the **Scheme Administrator** who carries out checks and inspections solely on the **Insurer's** behalf and who, prior to the issue of the **Certificate of Insurance** by the **Insurer**, issues a **Certificate of Approval**.

Structure

The following elements comprising the **Structure** of the **Housing Unit**:

- foundations;
- load-bearing parts of floors, staircases and associated guard rails, walls and roofs, together with load-bearing retaining walls necessary for stability;
- roof covering;
- any external finishing surface (including rendering) necessary for the water-tightness of the external envelope;
- floor decking and screeds, where these fail to support normal loads;
- multiple glazed panels to external windows.

NOTE: For the purpose of this definition, **Structure** shall only be deemed to include any of the above items constructed by the **Builder** as part of the new **Works**.

Waterproof Envelope

The ground floors, external walls, roofs, skylights, windows, doors, of a **Housing Unit** but excluding those parts below ground floor slab level.

D. Cover

I) The **Insurer** will indemnify the **Insured** against all claims discovered and notified to the **Insurer** during the **Period Of Insurance** in respect of:

1. the cost of complete or partial rebuilding or rectifying work to the **Housing Unit** which has been affected by **Major Damage** provided always that the liability of the **Insurer** does not exceed the reasonable cost of rebuilding each **Housing Unit** to its original specification;
2. the cost of making good any defect in the design, material or workmanship in the drainage system which was newly constructed by the **Builder** in connection with the **Housing Unit** and for which the **Insured** is responsible;
3. the necessary and reasonable costs incurred in repairing, replacing or rectifying any part of the **Waterproof Envelope** within the **Housing Unit** as a result of ingress of water caused by a defect in the design, workmanship, materials or components or the waterproofing elements of the **Housing Unit**; and
4. the cost of repairing or making good any defects in the chimneys and flues of the **Housing Unit** causing an imminent danger to health and safety of occupants,

subject to the **Limit of Indemnity**, the exclusions in part E, the conditions in part F and any other terms of and endorsement on this **Policy**,

NOTE: In the event of a claim under this section, the **Insurer** has the option either of paying the cost of repairing, replacing or rectifying any damage resulting from items 1 to 4 above or itself arranging to have such damage corrected.

II) In addition, in the event of a claim under this **Policy**, the **Insurer** will, with their written consent, pay within the **Limit of Indemnity**, the following:

1. **Additional Costs**
such additional costs and expenses as are necessarily incurred solely in order to comply with Building Regulations or local authority or other statutory provisions, provided that the **Insurer** shall not be liable for costs that would have been incurred irrespective of the discovery of a claim;
2. **Alternative Accommodation Costs**
all reasonable additional costs and expenses for a period not exceeding 26 weeks in respect of removal, storage and alternative accommodation whilst the **Housing Unit** is uninhabitable;
3. **Fees**
such architects, surveyors, legal, consulting engineers' and other fees as are necessarily and reasonably incurred, by the **Insured** in relation to the complete or partial rebuilding or rectifying work to the **Housing Unit** but shall not include costs or fees incurred by the **Insured** in preparing a claim;
4. **Removal of Debris**
for each **Housing Unit** the costs and expenses incurred by the **Insured** with the **Insurer's** written consent in respect of:
 - (a) removal of debris;
 - (b) dismantling or demolishing; and
 - (c) shoring up
the **Housing Unit**.

III) **Reasonableness**

In the event of a valid claim under this **Policy**, the **Insurer** shall only be responsible for costs and expenses reasonably incurred by the **Insured**. Whenever possible, if items can be found to match existing items at reasonable cost, the **Insurer** will endeavour to facilitate this. However the **Insurer** will have no liability and will not be responsible for any additional costs if a similar match is not possible at a reasonable cost.

IV) **Common Parts**

The maximum the **Insurer** will pay for any claim relating to **Common Parts** will be the amount that the **Insured** has a legal liability to contribute towards the cost of repairs, rectification or rebuilding works. Claims are subject to the **Limit of Indemnity** and **Excess**.

E. Exclusions

The **Insurer** shall not be liable to the **Insured** for any:

1. **Alterations**
Loss or damage due to or arising from any alterations, modification or addition to the **Housing Unit** after the issue of the **Certificate of Insurance** unless the **Scheme Administrator** has been informed, the **Certificate of Insurance** endorsed, and any applicable additional premium paid to the **Insurer**.
2. **Biological or Chemical Materials Exclusions**
Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
3. **Change in Colour**
Change in colour, texture, opacity or staining or other ageing process.
4. **Defects in Existing Works**
Loss or damage due to or arising out of any defect in the design, workmanship, materials or components of the **Housing Unit** that was installed or constructed prior to the conversion, refurbishment or renovation works that are the subject of this **Policy**.
5. **Humidity**
Loss or damage caused by or consequent upon humidity in the **Housing Unit** that is not a direct result of the ingress of water caused by a defect in the design, workmanship, materials and components of the waterproofing elements of the **Waterproof Envelope**.
6. **Indirect Losses**
the **Insurer** will only pay for costs which are incurred as a direct consequence of the event which led to a claim under the **policy**. This **Insurer** will not pay for any indirect losses which result from the incident that caused you to claim, unless expressly stated in the policy. For example, the **insurer** will not be liable for any loss of profit, liquidated or unliquidated damages, penalties for delay, non completion detention or in connection with guarantees of performance or efficiency or loss of use, increased cost of working, loss of contracts, loss arising out of delay in completing or negotiating Contracts.
7. **Legal Liabilities**
Cover for any legal liabilities that the **Insured** may have to third parties arising out of the use or ownership of the **Housing Unit**.
8. **Maintenance And Use**
Inadequate maintenance of and/or abnormal use of the **Housing Unit** or the imposition of any load greater than that for which the **Housing Unit** was designed or the use of the **Housing Unit** for any propose other than that for which it was designed unless the **Insurer** has been informed, the **Certificate of Insurance** endorsed and any applicable additional premium paid to the **Insurer**.
9. **Personal injury**
Costs, losses, expenses or damages for death, bodily injury, disease, illness or injury to mental health.
10. **Prior Knowledge**
Knowledge of anything about which the **Insured** was aware prior to purchasing the **Housing Unit** which would constitute a valid claim under this **Policy**.
11. **Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons**
Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
NOTE: The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 5. any chemical, biological, bio-chemical, or electromagnetic weapon.

12. **Seepage**
Loss or damage caused by seepage of water into the **Housing Unit** below ground level.
13. **Settlement and Drying Out**
Loss or damage caused by or consequent upon normal settlement, bedding down, or drying out of the **Housing Unit**.
14. **Sonic Bangs**
Loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
15. **Special Perils**
Loss or damage caused by or consequent upon fire, lightning, explosion, typhoon, hurricane, cyclone, volcanic eruption, earthquake, storm, tempest, flood, subterranean fire or other convulsion of nature, aircraft or other aerial devices or articles therefrom, escapes of water from tanks, apparatus or pipes, malicious persons, theft, attempted theft or impact.
16. **Subsidence and Coastal Erosion**
Loss or damage caused by or consequent upon subsidence, heave or landslip unless such loss or damage is as a result of a defect in the design, workmanship, materials or components of the **Structure** of the **Housing Unit**.
17. **Terrorism**
Damage or loss resulting from damage occasioned by or happening through or in consequence directly or indirectly of: -
a) **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss; and
b) civil commotion
- NOTE:** This **Policy** also **EXCLUDES** damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an act of **Terrorism**.
- NOTE:** In any action suit or other proceedings where the **Insurer** alleges that by reason of this exclusion any damage or loss resulting from damage is not covered by this **Policy** the burden of proving that such damage or loss is covered shall be upon the **Insured**.
18. **Unfinished Works**
Loss of or damage due to or arising from any unfinished building works to the **Housing Unit** which are completed after the issue of a **Certificate of Insurance**.
19. **Vermin**
Loss or damage caused by or consequent upon the actions of rodents or vermin or insect infestation.
20. **War Risks**
Loss or damage directly or indirectly caused 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 or 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.
21. **Water Table**
Loss or damage resulting from a change in the water table level.
22. **Wear and Tear**
Loss or damage of the **Housing Unit** due to
a) wear and tear;
b) normal dampness, condensation or shrinkage;
c) wilful neglect or criminal act of the **Insured**;
d) normal deterioration whether caused by neglect or otherwise.
23. **Wilful and Malicious Damage**
Wilful neglect or criminal act of the **Insured** or any other party.

F. Conditions

The cover provided by this **Policy** is subject to the following conditions:-

1. Mediation

If any dispute or difference shall arise as to the amount to be paid under this **Policy** (liability being otherwise admitted), such dispute or difference shall be settled by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution. To initiate the mediation, a party must give notice in writing to the other party to the dispute requesting a mediation. A copy of the request should be sent to the Centre for Effective Dispute Resolution. The mediation will start not later than [14] days after the date of the notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings or arbitration.

2. Automatic Reinstatement of Limit of Liability

In consideration of the **Limit of Indemnity** not being reduced by the amount of any loss, the **Insured** agrees to pay:

- i) the pro-rata additional premium on the amount of such loss from the date of notification of claim to the date of expiry of the **Period of Insurance**. Such payment of any additional premium due under this condition shall be waived where the amount of any one loss covered by this **Policy** does not exceed £20,000;
- ii) any site audit survey fee for checking of the design and inspection of any work relating to the repair or rebuilding of the **Housing Unit** which has been subject to a claim under this **Policy**. No reinstatement shall occur unless a **Certificate of Approval** in respect of such repair or rebuilding work has been issued by the **Site Audit Surveyor**.

3. Cancellation

i) The Insured's Right to cancel

The **Insured** shall have the right to cancel this **Policy** within 14 days of receiving this **Policy** documents. If the **Insured** wishes to do so, he/she must advise the **Scheme Administrator** in writing, returning the **Initial Certificate, Certificate of Insurance** and other documentation received. A return of the premium will be made, however the **Scheme Administrator** reserves the right to charge an administration fee.

NOTE: The **Insured** is to check with his/her mortgagee prior to cancelling cover as this **Policy** may form a condition of the relevant loan. Please also note that if the property is to be sold, most prospective lenders will require structural warranty insurance or it's equivalent in place.

NOTE: If the **Housing Unit** includes **Common Parts** for which the **Insured** is jointly responsible with other persons, the cancellation will apply to both the cover under this **Policy** over the **Housing Unit** and over those **Common Parts**. If this **Policy** is cancelled, the **Insured** may well remain liable for the repair or reinstatement to the **Common Parts** and this obligation may well be enforceable by adjoining property owners.

ii) The Insurer's Right to Cancel

The **Insurer** reserves the right to cancel this **Policy** without returning any premium in the event of the building work ceasing for more than 90 days or more before the **Housing Unit** is complete.

4. Contract (Rights of Third parties) Act 1999

A person who is not party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that act.

5. Contribution

If at any time of any occurrence giving rise to a claim under this **Policy**:

- i. there is or would but for the existence of this **Policy** be any other insurance applicable; or
 - ii. the **Insured** has entitlement to any statutory damages or compensation,
- this **Policy** shall be limited to any amount in excess of such insurance, damages or compensation and shall not be called into contribution.

6. Fraud

If any claim under this **Policy** shall be in any respect fraudulent, or if any fraudulent means or devices are used by the **Insured**, or anyone acting on his/her behalf, to obtain benefit under this **Policy**, all benefit hereunder shall be forfeited.

7. Indexation

The **Limit of Indemnity** and minimum claim value referred to in the **Certificate of Insurance** will be separately increased in line with the RICS Building Index or 5% per annum compound, whichever is the lesser, on each anniversary of the commencement of the **Period of Insurance**. For the purpose of settlement of any claim hereunder the **Limit of Indemnity**, as adjusted in accordance with the foregoing provisions shall be regarded as the **Limit of Indemnity** at the time of discovery by the **Insured** of such claim.

8. Misrepresentation

The **Insurer** will have the right to cancel this **Policy** in the event of misrepresentation, misdescription, error, omission or non-disclosure by the **Insured** with intention to defraud.

9. Recoveries From Third Parties

The **Insurer** is entitled to control and settle any claim and to take proceedings at its own expense but in the name of the **Insured** to secure compensation from any third party in respect of any loss or damage covered by this **Policy**.

10. Insurer's Rights

In the event of any occurrence which may give rise to a claim under this **Policy**, the **Insurer** and its agents shall, with the permission of the **Insured**, be entitled to enter the **Housing Unit** in order to carry out rectification works or the complete or partial rebuilding of the **Housing Unit**. If such permission is unreasonably withheld the **Insured** shall be responsible for any additional costs caused by the delay in carrying out such works.

G. Claims Procedures

NOTE: It is necessary for the **Insured** to follow the claims procedures set out in this part G and the **Insurer** is entitled to decline a claim if the **Insured** fails to comply with these procedures.

The **Insured** shall do the following in the event of any occurrence which may give rise to a claim under this **Policy**:-

1. **Notice of Claims**
The **Insured** shall as soon as possible give written notice thereof to the **Scheme Administrator** at the address set out in section II) of part B of this **Policy**.
2. **Diminution of Loss or Damage**
The **Insured** shall carry out and permit any action to be taken by the **Insurer** or its behalf which may be reasonably practicable to diminish and/or prevent any further loss or damage.
3. **Submission**
The **Insured** shall as soon as possible submit in writing full details of the claim and supply all correspondence, reports, plans, certificates, specifications, quantities, calculations, information and assistance as may be required.
4. **No Admission**
No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer**.
5. **Proceedings**
The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute any claim in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
6. **Other Insurances**
If at the time of any occurrence or claim there is or but for the existence of this **Policy** would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **Insured** applicable to such occurrence or claim, the **Insurer** shall not be liable under this **Policy** to indemnify the **Insured** in respect of which occurrence or claim except so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this **Policy** not been effected.



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