

Community Residential Policy 2023

INSURANCE FOR LEASEHOLD AND MORTGAGED BUILDINGS



A GUIDE TO THE INSURANCE COVER YOU HAVE CHOSEN

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THE SCHEDULE and ENDORSEMENTS Important information regarding the cover the <i>Insured</i> has chosen and the premium and taxation due is shown in the <i>Schedule</i> . This document the <i>Schedule</i> and any endorsement should be read as one. Any word will have the same meaning wherever it may appear	

INTRODUCTION

DUTY OF FAIR PRESENTATION

The **Insured** must make a fair presentation of the risk to the **Insurer** at inception renewal or at the time of any alteration to their **Policy**. They must tell the **Insurer** all facts and circumstances which may be material to the risks covered by the **Policy** in a clear concise and understandable matter or give the **Insurer** sufficient information to alert them of the need to make further enquiries about such facts or circumstances

Material Facts are those likely to influence the **Insurer** in the acceptance of the risk and the assessment of any terms required and / or the pricing of the **Policy**. If there is any doubt as to whether or not a fact is material, it should be disclosed now and at the time of any alteration to this **Policy**

Please let the **Insurer** know if any of the facts information or circumstances that were given to them at inception or renewal of the previous **Period of Insurance** have changed

Failure to do so could invalidate the **Policy** or lead to a claim not being paid or the amount payable being reduced

If the **Insured** does disclose a change of any of the facts information or circumstances that they told the **Insurer** at the start of the previous **Period of Insurance** the **Insurer** reserves the right to withdraw or alter any terms and conditions of the **Policy** and amend the premium

This is a warranty free **Policy**

The **Insured** must comply with the terms of this **Policy** at all times

With regard to the events that culminate in a claim the **Insurer** will not rely on a breach of a **Policy** term to decline a claim where the **Insured** can prove that the breach was not relevant to the claim which actually occurred in the circumstances in which it occurred

Please check these documents carefully and contact your insurance broker or advisor immediately if incorrect.

CHOICE OF LAW

There is a choice of law applicable to this contract. Unless specifically agreed to the contrary this insurance is subject to English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

CLAIMS

In the event of a claim please contact the **Insurer**. The best way to do this is using the 24hr telephone line stated in your **Schedule**. Our experienced claims handlers will take the details of the claim and explain to the **Insured** the next steps to ensure the process is as smooth and efficient as possible. Please note that it is important that the Insured reads and understand the Claims Conditions (found under General Policy Conditions) which explain the responsibilities of the **Insured** in the event of a claim.

COMPLAINTS PROCEDURE

Should there be a problem regarding this **Policy** please contact your insurance broker or advisor quoting the **Policy** number shown in the **Schedule**

If the **Insured** is still not satisfied, then please write to:

Complaints Department
Aspen Insurance UK Limited
30 Fenchurch Street
London
EC3M 3BD

Email : complaints2@aspen-insurance.com

Telephone 020 7184 8841

Should the **Insured** remain dissatisfied the **Insured** may, if eligible, refer the complaint to the Financial Ombudsman Service at the address below:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Details of eligibility can be found on their website at www.financial-ombudsman.org.uk

GENERAL DATA PROTECTION REGULATION

Personal information

The **Insurer** may collect and use relevant data about individuals to provide this insurance and to meet its legal obligations including but not limited to the name, address, contact details and any other information about the individual that the **Insurer** deems necessary to collect in connection with this insurance. This may also include more sensitive data including but not limited to racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic or biometric data, health, sex life or sexual orientation or criminal convictions of the individual.

To enable the **Insurer** to use the data in accordance with applicable data protection laws the Insured must provide those individuals with certain information about how the **Insurer** will use their data in connection with this insurance. In particular, the **Insured** will need to notify individuals that their data may be shared with and used by a number of third parties in the insurance sector including, other insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies, debt recovery agents, and compulsory insurance databases.

The **Insurer** will only disclose the data to the extent required, or permitted by law.

For more information about how the Insurer uses personal data please see the full privacy notice, which is available on the website <http://www.aspen.co/privacy/>

or in other formats on request to the data protection officer at(DPO@aspen.co)

Minimisation and notification

The **Insurer** is committed to using only the data needed to provide the insurance contained in this **Policy**. The **Insured** should only provide information about individuals when asked to do so by the **Insurer**.

The **Insured** must notify the **Insurer** if an individual requests information about how the **Insurer** uses their personal data in relation to the insurance cover provided in this **Policy**.

If the **Insured** is not satisfied with the way in which any personal data has been managed it may complain to the relevant Information Commissioner's Office at:

England	Scotland	Wales	Northern Ireland
Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF	Information Commissioner's Office Queen Elizabeth House Sibbald Walk Edinburgh EH8 8FT	Information Commissioner's Office 2 nd Floor Churchill House Churchill Way Cardiff CF10 2HH	Information Commissioner's Office 3 rd Floor 14 Cromac Place Belfast BT7 2JB
Telephone: 0303 123 1113	Tel 0303 123 1115	Tel 029 2067 8400	Tel 0303 123 1114
Email: casework@ico.org.uk	scotland@ico.org.uk	wales@ico.org.uk	ni@ico.org.uk


THIRD PARTY RIGHTS

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

TREATING CUSTOMERS FAIRLY

The **Insurer** is committed to achieving high standards of technical excellence and quality of service and to treat the **Insured** fairly. The **Insurer** constantly strives to:

- Design products and use distribution channels that meet the needs of those for whom they were intended
- Provide information which is clear and not misleading and issue Policy documentation in accordance with market and regulatory standards
- Avoid or, where that is not possible, manage and disclose conflicts of interest
- Operate sound risk management and controls
- Maintain the financial solvency of the business
- Maintain a balance of appropriate treatment between shareholders and customers
- Pay claims as soon as practicable following authorisation
- Handle complaints in a fair and expeditious manner
- Use feedback from complaints to improve our business and rectify any systemic deficiencies



Paul Gatland
Head of UK Property and Construction
Aspen Insurance UK Limited

DEFINITIONS AND INTERPRETATIONS

Your **Policy** is made up of various sections and documents. These should all be read together as part of the same contract. Definitions are set out below and any word or phrase which has a definition is printed throughout the **Policy** in **italic bold type**. Various specific definitions are set out in individual sections which relate only to those sections. Where a more general meaning applies this will be apparent from the way it is used in the **Policy**

Accidental Breakage or Accidental Damage

Unexpected and unintended **Damage** caused by sudden and external means excluding depreciation and deterioration from normal use wear and tear or other gradually operating cause

Building/Buildings

The structure of the **Home** comprising the private dwelling shown as the risk address on the **Policy Specification** (including its **Fixtures and Fittings** if they are the property of the **Insured** or the property of the **Owner**) its private garages domestic outbuildings swimming pools tennis courts walls gates fences hedges terrace patios drives and paths together with common parts of the structure in which the **Home** is situated but only to the extent of the **Owner's** interest as described in the original lease granted on the dwelling by the **Insured**

Damage

Accidental loss destruction or damage

Excess

The amount shown in the **Schedule** which is the first part of each claim for which the **Insured** is responsible. This is deducted from any claim the **Insurer** will pay the **Insured** or the **Owner**

Family

The spouse partner children parents and other relatives of the **Owner** permanently living with him/her 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 and ceiling coverings all of which are permanently fixed

Flood

- (a) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
- (b) inundation from the sea
whether resulting from storm or otherwise

Home

The private dwellings shown as the risk address on the **Policy Specification**

Indemnity

(this relates to Section Additional Benefit 4 - Legal Liability as Property Owner) obligation of the **Insurer** to pay on behalf of the **Insured** damages and legal costs as the **Insured** becomes legally liable to pay as a result of an occurrence giving rise to a claim against the **Insured** for compensation

Insured

The first party named in the **Schedule** as the **Insured**

Insurer

Aspen Insurance UK Limited

Insured Risks

All the risks referred to in the **Insured Risks** section of this **Policy**

Mortgagee

Any person or persons with a registered charge over the **Building** or parts of the **Building** as a lender in a mortgage loan transaction

Owner

Any person or persons named in the **Policy Specification** as leasehold **Owner** or **Mortgagee** of the **Home**

Period of Insurance

The Period of Insurance as shown in the **Schedule**

Policy

This document the **Schedule** and any **Endorsement**

Policy Specification

The record approved by the **Insurer** compiled and maintained by the **Insured** which is declared to be incorporated in and to form part of the **Policy**

Pollution

- a) the contamination of the atmosphere or of any water, land or other tangible property by any pollutant (which shall include any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, odour, chemical, waste or disease carrying water droplet).
- b) any outbreak of legionella.

In respect of b) above, any outbreak will be deemed by the **Insurer** to be sudden, identifiable, unintended and unexpected.

Schedule

The most current **Schedule** issued to the **Insured** which states the **Period of Insurance** the amount of premium payable and details of the cover provided by this **Policy**

The **Schedule** is part of the **Policy** and must be read in conjunction with it

Sum Insured

The amount shown indicated in the **Policy Specification**. This amount is that declared by the **Insured** at proposal to represent the full cost of reconstruction of the **Building** in the same form size style and condition as when new

Terrorism

- a) **Terrorism** in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) shall mean an act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of His Majesty's Government in the **United Kingdom** or any other government de jure or de facto
- b) **Terrorism** in any territory other than those stated in a) above shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

In any action suit or other proceedings where the **Insurer** alleges that by reason of this definition any **Damage** or **Consequential Loss** cost or expense is not covered by this **Policy** (or is covered only up to a specified limit of liability) the burden of proving that **Damage** or **Consequential Loss** cost or expense is covered (or is covered beyond that limit of liability) shall be upon the **Insured**

United Kingdom

England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

Unoccupied

Not permanently lived in by the **Owner** or any person authorised by the **Owner**

COVER

1. In the event of **Damage** directly caused by an **Insured Risk** the **Insurer** will pay the full cost of work for repairing or replacing as new the damaged part of the **Buildings** provided the work is completed without delay however the payment would be subject to a deduction for depreciation from normal wear and tear if
 - (a) the **Sum Insured** at the date of the **Damage** represents less than the full cost of reconstruction of all the **Building** insured in the same form size style and condition as when new or
 - (b) the **Buildings** have been inadequately maintained
2. The **Insurer** will pay a reasonable percentage of 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
3. If repair or replacement is not carried out the **Insurer** will pay the reduction in market value resulting from the **Damage** but not exceeding what the **Insurer** would have paid if the work had been carried out without delay
4. The **Insurer** will not pay more than the **Sum Insured** for any one incident of **Damage** by an **Insured Risk** Any payment the **Insurer** makes will not reduce the **Sum Insured** total liability in respect of each **Building** itemised in the **Policy Specification** shall be limited to the **Sum Insured** recorded but not exceeding the sum of GBP 350,000 in respect of any one **Building** unless any greater sum shall have been approved by the **Insurer**
5. This **Policy** does not cover any **Buildings** used for trade purposes or occupied as a Hotel or Boarding House or used in connection with any profession unless cover for use or occupancy shall have been approved by the **Insurer**
6. In the event of **Damage** directly caused by an **Insured Risk** the **Insurer** will pay the cost of work for repairing or replacing as new the damaged part of roofs foundations and external parts of the structure in which the **Home** is situated but only to the extent of the rateable proportion of the **Owner**

INSURED RISKS

1. Fire explosion lightning and earthquake
2. Smoke excluding any gradually operating cause
3. Riot civil commotion strikes or political disturbances excluding **Damage** caused in Northern Ireland or the Republic of Ireland
4. Malicious damage excluding **Damage**
 - (a) caused by the **Owner** or any member of **Family**
 - (b) to the **Home** whilst it is lent let or sub-let (in whole or part) unless arising from the breaking into or out of the **Home**
 - (c) arising after the **Home** has been **Unoccupied** for more than 30 consecutive days or
 - (d) caused by a person lawfully in the **Building**
5. Collision by aircraft or other aerial devices or any articles dropped from them or by any vehicle or animal
6. Storm or **Flood** excluding **Damage**
 - (a) by frost; or
 - (b) to fences gates and hedges
7. Escape of water from any fixed tank pipe appliance heating system or sanitary ware excluding loss or **Damage**
 - (a) arising after the **Home** has been **Unoccupied** for more than 30 consecutive days
 - (b) arising from faulty workmanship
8. Falling trees or branches or telegraph poles or lighting standards. This includes lifting the fallen item as necessary to enable repairs to proceed but excludes the cost of removing the fallen item from the site
9. Theft or attempted theft excluding **Damage**
 - (a) caused by the **Owner** or any member of the **Family**
 - (b) to the **Home** whilst it is lent let or sub-let (in whole or part) unless arising from the breaking into or out of the **Home**
 - (c) arising after the **Home** has been **Unoccupied** for more than 30 consecutive days or
 - (d) caused by any person obtaining property by deception unless deception is used only to gain entry to the **Home**
10. Subsidence ground heave or landslip excluding **Damage**
 - (a) to swimming pools tennis courts walls gates fences hedges terraces patios drives and paths unless the structure of the **Home** is damaged at the same time
 - (b) caused by the use of defective materials or faulty workmanship
 - (c) to solid floor slabs caused by compaction of infill
 - (d) caused by river or coastal erosion
 - (e) caused by normal settlement shrinkage or expansion or
 - (f) loss in value following repair
11. Leakage of oil from any fixed oil-fired installation including smoke and/or smudge damage arising from defective vaporisation excluding loss or **Damage**
 - (a) arising after the **Home** has been **Unoccupied** for more than 30 consecutive days
 - (b) arising from faulty workmanship
12. Breakage or collapse of television or radio signal receiving apparatus excluding **Damage** caused to the apparatus itself
13. **Accidental Breakage** of fixed glass fixed sanitary ware fixed water or heating installations inspection covers cables and pipes serving the **Buildings**

14. Extended **Accidental Damage** to the **Buildings Accidental Damage** to the **Buildings** excluding **Damage**
- (a) for those **Buildings** not specified in the **Policy Specification** designated as “Including **Accidental Damage**”
 - (b) insured elsewhere in this **Policy**
 - (c) specifically excluded from the cover given by **Insured Risks** 1 to 13 above
 - (d) caused by
 - (i) livestock vermin insects or mildew
 - (ii) the action of light or atmospheric conditions
 - (e) caused by chewing scratching tearing or fouling by pets
 - (f) caused by wet or dry rot settlement or shrinkage faulty workmanship defective design or materials
 - (g) caused whilst the **Buildings** are lent let or sub-let (in whole or part) to someone other than the **Owner** or
 - (h) caused by electrical or mechanical breakdown

ADDITIONAL BENEFITS

1. Alternative Accommodation

If the **Buildings** become uninhabitable as a result of an **Insured Risk** the **Insurer** will reimburse the **Insured** for the amount of the reasonable additional expense of alternative accommodation for the **Owner** or any member of the **Family** or their domestic pets for the period necessary for reinstatement but not exceeding in total the percentage of the **Sum Insured** of the **Building** suffering **Damage** as stated in the **Schedule**

This cover is further extended to include

- a) Denial Prevention or hindrance of access to the **Premises** due to **Damage** of property within a 1 mile vicinity or closure or sealing within the same vicinity by the police, fire brigade, or by any other any other Government or Public Authority due to an issue not of the own doing of the **Insured** or extremes of weather
- b) Any occurrence of murder or suicide at the **Premises**

Provided that the **Insurer** shall not be liable for

- a) An **Act of Terrorism** unless the Terrorism Extension – Non Damage is shown as insured on the **Schedule**
- b) Any loss of custom resulting from **Damage** to the property of any electricity gas water or telecommunications supplier

2. Architects' and Surveyors' Fees Debris Removal and Government/Local/Authority Requirements

If they are necessary in the reinstatement of the **Buildings** following **Damage** by an **Insured Risk** the **Insurer** will pay

- (i) architects' surveyors' consultants' and legal fees but not fees for preparing a claim against the **Insurer**
- (ii) costs incurred with the consent of the **Insurer** in removing debris demolishing and shoring or propping up of the portion of the **Buildings** consequent upon **Damage** and
- (iii) the additional costs to comply with government or local authority requirements but not if the requirements were notified before the **Damage** occurred

Provided that the cost of the above is included within the **Sum Insured** of the **Building** and the total amount recoverable shall not exceed the **Sum Insured** on the **Building** suffering **Damage**

3. Legal Fees Following Occupation by Squatters

The **Insurer** will pay for legal fees incurred with the permission of the **Insurer** which are necessary to repossess the **Home** following occupation by squatters. This payment will not exceed GBP 10,000 in any one **Period of Insurance**

4. Legal Liability as Property Owner

For accidents or incidents occurring during any **Period of Insurance** the **Insurer** will provide an **Indemnity** for any amounts which the **Insured** and/or the **Owner** become legally liable to pay to another party as damages for bodily injury (including death or disease) or **Damage** to property

The **Insurer** will also insure the legal liability of the **Owner** to pay damages incurred during the **Period of Insurance** by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising out of the previous ownership by the **Owner** of any private dwelling and/or the ownership by the **Owner** of the **Buildings** for a period of seven years from the date of the cancellation or expiry of this **Policy**

The maximum payment by the **Insurer** in respect of any claim or claims arising out of one cause will be GBP 2,000,000 plus all costs and expenses agreed by the **Insurer** in writing

However the **Insurer** will not indemnify the **Insured** in respect of liability arising out of or in connection with;

- i) the sale, storage, supply or provision of any **Computer Equipment** or **Electronic Data**
- ii) any unauthorised, malicious or criminal interference involving access to, processing of, use or operation of any **Computer Equipment** or **Electronic Data**

but this shall not apply to;

- i) liability arising out of or in connection with;
 - a) Personal Injury to any person
 - b) accidental damage to tangible property caused by physical contact with any **Computer Equipment**.
- ii) any circumstance where compulsory insurance of liability to any Employee(s) is required by statute but the Limit of Indemnity shall be reduced to the minimum amount as required by law.

Definitions applicable to this exclusion;

Computer Equipment means all parts of the electronic data processing installation including tapes cards disks and any other data carrying media air conditioning temperature and environmental control equipment power supply and voltage regulating control equipment and interconnecting wiring belonging to the **Insured**

Electronic Data means Data of any sort whatsoever including without limitation and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

EXCLUSIONS

The **Insurer** will not provide **Indemnity** for liability arising from

- (a) the occupation of any land or **Buildings**
- (b) a contract which imposes a liability which would not have attached in the absence of the contract
- (c) any deliberate wilful or malicious act
- (d) loss of or **Damage** to any property in the custody control or ownership of the **Owner** or a member of the **Family** of the **Owner**
- (e) the carrying out by the **Owner** of any trade business or profession
- (f) bodily injury sustained by an employee which arises out of and in the course of his employment or engagement by the **Insured** or the **Owner**
- (g) **Pollution**
- (h) the liability to the **Owner** of the **Insured** or vice versa or
- (i) loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this Exclusion an **Act of Terrorism** means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This Section also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to an **Act of Terrorism**

If the **Insurer** alleges that by reason of this Exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**

5. Lock Replacement

The **Insurer** will pay the reasonable costs incurred in replacing and installing external door locks of the **Home** where the keys of locks have been stolen provided the most the **Insurer** will pay in respect of any one claim shall be GBP 2,500

6. Protection of Other Interests

The **Policy** will continue to protect the interests of the **Insured** and any party specified in the **Policy Specification** other than the **Owner** despite anything done or not done which increases the risk of **Damage** without the knowledge or authority of that interested party provided that party or the **Insured** gives the **Insurer** notification of a change in the risk as soon as reasonably possible after becoming aware of it and pays the additional premium that the **Insurer** may reasonably require

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

7. Trace and Access

In the event of **Damage** resulting from escape of water at the **Building/Buildings** the **Insurer** will pay for the reasonable costs incurred in locating the source of the **Damage** and making good provided the most the **Insurer** shall pay in respect of any one claim shall not exceed GBP 5,000

8. Transfer of Interest

If at the time of **Damage** to any **Building** insured by this **Policy** the **Owner** shall have contracted to sell their interest in the **Buildings** the contracting purchaser shall have the benefit of this **Policy** up to the date of completion provided that the purchase is subsequently completed and that the **Buildings** are not insured by any other insurance

9. Debris Removal

Unless specifically insured by this **Policy** in connection with **Sum Insured** for **Buildings** cover is extended to include reasonable costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurer** in

- (a) removing debris from
- (b) clearance or repair of drains sewers or gutters of
- (c) dismantling and/or demolishing
- (d) shoring up or propping

the portion or portions of the property insured destroyed or damaged by any cause not excluded but excluding any costs or expenses

- (i) incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from **Pollution** of property not insured by this Section

The most the **Insurer** will pay following **Damage** including such costs is the sum insured by the relative item stated in the **Schedule**

TERRORISM EXTENSION

This extension applies only where shown as operative in the **Schedule**

Despite any exclusion to the contrary in respect of the **Period of Insurance** stated in the **Schedule** this insurance shall extend to include **Damage** and resulting from an **Act of Terrorism** insofar as and to the extent that the property is insured in England Wales or Scotland (but not adjacent territorial seas as defined by the Territorial Sea Act 1987) subject to all the terms conditions and limitations of the **Policy** except as varied below

EXCLUSIONS

The **Insurer** will not pay

- (1) for **Residential Property** insured by a **Private Individual**
- (2) for war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (3) in respect of any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve **Nuclear Installation** or **Nuclear Reactor**
- (4) any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss caused by or contributed to by or arising from **Damage** to any computer or other equipment or component or system or item which processes stores transmits or receives **Electronic Data** and whether property of the **Insured** or not where **Damage** is caused by **Computer Virus** or **Phishing** or **Hacking** or **Denial of Service Attack**

However, other than **Money, Goods In Transit** or loss of **Electronic Data** the **Insurer** will cover **Damage** occurring during the **Period of Insurance** to **Buildings** and **Fixtures and Fittings** insured by this Extension directly caused by **Defined Perils** if damage results from any of the matters described above subject to all terms conditions and Exclusions of this Extension but the **Insurer** will not cover any concurrent or subsequent **Damage**

Furthermore where cover is provided under Additional Benefits 1. Alternative Accommodation and as a result of an **Act of Terrorism** the amount suffered directly by you by way of loss of Alternative Accommodation as a direct result of

- (a) **Damage** to **Buildings** and Fixtures and Fittings and/or
- (b) Denial prevention or hindrance of access to or use of the by reason of an **Act of Terrorism** causing **Damage** to other property within one mile of the **Premises** and the **Insured** are prevented from accessing the **Premises** cover will be provided by this Exclusion

The **Insurer** will not cover any **Damage** proximately caused by any acts in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state

SPECIAL CONDITIONS

- (1) In any action suit or other proceedings where the **Insurer** alleges that any damage or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that **Damage** or loss is covered will be upon the **Insured**
- (2) Any terms in the **Policy** which provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance** do not apply to this Terrorism Extension

DEFINITIONS APPLICABLE TO THIS TERRORISM EXTENSION

Act of Terrorism

Any acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's government in the **United Kingdom** or any other government de jure or de facto and which happens per any one **Event**

Computer Virus

Computer program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of **Computer Virus** includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above

Defined Perils (Cyber Terrorism)

Fire, Explosion, **Flood**, Escape of Water from any tank, apparatus or pipe (including any sprinkler system), Impact of Aircraft or any aerial devices or articles dropped from them
Impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on vessel or vehicle,
Destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. **Denial of Service Attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of actions or instructions by other Computer Systems

Electronic Data

Data of any sort whatsoever including without limitation and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

Event

all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same **Act of Terrorism**, and the **Insurer** may choose the date and time when any period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to the Reinsured as a result of the **Act of Terrorism** in question; and an **Event** shall be taken to arise in the **Period of Insurance** in which 72 hour period commences, notwithstanding that it may extend beyond the time limit of the expiry of the contract of direct insurance concerned.

Hacking

Unauthorised access to any computer system, whether property of the **Insured** or not

Money

Cash bank notes currency (but excluding cryptographic or virtual money including Bitcoin) notes tokens cheques Giro cheques postal orders money orders bankers drafts bills of exchange unused postage stamps holiday with pay stamps National Savings stamps and certificates TV licence stamps certificates of deposit consumer redemption vouchers National Insurance stamps luncheon vouchers premium bonds trading stamps and vouchers railway travel warrants railway tickets airline tickets which have been authenticated and purchased for use travellers cheques credit company sales vouchers VAT purchase invoices embossed stamps and unexpired franking machine units This also includes **Money** in the form of crossed cheques crossed postal orders crossed bankers' drafts premium bonds National Savings certificates unused units in postage stamp franking machines stamped or franked National Insurance cards and VAT purchase vouchers/invoices credit card sales vouchers documents of value trading stamps certificates of deposits consumer redemption vouchers

Nuclear Installation

Any installation of class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

- (a) the production or use of atomic energy
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
- (c) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear Reactor

Any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adopted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

Phishing

any access or attempted access to data or information made by means of misrepresentation or deception

Private Individual

Any person other than

- (a) a sole trader
- (b) a trustee, executor or beneficiary of a trust or will provided person does not occupy the **Residential Property** as a private residence

The definition of **Private Individual** will also include two or more persons where insurance is arranged in their several names and/or the title of the **Insured** includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured

Residential Property

- (a) houses and blocks of flats and other dwellings
- (b) household goods and personal effects of every description

GENERAL EXCLUSIONS

The **Insurer** does not insure

1. The amount of any **Excess**
2. **Damage** arising from any accident or incident occurring outside the **United Kingdom** unless otherwise stated
3. **Damage** attributable solely to change in water table level
4. **Damage** to any property or any loss expense or legal liability directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations from contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
 - (e) pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds or
 - (f) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power
 - (g) any chemical, biological, bio-chemical or electromagnetic weapon
5. Any loss or destruction or **Damage** expense or legal liability directly or indirectly caused by resulting from or in connection with
 - (a) any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to **Act of Terrorism**
 - (b) any action taken in controlling preventing or suppressing any **Act of Terrorism** or in any other way related to an **Act of Terrorism**

6. Communicable Disease Exclusion

Despite any provision to the contrary this **Policy** excludes all loss damage claim **Incident** cost or expense directly or indirectly caused by contributed to resulting from attributable to or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1.1. the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and
- 1.2. the method of transmission includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms and
- 1.3. the disease substance or agent can cause or threaten damage injury or illness to human health or human welfare or can cause or threaten damage to deterioration of loss of value of marketability of or loss of use of property insured hereunder.

Provided that

- a) where the **Insurer** alleges that this exclusion applies then the burden in proving to the contrary lies with the **Insured**
- b) this exclusion applies to all sections of this **Policy** except those coverages (where available and insured by this **Policy**) noted below:
 - i) Public Liability – Additional Benefit 4
 - ii) Terrorism Extension

However in the event of physical loss or destruction of or physical damage to property insured under this **Policy** the **Insurer** will cover such loss destruction or **Damage** caused directly by an Insured Risk listed below and any resulting consequential loss incurred by the **Insured** subject to all other terms, conditions and exclusions.

Insured Risk

Fire Explosion Aircraft Riot and Malicious Damage Earthquake Storm **Flood** Escape of Water or Oil , collision with any road vehicle or animal or Theft

7. Any;

1

- 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
- 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

- 9 Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

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POLICY CONDITIONS

1. Cancellation Rights Cancellation by the *Insurer*

- (a) The *Insurer* has the right to cancel the *Policy* where there is a valid reason, for example:
- (i) the *Insured* has not paid their premium. If premiums are not paid when they are due, the *Insurer* will write to the *Insured* requesting payment by a specific date. The *Insurer* will give the *Insured* at least 14 days' notice in writing if it intends to cancel this *Policy* due to non-payment of premium. If the *Insurer* receives payment by the date specified in the letter no further action will be taken. If the *Insured* does not receive payment by this date, the *Policy* will be cancelled from the cancellation date shown on the letter and no return premium will be allowed. The *Insurer* reserves the right to collect any premium that has not been paid;
 - (ii) fraud is reasonably suspected
 - (iii) the *Insured* has not made reasonable efforts to provide complete and accurate information in response to the questions of the *Insurer*
- (b) Where the *Insurer* cancels the *Policy* a minimum of 14 days' notice will be provided in writing to the last known postal or email address of the *Insured*. The *Insurer* will explain why the *Policy* is cancelled. The exception to this is if the *Insurer* has evidence that the *Insured* acted fraudulently or deliberately provided inaccurate or incomplete information. In those circumstances the *Insurer* may cancel this *Policy* without notice and backdate the cancellation to the date when this happened.

Refunds

- (c) If this *Policy* is cancelled before cover starts, the *Insurer* will refund the premium paid for the cancelled cover
- (d) Refunds will not be issued if the *Policy* is cancelled because of the fraud or misrepresentation of the *Insured*
- (e) No refund will be allowed if a claim has been submitted in the *Period of Insurance*.

2. Claims Procedure

After any accident injury loss or *Damage* the *Owner* or his/her legal personal representative must

- (a) notify the *Insurer* with full particulars and evidence as soon as possible after the occurrence
- (b) send to the *Insurer* without delay every communication received in connection with this matter
- (c) not make any admission offer or promise to pay or deal without written consent of the *Insurer*
- (d) give the *Insurer* all the information and assistance that the *Insurer* may require
- (e) give immediate notice to the police if property is lost or theft is suspected or if injury or *Damage* is caused by malicious persons and
- (f) not abandon any property to the *Insurer*

The *Insured* must pass all claims to the *Insurer* as soon as is reasonably possible

The *Owner* is entitled to bring a claim directly against the *Insurer* under this *Policy*

The *Insurer* is entitled to

- (a) take possession of and deal with any salvage in a reasonable manner and
- (b) control and settle any claim and take proceedings at the expense of the *Insurer* but in the name of the *Insured* and/or the *Owner* to secure compensation from any third party in respect of any *Damage* or liability covered by this *Policy*

3. Fraud

If any claim under this *Policy* is in any respect fraudulent or if any fraudulent means or devices are used by anyone to obtain benefit under this *Policy* all benefit shall be forfeited

4. Fundamental Conditions

- (a) The *Insured* has a duty at inception and renewal of this *Policy* and a continuing duty throughout the *Period of Insurance* to disclose all facts that are material to this *Policy* including those relating to any claim. If the *Insured* has any doubt as to whether or not a fact is material then it should be disclosed to the *Insurer*
- (b) The *Insured* must pay to the *Insurer* all premiums due to the *Insurer* together with all taxes due on the premiums

5. Other Insurance

If any **Damage** or liability which is the subject of a claim under this **Policy** is covered by any other insurance the **Insurer** shall not be liable for more than the rateable proportion of the claim

6. Precautions

Any person seeking the benefit of this **Policy** must observe its terms and conditions and exclusions and must take all reasonable precautions to prevent accident injury **Damage** and to minimise any losses which may occur

7. Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the **Insurer** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union **United Kingdom** or United States of America

LONG TERM UNDERTAKING

Only applicable if shown in the **Schedule** and not applicable to any Terrorism Extension

The **Insured** undertakes 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

- (a) The **Insurer** shall be under no obligation to accept an offer made in accordance with the said undertaking
- (b) the **Sums Insured** or limits of **Indemnity** or liability may be reduced at any time to correspond with any reduction in value or business

This undertaking applies to any **Policy(s)** which may be issued by the **Insurer** in substitution for this **Policy**

CONTACT US

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