COMMUNITY RESIDENTIAL POLICY

INSURANCE FOR LEASEHOLD AND MORTGAGED BUILDINGS

aspen-insurance.com
COMMUNITY RESIDENTIAL POLICY

A GUIDE TO THE INSURANCE COVER YOU HAVE CHOSEN

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INTRODUCTION

The parties have entered into this contract in good faith and understand their respective obligations.

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

CLAIMS

In the event of a claim please contact Us. 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 Your claim and explain to You the next steps to ensure the process is as smooth and efficient as possible. Please note that it is important that You read and understand the Claims Conditions (found under General Policy Conditions) which explain Your responsibilities in the event of a claim.

TREATING CUSTOMERS FAIRLY

We are committed to achieving high standards of technical excellence and quality of service and to treat You fairly. We constantly strive 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

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 You still are not satisfied, then please write to:

The Compliance Officer
Aspen Insurance UK Limited
30 Fenchurch Street
London
EC3M 3BD

Should You remain dissatisfied You may, if eligible, refer Your 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
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.

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.

GENERAL DATA PROTECTION REGULATION
We will hold all personal data relating to You in accordance with all applicable data protection legislation as amended from time to time including but not limited to the Data Protection Act 1998 the Data Protection (Amendment) Act 2003 and when it comes into force the General Data Protection Regulation (Regulation (EU) 2016/679). Your personal data may be used by Us or any service provider contractor or agent appointed by Us in order to administer Your policy which shall include but not be limited to underwriting decisions renewal information analysis validation of claims history claims handling fraud detection and debt recovery. We will ensure that personal data is stored securely and we will prevent unauthorised access to or loss of such data.

Should you have any queries about data privacy please see www.aspen.co/Terms--Conditions/ or contact DPO@aspen.co

Clive Edwards
Insurance Chief Underwriting Officer
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 Your property or the Owner’s property) 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 You.

Damage
Accidental loss destruction or damage.

Excess
The amount shown in the Schedule which is the first part of each and every claim for which You are responsible. This is deducted from any claim We pay You or the Owner.

Family
The Owner’s spouse or partner children parents and other relatives 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 D1 – Legal Liability as Property Owner) Our obligation to pay on Your behalf such damages and legal costs as You become legally liable to pay as a result of an occurrence giving rise to a claim against You for compensation.

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 Us compiled and maintained by You which is declared to be incorporated in and to form part of the policy

**Pollution**
- i) 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).
- ii) the ingestion or inhalation of any noxious substance or any pollutant by any person.
- iii) any outbreak of legionella.
In respect of iii) above, any such outbreak will be deemed by the Company to be sudden, identifiable, unintended and unexpected.

**Schedule**
The most current Schedule issued to You 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 You 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 Her 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 **We** allege 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 such **Damage** or **Consequential Loss** cost or expense is covered (or is covered beyond that limit of liability) shall be upon **You**.

**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**

**We/Us/Our**

Aspen Insurance UK Limited

**You/Your/Yours**

The first party named in the **Schedule** as the Policyholder
COVER

1. In the event of **Damage** directly caused by an **Insured Risk** **We** 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. **We** 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 **We** will pay the reduction in market value resulting from the **Damage** but not exceeding what **We** would have paid if the work had been carried out without delay

4. **We** will not pay more than the **Sum Insured** for any one incident of **Damage** by an **Insured Risk** Any payment **We** make 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 therein but not exceeding the sum of GBP350,000 in respect of any one **Building** unless any greater sum shall have been approved by **Us**

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 such use or occupancy shall have been approved by **Us**

6. In the event of **Damage** directly caused by an **Insured Risk** **We** 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 **Owner’s** rateable proportion

7. 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 **Your** property or not where such **Damage** is caused by **Computer Virus** or **Phishing** or **Hacking** or **Denial of Service Attack**
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. Legal Liability as Property Owner
For accidents or incidents occurring during any Period of Insurance We will provide an Indemnity for any amounts which You 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.
We will also insure the Owner’s legal liability 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 Us in respect of any claim or claims arising out of one cause will be GBP2,000,000 plus all costs and expenses agreed by Us in writing.

EXCLUSIONS
We 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 such 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 Owner’s Family
(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 You or the Owner
(g) Pollution
(h) Your liability to the Owner 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 We allege 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 You.

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.
2. **Alternative Accommodation**
   If the *Buildings* become uninhabitable as a result of an *Insured Risk*, *We* will reimburse *You* 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*.

3. **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* *We* will pay:
   (i) architects’ surveyors’ consultants’ and legal fees but not fees for preparing a claim against *Us*.
   (ii) costs incurred with *Our* consent 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 total amount recoverable shall not exceed the *Sum Insured* on the *Building* suffering *Damage*.

4. **Legal Fees Following Occupation by Squatters**
   *We* will pay for legal fees incurred with *Our* permission which are necessary to repossess the *Home* following occupation by squatters. *Our* payment will not exceed GBP10,000 in all in any one *Period of Insurance*.

5. **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.

6. **Protection of Other Interests**
   The *Policy* will continue to protect *Your* interests 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 *You* gives *Us* notification of a change in the risk as soon as reasonably possible after becoming aware of it and pays the additional premium that *We* may reasonably require.

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

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

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

Notwithstanding 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

We 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 such 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 Your property or not where such 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 We 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 such damage results from any of the matters described above subject to all terms conditions and Exclusions of this Extension but We will not cover any concurrent or subsequent Damage.

Furthermore where cover is provided under Additional Benefits 2. 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 Your Premises and You are prevented from accessing Your Premises cover will be provided by this Exclusion.

We 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 We allege that any damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered will be upon You.
(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 Her 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 such 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 such 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 **We** may choose the date and time when any such 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 such 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 **Your** property 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 such 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 such 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

We do 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. This Policy shall not cover any Damage or loss directly or indirectly due to
   (a) any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date or
   (b) computer viruses

5. 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

6. 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 such act of Terrorism
   (b) any action taken in controlling preventing or suppressing any act of Terrorism or in any other way related to such act of Terrorism

7. 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 Your property or not where such Damage is caused by Computer Virus or Phishing or Hacking or Denial of Service Attack
8. **Electronic Date Recognition**

This *Policy* shall not cover *Damage* or loss of *Alternative Accommodation* or liability or expenses directly or indirectly caused by consisting of or arising from or connected with the failure or inconsistency in performance or function of any equipment whether *Your* property or not and whether occurring before during or after the year 2000 where such equipment is affected by any failure

A. correctly to recognise or establish any date as its true calendar date

B. to recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules

C. to recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules

but that this shall not exclude resultant *Damage* or loss of *Gross Rentals* or expenses not otherwise excluded which itself results from an *Insured Risk*

For the purposes of this exclusion only *Insured Risk* means

1. Fire Explosion
2. Earthquake
3. Aircraft
4. Malicious Damage
5. Storm and Flood
6. Escape of Water
7. Theft
POLICY CONDITIONS

1. Fundamental Conditions
   (a) You have 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 You have any doubt as to whether or not a fact is material You should disclose it to Us.
   (b) You must pay to Us all premiums due to Us together with all taxes due on the premiums.

2. 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.

3. Other Insurance
   If any Damage or liability which is the subject of a claim under this Policy is covered by any other insurance We shall not be liable for more than Our rateable proportion of such claim.

4. 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.

5. Cancellation
   We may cancel this Policy by sending seven days’ notice by registered letter to You. In that event You shall become entitled to the return of a proportionate part of the premium paid corresponding to the unexpired Period of Insurance.

6. Claims Procedure
   After any accident injury loss or Damage the Owner or his/her legal personal representative must:
   (a) notify Us with full particulars and evidence as soon as possible after the occurrence
   (b) send to Us without delay every communication received in connection with this matter
   (c) not make any admission offer or promise to pay or deal without Our written consent
   (d) give Us all the information and assistance We 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 Us.

   You must pass all claims to Us as soon as is reasonably possible.

   The Owner is entitled to bring a claim directly against Us under this Policy.

   We are 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 Our own expense but in Your name and/or the Owner to secure compensation from any third party in respect of any Damage or liability covered by this Policy.
LONG TERM UNDERTAKING

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

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

(a) We 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 Us in substitution for this Policy