



COMMUNITY RESIDENTIAL POLICY

INSURANCE FOR LEASEHOLD
AND MORTGAGED BUILDINGS

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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** **Our** 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 Earthquake 5.Aircraft 3.Riot 4. Malicious Damage 6.Storm and Flood 7.Escape of Water 9.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**