



ASPEN POLICY

FOR

**THE LONDON BOROUGH
OF LAMBETH**

**LEASED DWELLINGS
BUILDINGS INSURANCE**

**To make a claim you must notify us as soon as possible
(but in any case within 90 days)**

Please telephone our 24 hour a day helpline on

0800 368 22 22

**and quote your policy number, name and
leasehold property address**

Aspen Insurance UK Ltd
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Aspen Insurance is a trading name of Aspen Insurance UK Limited
Registered in England No. 1184193 Authorised and regulated by the Financial Services Authority





A GUIDE TO THE INSURANCE COVER YOU HAVE CHOSEN

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THE SCHEDULE

Important information regarding the cover you have chosen and the premium and taxation due is shown in the schedule ("**Schedule**") to this Policy

This Policy, the **Schedule** and any endorsement ("the **Policy**") should be read as one document. Any word or expression which has a particular meaning shall have the same meaning wherever it may appear. The information given to us orally or otherwise and in the proposal confirmation and declaration forms the basis of this contract.

Please check this carefully and if incorrect, immediately contact:

The London Borough of Lambeth,
Risk and Insurance Section
3rd Floor,
Olive Morris House,
18 Brixton Hill,
London, SW2 1RL

IF YOU HAVE A PROBLEM

Should there be a problem regarding this **Policy** please contact the London Borough of Lambeth Risk and Insurance Section at the above address quoting your name, address and the **Policy** number shown in your **Summary of Cover**,

If you are not satisfied with the way your enquiry was dealt with, then (quoting the **Policy** number) please write to:

The Chief Executive
Aspen Insurance UK Limited
30 Fenchurch Street
London, EC3M 3BD

Should you still remain dissatisfied, you may contact the Financial Ombudsman Service for assistance at:

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

Your legal rights are not affected



THIRD PARTY RIGHTS

The **Owners** under this **Policy** have certain rights.

- (i) In the event that an **Owner** has a query about the sale or performance of this **Policy** the **Owner** should in the first instance contact the intermediary from whom this **Policy** was purchased. Should this develop into a complaint the **Owner** should make its complaint in writing to:-
 1. London Borough of Lambeth Risk and Insurance Section
 2. Aspen Insurance UK Limited at the address given above.

We will then send you a copy of **Our** complaints procedure which includes time scales for responses established by the Financial Services Authority. A copy of **Our** complaints procedure is available on request, but will be supplied automatically in the event the **Owner** refers a complaint to **Us**. If **We** are unable to resolve the **Owner's** complaint, the **Owner** may choose to refer it to the Financial Ombudsman Service (FOS).
- (ii) **We** are covered by the Financial Services Compensation Scheme (FSCS). Subject to the FSCS Rules the **Owner** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. General Insurance products are generally covered for 100% of the first £2,000 and 90% of the remainder of the claim. However, compulsory classes of insurance are covered for 100% of the claim. In each of these cases there is no limit to the amount of compensation payable. Further information about compensation scheme arrangements is available from the FSCS.
- (iii) The **Owner** is entitled to pass a claim directly to **Us** under this **Policy**, in accordance with the procedure at Section G.

Other than the **Owner**, 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.

CHOICE OF LAW

There is a choice of law applicable to this **Policy**.

Unless specifically agreed to the contrary this **Policy** is subject to English Law



SECTION A - INSURANCE PROVIDED

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, 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. 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.
3. **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**.
4. 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**.
5. **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 £350,000 in respect of any one **Building** unless any greater sum shall have been approved by **Us**.



SECTION B – 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*

Accidental Breakage or Accidental Damage

Unexpected and unintended **Damage** caused by sudden and external means

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**), its private garages, domestic outbuildings, swimming pools, tennis courts, walls, gates, fences, hedges, terrace, patios, drives, paths, fountains, ponds, septic tanks, heating fuel tanks, underground service pipes, cables and associated equipment 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**

Computer Virus

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'

Damage

Accidental loss destruction or damage

Electronic Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

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 & storage heaters, all of which are permanently fixed
- (d) Wall, floor and ceiling coverings, (other than carpets) all of which are permanently fixed

Home

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

Indemnity (this relates to Section D – Additional Benefits)

Our obligation to pay on **Your** behalf such damages and legal costs as **You** become legally liable to pay as a result of the occurrence giving rise to a claim against **You** for compensation

Insured Risks

All the risks referred to in Section C of this **Policy**

Mortgagee

Any person or person 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 inclusive dates which **We** have accepted as being the period for which cover under this **Policy** is applicable and for which **You** have paid or agreed to pay the appropriate premium

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

- (a) Pollution or contamination of any sort and however caused and
- (b) All loss or damage or injury directly or indirectly caused by such pollution or contamination



Sum Insured

The amount 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. This amount will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors

Terrorism

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



SECTION C - **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 Eire.
4. Malicious damage, excluding **Damage**
 - a) arising after the **Home** has been **Unoccupied** for more than 30 consecutive days; or
 - b) 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 or appliance, excluding loss or damage arising after the **Home** has been **Unoccupied** for more than 30 consecutive days.
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) due to 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) resulting from reduction in value following repair.
11. Leakage of oil from any fixed oil-fired installation including smoke and/or smudge damage arising from defective vaporisation.



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**.

Accidental Breakage does not include depreciation and deterioration from normal use and wear and tear .

14. Extended **Accidental Damage** to the **Buildings**.

Accidental Damage to the **Buildings** excluding **Damage**

- a) insured elsewhere in this **Policy**;
- b) specifically excluded from the cover given by **Insured Risks** 1 to 13 above;
- c) caused by
 - i) livestock, vermin, insects or mildew,
 - ii) the action of light or atmospheric conditions, or
 - iii) depreciation and deterioration from normal use, wear and tear or other gradually operating cause;
- d) caused by chewing, scratching, tearing or fouling by pets;
- e) caused by wet or dry rot, settlement or shrinkage, faulty workmanship, defective design or materials;
- f) caused whilst the **Buildings** are lent, let or sub-let (in whole or part) to someone other than the **Owner**; or
- g) caused by electrical or mechanical breakdown.



SECTION D - 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 for loss 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 £2,000,000 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or



- (b) any act of **Terrorism**

This exclusion 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 (a) and/or (b) above.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** 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. LOSS OF RENT OR ALTERNATIVE ACCOMMODATION

If the **Buildings** become uninhabitable as a result of an **Insured Risk We** will reimburse **You** for:

- i) the amount of the reasonable additional expense of alternative accommodation for the **Owner** or any member of the **Family** or their domestic pets; or
- ii) the amount of rent lost by the **Owner** providing there is in force a written and legally binding Rental Agreement

for the period necessary for reinstatement, but not exceeding in total 20% of the **Sum Insured**.

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.

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 £10,000 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 his/her 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 policy.

6. PROTECTION OF OTHER INTERESTS

The **Policy** will continue to protect **Your** interests and any party specified on 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. ELECTRONIC DATA PROCESSING MEDIA VALUATION

Should electronic data processing media insured by this **Policy** suffer physical loss or damage insured by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic 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 such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this **Policy** does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

8. OTHER INTERESTS

We acknowledge that third parties may be interested in the insurance by this policy and in the event of **Damage** such third parties and the nature of their interest in the **Building** damaged are to be declared to **Us**.

9. REPLACEMENT LOCKS

We will pay the reasonable costs incurred in replacing and installing external door and/or window locks of the **Home** where the keys of such locks have been stolen. The most **We** will pay in respect of any one claim under this extension is £500.

10. TRACE AND ACCESS

In the event of **Damage** resulting from escape of water or leakage of oil 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 £5,000.



SECTION E - 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. **Damage** to any property or any consequential loss or any legal liability directly or indirectly caused by or contributed to by, or arising from:-
 - (a) ionising radiation's or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (c) pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds; or
 - (d) 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;
5.
 - (a) **Damage** or business interruption 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; or
 - (b) **Damage** occurring in Northern Ireland or business interruption cost or expense resulting therefrom occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of **Damage** or business interruption cost by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons;



6. (a) loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- (b) However, in the event that a peril listed below results from any of the matters described in paragraph 6(a) above, this **Policy**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Period of Insurance** to the **Buildings** insured by this **Policy** directly caused by such listed peril.

Listed Perils:

Fire

Explosion



SECTION F - TERRORISM INSURANCE EXTENSION

Applicable to this Policy but not applicable to any indemnity provided under LEGAL LIABILITY AS PROPERTY OWNER as detailed in SECTION D ADDITIONAL BENEFITS

In consideration of the payment of the premium shown in the *Schedule* and its Insurance Premium Tax in respect of the period shown in the *Schedule* (and payment of the premium required by *Us* in respect of any subsequent *Period of Insurance*) this insurance shall extend to include **Damage** and consequential loss resulting therefrom in England Wales or Scotland (but not adjacent territorial seas as defined by the Territorial Sea Act 1987) resulting from an **Act of Terrorism**

Provided always that this Terrorism Insurance is

A not subject to any of the Exclusions specified in this policy pertaining to excluded occurrences of **Damage** other than those applying specifically in respect of Terrorism Insurance as stated below

and

B subject to all the terms conditions and limitations of the policy except as expressly varied below

EXCLUSIONS

Terrorism Insurance does not cover

1. War and Allied Risks

war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

2. Nuclear Risks and Chemical Biological and Radiological Contamination

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- c) chemical and/or biological irritants contaminants or pollutants caused or occasioned by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes whose intention or intentions include but is not limited to influencing any government and/or putting the public or any section of the public in fear



Exclusion 2 applies solely in respect of

i) **Residential Property**

- ii) 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**

3. Electronic Risks

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly 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 data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not, where such damage is caused by **Virus or Similar Mechanism** or **Hacking** or **Denial of Service Attack**

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 shall 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 Insurance
3. Any Long Term Undertaking applying to the policy does not apply to this Terrorism Insurance

DEFINITIONS APPLICABLE TO THIS TERRORISM INSURANCE

Act of Terrorism

Act of Terrorism means any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government (whether legally appointed or acting as such) by force or violence and which happens per any one **Loss Occurrence**

Damage

Damage means accidental loss destruction or damage



Denial of Service Attack

Denial of Service Attack means any actions or instruction constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks, network services, network connectivity or information 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 and the generation of excess or non-genuine traffic between and amongst networks

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether **Your** property or not.

Loss Occurrence

Loss Occurrence means all individual losses arising in respect of a continuous period of seventy two hours of which the proximate cause is the same act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government (whether legally appointed or acting as such) by force or violence

Nuclear Installation

Nuclear Installation means 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

Nuclear Reactor means 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



Private Individual

Private Individual means any person other than

- a) a Trustee or body of Trustees where insurance is arranged under the terms of a trust
- b) a person who owns **Residential Property** for the purposes of their business as a sole trader

The definition of **Private Individual** shall 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

Residential Property means

- a) houses and blocks of flats and other dwellings insured in the name of a **Private Individual**
- b) household goods and personal effects of every description

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of **Virus or Similar Mechanism** includes but is not limited to Trojan horses worms and logic bombs



SECTION G - CONDITIONS

1. 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.

2. CLAIMS PROCEDURE

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

- a) telephone **Our** 24 hour helpline on 08705 21 22 23;
- b) notify **Us** with full particulars and evidence as soon as possible but in any event within 90 days of the occurrence;
- c) send to **Us** without delay every communication received in connection with this matter;
- d) not make any admission, offer or promise to pay or deal without **Our** written consent;
- e) give **Us** all the information and assistance **We** may require;
- f) 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
- g) not abandon any property to **Us**.

You must pass all claims to **Us** as soon as 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**.

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**.



GENERAL POLICY EXCLUSIONS

This **Policy** shall not cover any preventative costs in connection with or claim loss liability or expense caused by or arising from directly or indirectly or in any way relating to

- (a) any **Computer System** not being **Year 2000 Compliant**; or
- (b) any correction conversion renovation rewriting or replacement of or any failure to correct convert renovate rewrite or replace any **Computer System** related to **Year 2000 Compliance**.

This exclusion shall not exclude subsequent **Damage** or consequential loss which itself results from a **Specified Peril** if insured by this **Policy** and provided that such loss or damage is not otherwise excluded.

For the purposes of this exclusion only:

Specified Perils means

- fire spontaneous fermentation or heating
- lightning
- explosion
- aircraft or other devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons
- theft
- earthquake
- subterranean fire
- storm
- flood
- escape of water from any tank apparatus or pipe
- impact from any vehicle or animal

Computer System means any computer data processing equipment media or part thereof or system of data storage and retrieval or communications system network protocol or part thereof or storage device microchip integrated circuit real time clock system or similar device or any computer software (including but not limited to application software operating systems runtime environments or compilers) firmware or microcode whether or not **Your** property

Year 2000 Compliant/Compliance means that neither performance nor functionality of the **Computer System** is affected by dates prior to during or after the year 2000. In particular

Rule 1 - No value for current date will cause any interruption in operation for the **Computer System**

Rule 2 - Date based functionality and performance of the **Computer System** must behave consistently for dates prior to during and after the year 2000



- Rule 3 - In all interfaces and data storage of the **Computer System** the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules
- Rule 4 - The year 2000 must be recognised as a leap year by the **Computer System**.





