

Who we are

We are the Lloyd's Underwriters identified in the **Policy**, namely AEGIS Syndicate 1225 at Lloyd's.

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **You** provide **Us** or **Your** insurance agent or **Insurance Broker** with details about other people, **You** must provide this notice to them.

Want more details

For more information about how **We** use **Your** personal information please see **Our** full privacy notice, which is available online on **Our** website https://aegislondon.co.uk/legal/privacy_notice.html or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice, please contact **Us**, or the insurance agent or insurance broker that arranged **Your** insurance who will provide **You** with **Our** contact details at:

The Compliance Department
AEGIS Syndicate 1225 at Lloyd's care of AEGIS Managing Agency Ltd
25 Fenchurch Avenue, Fenchurch Street
London, United Kingdom, EC3M 5AD
E-mail: dpo@aegislondon.co.uk

You must disclose to **Us** every circumstance that is material to the risk.

- a. A circumstance is material if it would influence the judgment of a prudent underwriter in determining whether to take the risk and, if so, on what terms.
- b. **You** have a duty to disclose all material circumstances (i) **You** know, or (ii) that would have reasonably been revealed by a reasonable search of the information available to **You** by **Your** senior management and/or those responsible for **Your** insurance.
- c. Disclosure of material information to **Us** must be made in a clear and accessible manner.
- d. By accepting the risk under this **Policy** and in setting the terms and premium, **We** have relied on the information given to **Us** by **You**.
- e. If **You** become aware that material information provided to **Us** is inaccurate or has changed, then **You** must inform **Us** as soon as practicable.
- f. If **You** fail:
 - (i) to disclose every matter and circumstance that is material to the risk, or
 - (ii) to notify **Us** that information **You** have provided is inaccurate, or
 - (iii) to notify **Us** of any changes to the information provided,then the insurance under this **Policy** may become invalid and/or the **Policy** may be voidable, with the consequence that **We** may not be liable to indemnify **You** and/or **Our** liability to indemnify **You** may be reduced.

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that it would expose **Us** to any sanction, prohibition, or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

The suspension shall continue until **We** are no longer exposed to that sanction, prohibition, or restriction.

SECTION I What is covered

NOTICE TO THE INSURED - This **Policy** sets out what **You** must do in the event **You** wish to make a claim under this **Policy** - see General Condition K. (Making a Claim) of Section IV of this **Policy**.

It is a condition of this **Policy** that the Policy of the Overlying Insurer must be current and valid and provided by a regulated and authorized insurer throughout the **Policy Period** - see General Condition J. (Maintenance of Overlying Insurance) of Section IV of this **Policy**.

This **Policy** has a cooling off period of twenty-one (21) days from the commencement of the **Policy Period** where **We** will refund all premium paid for the Cover under **Your Policy** if **You** request cancellation of **Your Policy** within said period of twenty-one (21) days - General Condition D. (Cooling Off Period) of Section IV of this **Policy**.

We are providing **You** with this insurance on the basis that **You** have paid **Us** the Premium stated in the Schedule, and subject to all the terms and conditions as stated in this **Policy**, **We** agree as follows:

A. The Cover

To pay for loss or damage to **Your Residence Premises** caused by any of the Perils Insured stated in the Schedule occurring during the **Policy Period**, and as set forth in the Policy of the Overlying Insurer. This **Policy** will continue to respond for the period of the cover (the **Policy Period**) or until the Maximum Amount Payable by **Us** under this **Policy** is exhausted, whichever comes first.

B. What We will pay

Only when **You** have paid a Deductible amount for the Peril Insured by this **Policy**, stated in the Schedule, as part of any compensation provided by the Policy of the Overlying Insurer will this **Policy** respond.

We shall pay the difference between the Deductible of the Overlying Policy stated in the Schedule for the Peril Insured by this **Policy**, and **Your Retention**, subject always to the Maximum Amount Payable by **Us** under this **Policy** not exceeding the amount stated in the Schedule as "each loss".

However, this **Policy** shall not cover, and **We** will not make any payment for, any loss adjustment expenses **You** may incur in preparing or certifying details of a claim.

We have the right however, to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this **Policy**.

C. The amount You retain

The amount stated in the Schedule as **Your Retention** is the amount retained by **You** and **We** shall only pay for loss or damage more than that amount, up to the Limit of this **Policy** as stated in the Schedule.

Your Retention shall apply without aggregate limitation regardless of the number of claims **You** make on this **Policy**. The **Retention** shall not reduce or erode the amount **We** will pay (Limit of this **Policy**) stated in the Schedule.

SECTION II Words with special meanings

Whenever certain words and phrases appear in bold type in this **Policy**, such terms are defined as follows, unless stated otherwise:

- A. **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
 - 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
 - 3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare, or property.
- B. **Dwelling** means the permanent structure used for domestic living purposes within the **Residence Premises** which belong to **You** or for which **You** are legally responsible.
- C. **Endorsement** means a change in the terms and conditions of the insurance provided by this **Policy**, agreed by **You** and **Us**.
- D. **Insurance Broker** means the person or firm who acts on **Your** behalf with regard to the cover provided by **Us** under this **Policy** and named for that purpose in the Schedule.
- E. **Insured** means the entity insured by this **Policy** and stated in the Schedule as the **Insured**, and as stated in the Policy of the Overlying Insurer.
- F. **Policy** means the policy document comprising the Schedule, Notices, What is covered, Words with special meanings, What is not covered, General Conditions, and Complaints and Other Enquiries, and any **Endorsement** that **We** may issue **You** for the **Policy Period**.
- G. **Policy Period** means the date and time when the insurance under this **Policy** starts and ends, as shown in the Schedule, unless this **Policy** is cancelled in accordance with the provisions of General Condition B. (Cancelling the Policy) of Section IV of this **Policy**.
- H. **Residence Premises** means **Your Residence Premises** stated in the Schedule as **Your Residence Premises** and which includes the **Dwelling**, detached building or any structure attached to the **Dwelling**, or that part of any other building on **Your Residence Premises** which **You** occupy for habitational purposes.
- I. **Retention** means the amount **You** shall retain and not be insured by this **Policy** with regard each separate claim **You** make under the **Policy** and stated as **Your Retention** in the Schedule.

- J. **Terrorism** means the actual or threatened use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes including to influence any government and/or to put the public, or any section of the public, in fear.
- K. **Underwriters** means AEGIS Syndicate 1225 at Lloyd's.
- L. **Us / We / Our** means AEGIS Syndicate 1225 at Lloyd's.
- M. **You / Your** means the person or company stated in the Schedule as the **Insured**.

SECTION III What is not covered

This **Policy** incorporates by this reference, and is in all respects subject to, each of the Exclusions contained in the Policy of the Overlying Insurer, and as may be added by **Endorsement** to this **Policy**.

Should any part of this **Policy** conflict with the Policy of the Overlying Insurer, the terms of this **Policy** shall take precedent.

We do not cover, and **We** will not make any payment for, any claims arising from or related to the following:

1. **Chemical or Biological Materials**
any chemical, biological, bio-chemical materials, whether weaponized or not, or any electromagnetic weapon;
2. **Communicable Disease**
the transmission or alleged transmission of a **Communicable Disease**, or the fear or threat (whether actual or perceived) of a **Communicable Disease**.
However, **We** do not cover, and **We** will not make any payment for any claims arising from or related to identifying, cleaning-up, detoxifying, removing, monitoring, or testing for, a **Communicable Disease**;
3. **Cyber and Data**
 - a. (i) the use of or inability to use any computer, computer system, computer software program, or process or any other electronic system;
 - (ii) any computer virus or malicious code;
 - (iii) any computer related hoax relating to (i) and/or (ii) above.
 - b. loss or damage to any electronic data (for example files or images) wherever it is stored;
4. **Deliberate Damage**
loss or damage caused deliberately by **You** or any permanent member of the **Residence Premises**;
5. **Pre-Existing Damage**
loss or damage to **Your Residence Premises** where such **Residence Premises** has pre-existing damage, at the Inception Date of this **Policy**, and is considered by **Us** to be exposed to conditions which would not have been exposed had the previous loss not occurred;
6. **Radioactive Contamination**
nuclear reaction, nuclear radiation, or radioactive contamination, however such nuclear reaction, nuclear radiation, or radioactive contamination may have been caused;
7. **War, Warlike Acts, Political Perils, Riot, Strike, Terrorism**
 - a. war, invasion or warlike operations (whether war be declared or not), act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, coup d'état, military or usurped power or martial law;
 - b. confiscation, expropriation, nationalization, seizure, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority, that deprives **You** or a claimant of the use or value of its property;
 - c. deliberate destruction or damage to property by or by order of any public or governmental authority;

- d. illegal occupation, acts involving contraband, illegal transportation, or illegal trade;
- e. riot, strike, protest, lockout, civil commotion, civil disturbance, vandalism or malicious mischief;
- f. any act of **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

SECTION IV General Conditions

The conditions of this **Policy**, set out below, apply to the whole **Policy** and in some cases, explain **Your** responsibilities. If **You** do not meet **Your** responsibilities under these conditions, **We** may be entitled to reject or reduce **Your** claim for payment. In some cases, **Your Policy** may be treated as void.

A. Assignment

You cannot transfer **Your** interest in this **Policy** to anyone else unless **We** agree in writing to the transfer, unless such transferring of interest occurs because of **Your** death or bankruptcy.

B. Cancelling the Policy

You may cancel **Your Policy** at any time by giving **Us** notice in writing. However, **Your Policy** has been issued on the basis that 100% of the Premium is deemed earned by **Us** at the Inception Date of this **Policy**, so **We** are not under any obligation to refund any Premium **You** have paid should **You** wish to cancel **Your Policy**. However, this provision will not apply if the cooling off period is activated, see General Condition D. (Cooling Off Period) below.

We may cancel the **Policy** by giving **You**, via **Your Insurance Broker**, sixty (60) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring that means that **We** can no longer provide **You** with insurance cover; or
- non-cooperation or failure to supply any information or documentation **We** request.

In any case, cancellation will be effective from the day on which the notice of cancellation is effective.

If **We** cancel the **Policy** for non-payment of premium having given **You**, or **Your Insurance Broker**, sixty (60) days' notice in writing of our intent to do so, the **Policy** will be considered void and of no effect. **We** will not pay any claim under the **Policy** unless **You** pay the Premium for the **Policy**.

Automatic Termination

Regardless of the above, in the event the Policy of the Overlying Insurer is cancelled, **We** will treat this **Policy** as being cancelled as at the same date of cancellation of the Policy of the Overlying Insurer.

We are not under any obligation to refund any Premium **You** have paid.

Nothing contained within this General Condition shall be deemed to override the provisions of General Condition G. (False or Fraudulent Claim) of this **Policy**.

C. Choice of Law

If **You** and **We** have a dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy**, or concerning the validity of this **Policy**, both **You** and **We** agree that any such dispute will be subject to the law of the State of the address of **Your Residence Premises** stated in the Schedule.

D. Cooling Off Period

Your Policy has a cooling off period of twenty-one (21) days from the commencement of the **Policy Period**.

We will refund all premium paid for the Cover under **Your Policy** if **You** request cancellation of **Your Policy** within said period of twenty-one (21) days.

To do this, **You** must advise **Us** in writing, via **Your Insurance Broker**, and return **Your Policy** to **Us**.

You will receive a full refund of the premium paid provided nothing has occurred for which a claim is payable under **Your Policy**.

E. Communication of Notices

The first named **Insured** stated in the Schedule shall act on behalf of all **Insureds** under the **Policy** if there is more than one of **You**.

If there is more than one of **You**, any notice to or from the first named **Insured** shall apply to all **Insureds** under the **Policy**.

F. Currency and Payment of Premium

The amount **We** will pay, **Your Retention**, premiums, and other amounts as expressed in this **Policy** are in United States currency.

We are providing **You** with this insurance on the basis that **You** have paid **Us** the Premium by the Due Date stated in the Schedule. If **You** fail to pay the premium due to **Us** by such Due Date, **We** may issue notice of cancellation to **You** in accordance with the provisions of General Condition B. (Cancelling the Policy). **You** will be the payee for any return premium payable by **Us**.

Where **You** owe **Us** any Premium amount at the time of settlement of a loss relating to **Your Residence Premises**, **We** may deduct such amount from the amount **We** pay to **You**.

G. False or Fraudulent Claim

If **We** establish that **You** or anyone acting on **Your** behalf, have made a claim under this **Policy** knowing it to be false or fraudulent in amount or in any other respect, or uses any fraudulent means in support of such claim, **We** can refuse to pay the claim. **We** may also, by notice to **You**, treat the **Policy** as having been cancelled with effect from the time of the fraudulent act. **We** have the right not to return any premium **You** may have already paid for this **Policy**.

H. In case of Your Death

In the event of **Your** death, **We** cover **Your** legal representative or any person having proper temporary custody of **Your Residence Premises** for the remainder of the **Policy Period** unless the **Policy** is cancelled.

I. Invalidity or Unenforceability

If any provision of this **Policy** is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this **Policy** and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

J. Maintenance of Overlying Insurance

In respect of **Your Residence Premises**, this **Policy** is subject to the same terms, definitions and conditions (except as regards the premium, the amount and what **We** will pay, any **Retention** provision, and the renewal agreement, if any, and except as otherwise provided elsewhere in this **Policy**) as are contained in or as may be added to the Policy of the Overlying Insurer prior to the happening of a loss for which **You** make a claim for compensation under this **Policy**.

It is a condition of this **Policy** that the Policy of the Overlying Insurer must be current and valid and provided by a regulated and authorized insurer throughout the **Policy Period**.

K. Making a Claim

Please contact **Your Insurance Broker** or email **Us** at claimsteam@aegislondon.co.uk . **You** will then be advised of the claims process.

In order to make a claim, **You** will need to provide the following documentation:

- a. a copy of **Your** confirmation of cover;
- b. a copy of **Your** settlement agreement from **Your** Overlying Insurer, that must state the amount settled and the amount of the Deductible **You** have paid.

Failure to provide the requested documentation will lead to a delay in **Your** claim under this **Policy** being processed.

L. Policy Modification

This **Policy** can be changed only by **Endorsement** issued by **Us** and made a part of this **Policy**.

Notice to any agent or to **Your Insurance Broker**, or knowledge possessed by any agent or **Your Insurance Broker**, or by any other person shall not be held to effect a waiver or change in any part of this **Policy**.

M. Service of Suit

You and **We** agree that in the event of **Our** failure to pay any amount claimed to be due under this **Policy**, **We**, at **Your** request, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of **Our** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this **Policy**, **We** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person or firm stated in the Schedule are authorized and directed to accept service of process on **Our** behalf in any such suit and/or upon **Your** request to give a written undertaking to **You** that they will enter a general appearance upon **Our** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, **We** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on **Your** behalf or any beneficiary under this **Policy** arising out of this **Policy**, and hereby designate the person or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

N. Third Party Rights

A person who is not a party to this **Policy** shall not have any rights to enforce any term of this **Policy**.

SECTION V Complaints and Other Enquiries

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently, and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** insurance, **You** should contact **Your Insurance Broker**.

If **You** remain unsatisfied or wish to make a complaint, **You** may contact **Us** at:

The Compliance Officer
AEGIS Syndicate 1225 at Lloyd's care of AEGIS Managing Agency Limited
25 Fenchurch Avenue,
London EC3M 5AD
United Kingdom.

Email: complaints@aegislondon.co.uk

Telephone: + 44(0)20 7856 7856

Website: www.aegislink.com/portal/london/index.do

Please quote the policy number and/or claim number as appropriate in any correspondence.

In the alternative, or if **You** are dissatisfied with the resolution of **Your** enquiry or **Your** complaint, **You** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue, East Tower, 25th Floor,
New York,
New York 10017
U.S.A.
Email: complaints@lloyds.com
Telephone: 1-844-849-7828

Making a complaint does not affect **Your** right to take legal action.

The provisions of this Complaints and Other Enquiries section may be changed by an **Endorsement** issued by **Us** and made a part of this **Policy**, or by an attachment of a separate Notice to this **Policy**.