

# Terrorism Extension

## Extension Definitions

### Consequential Loss

means an Incident resulting from interruption of or interference with Your Business carried on at the Premises in consequence of an Incident

### Private Individual

means any person who:

- 1 is not a trustee or body of trustees where insurance is arranged under the terms of a trust
- 2 does not own Private Residence Property for the purposes of a Business as a sole trader
- 3 owns Private Residence Property where less than twenty percent of the Private Residence Property is occupied for commercial purposes

and is deemed to include

- 4 a Private Residence Property occupied by a trustee or sole trader as their private residence and the Private Residence Property is not a block of flats
- 5 any two or more persons who arrange insurance for the Private Residence Property in their several names and or where the Insured name includes the name of a financial institution for the purposes of noting their financial interest in the Private Residence Property

### Property

means all Property whatsoever except

1. any land or Building which is occupied as a private residence or any part thereof which is so occupied unless
  - 1.1) insured under the same insurance contract as the remainder of the Building which is not a private residence
  - 1.2) not insured in the name of an individual
2. 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

### Private Residence Property

means private dwelling houses flats or other dwellings including household contents and personal effects

### 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 the

- 1) production or use of atomic energy
- 2) 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
- 3) 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

means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted 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

## Extension Cover

Damage or Consequential Loss in England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 occasioned by or occurring through or in consequence of Terrorism

## Limit of Liability

Our liability for Damage under this Extension will not exceed the Sum Insured for each item of insured Property as stated in the Schedule of this Extension or limit or maximum liability stated in any Extension in respect of any one Period of insurance

Our liability for Consequential Loss under the Business Interruption Extension shall not exceed in the whole the Total Sum Insured or in respect of any item the Sum Insured or any other Limit of Liability stated as the Basis of Claims Settlement at the time of the Consequential Loss for that item

## Extension Conditions

- 1) In any action suit or other proceedings where We allege that any Damage or Consequential Loss is not covered the burden of proving that such loss is covered shall be upon You
- 2) Any terms in this Policy or Extension which provide for adjustments of premium based upon declarations on expiry or during the Period of insurance do not apply to this Extension
- 3) If this Policy or Extension is subject to any Long Term Agreement/Undertaking it does not apply to this Extension

All the terms Conditions and Exclusions and Extensions of this Policy apply except in so far as they are hereby expressly varied

## Extension Exclusions

We shall not indemnify You for

1. any loss whatsoever or any Consequential Loss directly or indirectly occasioned by or occurring through or in consequence of riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by government or public authority
2. any loss whatsoever or any expenditure resulting or arising there from 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 retrieves 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 Hacking or Denial of Service Attack
3. any loss whatsoever or any expenditure resulting or arising there from or any Consequential Loss directly or indirectly relating Private Residence Property when insured in the name of an individual caused by or contributed to by or arising from
  - 3.1) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - 3.2) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
  - 3.3) chemical and/or biological and/or radiological irritants contaminants or pollutants
4. any Damage or 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 Terrorism
5. any insured Property which is specifically excluded elsewhere in the Policy or Extension
6. any Property which is insured by or would but for the existence of this Policy or Extension be insured by any form of
  - 6.1) motor insurance
  - 6.2) reinsurance policy or agreement
  - 6.3) aviation marine or transit policy
  - 6.3) the Excess as stated in the Schedule to this Extension

## Identity of Insurers:

Argo Direct Limited on behalf of ArgoGlobal SE. Argo Direct Limited is registered in England and Wales: No. 4019569. Registered address: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998.