



**NORWICH
UNION**

property owners portfolio

Insurance Policy



helpline

Helpline is Norwich Union's 24-hour customer advice line. It is a service designed to provide practical help and advice in the case of an emergency or non-emergency. The number is available 24 hours a day, 365 days a year. Just call the number below, identify yourself as a Policyholder and explain your problem.

1. 24 Hour Emergency and Claims Assistance

Our staff are always there to help you, whether you need a claim form, advice on claims procedures or assistance to resolve a problem.

Call us free as often as you need to.

HELPLINE 0800 389 3861

2. Non-Emergencies

The 24-hour Helpline is still available or you may prefer to contact your Insurance Adviser or local Norwich Union Office.

3. 24-Hour Legal Advice

A team of qualified legal staff is available round-the-clock to advise you on any matter. You will be advised of your legal rights and what courses of action are open to you.

All advice is confidential and there are no consultation fees.

All you pay for is the phone call.

LEGAL ADVICE (01738) 630005

Your call may be recorded for quality control purposes.

property owners portfolio insurance policy

Here is your new Policy

The Schedule sets out the Policy Covers which are provided.

May we please ask you to examine the Policy, Schedule, Property Schedules, Appendices and any Endorsement or Extension pages to make sure they give you protection according to your present needs.

Almost certainly these needs will change. If they do, please let us know – your Policy is designed for easy amendment or extension.

If your Policy is intended to take over from a Policy with another insurer, please make sure you do not renew that Policy.

Our Promise of Service

We aim to provide all our customers with a first class standard of service. Should you be unhappy with this service or have any cause for dissatisfaction you should first contact your Insurance Adviser or the **Norwich Union** Office which issued your Policy. Please be ready to quote your Policy Number where this is available.

Should the matter not be resolved to your satisfaction please write to:

Customer Relations
Norwich Union
Pitheavlis, Perth
Scotland PH2 0NH

If you are still dissatisfied you can approach the Association of British Insurers Consumer Information Department,
51 Gresham Street, London EC2V 7HQ
– Tel: 020 7600 3333.

If you have a complaint concerning an Insurance Broker registered in accordance with the Insurance Brokers (Registration) Act, you can approach the Insurance Brokers Registration Council (IBRC),
Higham Business Centre, Midland Road,
Higham Ferrers, Northamptonshire NN10 8DW
– Tel: 01933 359083 Fax 01933 359077.

We/Us/Our/Norwich Union/The Company means CGU International Insurance plc.

Law Applicable to the Contract

The parties to a contract of insurance covering a risk situated in the United Kingdom are allowed to choose the law applicable to the contract. In the absence of any written agreement to the contrary, the law applicable to this contract will be that of the country where the policyholder is usually resident where this is within the United Kingdom, the Channel Islands or the Isle of Man. Otherwise English Law will apply.

Norwich Union Property Owners Portfolio Insurance Policy

Norwich Union agrees to provide Insurance to the Insured in the manner described in this Policy against events set out in the Covers specified in the Schedule occurring during any Period of Insurance for which the Insured pays and **Norwich Union** accepts the premium required.

Authorised signatory



Patrick Snowball
Managing Director, UK General Insurance

general conditions

1 Identification

This Policy Schedule Covers Specification Property Schedules Appendices Special Clauses Memoranda Endorsements and Extensions will be read together as one contract and unless specifically stated to the contrary where any word or expression has been given a specific meaning that word or expression will take the same meaning throughout this Policy

2 Observance of Conditions

Observance and compliance with the terms and conditions of this Policy by the Insured and the truth of the statements in any proposal (which is the basis of this contract) made by the Insured is a condition precedent to any liability of **Norwich Union** to make any payment under this Policy

3 Policy Voidable

This Policy will be voidable at the option of **Norwich Union** in the event of misrepresentation misdescription or non disclosure of any facts which would have influenced **Norwich Union's** decision in either accepting or setting the terms of this Insurance

4 Change of Risk or Interest

The Policy will be avoided in respect of that Property Insured or Liability Insured where

- a the risk of loss or damage is increased by any change made in the Premises the Property Insured or in the Business carried on
- b the Insured's interest ceases (unless the cessation is brought about by will or operation of law)
- c anything occurs which materially affects the risk unless agreed by **Norwich Union** in writing

5 Premium Adjustment

If any part of the premium for any Cover has been calculated on the basis of any estimates provided by the Insured the Insured must

- a keep an accurate record containing all relevant particulars
- b at any reasonable time allow **Norwich Union** to inspect relevant records
- c as soon as possible after the expiry of each Period of Insurance or within the time specified in the Cover provide such information as **Norwich Union** may reasonably require for that Period

in order that the premium can be calculated and the difference paid by or allowed to the Insured as the case may be

6 Reasonable Precautions

The Insured must take all reasonable precautions to avoid loss destruction or damage

7 Cancellation

This Policy may be cancelled by **Norwich Union** on giving 7 days notice by registered post or recorded delivery to the Insured at their last known address and refunding a proportionate part of the premium paid corresponding to the unexpired Period of Insurance

However this will not apply to Employer's Liability Cover

claims conditions

1 Action by Insured

In the event of loss destruction or damage or any occurrence which might give rise to a claim the Insured will

Notice of Claims

- a immediately notify and send written confirmation to **Norwich Union**
- b give immediate notice to the police in respect of
 - i loss or damage by theft or attempted theft
 - ii loss or damage by malicious persons
- c give immediate notice to **Norwich Union** of any impending prosecution inquest fatal accident enquiry or civil proceedings and send to **Norwich Union** immediately every relevant document

Admission of Liability

- d make no admission of liability or offer promise of payment without **Norwich Union's** written consent

Minimising Loss

- e carry out and permit any action to be taken which may be reasonably practical to minimise or check any interruption of or interference with the Business or to avoid or diminish any loss or damage and at the request and expense of **Norwich Union** do and co-operate in any measures that may be reasonably required

Evidence of Loss

- f deliver to **Norwich Union** at their own expense
 - i full information and particulars of the claim
 - ii all proofs books of account or other business books documents or information relating to the claim as may be reasonably required to verify the claim
 - iii details of any other Insurances covering the same **Property Insured** and event within
 - 7 days of the event in the case of loss destruction or damage caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons
 - 30 days of the expiry of the Indemnity Period in the case of Business Interruption
 - 30 days of the event in the case of any other claim or such further time as **Norwich Union** may allow
 - iv if demanded a statutory declaration of the truth of the claim and of any matters connected with it

No claim under this Policy will be payable unless the terms of this Condition have been complied with

2 Norwich Union's Rights

a Fraud

- All benefit under the Policy will be forfeited if
- i any claim is in any respect fraudulent
 - ii fraudulent means are used by the Insured or anyone acting on their behalf to obtain any benefit under this Policy
 - iii any loss or damage is caused by the wilful act or with the connivance of the Insured

b Control of Claims

Norwich Union will be entitled

- i on the occurrence of loss or damage to the **Property Insured** without incurring any liability or diminishing any of **Norwich Union's** rights under this Policy to enter take or keep possession of the premises where such loss or damage occurred and take possession of or require to be delivered to **Norwich Union** and deal with such Property for all reasonable purposes and in any reasonable manner
- No claim under this Policy will be payable unless the terms of this Condition have been complied with

- ii before or after making any payment at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover damages or secure indemnity from any third party in respect of any event insured by this Policy and the Insured will give all information and assistance required

but the Insured will not be entitled to abandon any property to **Norwich Union**

3 Contribution and Average (Other than Liability Cover)

- a If at the time of any loss destruction or damage there is any other Insurance effected by or on behalf of the Insured covering any of the **Property Insured** lost destroyed or damaged the liability of **Norwich Union** will be limited to its rateable proportion

If any such other Insurance is subject to any condition of average this Policy if not already subject to any such condition of average will be subject to average in like manner

If any such other Insurance is subject to any provision excluding it from ranking concurrently with this Policy whether in whole or in part or from contributing rateably the liability of **Norwich Union** under this Policy will be limited to that proportion of the loss which the Sum Insured under this Policy bears to the value of the **Property Insured**

- b **Non-Contribution (Liability Cover)**

If at the time of any occurrence or claim there is or but for the existence of this Cover would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim **Norwich Union** will not be liable under this Cover to indemnify the Insured in respect of such occurrence or claim except as far as concerns any excess beyond the amount which would be payable under such other Indemnity or Insurance had this Cover not been effected

4 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against **Norwich Union**

5 Subrogation Waiver (Other than Liability Cover)

In the event of a claim arising from this Policy **Norwich Union** agrees to waive any rights remedies or relief to which they might become entitled by subrogation against

- a any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in the Companies Act or Companies (NI) Order as appropriate current at the time of damage
- b any Company which is a Subsidiary of a Parent Company of which the Insured are themselves a Subsidiary in each case within the meaning of the Companies Act or Companies (NI) Order as appropriate current at the time of damage
- c any tenant of the Insured provided that
 - i the tenant or lessee contributes to the cost of insuring the **Property Insured** against the event which caused the loss destruction or damage
 - ii the loss destruction or damage did not result from a breach of the terms of the lease by the tenant or lessee
 - iii the loss destruction or damage did not result from a criminal fraudulent or malicious act of the tenant or lessee

general exclusions

This policy does NOT provide Insurance in respect of

1 Radioactive Contamination

- a loss or destruction of or damage to any property or any loss or expense resulting or any consequential loss
- b any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This policy does NOT provide insurance in respect of

2 War and Kindred Risks

- any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- a war invasion act of foreign enemy hostilities or a warlike operation or 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
 - b any action taken in controlling preventing suppressing or in any way relating to (a) above

Provided (a) and (b) shall not apply to
Employer's Liability

3 Nationalisation

loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority

4 Sonic bangs

loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

5 Terrorism

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- a Terrorism
- b any action taken in controlling preventing suppressing or in any way relating to (a) above

except as stated in the **Special Provision – Terrorism** below

Terrorism is defined as any act or acts including but not limited to

- i the use or threat of force and/or violence and/or
- ii harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

In any action suit or other proceedings where **Norwich Union** alleges that by reason of this definition any

consequence whatsoever resulting directly or indirectly from or in connection with 5(a) and 5(b) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with 5(a) and 5(b) above regardless of any other contributory cause or event is covered (or is covered beyond that limit of liability) shall be upon the Insured

- c civil commotion in Northern Ireland but this shall not apply to

Employer's Liability
Public and/or Products Liability
when insured by this policy

Special Provisions – Terrorism

Subject otherwise to the terms conditions exceptions and exclusions of the Policy

- a When any of the following Covers (including any extensions issued at any time in connection with these Covers) are insured by this Policy
material damage
business interruption

neither of the exclusions in 5(a) and 5(b) above shall apply to these Covers in respect of loss destruction or damage in England Wales Scotland the Channel Isles and the Isle of Man by any of the Contingencies or Damage insured by these Covers

provided that for the purposes of this Special Provision (a) – Terrorism

- 1 the exclusions in 5(a) and 5(b) above shall apply in respect of harm or damage to life or property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means and
- 2 the total liability of Norwich Union in respect of all losses resulting from any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the lesser of
 - i the total(s) of any Amount of Indemnity Limit of Liability or Sum Insured stated in this Policy as applying to the material damage or business interruption covers
 - or
 - ii in respect of buildings of blocks of flats and private dwelling houses not insured in the name of a private individual (other than a trustee or sole trader) £2,500,000
 - iii in respect of rent and alternative accommodation of blocks of flats and private dwelling houses not insured in the name of a private individual (other than a trustee or sole trader) £2,500,000
 - iv in respect of lessor's contents of common parts within blocks of flats (excluding contents within flat units) £2,500,000
 - v in respect of buildings other than described in (ii) above £100,000
 - vi in respect of contents other than described in (iv) above £100,000
 - vii in respect of Business Interruption other than described in (iii) above £100,000
 - viii in respect of Outstanding Debit Balances £100,000

For the purposes of Special Provision (a) blocks of flats and private dwelling houses shall mean land and buildings comprising self-contained dwelling unit(s) but excluding dwelling unit(s) used in connection with a commercial or industrial property

For the purposes of Special Provision (a) where a block of flats is partly used for retail or other commercial purposes provided at least 80% is occupied residentially the upper limits in (ii) (iii) and (iv) above shall apply to the residential portion and the upper limits in (v) and (vi) above shall apply to the remainder If less than 80% is occupied residentially the upper limits in (v) and (vi) above apply overall

Any provision in this policy which provides for the automatic reinstatement of a Sum Insured or a limit of liability following loss shall not apply to losses in which Special Provision (a) applies.

- b When liability cover is insured by this policy neither of the exclusions in 5(a) and 5(b) above shall apply to
- i Employers Liability (other than Excess of Loss Employers Liability) but the Limit/Amount of Indemnity for the purposes of Special Provision (b) – Terrorism is limited to £5,000,000 including costs and expenses
 - ii Public and/or Products Liability (other than Excess of Loss Public and/or Products Liability) but the Limit/Amount of Indemnity for the purposes of Special Provision (b) - Terrorism is limited to £2,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower

6 Pollution

any general liability under the Liability Cover to this Policy for pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

- a all pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident took place
- b the liability of **Norwich Union** for all damages other than liquidated damages payable in respect of all pollution or contamination which is deemed to have happened during the Period of Insurance will not exceed the Sum stated in The Appendix to the Liability Cover as the Amount of Indemnity for any one Event

For the purpose of this Exclusion – pollution or contamination means

- i all pollution or contamination of Buildings or other structures or of water or land or the atmosphere and
- ii all loss or damage or injury directly or indirectly caused by such pollution or contamination

7 Date Recognition

Any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- a electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or systems or any similar device
- b media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date

including without limitation the failure or inability to recognise capture save or retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of

- i recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct date day of the week or period of time
- ii the operation of any command or logic which has been programmed or incorporated into anything referred to in a and b above

Provided always that this General Exception shall not apply

- 1 to any claim for subsequent loss or destruction of or damage to any property or consequential loss otherwise indemnifiable by this Policy subject to all its terms and provisions which results from fire lightning explosion aircraft and other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank or apparatus or pipe impact by any road vehicle or animal theft or subsidence arising under the following Covers if provided by this

Policy

- a Material Damage Cover
 - b Business Interruption Cover
 - c Machinery Damage Cover
- 2 to any claim made arising under insurance in respect of Employers Liability if provided by this Policy

Inspections

The scope of the inspection service and/or any written scheme or examination provided by **Norwich Union's** Service Provider shall not extend to the inspection of any item of plant described in the Schedule of Plant to ensure that it or any part of it meets the definition of Year 2000 compliance (as set out in BSI document DISC PD 2000-1 "Year 2000 Conformity Requirements") or that it will not be affected in any way by reason of any date recognition problem

material damage cover buildings

“All Risks”

This Cover is applicable to the Premises and the **Property Insured** specified in the Appendix and Property Schedules. In the event of DAMAGE other than by a **Cover Exclusion** **Norwich Union** will either:-

- a pay to the Insured the value of the **Property Insured** at the time of the DAMAGE or the amount of such damage or
- b reinstate the **Property Insured** as circumstances permit and in a reasonable manner

Alternatively the Insured may elect to reinstate the **Property Insured** in accordance with the Material Damage Cover Basis of Settlement Memorandum

Definitions

A **DAMAGE** means physical loss or destruction of or damage to the **Property Insured**

B **The Property Insured**

Buildings including landlord’s fixtures and fittings walls gates fences yards car-parks roads pavements outbuildings underground pipes cables and wires the property of the Insured or for which they are responsible

but this Cover does not include DAMAGE in respect of

- 1 property or structures in the course of construction or erection unless specifically mentioned as insured by this Cover
- 2 land
- 3 any property more specifically insured

Cover Exclusions

This Cover does not include

- 1 DAMAGE caused by pollution or contamination unless resulting from a sudden and unforeseen cause which is not otherwise excluded
- 2 DAMAGE caused by or consisting of
 - a inherent vice
 - b latent defect
 - c gradual deterioration
 - d wear and tear
 - e cracking other than to fixed glass
 - f frost
 - g change in water table level
 - h corrosion
 - i rust
 - j wet or dry rot
 - k shrinkage
 - l dampness
 - m dryness
 - n marring or scratching
 - o vermin or insects
 - p change in temperature colour texture or finish

but this will not exclude DAMAGE which itself results from a cause not otherwise excluded

3 DAMAGE consisting of

- a joint leakage
 - b failure of welds
 - c cracking
 - d fracturing
 - e collapse
 - f overheating
 - g mechanical breakdown
 - h electrical breakdown
 - i derangement
- of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this will not exclude DAMAGE which itself results from a cause not otherwise excluded

- 4 DAMAGE caused by subsidence or ground heave
 - a to walls gates fences yards car-parks roads pavements unless also affecting a Building insured hereby
 - b resulting from or consisting of
 - i the normal settlement or bedding down of new structures
 - ii the settlement or movement of made-up ground
 - iii defective design or workmanship or the use of defective materials
 - c which originated prior to the inception of this Cover
 - d resulting from
 - i demolition construction or erection structural alteration or repair of any property or
 - ii groundworks or excavation at the same premises
- 5 DAMAGE caused by landslip resulting from coastal or river erosion
- 6 DAMAGE in respect of fences and gates caused by storm or flood
- 7 DAMAGE to a building or structure caused by its own collapse or cracking but this will not exclude DAMAGE which itself results from a cause not otherwise excluded

Cover Conditions

Limits of Liability

The liability of **Norwich Union** under this Cover will not exceed

- a in the whole the Total Sum Insured as stated in the Appendix
- b in respect of any item its Sum Insured as stated in the Property Schedule

at the time of the DAMAGE

Deductibles

The amount payable under this Cover following DAMAGE will be reduced by the amounts of the Deductibles stated in the Property Schedule in respect of each and every loss at each separate Premises as ascertained after the application of all other terms and conditions of the Cover including any Condition of Average

Automatic Reinstatement of Sum Insured

The Total Sum Insured will not be reduced by the amount of any loss provided that the Insured pays the pro rata premium calculated from the date of loss to the date of the expiry of the Period of Insurance

Condition of Average (Underinsurance)

Each Sum Insured (other than those applying solely to Private Dwellings) is separately subject to Average that is to say if such Sum Insured at the commencement of any DAMAGE is less than the value of the property covered within such Sum Insured the amount payable by **Norwich Union** in respect of such DAMAGE will be proportionately reduced

Other Interests

Subject to the Insured’s consent the interest of all parties who wish to register an interest in the Insurance by this Cover will be noted provided that all such interests are notified to **Norwich Union** within 30 days of DAMAGE

Contracting Purchaser’s Interest

Between the Insured contracting to sell their interest in any Building insured by this Cover and the completion of the purchase by a third party if DAMAGE occurs which is not otherwise insured by the third party

on completion the third party will be entitled to benefit under this Cover without prejudice to the rights and liabilities of the Insured or **Norwich Union**

Workers

Workers are allowed in on or around the Buildings for the purpose of completing maintenance repairs minor additions alterations or decorations

Statutory Inspection of Plant

Any vessel machinery or apparatus belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations must be so inspected in accordance with such Regulations Failure to comply with this Condition will invalidate cover in respect of an explosion originating within and causing damage to the item of plant

Non-Invalidation

This Cover will not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof give notice to **Norwich Union** and pay an additional premium if required

Adjoining Sites

In respect of DAMAGE caused by subsidence ground heave or landslip

The Insured will notify **Norwich Union** immediately of any demolition construction erection groundworks or excavation being carried out on any adjoining site

Norwich Union will then have the right to vary the terms of or cancel this Cover

Unoccupancy

The Insured will give notice in writing to **Norwich Union** when any Building or portion thereof becomes unoccupied and when any unoccupied Building or portion thereof is reoccupied and an additional premium paid if required

In respect of any Building unoccupied in its entirety the Insured or their authorised representative will

- a inspect the Buildings internally and externally as frequently as practicable but at least every seven days
- b take all reasonable security measures for the safety of the **Property Insured** including the security of all doors windows and other means of entry and the sealing of all letter boxes and similar openings to prevent ignitable materials accelerants or similar materials being introduced into the premises
- c remove all unfixated materials of combustible nature either within or outside the Buildings from the site
- d turn off all sources of power fuel or water except those required to operate an approved sprinkler or alarm system where there is a sprinkler system adequate heating must be maintained
where possible chain and padlock isolation valves and drain water systems
- e maintain the Property in a good state of repair

Cover Clauses

1 The Cover under each Property Schedule includes an amount in respect of

- a **Architects' Surveyors' Managing Agents' Legal and Consulting Engineers' Fees**
Architects' Surveyors' Managing Agents' Legal and Consulting Engineers' Fees hereby necessarily and reasonably incurred in the reinstatement or repair of the **Property Insured** consequent upon DAMAGE but not for preparing any claim
- b **Removal of Debris**
Costs and expenses following DAMAGE necessarily incurred by the Insured with the consent of **Norwich Union** in:
 - i removing debris from
 - ii dismantling and/or demolishing of
 - iii shoring up or propping up of the **Property Insured**

The liability of **Norwich Union** under this Clause and the Cover in respect of any Property Schedule will be limited to the Sum Insured shown on that Property Schedule

Norwich Union will not pay for any costs or expenses

- A incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- B arising from pollution or contamination of property not insured by this Cover

c **Public Authorities and European Community (Including Undamaged Portions)**

Following DAMAGE insured by this Cover this Insurance includes the additional cost of reinstatement of the destroyed or damaged **Property Insured** as may be incurred solely by reason of the necessity to comply with the Stipulations of

- i European Community Legislation or
- ii Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-Laws of any Public Authority

(hereinafter referred to as 'the Stipulations') in respect of

- a the lost destroyed or damaged property thereby insured
- b undamaged portions thereof

excluding

- 1 the cost incurred in complying with the Stipulations:-
 - i in respect of DAMAGE occurring prior to the granting of this Cover
 - ii in respect of loss destruction or damage not insured by this Cover
 - iii where notice has been served upon the Insured prior to the commencement of DAMAGE
 - iv for which there is an existing requirement which has to be implemented within a given period
 - v in respect of undamaged property other than undamaged portions of the **Property Insured** damaged as a result of a sudden and unforeseen cause which is not otherwise excluded
- 2 the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- 3 the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any such Stipulations

Special Conditions

- A The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within the twelve months after the DAMAGE or within such further time as **Norwich Union** may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of **Norwich Union** under this clause not being increased
- B If the liability of **Norwich Union** under any item of this Cover apart from this Clause is reduced by the application of any of the terms and conditions of the Policy then the liability of **Norwich Union** under this Clause in respect of any such item will be reduced in like proportion
- C The total amount recoverable under any item of the Cover in respect of this Clause will not exceed
 - i in respect of undamaged portions of the **Property Insured** (other than foundations) 15% of the total amount for which **Norwich Union** would have been liable had the **Property Insured** at the

premises where the DAMAGE has occurred been wholly destroyed

- ii its Sum Insured

d Value Added Tax

the Insurance by each item on Buildings in the Property Schedules extends to include Value Added Tax paid by the Insured (including "self-supply" Value Added Tax where appropriate) which is not subsequently recoverable provided that

- i A the Insured's liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following DAMAGE
 - B **Norwich Union** has paid or has agreed to pay for such DAMAGE
 - C if any payment by **Norwich Union** in respect of the reinstatement or repair of such DAMAGE is less than the actual cost of the reinstatement or repair any payment under this Clause resulting from that DAMAGE will be reduced in like proportion
- ii the Insured's liability for such tax does not arise from the replacement Building having greater floor area than or being better or more extensive than the destroyed or damaged Building
- iii where an option to reinstate on another site is exercised **Norwich Union's** liability under this Clause will not exceed the amount of tax that would have been payable had the Building been rebuilt on its original site
- iv **Norwich Union's** liability under this Clause will not include amounts payable by the Insured as penalties or interest for non-payment or late payment of tax

The following amendments are made to the terms and conditions of this Policy in respect of this Clause only

- A for the purposes of any Condition of Average rebuilding costs will be exclusive of Value Added Tax
- B the liability of **Norwich Union** may exceed the Sum Insured by an item or in the whole the Total Sum Insured where such excess is solely in respect of Value Added Tax

2 Capital Additions

Cover in respect of Buildings is extended to include (in so far as they are not otherwise insured) anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man

- a £2,000,000 at any one situation in respect of any newly acquired or newly erected Building
- b alterations or improvements to a Building (but not appreciation in value) for an amount up to 10% of the Sum Insured or £500,000 whichever is the lower at any one situation

The Insured undertake to advise such additional Insurance within 90 days and to pay the appropriate additional premium from the date of inception thereof

Following advice of such additional Insurance the provisions of this Clause are fully reinstated

3 Risk Protection Equipment Replacement Costs

Cover is extended to include reasonable costs necessarily incurred by the Insured for re-filling fire extinguishing appliances replacing used sprinkler heads and having fire burglar alarms and closed circuit television equipment re-set solely as a consequence of DAMAGE

4 Damage to Grounds

Cover is extended to include reasonable costs incurred to restore or repair landscaped gardens the property of the Insured or for which they are responsible following DAMAGE at the Premises up to a maximum of £25,000 any one loss

5 Clearance of Drains

Cover is extended to include reasonable costs incurred to clear drains sewers and gutters the property of the Insured or for which they are responsible as a consequence of DAMAGE up to a maximum of £10,000 any one loss

6 Loss of Metered Utility Supplies

Cover is extended to include the cost of metered water gas oil electricity supplies following DAMAGE to the **Property Insured** up to a maximum of £25,000 any one loss

7 Trace and Access

Cover is extended to include reasonable costs incurred in locating the source of damage caused by escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation

8 Replacement of Locks and Keys

Cover is extended to include reasonable costs necessarily incurred by the Insured as a result of the replacement of locks and keys for which the Insured is responsible at the Premises following the theft of keys from the Insured's business Premises or from the home of the Insured or of any person authorised by the Insured to hold such keys up to a maximum of £1,000 any one theft

9 Contractors' Interest

Where the Insured is required to effect insurance on the Buildings in the joint names of themselves and the contractor under the terms of a Joint Contracts Tribunal condition or similar then the interest of the contractor in the Buildings as a Joint Insured is hereby noted subject to details of any single contract valued in excess of £250,000 being advised to **Norwich Union** and an additional premium being paid as required

10 Designation

For the purpose of determining where necessary the heading under which any property is insured **Norwich Union** agree to accept the designation under which such property has been entered in the Insured's books

11 Temporary Removal

Cover is extended to include the **Property Insured** whilst such property is temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit for such purposes all in Great Britain Northern Ireland the Channel Islands and the Isle of Man

The liability of **Norwich Union** under this Clause will not exceed 10% of the Sum Insured by each item of the Cover

This Clause does not apply to property in so far as it is otherwise insured

material damage cover

basis of settlement memorandum

reinstatement (85% average)

In event of DAMAGE at the Insured's option the basis on which the amount payable in respect of the **Property Insured** is to be calculated will be the **Reinstatement** of the property lost destroyed or damaged

For the purpose of this Memorandum the following definition applies:-

A **Reinstatement** means

- 1 the rebuilding or replacement of property lost or destroyed which provided the liability of **Norwich Union** is not increased may be carried out
 - a in any manner suitable to the requirements of the Insured
 - b upon another site
- 2 the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Special Conditions

- 1 If at the time of **Reinstatement** the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property Insured** by this Cover exceeds its Sum Insured at the commencement of any DAMAGE the amount payable by **Norwich Union** will be reduced in the proportion that the Sum Insured bears to the sum representing the total cost of reinstating the whole of such property at that time
- 2 The liability of **Norwich Union** for the repair or restoration of property damaged in part only will not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this Memorandum will be made
 - a unless **Reinstatement** commences and proceeds without unreasonable delay
 - b until the cost of **Reinstatement** has actually been incurred
 - c if the **Property Insured** at the time of its loss destruction or damage is insured by any other Insurance effected by or on behalf of the Insured which is not on the same basis of **Reinstatement**

business interruption cover

loss of rent receivable following material damage “all risks”

This Cover is applicable to the Insured’s Business and Premises specified in the Schedule Appendix and Property Schedules In the event of the Business carried out by the Insured at the Premises being interrupted or interfered with as a consequence of DAMAGE to property used by the Insured at the Premises for the purpose of the Business other than by an excluded cause then **Norwich Union** will pay to the Insured as Indemnity

1 Loss of Rent Receivable

2 Increase in Cost of Working

The amount payable as Indemnity will be

1 In respect of Loss of Rent Receivable

the amount by which the Rent Receivable during the Indemnity Period in consequence of DAMAGE falls short of the Standard Rent Receivable

2 In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sums saved during the Indemnity Period in respect of any expenses of the Business normally payable out of Rent Receivable which cease or reduce in consequence of the DAMAGE provided that

Material Damage Proviso

at the commencement of the DAMAGE there is in force an insurance covering the interest of the Insured in the property at the Premises against such DAMAGE and that payment shall have been made or liability admitted therefor under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount

Limit of Liability

The liability of **Norwich Union** under this Cover will not exceed

- i in respect of Rent Receivable 200% of the **Current Rent Receivable**
- ii in respect of any Supplementary Item its Sum Insured
- iii in the whole the sum of 200% of the **Current Rent Receivable** and the Total Sum Insured of any Supplementary Items

as stated in the Appendix at the time of the DAMAGE

Definitions

A DAMAGE means physical loss or destruction of or damage

B **Cover Exclusions** as per Material Damage Cover

Indemnity Period

The period beginning with the Occurrence of the DAMAGE and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected in consequence of the DAMAGE

Maximum Indemnity Period

As stated in the Appendix

Rent Receivable

The money paid or payable to the Insured for accommodation and services provided in the course of the Business at the Premises

Current Rent Receivable

The amount declared by the Insured to **Norwich Union** as representing not less than the Rent actually payable at the inception of the ensuing Period of Insurance (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months)

Standard Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

to which such adjustments are made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE

Notes

- 1 To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Cover will be exclusive of such tax
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting will be disregarded

Clauses

1 Annual Declarations

The Insured will declare to **Norwich Union** details of the **Current Rent Receivable** for each Property Schedule prior to each renewal If these are not received declarations for the previous year will be used

2 Alternative Trading

If during the Indemnity Period accommodation or services are rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on their behalf the money paid or payable in respect of such accommodation or services will be brought into account in arriving at the Rent Receivable during the Indemnity Period

3 Professional Accountants

Any particulars or details contained in the Insured’s books of account or other business books or documents which may be required by **Norwich Union** under Claims Condition 1 of this Policy for the purpose of investigating or verifying any claim under this Cover may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report will be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details provided that the sum of the amount payable under this Clause and the amount otherwise payable under this Cover in no case exceeds the Limit of Liability

4 Deductibles

The amount payable under this Cover following DAMAGE will be reduced by the amounts of Deductibles stated in the Property Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Cover

5 Automatic Reinstatement

The liability of **Norwich Union** will not be reduced by the amount of any loss provided that the Insured pays the pro rata premium calculated from the date of loss to the date of the expiry of the Period of Insurance

6 Contracting Purchaser’s Interest

Between the Insured contracting to sell their interest in any Premises insured by this Cover and the completion of the purchase by a third party if DAMAGE occurs which is not otherwise insured by the third party on completion the third party will be entitled to benefit under this Cover without prejudice to the rights and liabilities of the Insured or **Norwich Union**

7 Managing Agents' Premises

Any loss as insured by this Cover resulting from interruption of or interference with the Business in consequence of loss destruction or damage to property of the Insured's Managing Agents at their premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man will be deemed to be DAMAGE at the Premises

8 Capital Additions

Cover in respect of **Loss of Rent Receivable** is extended to include (in so far as they are not otherwise insured) anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man

£500,000 at any one situation in respect of Rent Receivable from any newly acquired or newly erected Building or any alteration or improvement to a Building (but not appreciation in value)

The Insured undertake to advise such additional Insurance within 90 days and to pay the appropriate additional premium from the date of inception thereof

Following advice of such additional Insurance the provisions of this Clause are fully reinstated

9 Prevention of Access

DAMAGE as insured by this Cover is extended to include

- a property in the vicinity of the Premises destruction of or damage to which prevents or hinders the use of the Premises or access thereto whether the Premises or property of the Insured therein are damaged or not but excluding destruction of or damage to property of any utility from which the Insured obtains supplies or services
- b actions or advice of a Government or Public Authority due to an emergency arising which is likely to endanger life or property in the vicinity of the Premises which prevents or hinders the use of the Premises or access thereto whether the Premises or property of the Insured therein are damaged or not

10 Utilities

DAMAGE as insured by this Cover is extended to include

- a property at any
 - i generating station or sub-station of any electricity supplier
 - ii land based premises of any gas supplier or producer
 - iii water works or pumping station of any water supplier
 - iv land based premises of any telecommunications provider
- b pipes and cables

from which the Insured obtains electricity gas water or telecommunications services all in Great Britain Northern Ireland the Channel Islands and the Isle of Man

liability cover

Damages Legal Costs Solicitors' Fees

This Cover will indemnify the Insured against

- 1 all sums which the Insured becomes legally liable to pay for damages (other than liquidated damages) and claimants' costs and expenses in respect of
 - a Employer's Liability as defined in the Specification and in connection with the Business
 - b Public Liability as defined in the Specification and in connection with the Business
- 2 all costs and expenses of litigation incurred with the written consent of **Norwich Union** in respect of a claim against the Insured to which the indemnity expressed in this Cover applies
- 3 the payment of the solicitor's fee incurred with the written consent of **Norwich Union** for representation of the Insured at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any Occurrence which may be the subject of indemnity under this Cover or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such Occurrence
- 4 legal costs and other expenses incurred with the written consent of **Norwich Union** and costs of the prosecution awarded against the Insured arising out of any prosecution of the Insured including an appeal against conviction for a breach or alleged breach during the Period of Insurance of Part II of the Consumer Protection Act 1987 the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 but **Norwich Union** will not be liable for any fines or penalties imposed If Employer's Liability is not insured by this Cover **Norwich Union** will not indemnify the Insured against such costs and expenses in respect of prosecutions involving the health safety or welfare of any person working for the Insured and arising out of and in the course of their employment by the Insured

Territorial Limits

This cover will apply to Occurrences anywhere in the world but not

- a in connection with any business conducted by the Insured from premises outside the Defined Territories
- b liability in respect of injury illness or disease of any person under a contract of service or apprenticeship with the Insured and engaged by the Insured outside the Defined Territories for the purpose of work by such person outside the Defined Territories

The Defined Territories means Great Britain Northern Ireland the Channel Islands the Isle of Man or offshore installations within the Continental Shelf around such territories

Interpretation

Additional Persons Insured

- 1 The Insured will include
 - a in the event of death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
 - b if the Insured specified in the Schedule so requests
 - i any director or partner of the Insured
 - ii any person employed by the Insured under a contract of service or apprenticeship
 - iii any Person Working For The Insured (as defined in clause 2 below) if the Insured specified in the Schedule would have been entitled to Indemnity under the Cover
 - iv any officer member or employee of the Insured's social sports or welfare organisations or first aid fire or ambulance services
- in their respective capacity as such

- c if the Insured specified in the Schedule so requests any Principal with whom the Insured has entered into an agreement for or including the performance of work within the Defined Territories as far as is necessary to meet the requirements of such agreement but only in respect of injury illness disease nervous shock loss or damage arising out of the performance of such work by the Insured
- d for the purpose of Special Clause M – Personal Liability Overseas the spouse of any person specified in 1b above

Persons Working For The Insured

- 2 For all the purposes of this Cover other than Clause 1 b ii above
 - a labour masters and persons supplied by them
 - b persons employed by labour only subcontractors
 - c self employed persons
 - d drivers and/or operators of plant hired to the Insured
 - e persons gaining work experience
 - f any other person hired or borrowed by the Insured
 - g voluntary workersworking for the Insured in connection with the Business will be deemed to be employed by the Insured under a contract of service or apprenticeship

Cross Liabilities

- 3 If there is more than one Insured specified in the Schedule this Cover will apply separately to each one as if a separate policy had been issued to each but the total liability of **Norwich Union** will not exceed the Amount of Indemnity

Effective dates of Endorsements

- 4 a so far as concerns Employer's Liability any Endorsement or Extension to this Cover will apply to Occurrences caused on or after the Effective Date of such Endorsement or Extension
- b so far as concerns Public Liability any Endorsement or Extension to this Cover will apply to Occurrences happening on or after the Effective Date of such Endorsement or Extension

Special Claims Conditions

1 Avoidance and Recovery

So far as concerns Employer's Liability the Indemnity granted by this Cover is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the Insured will repay to **Norwich Union** all sums paid by **Norwich Union** which **Norwich Union** would not have been liable to pay but for the provisions of such law

2 Discharge of Liability

Norwich Union may pay to the Insured the maximum sum payable under this Cover in respect of any Occurrence or any lesser sum for which the claim or claims arising from such Occurrence can be settled and **Norwich Union** will not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment

the specification

Occurrences

(Applicable as stated in the Appendix)

1 Employer's Liability

Bodily injury illness disease or nervous shock caused during the Period of Insurance to any person under a contract of service or apprenticeship with the Insured if such injury illness disease or nervous shock arises out of and in the course of their employment by the Insured

Special Clauses which apply

- A Wrongful Arrest
- B Contractual Liability
- C Motor Vehicles
- D Court Attendance Costs
- E Unsatisfied Court Judgements

2 Public Liability

- a Bodily injury to illness disease or nervous shock of any person except that arising out of and in the course of their employment by the Insured under a contract of service or apprenticeship
- b Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured
- c Loss arising from trespass nuisance or interference with any easement of air light water or way happening during the Period of Insurance

Special Clauses which apply

- A Wrongful Arrest
- B Contractual Liability
- D Court Attendance Costs
- F Employees' and Visitors' Personal Effects
- G Deliberate Acts
- H Damage to Goods Supplied
- I Vehicles and Contingent Liability
- J Vessels and Craft
- K Defective Premises Act
- L Financial Loss – Property Owners
- M Personal Liability Overseas
- N Data Protection Act

The Amount of Indemnity

Any One Event

The liability of **Norwich Union** for all damages (other than liquidated damages) payable to any claimant or number of claimants in respect of any one Occurrence or all Occurrences of a series consequent on one original cause will not exceed the sum stated in the Appendix as the Amount of Indemnity for any one Event

Any One Occurrence

The liability of **Norwich Union** for all damages (other than liquidated damages) legal costs and other expenses payable in respect of any one claim or series of claims arising out of one cause will not exceed the sum stated in the Appendix as the Amount of Indemnity for any one Occurrence

the special clauses

A Wrongful Arrest

Cover includes the Insured's liability in respect of wrongful detention false or malicious arrest malicious prosecution or false imprisonment arising out of any accusation of shoplifting theft dishonesty or other improper conduct by any person and occurring upon or about the Premises insured

The liability of **Norwich Union** in respect of such wrongful arrest happening during any one Period of Insurance will not exceed £50,000

B Contractual Liability

As far as concerns liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement this Cover will apply only if the conduct and control of claims is vested in **Norwich Union** but will not apply to liability in respect of

- a liquidated damages or damages imposed by or payable under any penalty clause
- b any contract for or including the performance of work outside the Defined Territories

C Motor Vehicles

This Cover will not apply to liability in respect of bodily injury illness disease or nervous shock sustained by any employee when the employee is

- a carried in or upon a vehicle or
- b entering or getting on to or alighting from a vehicle in circumstances where any road traffic legislation requires insurance or security

D Court Attendance Costs

In the event of any of the undermentioned persons attending court as a witness at the request of **Norwich Union** in connection with an Occurrence in respect of which the Insured is entitled to indemnity under this Insurance **Norwich Union** will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a any director or partner of the Insured £500
- b any person employed by the Insured under a contract of service or apprenticeship £250

E Unsatisfied Court Judgements

Norwich Union will at the request of the Insured specified in the Schedule pay under Employers' Liability to any person described therein (or in the event of the death of such person their personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within Great Britain Northern Ireland the Channel Islands or the Isle of Man against any company registered in or any individual domiciled in those territories to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement

Provided that

- a such bodily injury illness disease or nervous shock arises out of and in the course of such person's employment by the Insured
- b in respect of such judgement
 - i there is no appeal outstanding
 - ii if any payment is made by virtue of this Cover the person to whom such payment is made assigns the judgement to **Norwich Union**

F Employees' and Visitors' Personal Effects

The exclusion of property in the charge or under the control of the Insured or any servant of the Insured will not apply to employees' or visitors' personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause will not apply to

- i property hired or lent to or borrowed by the Insured

- ii property in the charge or under the control of the Insured or any servant of the Insured for work thereon or service thereof

- iii liability assumed by the Insured by agreement which would not have attached in the absence of such agreement

G Deliberate Acts

This Cover will not apply to liability in respect of any Occurrence which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

H Damage to Goods Supplied

This Cover will not apply to liability in respect of recalling removing repairing replacing reinstating or the cost of or reduction in value of any commodity article or thing supplied installed or erected by the Insured

I Vehicles and Contingent Liability

This Cover will not apply to liability in respect of

- a any vehicle (or trailer attached thereto) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned leased hired borrowed or driven by the Insured specified in the Schedule or by the person seeking indemnity
- b the loading or unloading of such vehicle or trailer
- c the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare

This Special Clause will not apply to any plant whilst within the Premises of the Insured or on any site where the Insured is carrying out work

Provided always that this Cover will not apply to liability for which compulsory insurance or security is required by any road traffic legislation or where the Insured is entitled to indemnity from any other source

J Vessels and Craft

This Cover will not apply to liability in respect of

- a any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
- b the loading or unloading of such vessel or craft

K Defective Premises Act

The indemnity provided by Public Liability will apply to liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of premises which have been disposed of by the Insured for a period of seven years after such disposal

Provided that

- a the Insured is not entitled to indemnity from any other source
- b this Special Clause does not apply in respect of the cost of repairing replacing or remedying any defect in the premises

L Financial Loss – Property Owners

The expression “physical loss or destruction of or damage to the **Property Insured**” as defined under the Material Damage Cover will be deemed also to include financial loss (even if not accompanied by physical loss) sustained by a tenant if such loss is as a direct result of the failure of the Insured to provide any property or service

This Special Clause will not apply in respect of

- a liability assumed by agreement which would not have attached in the absence of such agreement
- b the cost of reinstating or replacing any property supplied
- c the cost of or reduction in value of any property
- d the first £1,000 or five per cent (whichever is the greater) of each and every loss which amount will be retained by the Insured as their own liability and uninsured
- e liability in respect of the failure or partial failure of any Managing Agent of the Insured Property to fulfil their obligations under any contract

The liability of **Norwich Union** in respect of such financial loss happening during any one Period of Insurance will not exceed £500,000

For the purpose of this Cover the exclusion of property belonging to the Insured will not apply to the **Property Insured**

M Personal Liability Overseas

This Cover will apply to the liability of any person specified in Interpretation 1b or their spouse whilst outside the Defined Territories on the Business of the Insured but this Special Clause will not apply to liability in respect of

- i the ownership or occupation of any land or building
- ii any business carried out by such person or their spouse

N Data Protection Act

In respect of liability arising under the Data Protection Act 1998 Public Liability will apply as though damage and/or distress were bodily injury even if such damage or distress arises from the loss or destruction of data in the charge of or under the control of the Insured or any servant of the Insured

The Indemnity provided by this Cover will also apply in respect of damage or distress suffered by any person under a contract of service or apprenticeship with the Insured

Provided that

- a
 - i the process of registration under the Data Protection Act 1998 has not been refused or withdrawn
 - ii the liability does not arise from the provision by the Insured of the services of a computer bureau
- b **Norwich Union** will not be liable in respect of
 - i the recording or provision of data for reward or for determining the financial status of a person
 - ii damage or distress which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- c the total liability of **Norwich Union** (including all costs and expenses) in respect of all such damage or distress happening during any one Period of Insurance will not exceed the sum of £1,000,000