

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Buildings

The buildings, including outbuildings and annexes, at the premises shown in the schedule, which belong to **you** or for which **you** are legally responsible, including:

- a. landlord's fixtures and fittings, fixed fuel tanks;
- b. walls, gates and fences, car parks, yards, private roads, pavements and paths, at the premises;
- c. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.

The land at the premises is not included within this definition.

What is covered

We will insure **you** against **damage** to the **buildings** occurring during the **period of insurance**.

Additional cover

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| Trace and access | 1. We will pay for the necessary and reasonable costs you incur with our consent to locate any damage to cables, underground pipes and drains, or the source of a gas leak or of any escape of water from permanent internal plumbing, and to make good any subsequent damage . |
| Emergency services | 2. We will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which you are liable following damage to the buildings not otherwise excluded. |
| Loss prevention costs | 3. We will pay the reasonable and necessary costs you incur to protect the buildings at the insured locations from imminent insured damage . |
| Additions to buildings | 4. We will pay for damage to any additions or improvements to the buildings after they are complete and become your responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium. |
| Inadvertent omissions | 5. Having notified us of the intention to insure all property in which you have an interest in and it being your understanding that all property is accounted for, if any such property is found to have been omitted, we will deem it to be insured within the terms of this policy . This is subject to payment of the appropriate premium either from policy inception or from the date which you became legally responsible for such property. |
| Selling the buildings | 6. If you are selling the buildings , this policy will cover the buildings for the buyer from the time you exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this policy . |
| Metered water and fuel | 7. We will pay the cost to you to replace any metered water and fuel that is used in your business when such water or fuel has been released or rendered unusable for its intended purpose as a direct result of damage to any tank, equipment or piping resulting from a cause not otherwise excluded. |
| Undamaged tenants improvements and betterments | 8. We will pay the value, up to the amount shown in the schedule, of tenants improvements and betterments when your lease is cancelled by the lessor and by a valid condition of your lease, as a consequence of damage to buildings . |
| Trees, shrubs and plants | 9. We will pay for damage to trees, shrubs or plants at your business premises which are owned by you or for which you are legally responsible as a result of fire or explosion. |

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. normal settlement or bedding down of new structures;
 - c. settlement or movement of made up ground;
 - d. coastal or river erosion;
 - e. collapse or cracking, other than **damage** to the main building resulting from subsidence, ground heave or landslip;
 - f. subsidence, ground heave or landslip:
 - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time;
 - ii. to solid floors unless the walls are physically damaged at the same time;
 - g. demolition, building work or groundwork on the premises;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices traveling at supersonic speeds;
 - j. storm or flood to gates or fences;
 - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
 - l. **date recognition**;
 - m. any computer **virus**.
2. **damage** to any electrical or mechanical plant or equipment directly resulting from its own breakdown, explosion or collapse.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section, or
 - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
7.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.
8. **war, confiscation and nuclear risks**.
9. the amount of the **excess**.

How much we will pay

Rebuilding and repair

We will pay up to the **amount insured** unless limited below or in the schedule, but **we** will not pay more than the **amount insured** in total for the cost of rebuilding or repair and other costs combined.

We will pay the cost of rebuilding or repairing the **buildings** to a condition equal to but not better or more extensive than its condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay.

Other costs	<p>We will pay the following necessary and reasonable costs and expenses you incur in rebuilding or repairing following damage insured by this section:</p> <ol style="list-style-type: none">The cost of removing debris of the buildings from the premises or the area immediately adjacent;The cost of dismantling, demolishing, shoring up or propping up any part of the buildings;The cost of complying with any statutory or local authority requirement regarding the damaged part of the buildings, unless notice of such requirement was served before the damage and provided the buildings were originally built according to any government and local authority regulations in force at that time.The fees of architects, surveyors or consulting engineers.Clearing, cleaning and repairing drains, gutters, sewers and the like on your property which are blocked or damaged. <p>We will not pay for the cost of preparing a claim.</p>
Special rebuilding conditions	<p>You may rebuild or replace buildings which are totally destroyed in any manner suitable to your requirements and/or on another site provided this does not increase the cost.</p>
Under insurance	<p>If, at the time of damage, the amount insured is less than 85% of the total rebuilding cost of the buildings including an allowance for additional costs, the amount we pay will be reduced in the same proportion as the under insurance.</p>
Index linking	<p>The amount insured for buildings will be adjusted monthly in line with any change in nationally published indices. We will not reduce the amount insured without your consent.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage to the buildings. If you think a crime has been committed, you must also report it to the police.</p> <p>You should arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.</p>
Unoccupancy	<p>You must tell us immediately if the buildings will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the buildings are unoccupied.</p>

Special conditions

Subsidence cover	<ol style="list-style-type: none">You must tell us as soon as you become aware of demolition, building work or groundwork being carried out on any adjoining site. We may then vary the terms of this section or cancel the cover.
Workmen	<ol style="list-style-type: none">Workmen are permitted in or about any of the buildings for the purposes of carrying out minor alterations, repairs, decoration and maintenance without invalidating this insurance.