

Property – buildings

Policy wording

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

Special definitions for this section

Rent receivable Rent that **you** are not legally entitled to recover from **your** tenants while the **buildings** or any part are unusable as a result of insured **damage**.

What is covered **We** will insure **you** against **damage** occurring during the **period of insurance** to insured **buildings** or any other items specified under this section in the schedule.

Additional cover The following are also provided up to the amount stated in the schedule:

- | | |
|--------------------------|--|
| 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, where the damage , leakage or escape first occurs at the insured premises during the period of insurance . We will also pay the cost to make good any damage caused as a consequence of locating the damage or source of leakage or escape. |
| 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 insured damage occurring during the period of insurance to insured buildings . |
| Loss prevention costs | 3. we will pay for necessary and reasonable costs that you incur to protect the buildings from imminent insured damage occurring during the period of insurance . |
| Additions to buildings | 4. we will pay for damage occurring during the period of insurance to any additions or improvements to the buildings once they are completed and become your legal responsibility, provided you tell us the additional values as soon as possible and pay the appropriate premium.

We may then change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements, we will tell you the timeframes within which you must carry them out. |
| Inadvertent omissions | 5. having notified us of the intention to insure all buildings in which you have an interest 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 .

We may then change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements, we will tell you the timeframes within which you must carry them out. |
| 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 . |
| Trees, shrubs and plants | 7. we will pay for damage occurring during the period of insurance to trees, shrubs or plants at the insured premises , which are owned by you or for which you are legally responsible, as a result of fire or explosion. |
| Discharge of oil | 8. we will pay the necessary and reasonable additional costs and expenses you incur with our consent to clean and decontaminate the land at the insured premises following |

accidental discharge of oil from any oil fired heating appliance or storage tank located at the **insured premises**, including connected pipework, occurring during the **period of insurance**.

Solar panels

9. **we** will pay for:
- a. the loss of the feed-in tariff and export tariff **you** would have received; and
 - b. the increase in **your** electricity bill;
- as a direct result of **damage** to any solar panels covered under this section. **We** will pay for the period beginning on the date of the **damage** until the solar panels are repaired or replaced but for no longer than six months.

Removal of debris

10. **we** will pay the necessary and reasonable costs and expenses **you** incur for clearance of the debris of **buildings** from the **insured premises** or the area immediately adjacent following **damage** covered under this section.

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. 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 to the main **building** resulting from **subsidence**;
 - f. **subsidence** to:
 - i. outbuildings, annexes, walls, gates, fences, car parks, yards, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot tubs unless any of the main buildings are physically damaged at the same time and by the same cause;
 - ii. solid floors unless the walls are physically damaged at the same time and by the same cause;
 - g. demolition, building work or groundwork or stoppage of such work at or on the **insured premises**;
 - h. a rise in the water table;
 - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds; or
 - j. **storm** or **flood** to any greenhouse, shed, gazebo, pergola, arbour, hedge, gate or fence, unless any of the main buildings are physically damaged at the same time and by the same cause.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
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.
 - a. **damage** caused by pollution or contamination. This does not apply to **damage** caused by accidental discharge during the **period of insurance** of oil or water from any storage tank, appliance or associated pipework located at the **insured premises**, other than where resulting from **failure**; or
 - b. any clean up or decontamination costs or expenses resulting or arising from pollution or contamination. This does not apply to the cover under **What is covered**, Discharge of oil.
7. the amount of the **excess**.
8. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by,

resulting from or in connection with any of the following:

- a. **terrorism**;
- b. civil commotion in Northern Ireland;
- c. **war**;
- d. **confiscation**;
- e. **nuclear risks**;
- f. **communicable disease**; or
- g. any fear or threat of 8.a. to 8.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.g. above.

If there is any dispute between **you** and **us** over the application of 8.a or 8.b above, it will be for **you** to show that the clause does not apply.

9. **damage** to, or any loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with:
 - a. any item of **computer or digital technology** that is caused by any:
 - i. **cyber attack**; or
 - ii. **hacker**;
 affecting that item; or
 - b. any resulting reduction or loss of function to any other items of **computer or digital technology** that is caused by that item's direct or indirect digital connectivity to the **computer or digital technology** detailed at 9.a. above.

This exclusion 9.a. and 9.b. does not apply to any otherwise covered **damage**, loss, cost or expense which arises as a result of the **cyber attack** or **hacker**.

10. **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.
11. **reconstitution of data** or the value to **you** of any lost or distorted records or data.
12. loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

How much we will pay

Rebuilding and repair

We will pay up to the **amount insured** unless amended 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 their condition when new, provided **you** carry out the rebuilding or repair and do so without unreasonable delay. However, **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.

Other costs

We will pay the following necessary and reasonable costs and expenses **you** incur in rebuilding or repairing following **damage** insured by this section:

- a. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- b. 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;
- c. the fees of architects, surveyors or consulting engineers;
- d. the cost of clearing, cleaning and repairing drains, gutters, sewers and the like on the **insured premises** which are blocked or damaged.

We will not pay for the cost of preparing a claim.

Inflationary provision cover	<p>Provided that you advise us of the rebuilding value of the buildings at the beginning of each period of insurance, the amount insured will be automatically increased by an additional percentage to take account of any inflationary increases over both the period of insurance and the period needed to rebuild or repair the buildings.</p> <p>Your schedule will show if inflationary provision cover applies and the additional percentage amount.</p>
Under insurance	<p>If, at the time of damage, we establish that:</p> <ol style="list-style-type: none"> 1. the amount insured; or 2. the declared amount, where you have selected a first loss limit which is stated on the schedule; <p>does not represent the amount it would cost to reinstate the buildings, including an allowance for other costs, we will reduce the amount we pay for any claim or loss in the proportion that the premium you have paid bears to the premium we would have charged you if you had declared the actual cost of reinstatement.</p> <p>We will only apply this calculation if:</p> <ol style="list-style-type: none"> 1. we establish that the values declared to us are less than 85% of the actual reinstatement cost; and 2. we establish that your failure to declare the actual reinstatement cost was not deliberate or reckless and was a breach of your obligation to: <ol style="list-style-type: none"> a. make a fair presentation of the risk to us before the start of the period of insurance; or b. notify us of a change of circumstances in relation to the reinstatement cost of the buildings, which may materially affect the policy; or c. make a fair presentation of the risk to us when notifying us of a change of circumstances in relation to the reinstatement cost of the buildings which may materially affect the policy. <p>This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii. If your failure to declare the actual reinstatement cost was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.</p>
Index linking	<p>If you decide to renew this policy with us, we will automatically adjust the amount insured or declared amount, as appropriate, for buildings for the subsequent period of insurance in line with any change in nationally publicised indices. You should advise us if you do not want us to increase the amount insured or declared amount in this manner. However, we will not reduce the amount insured or declared amount without your consent.</p>
Noting of interests	<p>We note the interests of any mortgagees in relation to this policy, including but not limited to any mortgagees shown in the schedule. If you breach any of the terms of this policy without your mortgagees' authority or knowledge, that will not affect the mortgagees' interest.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none"> 1. notify us promptly of any damage which might be covered; 2. report to the police, as soon as is reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; 3. 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.
Unoccupancy	<p>You must tell us immediately if the buildings, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p>

If **you** do not tell **us**, **we** will not make any payment for **damage** occurring while the **buildings** are unoccupied.

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.

If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Deep fat frying

In respect of any deep fat frying apparatus at the **insured premises**, **you** must ensure that:

1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and
2. all extraction ducts are cleaned at least once every six months.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Electrical installation

You must ensure that an electrical installation condition survey is carried out at the **insured premises** at least once every five years by a registered electrical safety engineer and all defects are remedied in accordance with the electrical installation condition report. **You** must retain a written record of the survey and all subsequent remedial work for a period of at least five years from the date of the survey.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Protections

You must ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **insured premises** is left unattended, unless **you** have already advised **us** that a system is not working properly.

You must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Open fires and wood burners

In respect of any open fires, wood burners, pellet stoves or biomass boilers or heaters at the **insured premises**, **you** must ensure that:

1. all chimneys and flues are professionally cleaned at least annually; and
2. a written record of the cleaning is retained by **you**.

We will not make any payment for **damage** caused by fire or smoke occurring while **you** are not in compliance with this condition, unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.

Special conditions

Workmen

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.

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