

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** cannot legally recover from **your** tenants whilst 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 in the schedule.

Additional cover

The following are also provided up to the amount shown in the schedule:

Trace and access

1. **We** will pay 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, occurring 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 leak or escape.

Emergency services

2. **We** will pay the cost of any fire brigade charges and other extinguishing expenses and the cost of other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which **you** are liable following **damage** to insured **buildings** not otherwise excluded.

Loss prevention costs

3. **We** will pay the reasonable and necessary costs **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.

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 inadvertently omitted, **we** will deem it to be insured within the terms of this section, provided:

- it is of **standard construction**; and
- you** pay an additional premium either from **policy** inception or from the date which **you** became legally responsible for such **property**; and
- such **property** has not been left unoccupied or unused for more than 30 days when the **damage** occurs.

Selling the buildings

6. If **you** are selling the **buildings**, this section 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 premises, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion, including **damage** to landscaped gardens caused by the emergency services attending any such incident.

Discharge of oil

8. **We** will pay the necessary and reasonable additional costs and expenses **you** incur with **our** consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil, other than resulting from **failure** of the storage tank, from any oil fired heating appliance or storage tank occurring during the **period of insurance**.

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**;
 - c. coastal or river erosion;
 - d. collapse or cracking, other than **damage** to the main building resulting from **subsidence, landslip** or **ground heave**;
 - e. **subsidence, landslip** or **ground heave**:
 - i. to walls, gates, fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
 - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
 - f. demolition, building work or groundwork on the premises;
 - g. a rise in the water table;
 - h. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
 - i. **storm** or **flood** to gates or fences;
 - j. 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;
 - k. any **virus**;
2. **damage** to any **computers, equipment**, oil or 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. 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.

This clause does not apply to the cover under **What is covered**, Discharge of oil.
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

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.

Rebuilding and repair

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

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

Property – Buildings (Technology)

Policy wording

- a. the cost of removing debris of the **buildings** from the premises or the area immediately adjacent;
- b. the cost of dismantling, demolishing, shoring up or propping up any part of the **buildings**;
- c. the cost of complying with any statutory or local authority requirement regarding the damaged and undamaged 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;
- d. the fees of architects, surveyors or consulting engineers;
- e. clearing, cleaning and repairing drains, gutters, sewers and the like on **your** premises which are blocked or damaged.

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

Special rebuilding conditions	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.
Under insurance	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 other costs, the amount we pay will be reduced in the same proportion as the under insurance.
Index linking	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.

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you notify us promptly of any damage which might be covered.</p> <p>You should report to the police or An Garda Síochána, 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.</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	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. If you do not, we will not make any payment for damage occurring while the buildings are unoccupied or not being used. 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.
Building works	<p>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 then amend the terms of this policy. If you do not tell us about such work, we may not pay for any damage directly or indirectly caused by or resulting from the building works.</p> <p>You do not have to tell us if the work is for redecoration only.</p>

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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