

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

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.**

Additions to buildings

2. **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.**

Selling the buildings

3. **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.**

**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;

WHAT IS NOT COVERED

- 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 travelling 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. consequential or financial losses of any kind.
 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 exclusion, it will be for **you** to show that the exclusion does not apply.

WHAT IS NOT COVERED

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 **building** 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:

- 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 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.

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

Special rebuilding conditions

You may rebuild or replace a **building** which is totally destroyed in any manner suitable to **your** requirements and/or on another site provided this does not increase the cost.

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.

Index linking

The **amount insured** for **buildings** will be adjusted monthly in line with any increase in nationally published indices. **We** will not reduce the **amount insured** without **your** consent.

**YOUR
OBLIGATIONS**

If any damage occurs

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.

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.

Unoccupancy

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.

**SPECIAL
CONDITION**

Subsidence cover

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.