



### **FLATS DE1 Disease Exclusion**

Notwithstanding any other provision within this Policy except for any cover provided under Section 3 – Public Liability Section 4 - Employers Liability and Section 5 - Terrorism no cover is provided under this Policy for any loss (including loss of rental income loss of value and loss of use) damage claim cost or expense of whatsoever nature directly or indirectly caused by or in any way contributed to by resulting from arising out of or in connection with

- 1 any Excluded Pathogens or Diseases
- 2 any fear or threat (whether actual or perceived) of any Excluded Pathogens or Diseases
- 3 any advice given or action taken (whether or not by a competent authority) in controlling preventing or suppressing the occurrence outbreak spread or effects of any Excluded Pathogens or Diseases
- 4 the cleaning disinfecting decontaminating repair replacement recall inspecting testing and checking of property which is or is feared to have been affected by any Excluded Pathogens or Diseases

### **Definitions**

#### **Excluded Pathogens or Diseases**

The words Excluded Pathogens or Diseases shall mean

- a) Any coronavirus or the disease it causes including but not limited to severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) (COVID-19) severe acute respiratory syndrome coronavirus (SARS-CoV) (SARS) Middle East respiratory syndrome coronavirus (MERS-CoV) (MERS) or any mutation or variation thereof
- b) H1N1 influenza virus (and the disease it causes 'swine flu') or H5N1 influenza virus (and the disease it causes (avian influenza or 'bird flu')) or any mutation or variation thereof
- c) Any disease the World Health Organisation declares as a public health emergency of international concern or notes as a pandemic
- d) Any other Communicable Disease

#### **Communicable Disease**

The words Communicable Disease shall mean

any disease illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where the

- i) substance or agent includes but is not limited to any pathogen virus bacterium parasite fungus or other organism micro-organism or any variation or mutation thereof whether deemed living or not

and

- ii) method of transmission whether direct or indirect includes but is not limited to airborne transmission bodily fluid transmission transmission from or to any surface or object solid liquid or gas or between organisms

This exclusion does not apply to

Physical loss damage or destruction to property insured under the Policy and any loss of rent or alternative accommodation expenses directly resulting therefrom where such physical loss damage or destruction arises from a Peril Insured as detailed in Section 1 Buildings but excluding peril k) Any other accidental loss or damage For the avoidance of any doubt in respect of this Policy the Defined Peril c)'Malicious damage and vandalism' does not include persons who maliciously deliberately or recklessly cause pathogens to come into contact with the premises or property of any person or entity