



Property Investors Protection Plan 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**.

Meanings of defined terms

Excluded pathogens or diseases means

- 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** other than those specified human infectious or specified human contagious diseases listed in the Murder, suicide or disease cover in Section 2

Communicable disease means

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 **rental income** directly resulting therefrom, where such physical loss, damage or destruction arises from a **defined peril** as detailed in Section 1 Buildings. For the avoidance of any doubt in respect of this **policy**, the **defined peril** 'malicious persons' 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.