

Property Damage

What is covered

a Damage to property

If the **property**, or any part of the **property** is **damaged** during the period of insurance shown in the policy schedule, **we** will, at **our** option, either

- pay **you** the value of the **property** at the time of the **damage**, or
- repair, restore or replace the **property** or any part of the **property** that was **damaged**.

However, unless the **property** is a **building**, **we** will only pay **you** if the **property** is **damaged** within the **buildings** at the **premises**.

How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule will not exceed

- in respect of **property**, the sum insured shown in the policy schedule for that **property**
- in respect of all **damage** in total, the overall sum insured shown in the policy schedule.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage** at each separate **premises**.

Basis of settlement

In the event of **damage** to **property** other than

- stock, rent, motor vehicles (including their accessories and equipment)
- employee's, director's, partner's, customer's and visitors cycles, tools and other personal effects

we will calculate the amount **we** will pay **you** on a **reinstatement** basis, provided that:

- where the work or **reinstatement** is carried out at another site and/or in any way suitable to meet your requirements **we** will not pay **you** for any resulting increase in the cost of the work or **reinstatement**.
- in respect of **property** that is only partially **damaged we** will not pay **you** more than **we** would have done had it been totally destroyed.
- **we** will not pay **you** anymore than **we** would have done if settlement was not on a **reinstatement** basis
 - unless **reinstatement** starts and continues without unreasonable delay
 - until the cost of **reinstatement** has actually been incurred
 - if the **property** at the time of the **damage** is insured by **you** or on **your** behalf under any other insurance which is not on the same basis of **reinstatement**.

If at the time of **damage** the sum insured shown in the policy schedule for the **property** is less than 85% of the full cost of **reinstatement** of the **property** then the amount **we** will pay **you** will be reduced in the same proportion.

In respect of all other claims for **damage** to **property**, **we** will settle **your** claim on an **indemnity** basis.

Automatic increase in sums insured

The cover provided by this section of cover extends to include

- newly erected buildings, extensions and alterations
- newly acquired **office contents**

- newly acquired **computer equipment**
- inflationary increases in the value of the **buildings, office contents** and/or **computer equipment** (but only if the sum insured shown in the policy schedule for the **buildings, office contents** and/or **computer equipment**, at the start of the period of insurance shown in the policy schedule, is not less than their value)

but only for an amount not exceeding

- in respect of **buildings**, 25% of the sum insured or £50,000, whichever is the least, and/or
- in respect of **office contents** and/or **computer equipment**, 15% of their respective sums insured or £10,000 in total, whichever is the least.

Applying average

If, at the start of the **damage**, the sum insured shown in the policy schedule for the **property** is less than the value of the **property** then the amount that **we** will pay **you** will be reduced in the same proportion.

This clause will not apply if the amount **we** will pay **you** is calculated on a **reinstatement** basis.

Restoring the sums insured

Following **damage** which is insured under this section of cover the **sums insured** will be automatically restored to their original amount from the date of the **damage**, provided that **you**

- pay any additional premium **we** may require
- comply with any reasonable recommendations **we** may make to prevent further **damage**.

Designation of property

If **we** need to determine the heading under which any **property** is insured **we** agree to accept the designation under which the **property** has been entered in **your business** books.

Non-invalidation

This section of cover will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased but this was unknown to **you** and beyond **your** control, provided that:

- **you** tell **us** immediately **you** become aware of it, and
- pay any additional premium **we** may require, and
- comply with any additional terms **we** may require.

Interested parties

The interest is noted of

- mortgage lenders in the **building**, and/or
- suppliers of **property** to **you** under a hiring, leasing or similar agreement

provided that, in the event of **damage** to the **building** and/or **property** **you** tell **us** the nature and extent of that interest.

European Community and public authorities

We will pay the additional cost of **reinstatement** of **damaged buildings** and/or **office contents** that **you** become subject to solely because of the necessity to comply with the requirements of

- European Community legislation, or
- building or other regulations under any Act of Parliament or public authority bye-laws in respect of the **damaged** or undamaged portions of the **property**.

Provided that

- the work of **reinstatement** is commenced and carried out without unreasonable delay and, in any event, be completed within 12 months after the **damage** or any longer period that **we** may agree with **you** in writing.

However, **we** will not pay **you**

- for those additional costs in complying with the requirements
 - in respect of **damage** occurring prior to the period of insurance shown in the policy schedule
 - in respect of **damage** not insured by this section of cover
 - where notice was served upon **you** prior to the **damage** taking place
 - where there is an existing requirement which has to be implemented within a given period
 - in respect of **property** where the **damage** is not covered by this section of cover
- the additional cost that would have been required to make good the **damaged** property to a condition equal to its condition when new had the necessity to comply with requirements not arisen.
- for the amount of any charge or assessment that arises from capital appreciation which is payable in respect of the **property** following compliance with the requirements.

If the requirements mean that the **reinstatement** is carried out, either in whole or in part, on another site **we** will not pay **you** more than **we** would have done had the **reinstatement** been carried out at the **premises**.

b Professional fees

We will pay **you** for reasonable and necessary

- architect's
- surveyor's
- consulting engineers'
- legal, and
- other professional fees

for repairing, restoring or replacing the **property** following **damage** to the **buildings** and/or **office contents**

However, **we** will not pay for any fees for preparing any claim or request for payment under this section of cover.

How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- these fees, and
- the **damage** to the **buildings**, and/or **office contents**

will not exceed the sum insured shown in the policy schedule for the **buildings** and/or **office contents** as appropriate.

c Grounds of the premises

We will pay **you**, subject to **our** prior consent, for the cost of repairing **damage** to the grounds of the **premises** caused by the emergency services following **damage** to the **property**.

However, **we** will only pay for these costs if we have paid **you** (or admitted liability) for the **damage** to the **property**.

How much we will pay

The total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £5,000.

d Debris removal

We will pay **you**, subject to **our** prior consent, for the cost of

- removing debris
- dismantling and/or demolishing
- shoring up or propping

of the portion or portions of the **buildings, office contents** and **computer equipment** as a result of **damage**.

We will only pay for these costs if **we** have paid **you** (or admitted liability) for the **damage** to the **property**.

We will not pay **you** for any costs for removing debris except from the site of the **property damaged** and the area immediately adjacent to the site.

We will not pay **you** for any costs that arise from **pollution** or contamination of any property that is not insured by this section of cover.

How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for

- these costs, and
- the **damage** to the **buildings** and/or **office contents** and/or **computer equipment**

shall not exceed the sum insured shown in the policy schedule for the **buildings** and/or **office contents** and/or **computer equipment** as appropriate.

e Temporary removal

We will pay **you** for **damage** to **property** occurring during the period of insurance shown in the policy schedule whilst the **property** is temporarily removed for cleaning, renovation, repair or similar purposes to anywhere in the **United Kingdom**.

We will also pay **you** if the **property** is **damaged** whilst in transit by road or rail from and to **your premises** and where it is to be cleaned, renovated or repaired.

However, **we** will not pay **you** if

- the **property** is removed to a location that is occupied by **you**
- the **property** is **damaged** by storm or flood whilst in the open or in transit.

How much we will pay

The most **we** will pay **you** is 15% of the sum insured shown in the policy schedule for the **property damaged**.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

f Temporary removal of computer system records

We will pay **you** for **damage** to computer system records occurring during the period of insurance shown in the policy schedule whilst they are temporarily removed to anywhere in the **United Kingdom**.

We will also pay **you** if the computer system records are **damaged** whilst in transit by road or rail from and to **your premises** and their place of temporary removal.

However, **we** will not pay **you** if

- the computer system records are removed to a location that is occupied by **you**
- the computer system records are **damaged** by storm or flood whilst in the open or in transit.

How much we will pay

The most **we** will pay **you** in the period of insurance shown in the policy schedule is £1,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

g **Loss of documents**

We will pay **you** the cost of repairing, restoring or replacing any **document** which is **damaged** or mislaid (and which cannot be found after a careful search) during the period of insurance shown in the policy schedule.

Exclusion 28 (unexplained shortages) of this section of cover shall not apply to these costs.

However, **we** will not pay **you** for any costs arising from the failure or inability to produce the desired or intended result of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system which occurs other than through its physical destruction or **damage**.

How much we will pay

The total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £10,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

h **Additional metered water charges**

We will pay **you** the cost of additional metered water charges which **you** have to pay as a result of the accidental escape of water from tanks, apparatus or pipes at the **premises**.

However, **we** will only pay **you** if **you** keep a weekly record of readings from the water company's meter.

We will not pay **you** if the tanks, apparatus or pipes from which the water escapes are in an **unoccupied building**.

How much we will pay

We will calculate the amount payable by comparing the charge made by the water company for the period during which the loss of metered water occurred with the charges for the previous period. **We** will take into account any relevant factors affecting **your** normal consumption of water during the periods concerned when calculating the amount to be paid.

The total amount **we** will pay for all these costs during the period of insurance shown in the policy schedule will not exceed £5,000.

i **Computer breakdown**

Despite exclusions 10 (electronic data) and 11 (mechanical or electrical breakdown) of this section of cover, if **your computer equipment** breaks down caused by an electrical or mechanical malfunction, failure or derangement (whether or not accompanied by visible damage to or physical breaking of any parts) during the period of insurance shown in the policy schedule **we** will, at **our** option,

- pay **you** the value of the **computer equipment** at the time of the breakdown, or
- repair, restore or replace the **computer equipment** or any part of the **computer equipment** that has broken down, or
- pay you the costs incurred in the reconstitution of any data stored on **your computer equipment** needed in order to continue **your business**.

We will not pay **you**

- if the breakdown is a result of gradual deterioration, wear and tear, inherent defect or a **computer virus**
- if the **computer equipment** is more than 10 years old from the date of manufacture
- if **you** have not taken all reasonable steps to make back-up copies of all data at least once a week and retained copies
- if the **computer equipment** is not maintained, serviced or updated in accordance with the manufacturers recommendations.

How much we will pay

The total amount **we** will pay during the period of insurance shown in the policy schedule will not exceed £5,000

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of breakdown.

j Exhibitions

If the **property**, or any part of the **property** is **damaged** during the period of insurance shown in the policy schedule whilst it is at any exhibition in the **United Kingdom** (including whilst being erected or dismantled) **we** will, at **our** option, either

- pay **you** the value of the **property** at the time of the **damage**, or
- repair, restore or replace the **property** or any part of the **property** that was accidentally **damaged**.

However, **we** will not pay **you**

- if the **property** is **damaged** whilst at any premises that are owned or occupied by **you**
- if the **damage** is covered under any other policy or contract of insurance.

How much we will pay

The total amount **we** will pay for all **damage** to all **property** at any one exhibition is £5,000.

The total amount **we** will pay for **damage** to any one item is £1,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of **damage**.

k Replacement of locks

We will pay **you** the cost of replacing locks of the **building** following the theft of keys from

- the **building**, or
- **your** home, or

- the home of any of **your** directors, partners or **employees**.

Exclusion 15 (theft) of this section of cover shall not apply to this cover.

How much we will pay

The most **we** will pay for the cost of replacing locks following any one instance of theft of keys is £1,000.

We will not pay the **excess**. This must be paid by **you**. The **excess** applies to every separate incident or event of theft of keys.

What is not covered (exclusions)

1 Fines and penalties

We will not pay **you** for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Confiscation etc

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority.

5 Mould

We will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from **mould** or a **mould event**.

6 Other insurance

We will not pay **you** more than **our** proportionate share if the **damage** is covered by any other insurance.

7 Wear and tear

We will not pay **you** for any **damage** caused by

- wear and tear
- the action of light or atmosphere
- moths, vermin or insects
- any process of cleaning, dyeing, restoring, adjusting or repairing
- corrosion, dampness, dryness, wet or dry rot
- marring, scratching, bruising, deterioration.

8 Defective workmanship

We will not pay **you** for any **damage** caused by faulty or defective workmanship, operational error or omission by **you** or any **employee**.

9 Fraud or dishonesty of employees

We will not pay **you** for any **damage** caused by fraud or dishonesty of **employees**.

10 Electronic data

We will not pay **you** for any loss destruction, **damage**, distortion, erasure, corruption, failure, interruption, seizure, alteration, error or omission in any way involving a **cyber incident** from any cause (including **computer virus** or ransomware) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption failure, interruption, seizure, alteration, error or omission.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion

11 Mechanical or electrical breakdown

We will not pay **you** for any **damage** resulting from mechanical or electrical breakdown or derangement or from adjustment, maintenance or repair.

12 Pollution

We will not pay **you** for any **damage** caused by **pollution** other than **damage** caused by

- **pollution** which results from a **specified event**

- a **specified event** which results from **pollution**.

13 Subsidence

We will not pay **you** for any **damage** caused by **subsidence**

- to yards, car parks, roads, pavements, walls, gates or fences at the **premises** unless the **buildings** at the **premises** are **damaged** at the same time by the same cause.
- which results from
 - demolition, construction, structural alteration or repair of any property
 - groundworks or excavations at the **premises**
- to any **property** situated within the Isle of Wight.

14 Settlement and bedding down

We will not pay **you** for any **damage** caused by

- the normal settlement or bedding down of new structures
- the settlement or movement of made-up ground
- coastal or river erosion.

15 Theft

We will not pay **you** for any **damage** caused by theft or attempted theft

- by any person who is lawfully on the **premises**
- by deception
- from any outbuilding

unless the theft or attempted theft involved entry to or exit from the **buildings** by forcible and violent means.

We will not pay **you** for any **damage** caused by theft or attempted theft

- to **property** in any yard, car park, open space or open sided building
- while the **building** is **unoccupied**
- by, helped, or brought about by **you**, any member of **your** family, or any director, partner or **employee** of **yours**.

However, this exclusion shall not apply if the theft or attempted theft involves assault or violence or the threat of assault or violence to any member of **your** family, or any director, partner or **employee** of **yours**.

16 Collapse

We will not pay **you** for **damage** to the **building** caused by its own collapse or cracking unless it results from a **specified event**.

17 Damage to fences, gates and moveable property

We will not pay **you** for any **damage** to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.

18 Damage to roads, paths and pavements etc

We will not pay **you** for any **damage** to any yard, car park, road, pavement or path caused by weight, vibration or vehicles.

19 Unoccupied premises

We will not pay **you** for any **damage** to **unoccupied buildings** caused by

- freezing
- the escape of water from any tank, apparatus or pipe
- the escape of oil from any heating installation
- malicious persons (who are not acting on behalf of or in connection with any political organisation) unless this results in fire or explosion.

20 Fixed glass and sanitary ware

We will not pay **you** for any **damage** to fixed glass and sanitary ware

- which was broken or **damaged** before the beginning of the period of insurance shown in the policy schedule
- in an **unoccupied building**.

21 Valuable and fragile property

We will not pay **you** for any **damage** to

- jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books
- property in transit
- money, cheques, stamps, bonds or credit cards

unless the **damage** is caused by a **specified event**.

We will not pay **you** for any **damage** to

- securities of any description
- glass (other than fixed glass), china, earthenware (other than fixed sanitary ware), marble or other fragile or brittle objects unless the **damage** is caused by a **specified event** or theft or attempted theft.

22 Vehicles

We will not pay **you** for any **damage** to vehicles and their accessories and equipment, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

23 Contract works

We will not pay **you** for any **damage** to

- the permanent and/or temporary works forming part of any contract for the maintenance, repair, renovation, refurbishment, alteration, rebuilding or similar of the **buildings** and/or
- materials for incorporation in the permanent and/or temporary works.

24 Land, roads, pavements etc

We will not pay **you** for any **damage** to land, roads, pavements, piers, jetties, bridges, culverts or excavations.

25 Livestock, crops or plants

We will not pay **you** for any **damage** to

- livestock, growing crops, lawns, or
- trees, shrubs and plants.

However, this exclusion shall not apply to trees, shrubs and plants that are used for ornamental purposes if the **damage** is caused by a **specified event** and they are:

- contained within the **buildings**, and
- do not form part of **your office contents**.

26 Marine insurance

We will not pay **you** where **you** have a right to payment under any marine policy (or would have had if **you** didn't have the cover provided under this policy).

However, **we** will contribute in excess of the payment provided by that marine policy (or which would have been provided if **you** didn't have the cover provided under this policy).

27 Property more specifically insured

We will not pay **you** for any **damage** to **property** that **you** have more specifically insured or has been more specifically insured on **your** behalf.

28 Unexplained shortages

We will not pay **you** for **damage** caused by or consisting of unexplained disappearance or inventory shortage, misfiling or misplacing of information.

29 False pretence

We will not pay **you** for any **damage** caused by **you** voluntarily parting with the title or possession of any **property** if induced by any fraudulent scheme, trick, devise or false pretence.

30 Component self-ignition

We will not pay **you** for any **damage** to any component of any dynamo, electric motor or other electrical plant installation, apparatus or conductor caused by its own self-heating or self-ignition.

31 Flat roofs

We will not pay **you** for

- any **damage** to flat roof sections of the **property**
- any **damage** resulting from flat roof sections of the **property**

where the flat roof

- has not been adequately maintained, or
- is greater than 10 years old.

32 Alteration

We will not make any payment under this policy if, after the start of the period of insurance shown in the policy schedule, there is any alteration which results in

- an increase in the risk of a claim or **damage**

- **your** interest ceasing other than by a will or the operation of the law
- **your** business being wound up, carried on by a liquidator or receiver or permanently discontinued unless **we** have been notified of and agreed to the alteration.

33 Communicable disease

We will not pay **you** for any loss, clean-up costs, costs of detoxification, removal, monitoring, testing or **damage** in any way caused by or resulting from

- an **infectious or contagious disease**
- any fear or threat of an **infectious or contagious disease** regardless of whether this is actual or perceived
- any action taken to minimise or prevent an **infectious or contagious disease**

Conditions that apply to this section of cover

If **you** breach the following conditions this may result in **your** claim not being covered or a reduction in the amount payable.

1 Unoccupied buildings

It is a condition that **you** notify **us**, without delay, and in writing, when **you** become aware that

- a **building** or any part of a **building** is **unoccupied** or is to become **unoccupied**
- an **unoccupied building** or part of a **building** has become occupied or is to become occupied, giving **us** full details of the purpose for which it is to be used

and that **you** pay any reasonable additional premium **we** may require.

2 Explosion

It is a condition that in respect of **damage** to any vessel, machinery or apparatus (or their contents) caused by an explosion that originates within the vessel, machinery or apparatus, that **you** comply with any statutory regulations that require the vessel, machinery or apparatus to be examined.

3 Security protections

It is a condition that **you** ensure the following security protections (and/or any subsequent protections installed or fitted at **our** request) are in full and proper use at all times when the **premises** are closed for business or left unattended and will be maintained in proper working order throughout the period of insurance shown in the policy schedule

- all external doors (and any internal doors leading to any part of the **buildings** not in **your** sole occupation) to be secured with either
 - if an aluminium door: a cylinder mortice deadlock, or
 - if an armoured plate door: the door manufacturer's locks as supplied, or
 - if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
 - if any other type of single leaf door
 - where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British Standard 3621 together with a 17.5 cm boxed steel striking plate
 - where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
 - if double leaf doors:
 - the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
 - the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
 - if a designated fire door: either
 - a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
 - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.

- all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Buildings means the **buildings** at the **premises**. The **buildings** must be:

- owned by **you** or occupied either solely by **you** or in part by **you**
- owned or occupied by **you** in connection with **your business** and/or as a private dwelling or offices
- constructed of and roofed with non-combustible materials.

The **buildings** also include:

- landlords fixtures and fitting that are either in or on the **buildings**
- walls, gates and fences, car parks, yards, private roads, pavements and paths that are all on the same **premises** as the **buildings**
- small outside **buildings**, annexes, loading bays, conveniences, external fire escapes, staircases, gangways and pedestrian ways that are attached to the **buildings** or belong to them
- lowering and loading apparatus, water and fuel tanks and ancillary equipment, service pipes, trunking, piping, ducting, cables, wires and their associated control gear and accessories that extend from the **building** to the public mains which **you** are responsible for and provided that they are not otherwise insured.

Damage/damaged means accidental loss, destruction or damage.

Document means

- all documents other than
 - stamps
 - currency
 - coins
 - bank notes and bullion
 - travellers cheques
 - cheques
 - postal orders
 - money orders
 - securities
 - negotiable instruments
 and documents of the same kind.
- separable program, instruction or data for physical incorporation into any computer system

that belong to **you** or for which **you** are legally responsible and are in **your** custody or control (or someone else entrusted by **you**) in the course of **your business**.

Employee means anyone (other than a director of **yours**) who was (or is or may be in the future)

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to **you** or hired in or borrowed by **you, or**
- self-employed persons

and who are working for **you** under **your** direct control in connection with **your business** and who are normally resident in the **United Kingdom**.

Excess means the first amount of any claim for which **you** are responsible. That amount is:

- £1,000 in respect of **damage** caused by **subsidence**
- £100 in respect of **damage** covered under subsection of cover g (loss of documents)
- £250 in respect of all other **damage**
- £25 in respect of the theft of keys covered under subsection of cover k (replacement of locks).

Indemnity means either

- the value of the **property** at the time of the **damage**, or
- the cost of repairing, restoring or replacing the **property** or any part of the **property** that was **damaged**

Insured/you/your/yours means the person named as the policyholder in the policy schedule.

Office contents means

- stationary, office furniture and machinery
- tenants' improvements and decorations for which **you** are responsible

that are within the **buildings** at the **premises**. (However, **office contents** does not include any item that is insured under the portable equipment section of cover, or which would have been insured but for the operation of any limit, excess, exclusion or condition)

and

- money and stamps, but only for an amount not exceeding £1,000 which is reduced to £500 in respect of theft from anywhere other than from a locked safe
- documents, manuscripts and business books but only for the value of the materials as stationary together with the cost of clerical labour in writing them up and not for the value to **you** of the information contained in the documents, manuscripts or books
- computer system records but only for the value of the materials together with the cost of clerical labour and computer time in reproducing the records (excluding any expense in connection with the production of information to be recorded) and not for the value to **you** of the information contained in the computer system records, and for an amount not exceeding £10,000
- patterns, models, moulds, plans and designs
- **employees'**, directors', partners', customers' and visitors' personal belongings, but only for an amount not exceeding £500 per person
- wines, spirits, cigarettes and tobacco goods kept for entertainment purposes only (and not for sale) but only for an amount not exceeding £500 in total in respect of loss or **damage** by theft

but excluding

- landlord's fixtures and fittings
- vehicles licenced for road use including their accessories and equipment
- property that is more specifically insured.

Premises means the **buildings** together with its land and outbuildings at the address shown in the policy schedule and which are owned or occupied by **you** (or in part by **you**).

Property means property owned by **you** or for which you are legally responsible, shown in the policy schedule and against which a sum insured is shown.

Reinstatement means the carrying out of the following work:

- where the **property** is lost or destroyed
 - the rebuilding of the **property** if a building, or
 - in respect of other **property**, its replacement by similar property

in a condition equal to but not better or more extensive than its condition when new

- where **property** is **damaged**, the repair of the **damage** and the restoration of the **damaged** portion of the **property** to a condition substantially the same as but not better or more extensive than its condition when new.

Specified event means:

- fire, lightning, explosion, aircraft or other aerial devices (or articles dropped from them), earthquake, subterranean fire
- riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves)
- storm, flood, escape of water from any tank, apparatus or pipe, impact by road vehicle or animal.

Subsidence means subsidence, ground heave or landslip.

Unoccupied means unoccupied, untenanted, empty or not in use