

CX Unoccupied - Policy Endorsements

PO1 - Accidental Damage Extension

Section 1 is extended to cover the **Property Insured** specified in the **Schedule** against All Risks of accidental physical loss or **Damage** occurring during the **Period of Insurance** at the **Premises** and subject to the **Sums Insured** specified in the **Schedule**.

This Extension does not cover;

- a) The amount of the **Excess** specified in the **Schedule**
- b) **Damage** caused by or following upon subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage or expansion of any building or foundation
- c) Mechanical and/or electrical derangement and/or breakdown, Breakage of valves, filaments and the like burning out or **Damage** directly caused by short circuiting and/or claims arising from overheating
- d) **Damage** caused by moth, vermin or insect, wear, tear, gradual deterioration, rust or oxidization, rot, mould or mildew, inherent vice, latent defect, mysterious disappearance or unexplained shortage
- e) **Damage** caused by faulty manipulation, scratching or denting or loss of magnetism and/or erasure of tapes or faulty projection, shortage in weight, contamination, taint or insufficiency of insulation
- f) Breakage of articles of a brittle nature (other than jewellery) unless such Breakage is caused by burglars, thieves or fire and/or Breakage of **Glass**, over winding or internal damage of clocks and/or watches
- g) Loss by delay, loss of market, consequential loss of any and every description
- h) **Damage** which may be sustained whilst the **Property Insured** is being worked upon or is under any process and directly resulting therefrom
- i) **Damage** caused by climatic or atmospheric conditions or extremes of temperature
- j) Infidelity or dishonesty by the **Insured** or any **Employee(s)** of the **Insured**
- k) **Damage** to aircraft, watercraft, vehicles, livestock, growing timber or crops, jewellery, furs, watches, precious metals/stones, **Money**, documents, data or word-processing, media or computer systems records
- l) **Damage** insured more specifically under any other Section or Sections of this **Policy** or any other Insurance
- m) **Damage** to TV and radio aerials, satellite dishes, aerial fittings and masts.

PO3 - Composite Panel Conditions

It is a condition precedent to liability that in respect of any **Building** containing composite panels that;

- 1) suitable fire extinguisher appliances to be supplied in all cooking areas
- 2) ducting, conduit wiring and hot flues be adequately protected within fire resistant sleeves where passing through composite panels
- 3) at least weekly inspections to be undertaken by the **Insured** to check for damage to composite panels or panel joints. Any defects found to be rectified without delay or replaced by a panel with a non-combustible core within 7 days
- 4) no repairs to be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources
- 5) all heat sources to be kept at least 2 metres from any composite paneling or such paneling to be of a non-combustible core
- 6) no external storage of combustible stock, packaging, pallets, waste or waste skips or bins within 10 metres of the **Buildings**
- 7) any work involving the application of heat must only be carried out by a qualified Contractor and the **Insured** is to ensure the Contractor has adequate Public Liability Insurance in force and shall confirm same through sight of certificate of insurance. Subrogation rights against such Contractor shall not be waived by the **Insured**. The following conditions precedent to liability apply:
 - i) the area in which work is to be carried out shall be adequately cleared and combustible materials shall be removed to a distance not less than 6 metres from the area of proposed work
 - ii) if work is to be carried out overhead then the area beneath shall be similarly cleared and all combustible materials removed
 - iii) suitable fire extinguisher with a capacity of not less than 9 litres shall be kept available for immediate use
 - iv) blow lamps and blow torches shall be lit in as short a time as possible before use and extinguished immediately after use
 - v) lighted blow lamps and torches shall not be left unattended
 - vi) half an hour after each period of work a thorough examination shall be made of and in the area in which works have been undertaken
 - vii) if work is to be carried out in the vicinity of composite/sandwich panels then such panels must be protected by non-combustible blankets drapes or screens.

PO4 - Daily Waste Condition

It is a condition precedent to liability that all combustible trade waste and refuse will be removed from the **Buildings** every night.

PO7 - Frying and Cooking Equipment Conditions

It is a condition precedent to liability that;

- 1) all frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials
- 2) all extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks
- 3) all extraction ducts will be cleaned regularly and maintained and checked at least once every six months by a specialist contractor

- 4) the record of such cleaning and servicing of the extraction ducts will be kept elsewhere other than at the Premises and will be made available for inspection at any time
- 5) frying equipment will be installed, used and maintained in accordance with the manufacturer's instructions
- 6) multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires will be kept in close proximity to the working area of the range and maintained ready for use
- 7) frying ranges will not be left unattended whilst in use
- 8) all naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day.

PO8 - Metal Workers Waste Condition

It is a condition precedent to liability that all oily and/or greasy waste and used cleaning cloths which remain in the Buildings overnight will be kept in metal receptacles with metal lids and removed from the Buildings at least once a week.

PO11 - No Smoking Condition

It is a condition precedent to liability that smoking will not be permitted on the Premises at any time and signs to this effect will be prominently displayed.

PO12 - Obsolete Building Clause

The basis of valuation for the purpose of average shall be;

- 1) the cost of purchasing a similar building to the insured building plus an allowance for removal of debris costs or
- 2) the cost of erecting a modern building providing comparable facilities to the insured building plus an allowance for professional fees removal of debris costs and the additional expenditure which might arise out of local authorities' requirements.

PO13 - Paint Spraying Conditions

It is a condition precedent to liability that all spraying of paints or varnishes with a flash point below 32 degrees centigrade will be carried out in an area enclosed by non-combustible materials and extraction to the open air and any electrical installation including that for extraction will be of flameproof design and any heating will be of the black-heat type and with fully enclosed elements.

It is also a condition precedent to liability that;

- 1) only one days supply of flammables will be kept in the spraying area
- 2) all other flammables will be kept in a designated enclosed steel bin or if the stocks of same are substantial they will be kept in a store with high and low level vents to the open air or forced flameproof extractor at floor level
- 3) all lighting will also be flameproof
- 4) smoking will be prohibited in the areas where processes are carried and signs to this effect will be prominently displayed.

PO14 - Residential Tenants Clause

It is a condition precedent to liability that any Residential portion(s) of the Premises are not let or used by;

- 1) local authorities or the department of social security
- 2) students
- 3) asylum seekers.

PO16 - Storage of Combustible Materials in the Open Condition

It is a condition precedent to liability that no combustible materials are externally stored within ten metres of the **Buildings** outside business hours.

PO18 - Survey Clause

Cover hereon is strictly subject to receipt by **Underwriters** of a satisfactory survey carried out by an authorised surveyor within 30 days of the inception date of this insurance or by a date to be agreed by the **Underwriters** and advised to the **Insured**.

The **Underwriters** reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey.

The **Insured** shall implement the survey requirement(s) or as otherwise agreed by the **Underwriters** within a period to be agreed by the **Underwriters** and advised to the **Insured**.

If the **Insured** fails to implement the requirement(s) within the period agreed by the **Underwriters** then all coverage hereunder shall terminate at the end of said period.

PO21 - Unoccupancy Conditions Wider Perils

The Unoccupancy Conditions contained within the Policy Conditions are replaced by the following:- It is a condition precedent to liability that when any building (or part thereof) are untenanted or **Unoccupied**;

- a) all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes)
- b) all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems must be drained down
- c) all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including:
 - i) securely locking and fastening all doors and windows
 - ii) any letter boxes being sealed
 - iii) setting all security and alarm protections in full operation and ensuring that the protections are in proper working order
- d) all waste refuse and other disused combustible materials will be cleared from the building and removed from the **Premises** at least once a week
- e) tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the **Buildings** becoming **Unoccupied**
- f) the **Buildings** must be inspected at least once every 7 days by the **Insured** or the **Insureds** nominee in order to inspect the **Premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections
- g) notice is to be given to **Underwriters** when any untenanted or **Unoccupied** building (or part thereof) is again occupied

Underwriters shall not be liable for any **Damage** or **Injury** arising out of or in connection with any works of alteration demolition refurbishment or renovation.

Policy Exclusion 10 is hereby deleted.

Defined Perils are hereby restricted to fire, lightning, explosion, subsidence, landslip, heave, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood or impact by any road vehicle or animal, falling trees, branches and falling aerials.

PO22 - Use of Heat Conditions

It is a condition precedent to liability that the following precautions are complied with on each occasion of the use or application of heat (as defined below) taking place on the **Premises**;

- a) application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
 - i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or overlapping sheets or screens of non-combustible material
 - ii) at least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering or flames are detected
 - iii) a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
 - iv) blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
 - v) a person must be appointed by the **Insured** to act as an observer to watch for signs of smoke or smouldering or flames

- b) use of asphalt, bitumen, tar, pitch or lead heaters;
 - i) the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

PO23 - Valley Gutter Condition

It is a condition precedent to liability that all valley gutters be inspected and cleared every six months.

PO24 - Weekly Waste Condition

It is a condition precedent to liability that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the **Buildings** at least once a week.