

Great Lakes Reinsurance (UK) PLC

MATERIAL DAMAGE

M001 - Waste Warranty

It is warranted that all oily and/or greasy waste and used cleaning cloths which remain in the **buildings** overnight will be kept in metal receptacles with close fitting metal lids and removed from the **buildings** at least once a week

M002 - Waste Warranty

It is warranted that all combustible trade waste and refuse will be removed from the **buildings** every night

M003 - Weekly Waste Warranty

It is warranted 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

M004 - Fire-Proof Doors Warranty

It is warranted that all fireproof doors and shutters will be kept closed except during working hours and will be kept in efficient working order

M005 - Portable Heater Warranty

It is warranted that there will be no use or storage in the **buildings** of paraffin or portable electric or gas heaters or containers unless specifically agreed by the **Company** prior to such use or storage

M006 - Premises Inspection Warranty

It is warranted that a thorough examination of the **buildings** and smoking receptacles for smoking/smoldering matches, tobacco or other material will be carried out at the close of each day the buildings are in use for business purposes. Any materials found are to be placed in a metal container and removed from the premises. Signed reports will be made daily by the Insured or an employee detailed to make the examination and that such reports will be checked at least once a week by the Insured

M007 - Frying and Cooking Equipment Warranty

It is warranted that: -

- (a) All cooking equipment used for deep fat frying shall be fitted with a thermostat to prevent fat or oil exceeding 205 degrees centigrade and a high temperature non self-resetting limit control to shut off the heat source if fat or oil exceeds 230 degrees centigrade;
- (b) All frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and

- free from contact with combustible materials;
- (c) All extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks
 - (d) All extraction ducts will be cleaned regularly and maintained and checked in accordance with manufacturers instructions;
 - (e) 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
 - (f) Frying equipment will be installed, used and maintained in accordance with the manufacturer's instructions
 - (g) 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
 - (h) Frying ranges will not be left unattended whilst in use
 - (i) All naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day
 - (j) Where ducts pass through any combustible material, it should be cut away for a distance of at least 150mm from the duct and the space filled with non-combustible insulation.

M008 - Frying and Cooking Equipment Warranty

It is warranted that: -

- a) All frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials;
- b) All extraction hoods, canopies, filters and grease traps will be cleaned at least every month
- c) All extraction ducts will be cleaned regularly and maintained and checked in accordance with manufacturers instructions;
- d) 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
- e) Frying equipment will be installed, used and maintained in accordance with the manufacturer's instructions
- f) 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
- g) Frying ranges will not be left unattended whilst in use
- h) All naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day

M009 - Unoccupancy Warranty

It is warranted that in respect of **buildings** or parts thereof which are or become unoccupied: -

- a) The **Insured** will notify the **Company** immediately the **Insured** becomes aware that a **Building** is empty;

and

- b) Of any damage to the unoccupied **Building** even if such damage is not insured;
- c) The **Buildings** will be kept secure against illegal entry and all protective and locking devices and any alarm protection will be kept in effective operation with letterboxes sealed to prevent accumulation of mail;
- d) The **Buildings** will be inspected internally weekly and any damage repaired immediately;
- e) All services will be kept switched off at the mains (except electricity needed to maintain any fire or intruder alarm system);
- f) The water installation will be properly drained;
- g) All combustible contents, trade refuse and waste materials will be removed from the interior of the **Buildings** and no accumulation of refuse and waste will be allowed in the adjoining yards or spaces owned by the **Insured**;
- h) The **Insured** will give the **Company** prior notice before commencing any renovation of the **Buildings** and renovations will not be commenced without the **Companys'** prior agreement in writing;
- i) The **Insured** will implement any additional protections the **Company** may require within the time scales specified;

M010 - Electrical Circuit Maintenance Warranty

It is warranted that all electrical circuits be tested at least once in every three years by qualified electrical engineers and that any defects found be remedied immediately in accordance with the Regulations of the Institute of Electrical Engineers, their certificate confirming the same to be issued to and retained by the Insured

M011 - No Smoking Warranty

It is warranted that smoking is not permitted on any premises of part thereof where the Public Health (Tobacco) Act 2002 or any amending legislation applies. Signs to this effect must be prominently displayed throughout the premises.

M012 - Spray Painting Warranty

It is warranted 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 warranted that:-

- a) Only one days supply of flammables will be kept in the spraying area;
- b) 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;
- c) All lighting will also be flameproof;

- d) Smoking will be prohibited in the areas where paint processes are carried out and signs to this effect will be prominently displayed.

M013 - No Painting Warranty

It is warranted that there is no Spray Painting or Surface Treatments involving the use of Highly Flammable Liquids.

M014 - Composite Panel Warranty

It is warranted that in respect of any buildings containing composite panels:-

- a) Suitable fire extinguisher appliances will be supplied in all cooking areas;
- b) Ducting, conduit wiring and hot flues will be adequately protected within fire resistant sleeves where passing through composite panels;
- c) At least weekly inspections will be undertaken by the Insured to check for damage to composite panels or panel joints. Any defects found will be rectified without delay or replaced by a panel with a non-combustible core within 7 days;
- d) No repairs will be made to composite panels that involve welding, grinding, cutting or other obvious ignition sources;
- e) All heat sources will be kept at least 2 metres from any composite panelling unless such panelling has a non-combustible core;
- f) There will be no external storage of combustible stock, packaging, pallets, waste or waste skips or bins within 10 metres of buildings;
- g) Any work involving the application of heat will only be carried out by a qualified contractor and the Insured will ensure the contractor has adequate Public Liability Insurance in force and will confirm the same through sight of certificate of insurance and will ensure that the contractor complies with any warranties provided by such insurance relating to the application of heat. The Insured shall not waive subrogation rights against such contractor. The Company also warrants that the Insured will ensure that the contractor complies with the following warranties:
 - The area in which work is to be carried out will be adequately cleared and combustible materials will be removed to a distance not less than 6 metres from the area of proposed work
 - If work is to be carried out overhead then the area beneath will be similarly cleared and all combustible materials removed
 - Suitable fire extinguishers with a capacity of not less than nine litres will be kept available for immediate use
 - Blowlamps and blowtorches will be lit for as short a time as possible before use and extinguished immediately after use
 - Lighted blowlamps and blowtorches will not be left unattended

- Half an hour after each period of work has been completed a thorough examination will be made of and in the area in which works have been undertaken
- If work must be carried out in the vicinity of composite/sandwich panels then such panels will be protected by suitable non-combustible blankets.

M015 Vehicles in the Open Warranty and Parts & Accessories Warranty

Subject to Stealing cover operating

This Section extends to cover stealing of vehicles or customer's vehicles in the Insured's custody or control whilst such vehicles are stored in the Insured's **Buildings** and/or locked **Compound** provided that the **Company** will not be responsible for:

- a) Stealing of Vehicles or Customer Vehicles unless all vehicles are locked and keys have been removed and secured in a locked and suitable cabinet within the Insured's premises.
- b) Stealing of parts, spare parts & accessories belonging to vehicles during business hours unless all vehicles are locked and keys have been removed and secured in a locked and suitable cabinet within the Insured's premises.
- c) Stealing of parts, spare parts & accessories belonging to vehicles outside business hours unless stolen with the vehicle to which they belong.
- d) The first €1,750 of each and every loss in respect of damage of vehicles, outside business hours, following malicious damage to or attempted stealing of vehicles, parts, spare parts and accessories belonging to vehicles.

M016 - Interested Party

It is hereby noted and agreed that the Interest of(Insert bank here).....

is noted in the Buildings together with the within named Insured for their respective rights and Interests.

M017 - Flat Roof Warranty

It is a condition precedent to liability in respect of damage by storm that any flat felted roof portion of the within described premises shall be inspected at least once every two years by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately.

M020 - Goods in Trust Restriction Endorsement

In the event of DAMAGE to goods in trust covered under Section 1 - Material Damage the **Company** will only pay for items which are not otherwise insured and the most the **Company** will pay for any one item is €2000.

M022 - Intruder Alarm Requirement

This section extends to cover Stealing of the Insured's stock and contents whilst such stock and contents are located in the **Buildings** located at the risk address provided that the **Buildings** are fitted with an intruder alarm and

the intruder alarm is operated and maintained in accordance with Clause 15 - Intruder Alarm of Section 1 of the Policy.

M023 - Unoccupancy Condition - (Liquidation Scheme)

It is a condition precedent to the **Company's** liability that where the risk has ceased trading the **Insured** will notify the **Company** immediately and the **Insured**:-

- a) will take all reasonable precautions to make the premises secure against illegal entry including but not limited to
 - i) securely fastening windows
 - ii) setting all security and alarm protections (where an alarm is installed) in full operation and ensuring that the protections are in proper working order;
- b) will clear the premises of all combustible waste within 30 days of the inception date of the declaration or when the risk ceases to trade entirely whichever is the latter;
- c) will inspect the premises internally and externally at least fortnightly and remedy any defect immediately;
- d) will turn/switch off the services at the mains and drain as applicable except those services required to maintain, lighting or alarm systems which are to remain in operation for security or fire protection purposes or where the Insolvency Practitioner advises it is necessary for the services to remain on;
- e) will implement any additional protections the Company may require within the timescales specified;
- f) will give the Company prior notice before commencing any renovation of the Buildings and renovations will not be commenced without the Company's prior agreement in writing.

M024 - Trace & Access

It is hereby noted and agreed that the **Company** will pay up to €5000 to remove or replace any part of the **Buildings** necessary to repair any fixed water or heating installation where water or oil has escaped but excluding any loss, destruction or damage to the item from which the escape occurred.

M025 - Cooking Restrictions

It is warranted that:

- (a) No cooking in bedrooms
- (b) Kitchens always be supervised by the Insured or caretaker when guests have access thereto.

M026 - Contents/Stock

It is a condition precedent to liability that there are no contents, machinery, stock or waste materials located in or about the buildings

M027 - Unoccupancy Warranty - Vacant Premises

It is a condition precedent to the Company's liability that:-

- a) The **buildings** are inspected internally weekly and the Insured will notify the **Company** immediately the Insured becomes aware of any damage to the unoccupied **building** even if such damage is not insured
- b) The **buildings** will be kept secure against illegal entry and all protective and locking devices and any alarm protection will be kept in effective operation with letterboxes sealed to prevent accumulation of mail
- c) All services will be kept switched off at the mains (except electricity needed to maintain any fire or intruder

alarm system)

d) The Insured will give the **Company** prior notice before commencing any renovation of the **buildings** and renovations will not be commenced without the **Company's** prior agreement in writing

e) The Insured will implement any additional protections the **Company** may require within the time scales specified

M099 - Stock in the Open

It is hereby noted and agreed that cover in respect of Stock in the Open is restricted to Fire only.