

Policy Endorsements

(Applicable only if specified in the **Schedule**)

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 oxidation, 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.

PO2 - Auditorium Condition

It is a condition precedent to liability that a thorough examination of the **Premises** for smouldering matches, tobacco or other material will be carried out at the close of each day the **Premises** are in use for **Business** purposes.

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 noncombustible 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.

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(Applicable only if specified in the **Schedule**)

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.

PO5 - First Loss Average Clause

When the **Sum Insured** is shown FIRST LOSS in the **Schedule** - The applicable item of this Section is subject to the condition of average (First Loss), that is to say, if the total value of all property covered by the item shall at the time of any loss be greater than the value notified by the **Insured**, then the **Insured** shall be entitled to recover hereunder only such proportion of the said loss as the said notified value bears to the total value, up to but not exceeding the **Sum Insured** for the item.

PO6 - Flat Roof Maintenance Condition

It is a condition precedent to liability in respect of **Damage** by storm, tempest and flood that any flat felted roof portion of the **Premises** shall have been 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.

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.

PO9 - Minimum Security Requirements (B)

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the **Policy** Conditions is complied with
- 2) the intruder alarm is installed and put into full and effective operation at night and whenever the **Premises** are closed for business or left unattended. We will not regard the intruder alarm as effective if the specification or system record provides for a telephone line, direct line or central monitoring station warning system and the **Insured** have had notice of the withdrawal of the Police, telephone or central monitoring station service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Underwriters**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for business or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

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(Applicable only if specified in the **Schedule**)

PO10 - Minimum Security Requirements (C)

It is a condition precedent to liability that **Damage** caused by theft or attempted theft is not covered unless;

- 1) the Minimum Security Requirements (A) as stated in the **Policy** Conditions is complied with
- 2) the intruder alarm provides for a police telephone line, direct line or central monitoring station warning system installed and put into full and effective operation at night and whenever the **Premises** are closed for business or left unattended. We will not regard the intruder alarm as effective if the **Insured** have had notice of the withdrawal of such service and such service has actually been withdrawn
- 3) the intruder alarm is maintained under contract by a company which is either included in the official list of recognised firms of the National Approval Council for Security Systems (NACOSS), or the Security System and Alarm Inspections Board (SSAIB) or approved by **Underwriters**
- 4) all keys of the intruder alarm are removed from the **Premises** at night and whenever they are closed for business or left unattended. Where the **Insured** or an **Employee** occupies part of the **Premises** for residential purposes, the keys must be removed from the **Business** part of the **Premises**.

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.

PO15 - Smoking Condition

It is a condition precedent to liability that smoking will be prohibited throughout the **Premises** except in offices and /or canteens and for other specifically designated areas. Suitable notices to this effect will be displayed in prominent positions.

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.

Policy Endorsements *continued*

(Applicable only if specified in the **Schedule**)

PO17 - Subsidence Ground Heave and Landslip Extension

Notwithstanding Exclusions 7(a) and 7(b) the insurance by Sections 1 and 2 extends to cover **Damage** caused by Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding;

- a) the first GBP 1,500 of each and every loss after the application of any Condition of Average
- b) **Damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building insured hereby
- c) **Damage** caused by or consisting of;
 - i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
- d) **Damage** which originated prior to the inception of this cover
- e) **Damage** resulting from;
 - i) demolition, construction, structural alteration or repair of any property or
 - ii) groundwork or excavation at the **Premises**

Special Conditions

Insofar as this insurance relates to **Damage** caused by Subsidence Ground Heave or Landslip;

- a) The **Insured** shall notify the **Underwriters** immediately they become aware of any demolition, groundwork's, excavation or construction being carried out on any adjoining site
- a) The **Underwriters** shall then have the right to vary the terms or cancel this cover.

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.

PO19 - Terrorism Extension

This Insurance is extended for the **Period of Insurance** stated above to include;

- a) loss of or **Damage** to **Property Insured** at the **Premises**, as stated in the **Schedule** to this Insurance, situated in the United Kingdom other than Northern Ireland (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987) and
- b) where applicable under this Insurance consequential loss arising from business interruption, the proximate cause of which is an Act of Terrorism duly certified as such by Her Majesty's Government or HM Treasury or any successor or other relevant authority provided always that the Terrorism Insurance provided under this Extension is A limited to loss or **Damage** occasioned by or happening through or in consequence of acts of persons acting on behalf, of or in connection with any, organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto In any action suit or other proceedings where the **Underwriters** allege that any loss or **Damage** is not covered by this Extension the burden of proving that such loss or **Damage** is covered shall be upon the **Insured**

B not applicable to;

- 1) any land or building of which any part is
 - a) insured in the name of an individual; or
 - b) occupied as a private residence, or owned or occupied in the name of an individual, unless
 - i) the part so occupied/owned is less than 80% of the land or building as a whole; and
 - ii) the proportion of such land or building which is commercially occupied is more than 20%;and
- iii) any part which is occupied as a private residence, or owned or occupied in the name of an individual, is insured

- under the same policy to which this Extension applies and which otherwise insures the part which is not so occupied, or owned or occupied, or
- separately, but in any event not in the name of an individual

(where any person holds or owns flats or houses insured hereunder as a trustee pursuant to the terms of a trust, or

by way of a business as a sole trader, such person shall not be construed as an 'individual' for the purposes of this

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(Applicable only if specified in the **Schedule**)

proviso B.1, unless such person occupies any such flat – not including a block of flats - or house as a private residence)

2) any Nuclear Installation or Nuclear Reactor

Nuclear Installation

Nuclear Installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for;

a) the production or use of atomic energy

b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations

or

c) the storage processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor

Nuclear Reactor means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

C not subject to any of the excluded perils specified in this Insurance other than those applying specifically in respect of the Terrorism Insurance provided under this Extension as stated in E and F below

D subject otherwise to the terms conditions exclusions deductibles and limits of this Insurance except as expressly varied hereby

E subject to the exclusion of war and allied risks, defined as any loss whatsoever occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

PO19 - Terrorism Extension continued

F subject to the exclusion of digital or cyber risks, defined as any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;

1) **Damage** to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **Insured** or not, where such **Damage** is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack or

2) consequential loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking or Denial of Service Attack.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code programming instruction or any set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect computer programs data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs.

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the **Insured** or not.

Denial of Service Attack

Denial of Service Attack means any actions or instructions constructed or generated with the ability to **Damage** interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include, but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks; and provided that the **Underwriters** liability in respect of all losses arising out of any one occurrence and, where applicable under this Insurance, in the aggregate in any one **Period of Insurance** shall not exceed the limits as otherwise specified in this Insurance.

Irrespective of the currency in which this Insurance is expressed, the limit of liability and the premium for the Terrorism Insurance effected by this Extension will be determined in sterling.

Special Conditions

The Terrorism Insurance provided under this Extension shall not apply to;

a) any Long Term Agreement / Undertaking to which this Insurance is subject

b) any terms in this Insurance that provide for adjustments of premium based upon declarations on expiry or during the **Period of Insurance**

c) any aggregate limit contained in this Insurance regarding the amount to be borne by the **Insured** as a result of the operation of a deductible

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Notwithstanding anything stated herein to the contrary, this Terrorism Extension applies also to any **Property Insured** at the **Premises**, as stated in the **Schedule** to this Insurance, which is insured in the name of an individual and is occupied as a private residence, other than in respect of any loss whatsoever or any expenditure resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from;

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) chemical and/or biological and/or radiological irritants contaminants or pollutants.

PO20 - Thatch Conditions

It is a condition precedent to liability that;

- 1) all chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter
- 2) all old thatch and thatching is burnt at a distance of more than 100 metres from the **Premises**
- 3) no naked flames or tools producing naked flames be present in the attic or loft space at any time.

If you fail to comply with any of the above duties this insurance may become invalid in respect of loss or **Damage** caused by fire.

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, aircraft or other aerial devices or articles dropped there from, 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 over-lapping 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

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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.