

SPECIAL CLAUSES/WARRANTIES

THESE ARE OPERATIVE ONLY IF SHOWN IN THE SCHEDULE OR IN AN ENDORSEMENT FORMING PART OF THE SCHEDULE

CL2 - Pipe and Tank Lagging Warranty

Underwriters will not be liable for loss of or damage to property as a result of burst or leaking water pipes & tanks, which are inadequately lagged at the time of the loss or damage.

CL3 - Deep Fat Frying Warranty

It is warranted that :-

All frying and other cooking ranges, equipment, flues and exhaust ducting are securely fixed and free from contact with combustible material.

All extraction hoods, canopies, filters and grease traps are cleaned every two weeks.

All extraction ducts are cleaned at least every six months.

Frying equipment is fitted with a thermostat designed to prevent the temperature of cooking oils and fat from rising above 205 C.

Multi purpose fire extinguishers or other materials suitable for extinguishing oil and fat fires are maintained and close to the installation ready for immediate use.

The pans to be fitted with metal lids which can be shut down in the event of fire (with larger installations closing to be automatic and the system to be linked to the ventilation system so that this is also shut down in the event of a fire).

CL4 - Kitchen Duct Warranty

Warranted cooking fume extraction canopies and ductwork be cleaned at least every six months by independent contractors and that filters, traps or other grease removal devices therein be cleaned at least fortnightly

CL5 - Roof Maintenance Warranty

It is a Condition precedent to liability in respect of damage by storm, tempest 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.

CL6 - Electrical Clause

It is understood and agreed that the Underwriters shall not be liable for any loss, destruction of or damage to electrical apparatus or appliances caused by self-ignition. However, this exclusion shall apply solely to the part of the said apparatus or appliance in which self-ignition occurs.

CL8 - Frost Stat Warranty

Warranted that the heating system incorporates Frost stat controls to ensure that a minimum temperature of at least 4 degrees centigrade is automatically maintained between the months of October and May inclusive.

CL9 - Waste Warranty

Warranted combustible storage/waste in the open to be at least 20 ft from building when premises are closed for business.

CL10 - Flammables Warranty

It is a condition precedent to the liability of the Underwriters that all flammables are kept in metal lidded containers when not in use.

CL11 - Bulk Flammables Warranty

Warranted bulk supplies of flammables kept within a separate locked store and only one days supply permitted out on the premises.

CL12 - Gutter Warranty

Warranted valley gutters cleared and downpipes rodded at least twice per annum.

CL13 - Alarm Protected Area Warranty

Warranted all stock/contents within alarm protected area.

CL14 - Cooking In Rooms Warranty

Warranted no cooking in rooms other than in designated kitchen areas.

CL15 - Renovation/Refurbishment Exclusion

Excluding losses arising from building works, renovation or refurbishment

CL16 - Stillage Warranty

It is warranted that all property stored in the premises is stored on racks, shelves and stillages not less than 6" (six inches) above floor level.

CL17 - Paint Spraying Warranty

It is warranted that:

All paint spraying to be conducted in booths of non-combustible material and positioned against an external wall.

All doors to be self-closing and kept closed during spraying.

Any glazing should be wired glass.

All electrical fittings in booths to be flamed proof and earthed.

All wiring should conform to Institute of Electrical Engineers' wiring regulations.

A current Institute of Electrical Engineers Certificate to be held and reissued every three years.

All paints residue to be cleaned off at least weekly.

Each booth to have a separate ventilation fan and duct discharging direct to the open air.

Motors not to be located in ducts.

CL18 - Auditorium Warranty

Warranted that the Assured carry out a thorough examination of the premises insured hereunder for smouldering matches, tobacco or other material at the close of business each day and for signed reports to be made thereon daily by the employee, or employees, detailed to make the examination and for such reports to be checked at least weekly by the Management. It is further warranted that all ashtrays and the like to be emptied into a lidded metal bins and the bins are removed from the buildings at the close of each day.

CL19 – Un-occupancy Conditions

Notwithstanding anything contained herewith it is hereby understood and agreed that coverage herein is limited to fire, lightning, explosion, aircraft only.

Warranted all mains services disconnected and all water pipes/tanks drained down.

Warranted premises secured against illegal entry.

All windows and doors shall be boarded or bricked up at ground level and other accessible windows so as to prevent un-authorized entry and firmly secured at other levels.

Warranted all letterboxes shall be sealed to prevent insertion of material.

Warranted premises shall be kept clear of all loose combustible materials

Warranted assured and/or his agent to visit premises once per week and carry out any work necessary to maintain security. A record of these visits is to be kept and produced to underwriters on demand

Warranted any defects following the aforementioned visit are rectified immediately

Warranted the contractors remove from the premises at the close of business all combustible waste materials

Warranted that contractors do not burn waste on the premises or within 100 metres of the premises

Warranted excluding loss or damage arising out of building operations, refurbishment or renovation

CL21 - Electrical Circuit Warranty

It is warranted that the electrical installation be inspected and tested at least once in every three years by a contractor approved by the National Inspection Council for Electrical Installation (N.I.C.E.I.C) and that any defects found be remedied forthwith in accordance with the regulations of the Institute of Electrical Engineers.

CL22 - Sprinkler and Fire Extinguishing Appliances Maintenance Clause

In consideration of the reduced premium at which this Insurance is written it is warranted that the Assured will, maintain the Sprinkler Installation(s) and other Fire Extinguishing Appliances specified in this policy in full working order during the currency of this Insurance, make a test every week for the purpose of ascertaining that the Alarm Gong is in full working order and that the Stop Valves controlling the Water Supplies are fully open, ensure that a test is made every twelve months to confirm that the Water Supplies are in order, and that the particulars of such tests are recorded, and remedy promptly any defect revealed by such tests.

Nevertheless this Policy shall not be invalidated by any defect in the Sprinkler Installation(s) or other Fire Extinguishing Appliances due to circumstances unknown to or beyond the control of the Assured.

CL23 - Restricted Perils Clause

Notwithstanding anything contained herein to the contrary the Insured perils granted by this certificate are limited to Fire, Lightning, Full Explosion and aircraft only.

The policy excess under the property section A is increased to £1,000 in respect of each
And every claim

CL 24 - Co Insurance Clause

Notwithstanding anything contained herein to the contrary it is noted and agreed that Theft is subject to _____ %

Co Insurance Clause with a minimum contribution by the insured of £_____ each and every claim.

CL 26 - Business Interruption – Theft cover

It is hereby deemed that the words “other than theft” are deleted from the first paragraph of Section B - Business Interruption.

CL30 – Theft limitation Clause

Underwriters will not be liable for losses caused by Theft or any attempt thereat if not

- a) involving entry to or exit from the Premises by forcible or violent means.
- b) following actual or threatened assault or violence to the Insured, the Insured's employees or any person lawfully on the Premises.

CL 31 – Theft from vehicles (applies to Section F only)

Underwriters will not be liable for theft or attempted theft from any unattended motor vehicle owned by the

Assured unless:

all doors, windows and all other points of access have been closed and all keys to doors, ignition or other services removed, and the event of the vehicle being a hatchback the insured item be contained in a locked boot, and

b) from 9.00pm to 6.00am the vehicle is in a guarded security park, securely locked building

CL 32 - 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.