

5.6.7 Risk Reduction Conditions

The **Insurer** shall be entitled to refuse to pay any **Claim** under the Material Damage Section if the following conditions are not complied with by the **Insured**:

(a) Protection, Preservation and Security of Property

The **Insured** must use the utmost diligence and take all practical steps to protect, recover and save property insured and minimise any actual or potential **Damage** when property has sustained or is in imminent danger of sustaining **Damage**.

The **Insured** must at all times maintain all property in a good, proper and workmanlike manner.

The **Insured** must ensure that all protection and security systems at the **Premises** (including all those that have been advised to the **Insurer**) are in force at all times.

(b) Waste and Refuse

All waste and refuse on the **Premises** must be cleaned up and removed from any building or other structure every day and, if combustible, kept at least six (6) clear metres away from any building or other structure. All waste and refuse must be removed from the **Premises** at least once every week.

(c) Stock in the Open

Any combustible stock not kept inside a building must be positioned at least six (6) clear metres away from any building or other structure.

(d) Skips and Containers

Any skips and other containers used for storing combustible waste, refuse or stock must be kept at least six (6) clear metres away from any building or other structure and must be chained securely to an immovable object (or to each other if there is more than one).

(e) Kitchens – Deep Fat Frying Ranges

Any deep fat frying ranges at the **Premises** must:

(1) be fitted with:

(i) a thermostat which prevents the temperature of cooking oils or fats rising above 205 degrees centigrade;

(ii) a cut-out device which automatically cuts out the heat source if the thermostat fails.

(2) be securely fixed and free from contact with combustible material (the same applies to all extraction hoods, canopies, flues and ducting).

(3) be wiped down at the end of each day.

(4) have all filters and grease traps cleaned inside and out at least once every month, with a written record kept and provided to the **Insurer** on request.

(5) have all extraction hoods, canopies, flues and ducting cleaned inside and out at least once every twelve (12) months by a specialist contractor, with a written record of the contractor's work kept and provided to the **Insurer** on request. All greasy waste and cloths must be kept in metal receptacles with metal lids during the day, taken outside the building at the end of each day, and removed from the **Premises** at least once every week.

(f) Kitchens – Cooking Fume Extraction Equipment

Any cooking fume extraction hoods, canopies, flues and ducting at the **Premises** must be cleaned inside and out at least once every twelve (12) months by a specialist contractor, with a written record of the contractor's work kept and provided to the **Insurer** on request.

All filters and grease traps used for cooking fume extraction must be cleaned inside and out at least once every month, with a written record kept and provided to the **Insurer** on request.

(g) Disco and Entertainment Events

Any disco or other live entertainment event hosted by the **Insured** at the **Premises** must not have more than 150 attendees and all DJs and other performers must hold public liability insurance in respect of their activities with a limit of liability of not less than GBP 2,000,000 any one **Occurrence**. It is the responsibility of the **Insured** to check that such insurance is in force.

(h) Electrical Inspections

All electrical systems at the **Premises** must, every three (3) years (or other timeframe if one is specified in the last inspection certificate), be inspected and tested by a member of the National Inspection Council for Electrical Installation Contracting in accordance with the regulations of the Institute of Electrical Engineers, and a copy of the inspection certificate kept and provided to the **Insurer** on request. All remedial work specified on the inspection certificate must be carried out within

60 days of the inspection, and a written record of the remedial work kept and provided to the **Insurer** on request. Any further re-inspection and testing specified on the inspection certificate must be carried out within the timeframe specified in the certificate, and a written record of the re-inspection and testing kept and provided to the **Insurer** on request.

(i) Flat Felt Roofing

Any flat felt roofing at the **Premises** must be inspected annually (during the period July to September inclusive) by a roofing contractor who is a member of the National Federation of Roofing Contractors or similar professional association, and written evidence of the inspection kept and provided to the **Insurer** on request. All remedial work specified by the contractor must be carried out within 60 days of the inspection, and a written record of the remedial work kept and provided to the **Insurer** on request.

(j) Fire Extinguishing Appliances

Any fire extinguishing appliances at the **Premises** must be regularly inspected and kept in full working order in accordance with the manufacturer's instructions, with a written record kept and provided to the **Insurer** on request.

(k) Fire Protection and Suppression Systems

Any sprinkler or fire alarm installations and any other fire protection or suppression system at the **Premises** must be kept in full working order in accordance with the manufacturer's instructions and tested and maintained in accordance with British Standard BS EN 12845. The **Insurer's** prior written consent must be obtained to any proposed repairs, changes or alterations to any system. Written records of all system inspections, tests, and remedial work must be kept and provided to the **Insurer** on request. The **Insurer** must be notified as soon as practicable where the system is to be taken out of service for maintenance or is prevented from operating for any other reason (including for example where there is a loss of mains water supply).

(l) Flammable Storage

Liquids or other substances with a flash point below thirty two (32) degrees centigrade must not be stored anywhere at the **Premises** unless they are stored in metal or plastic vessels of no more than two (2) litres capacity specifically constructed for that purpose with a lid, tap or other closing device in operation whenever the vessel is not in use. Cellulose nitrate must not be used or stored at the **Premises**.

(m) Heaters

Any heaters used at the **Premises** must:

(1) be kept at least two (2) clear metres away from any combustible items.

(2) have any gas bottle changed in accordance with the Calor Gas Users Code of Practice or filled only in accordance with the manufacturer's instructions.

(3) in the case of paraffin heaters, be filled only when cold.

(4) in the case of wood burning stoves, be surrounded completely with a wire mesh fire guard.

(5) be cleaned and maintained in accordance with the manufacturer's instructions.

(6) have a nine (9) litre foam extinguisher or a five (5) kilogram dry powder extinguisher installed nearby. Written records of all cleaning and maintenance work must be kept and provided to

the **Insurer** on request.

(n) **Protection of Pipes and Tanks**

All pipework and tanks at the **Premises** must be kept adequately lagged.

(o) **Smoking Materials**

Any designated smoking areas at the **Premises** must be inspected at the close of business each day for unextinguished smoking materials and any such materials must be extinguished and safely disposed of.

(p) **Intruder Alarms**

Any **Intruder Alarm System** at the **Premises** must be set in its entirety outside **Business Hours**.

The **Intruder Alarm System** must be tested and maintained in accordance with the manufacturer's instructions.

There must be a maintenance contract in force during the **Period of Insurance** with a member of the National Security Inspectorate who has an emergency service facility. All remedial work specified by the maintenance contractor following any inspection must be carried out within sixty (60) days of that inspection.

Written records of testing, inspections and any remedial work must be kept and provided to the **Insurer** on request.

The **Insurer's** prior written consent must be obtained to any proposed repairs, changes or alterations to the **Intruder Alarm System** or to the maintenance contractor's emergency service facility.

If the police issue a warning that they may not respond to future activations of the **Intruder Alarm System**, the **Insured** must notify the **Insurer** as soon as practicable.

If the **Intruder Alarm System** ceases to function for whatever reason (whether due to a defect or otherwise), or if the police issue confirmation that they will not respond to future activations, the **Insured** must:

- (1) notify the **Insurer** as soon as practicable.
- (2) arrange any additional temporary security precautions and safeguards which the **Insurer** reasonably requires.
- (3) not leave the **Premises** unattended without the prior written consent of the **Insurer**.
- (4) notify the maintenance contractor as soon as practicable and arrange for any remedial work to be carried out.

For the purpose of this condition, "**Intruder Alarm System**" shall mean the entire alarm system including all its component parts and any signal transmission equipment.

(q) Stillage

All stock and materials in trade covered under the Stock Specification, and items covered under the Frozen or Refrigerated Goods Specification, must be stored on wooden pallets or metal racking so that it is at least fifteen (15) cm above floor level.

(r) Weakening of Support

The **Insured** must notify the **Insurer** as soon as practicable after they become aware of any demolition, groundwork, excavation or construction being carried out on any site adjoining the **Premises**.

(s) Machinery, Plant and Equipment Inspection

Any machinery, plant or equipment which is required to be inspected periodically by an engineer qualified for the purpose in order to comply with any statutory regulation or by-law must be the subject of an insurance or other contract providing the required inspection service.

(t) Minimum Security Protections

In respect of buildings covered under the Buildings Specification:

- (1) all final exit timber doors must (i) have frames which are at least 45mm thick,
(ii) be fitted with mortice deadlocks which conform to British Standard 3621:1980 for thief resistant locks; and (iii) if double leaf, also be fitted with security bolts at the top and bottom of their first closing leaf;
- (2) all final exit aluminium doors must (i) be fitted with a swing bolt mortice lock; and (ii) if double leaf, also be fitted with security bolts at the top and bottom of their first closing leaf;

(3) all other external or internal doors leading to common areas or other premises must be fitted with key operated security bolts at the top and bottom; and

(4) all windows on the ground floor and/or which are accessible from roofs, fire escapes or downpipes must be fitted with key operated locks or bars or grilles.

Requirements (1) – (4) above do not apply to any door or window officially designated by the fire authority as a fire exit.

In respect of purpose-built shipping containers covered under the Ancillary Buildings Specification used for storage:

(1) both access doors must be fitted with at least one (1) Mul-T-Lock closed shackle padlock (minimum CEN Grade 3 rating) on each leaf; and

(2) the central closing point where both doors meet must be fitted with at least one (1) Mul-T-Lock slide bolt lock (minimum CEN Grade 4 rating) incorporating a metal covering box.

In respect of any other structures covered under the Ancillary Buildings

Specification, security measures must be fitted to protect those structures from unauthorised access.

(u) **Unoccupied Property**

The **Insured** must take the following steps in respect of any building or structure covered under the Buildings or Ancillary Buildings Specifications which is or becomes vacant or unoccupied for a period of thirty (30) consecutive days or more:

(1) notify the **Insurer**.

(2) disconnect all electricity (save as required to maintain protection and security systems), gas and water main supplies.

(3) drain all water and heating systems.

(4) lock all outside doors, seal all letterboxes and other openings, and close and secure all windows (and in the case of buildings or structures not in normal occupation for a period of more than six (6) months, board up all ground floor windows and, save for one access door, all outside doors).

(5) remove all combustible waste or other materials and gas bottles.

(6) carry out an internal visit to the building or structure every seven (7) days, remedy any defects found, and keep a record of visits and remedial work for provision to the **Insurer** on request.

Buildings or other structures in normal use but closed outside **Business Hours** or for holidays or weekends for less than thirty (30) consecutive days are not considered vacant or unoccupied.