

KennCo Underwriting Ltd.

Material Damage Endorsements

M001 -Waste Condition

It is a condition 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 Condition

It is a condition that all combustible trade waste and refuse will be removed from the buildings every night.

M003 - Weekly Waste Condition

It is a condition 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.

M003B - Waste Condition

It is a condition of this Policy that:

- a) All oily and/or greasy waste and used cleaning cloths which remain in the building overnight be kept in metal receptacles with metal lids and removed from the buildings at least once a week; and
- b) All other 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 Condition

It is a condition 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 Condition

It is a condition 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 Condition

It is a condition that a thorough examination of the buildings and smoking receptacles for smoking/smouldering 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 Condition

It is a condition 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 at least once every six months by a specialist contractor;
- 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 Condition

It is a condition 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 annually by a specialist contractor;
- 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
 - a) 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 Condition

It is a condition 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 Company's 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 Condition

It is a condition 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 Condition

It is a condition 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 Condition

It is a condition 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.

M012B - Spray Painting Condition

It is a condition that all spraying of paints or varnishes that are solvent based and/or have a flash point below 32°C comply with the following:

- Any spray painting must be carried out in an appropriate spray painting booth or spray painting room.*
- If direct (rather than indirect) heating is required in the booth it must be appropriate for the location and Ex rated.*
- The spray painting booth or room shall be substantially constructed of steel or concrete, securely and rigidly supported.
- The safety of the spray painting booth or room must be verified by a person/organisation that is competent in the field of explosion protection.
- The spraying area must be adequately ventilated to open air.
- Filters to be changed when necessary (frequency of filter changes to be determined by manufacture's guidance and nature and frequency of spraying operations).
- Extraction system to be maintained in accordance with the manufacturer's specification.

- All wiring and electrical fittings must be appropriately Ex rated **
- Only one day's supply of flammables will be kept in the spraying area.
- 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.
- Smoking will be prohibited in the areas where paint processes are carried out and signs to this effect will be prominently displayed.
- Employees working in the spray painting booth or room have been provided with adequate work clothing that does not create an electrostatic risk.
- Employees working in the spray painting booth or room have been provided with training in line with ATEX regulations and a record of this training is maintained.**

* You must consult a competent person/contractor to ensure that the spray painting booth or room and the heating that is used therein is appropriate.

**Ex rating and ATEX regulations in general are explained in more detail on the H.S.A. website here:

https://www.hsa.ie/eng/topics/atex/atex_regulations_-_frequently_asked_questions/

Should this website be moved or removed it is the policyholder's responsibility to ensure to keep up to date with all relevant guidelines and requirements.

M013 - No Painting Condition

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

M013B - Painting Condition

It is a condition that there is no Spray Painting or Surface Treatments involving the use of Highly Flammable Liquids, with the exception of light touch-ups only subject to the following conditions:

- The spraying area must be adequately ventilated to open air, including a working and well maintained extractor fan.
- Filters to be changed when necessary (frequency of filter changes to be determined by manufacture's guidance).
- Extraction system to be maintained in accordance with the manufacturer's specification.
- All flammables when not in use 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.
- Smoking will be prohibited in the areas where paint processes are carried out and signs to this effect will be prominently displayed.
- There are no portable heaters used.
- **Ex rating and ATEX regulations are followed.

**Ex rating and ATEX regulations in general are explained in more detail on the H.S.A. website here:

https://www.hsa.ie/eng/topics/atex/atex_regulations_-_frequently_asked_questions/

Should this website be moved or removed it is the policyholder's responsibility to ensure to keep up to date with all relevant guidelines and requirements.

M014 - Composite Panel Condition

It is a condition 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 Condition and Parts & Accessories Condition

Subject to Stealing cover operating:

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the business 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 unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) The first €750 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**

M015B - Vehicles in the Open Condition

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** whilst such vehicles are stored in the **Compound** or **Forecourt** at the **Premises** provided that the **Company** will not be responsible for:

- a) Stealing unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) The first €750 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**

M015C - Vehicles in the Open Condition (€1,750 Forecourt Excess)

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** whilst such vehicles are stored in the **Compound** or **Forecourt** at the **Premises** provided that the **Company** will not be responsible for:

- a) Stealing unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) In respect of vehicles stored in the locked **Compound** or **Buildings**: The first €750 of each and every loss in respect of **DAMAGE** to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**
- f) In respect of vehicles stored in the **Forecourt**: The first €1,750 of each and every loss in respect of **DAMAGE** to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**

M015D - Vehicles in the Open Condition (€2,500 Forecourt Excess)

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** whilst such vehicles are stored in the **Compound** or **Forecourt** at the **Premises** provided that the **Company** will not be responsible for:

- a) Stealing unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong

- e) In respect of vehicles stored in the locked **Compound** or **Buildings**: The first €750 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**
- f) In respect of vehicles stored in the **Forecourt**: The first €2,500 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**

M015E - Vehicles in the Open Condition and Parts & Accessories Condition (€1,500 Excess)

Subject to Stealing cover operating:

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** 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 unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) The first €1,500 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of vehicles, parts, spare parts or accessories belonging to **vehicles**

M015F - Vehicles in the Open Condition and Parts & Accessories Condition (€2,000 Excess)

Subject to Stealing cover operating:

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** 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 unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means

- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) The first €2,000 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of vehicles, parts, spare parts or accessories belonging to **vehicles**

M015G - Vehicles in the Open Condition and Parts & Accessories Condition (€2,500 Excess)

Subject to Stealing cover operating:

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** 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 unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) The first €2,500 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of vehicles, parts, spare parts or accessories belonging to **vehicles**

M015H - Vehicles in the Open Condition and Parts & Accessories Condition (€5,000 Excess)

Subject to Stealing cover operating:

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** 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 unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) The first €5,000 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of vehicles, parts, spare parts or accessories belonging to **vehicles**

M015I - Vehicles in the Open Condition and Parts & Accessories Condition (Special Types Excess)

Subject to Stealing cover operating:

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the business 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 unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) The first €750 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**

- f) The first €5,000 of each and every loss in respect of DAMAGE to Special Type Vehicles/Machinery not kept in locked **buildings** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**

M015J - Vehicles in the Open Condition (Varying Forecourt Excesses)

Subject to Stealing cover operating:

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** whilst such vehicles are stored in the **Compound** or **Forecourt** at the **Premises** provided that the **Company** will not be responsible for:

- a) Stealing unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong
- e) For vehicles stored in the locked **Compound** or **Buildings**: The first €750 of each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**
- f) For vehicles stored in the **Forecourt**, the below excesses will apply for each and every loss in respect of DAMAGE to **vehicles** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or accessories belonging to **vehicles**:
 - Where the total loss is €20,000 or less, a €5,000 excess will apply to the entire claim
 - Where the total loss is between €20,001 and €75,000, a €15,000 excess will apply to the entire claim
 - Where the total loss is €75,001 or more, a €30,000 excess will apply to the entire claim

M015K - Vehicles in the Open Condition (No Cover in Forecourt out of Hours)

Subject to Stealing cover operating:

This Section extends to cover stealing of **vehicles** owned by the **Insured** or in their custody or control in connection with the **business** whilst such vehicles are stored in the **Insured's Buildings** and/or **Compound** outside of business hours, and/or the **Forecourt** during business hours only, provided that the Company will not be responsible for:

- a) Stealing unless entry into or exit from the **Buildings** and/or locked **Compound** is by forcible and/or violent means
- b) Stealing of **vehicles** 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 and accessories belonging to **vehicles** or any contents contained within the **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
- d) Stealing of parts, spare parts and accessories belonging to **vehicles** or any contents contained within the **vehicles** outside business hours unless stolen with the **vehicle** to which they belong. It is noted that there is no cover for **vehicles** or any contents contained therein located on the **Forecourt** outside of business hours.
- e) The first €750 of each and every loss in respect of DAMAGE to **vehicles** in the **Buildings** and/or locked **Compound** outside of business hours following malicious damage to or stealing or attempted stealing of **vehicles**, parts, spare parts or 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.

M016B - Interested Party

It is hereby noted and agreed that the interest of NextGear Capital UK Ltd. is noted in respect of vehicles and/or stock/contents for which they have provided finance, together with the within named **Insured** for their respective rights and interests.

M016C - Interested Party

It is hereby noted and agreed that the Interest of [Bank Name] is noted in the Buildings together with the within named Insured for their respective rights and interests. It is further noted that in respect of losses relating to the Buildings under the Material Damage Section of the policy which are in excess of €50,000 we will issue claims settlement payments in the joint names of the policyholder and lending institution.

M017 – Flat Roof Condition

It is a condition 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.

M018 - Storage of Flammable Liquids Condition

It is a condition that all flammable liquids are:

- Stored in suitably labelled metal containers and located in a purpose built fire compartment;
- The fire compartment in which the flammable liquids, in sealed metal containers, are stored must:
 - Be separated from the rest of the building by partitions which have a fire resistance rating of at least one hour;
 - Have self-closing doors
 - Be designed to retain spills (110% of the volume stored)
 - Have continuous mechanical or natural ventilation to the outdoors by upper and lower exterior wall gravity louvres
 - Be free of ignition sources
 - Be labelled with suitable warning signs

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 €2,000.

M020A – Goods in Trust Restriction

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 €2,000.

It is also hereby noted that any DAMAGE to wedding dresses is excluded.

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 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.

M023B - Unoccupancy Condition

It is a condition 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 whichever is the latter;
- c) will inspect the premises internally and externally weekly 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;

- 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.

M024B – Trace & Access (€10,000)

It is hereby noted and agreed that the Company will pay up to €10,000 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.

M024C – Trace & Access (€20,000)

It is hereby noted and agreed that the Company will pay up to €20,000 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.

M024D – Trace & Access (€25,000)

It is hereby noted and agreed that the Company will pay up to €25,000 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.

M024E – Trace & Access (€30,000)

It is hereby noted and agreed that the Company will pay up to €30,000 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 a condition that:

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

M025B - Cooking Restrictions

It is a condition that:

- a) There is no cooking in bedrooms
- b) All residents are shown how to use cooking facilities in the self- catering kitchen area before they use same themselves and a record of such training is recorded and kept.

M025C - Cooking Restrictions

It is a condition that:

- a) There is no cooking in bedrooms
- b) There is no use of Deep Fat Fryers on the premise
- c) All rooms be inspected daily and all defects be remedied immediately

M026 – Contents/Stock

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

M027 – Unoccupancy Condition – Vacant Premises

It is a condition 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

M028 – Stillage Condition

It is a condition that all stock as defined be stored on racks, tables, shelves or stillages the storage surface of which is at least six inches above floor level.

M029 - Stock in the Open

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

M029A – Contents and Stock in the Open

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

M029B - Stock in the Open (Tyres)

Cover in respect of Stock of Tyres in the open or outside of locked **buildings** is restricted to Fire only.

Fire only cover also applies to Tyres that may be kept in steel containers, Portacabins or any other containers outside of the main **buildings**.

M029C Property in the Open

It is hereby noted and agreed that cover in respect of all property in the open is restricted to Fire, Lightning, Aircraft and Explosion only.

M030 – Central Heating Condition

It is a condition that the central heating system is set to be automatically brought into use on all floors daily during the months of October through to March by means of a time switch with the thermostat set to a minimum temperature of 55 degrees Fahrenheit and any loft hatch or door is left open where fitted. An adequate amount of fuel must be maintained to ensure compliance with this warranty.

M031 – Inspection Condition

It is a condition that the premises are visited and inspected internally and externally daily by a responsible adult during the months of October through to March.

M032 – Larceny Exclusion

It is hereby noted and agreed that cover in respect of larceny is excluded

M033 – Smoke Damage

It is a condition that the company shall not be liable for smoke damage unless a fire actually ensues.

M034 – Seasonal Increase

It is hereby declared and agreed that the Stock Sum Insured shall be increased by _____ during the months of _____, and _____.

M034B – Seasonal Increase

It is hereby declared and agreed that the Stock of Vehicles Sums Insured shall be increased by 30% during the months of November, December, January, June, July and August.

M034C – Seasonal Increase (20%)

It is hereby declared and agreed that the Stock of Vehicles Sums Insured shall be increased by 20% during the months of November, December, January, June, July and August.

M034D – Seasonal Increase

It is hereby declared and agreed that the Stock of Vehicles Sums Insured shall be increased by 30% during the months of December, January, February, June, July and August.

M035 – Subrogation Waiver

The Subrogation Waiver contained in this policy is deleted and replaced by the following: SUBROGATION RIGHTS

Notwithstanding anything contained in this policy to the contrary it is agreed that subject to the undernoted Special Conditions the Company shall not pursue rights to which it may become subrogated as Insurers of the Landlord against the Tenant (named below) of properties insured by this policy during the course of such tenancies.

SPECIAL CONDITIONS

1. This waiver shall not apply unless the Tenant is responsible for reimbursing the landlord for premiums paid in respect of the premises in their demise.
2. Nothing in this memorandum shall limit or extinguish any rights to which the Company may become subrogated against the Tenant in respect of loss destruction or damage occasioned by or contributed to by fraudulent or criminal or malicious act.

3. This memorandum shall not apply in respect of destruction or damage (other than by fire) directly caused by impact by any road vehicle belonging to our under the control of the Tenant or the Tenant's employees. Tenant Blankfill in here Address: Blank fill in here

M036 – Household Goods Condition

Please refer to Endorsement number 1 attached.

M037- Vehicles in the open

The Company will not indemnify the **Insured** in respect of DAMAGE to vehicles which are not located in the **Insured's** locked **Buildings** and/or locked **Compound** and that occurs outside of normal business hours.

M038 – Smoke Alarm Condition

It is a condition in respect of this Policy for DAMAGE that the Buildings are fitted with mains powered smoke alarm system and that:

- a) the system relays either to a central monitoring station or the mobile phones of at least two directors
- b) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company

M038A – Heat Detection Condition

It is a condition in respect of this Policy for DAMAGE that the Buildings are fitted with mains powered heat detection system and that:

- a) the system relays to a central monitoring station
- b) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company

M039 – Flood Exclusion

The company will not indemnify the Insured in respect of DAMAGE to the property insured by this section which is caused by or which is attributable to Flood. For the purpose of this exclusion flood is defined as any inundation of water, such as, from rivers, lakes and sea or from artificial watercourses such as drains and sewers or from overland flow.

Examples of floods include (but are not limited to):

- Sewers backing up and water or sewage entering property through drains and toilets;
- Temporary rise in ground water levels;
- Heavy rain causing flash flooding;
- Water running off third party land;
- River bursting its banks.

M039A – Flood Condition

The company will not indemnify the Insured in respect of DAMAGE to the property insured by this section which is caused by or which is attributable to Flood unless there are purpose built flood barriers in place on all entry and exit points of the premises.

For the purpose of this condition flood is defined as any inundation of water, such as, from rivers, lakes and sea or from artificial watercourses such as drains and sewers or from overland flow. Examples of floods include (but are not limited to):

- Sewers backing up and water or sewage entering property through drains and toilets;
- Temporary rise in ground water levels;
- Heavy rain causing flash flooding;
- Water running off third party land;
- River bursting its banks.

M040 - Ansul Fire Suppression System Requirement

It is a condition in respect of this Policy to pay for DAMAGE to the Property Insured that:

- The cooking areas are protected by fully operational Ansul Fire Suppression System;
- The Ansul Fire Suppression System are serviced and maintained by a suitably qualified person in accordance with the manufacturers instructions;
- A record is retained of all services and maintenance work undertaken.

M041- Intruder Alarm Requirement – Link to CMS

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 addresses provided that the Buildings are fitted with an intruder alarm and the intruder alarm is linked to a Central Monitoring Station and operated and maintained in accordance with Clause 15 – Intruder Alarm of Section 1 of the Policy.

M042 – Portacabin

It is hereby noted and agreed that cover for any portacabin and the contents contained therein is restricted to Fire Only.

M042B – Portacabin Exclusion

It is noted and agreed that cover for any portacabin and the contents contained therein is excluded under the policy.

M042C – Portacabin Exclusion

It is hereby noted and agreed that cover for any portacabin and the contents contained therein is restricted to Fire Lightning, Explosion and Aircraft cover only.

M043 – Dry Cleaning & Laundry Condition

It is a condition that:

- Laundry shall not be left in drying machines after the process is finished and shall be removed immediately
- Drying machines shall always be unloaded and left empty overnight
- No drying machines connected to the laundry process shall be in operation within one hour of the close of business
- All articles must be aired for a minimum of 60 minutes before being folded

M043A - Dry Cleaning & Laundry Condition

It is a condition that:

- Laundry shall not be left in drying machines after the process is finished and shall be removed immediately
- Drying machines shall always be unloaded and left empty overnight
- No drying machines connected to the laundry process shall be in operation within 30 minutes of the close of business
- All articles must be aired for a minimum of 30 minutes before being folded

M045 – Wood Waste Burner Condition

It is a condition that:

- All wood waste burners will be installed, used, maintained and cleaned in accordance with the manufacturer's instructions;
- All wood waste burners and flues will be kept securely fixed and free from contact with any combustible materials;
- Where flues 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;
- A Multi-purpose fire extinguisher will be kept in close proximity to the burner and maintained ready for use;
- All wood waste burners are completely extinguished at a minimum of one hour before the premises are vacated every day.

M045B – Burner Condition

It is a condition that:

- All burners will be installed, used, maintained and cleaned in accordance with the manufacturer's instructions;
- All burners and flues will be kept securely fixed and free from contact with any combustible materials;
- Where flues 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;
- A multi-purpose fire extinguisher will be kept in close proximity to the burner and maintained ready for use;
- All burners are completely extinguished at a minimum of one hour before the premises are vacated every day.

M046 – Unoccupancy Condition

It is a condition that in respect of buildings or parts thereof which are or become unoccupied that:

- a) The Insured will notify the Company as soon as possible when the Insured becomes aware that a Building is empty and of any damage to the Building whether or not such damage is insured or not.
- 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) The Buildings will be inspected internally weekly and any damage repaired immediately;
- d) all gas, water and electricity mains supplies are kept disconnected (except those supplies required to maintain the operation of automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes);
- e) all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems are drained down;
- f) all tanks containing fuel or other flammable liquids are drained and purged unless fuel is required to run a heating system(s) that is in use to prevent sprinkler system pipes from freezing;
- g) all trade refuse and waste materials are removed from the interior of the Premises and no accumulation of refuse and waste be allowed in the adjoining yards or space 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 Company's prior agreement in writing;
- i) The Insured will implement any additional protections the Company may require within the time scales specified;

M047 - COVID 19 Unoccupied Premises Conditions (Commercial Combined)

It is a condition of this Policy that if the Premises are temporarily Unoccupied due to the COVID-19 situation:

The **Insured** must ensure;

- a) all gas, water and electricity mains supplies are kept disconnected (except those supplies required to maintain the operation of automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes), and
- b) all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems are drained down, and
- c) all tanks containing fuel or other flammable liquids are drained and purged unless fuel is required to run a heating system(s) that is in use to prevent sprinkler system pipes from freezing.

Otherwise all claims for **DAMAGE** or Liability caused by or arising from the contingencies below will be excluded:

- a) Fire;
- b) Explosion;
- c) Overflowing, discharge or leaking of any sprinkler apparatus;
- d) Escape of water from any tank, apparatus or pipe

If it is a condition of this Policy that the Buildings must be regularly inspected the Company agree that the condition is suspended in the event that the inspection(s) cannot be carried out due to government restrictions on the movement of people.

These conditions will be of no effect beyond the 31st March 2021 unless specifically agreed in writing by the **Company**.

M048 - COVID 19 Unoccupied Premises Conditions (Property Owners)

It is a condition of this Policy that if the Premises are temporarily Unoccupied due to the COVID-19 situation that the Insured must ensure:

- a) that You shall secure the Buildings and rectify any defects which render the Buildings insecure; and
- b) that the gas, water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation).

Otherwise all claims for **DAMAGE** or Liability caused by or arising from the contingencies below will be excluded:

- a) Fire;
- b) Explosion;
- c) Overflowing, discharge or leaking of any sprinkler apparatus;
- d) Escape of water from any tank, apparatus or pipe

If it is a condition of this Policy that the Buildings must be regularly inspected the Company agree that the condition is suspended in the event that the inspection(s) cannot be carried out due to government restrictions on the movement of people.

These conditions will be of no effect beyond the 31st March 2021 unless specifically agreed in writing by the **Company**.

M050 - Fire Break Condition

It is a condition that the following parking / storage conditions be fully complied with:

- a) Minimum of 5 metre breaks between blocks of vehicles
- b) Maximum of 4 vehicles to be parked up together in each block
- c) Maximum of 2 high value vehicles parked adjacent to one another

Cover is subject to a satisfactory risk management survey by an AXA in-house surveyor and all actionable requirements from the survey must be completed as per the agreed timeline.

For the purpose of this endorsement a high value vehicle is any vehicle with a market value in excess of €50,000.

M050B - Fire Break Condition for Tyres

It is a condition that the following storage conditions be fully complied with in respect of tyres stored in the open:

- a) Minimum of 5 metre breaks between blocks of tyres
- b) Maximum of €50,000 worth of tyres per block

M051 Compound Definition

It is noted and agreed that the definition of a **Compound** is amended to the following:

“Compound: *An area that is completely and entirely enclosed by walls, gates or fences.”*

M051B - Compound Definition

It is noted and agreed that the definition of a **Compound** is amended to the following:

“Compound: *An area that is completely and entirely enclosed by walls, gates, or fences or bollards.”*

M051C - Compound Definition

It is noted and agreed that the definition of a **Compound** is amended to the following:

*“**Compound:** An area that is completely and entirely enclosed by walls, gates, fences, bollards or similar, and that there is an agreement in writing in place as to the Compound specifications between KennCo and the Insured or Broker.”*

M052 - Limit Per Vehicle - €130,000

It is noted and agreed that the maximum liability for any one vehicle under the policy shall not exceed €130,000.

M052B - Limit Per Vehicle - €100,000

It is noted and agreed that the maximum liability for any one vehicle under the policy shall not exceed €100,000.

M052C - Limit Per Vehicle - €150,000

It is noted and agreed that the maximum liability for any one vehicle under the policy shall not exceed €150,000.

M052D - Limit Per Vehicle - €200,000

It is noted and agreed that the maximum liability for any one vehicle under the policy shall not exceed €200,000.

M054 - Portable Tools

We shall not be liable for theft or attempted theft outside of business hours or whilst the premises are unattended unless all portable tools (including employee's tools if shown in the schedule) are kept in a locked chest or cabinet which is physically secured to the fabric of the building by either:

- a) chains to 'sold secure' gold standard, or
- b) by means of a bar with a minimum thickness of 6mm and a closed shackle padlock conforming to CEN grade 4 minimum, or
- c) by a method agreed by us in writing.

M054B - Portable Tools (€1,500 Excess)

We shall not be liable for theft or attempted theft outside of business hours or whilst the premises are unattended unless all portable tools (including employee's tools if shown in the schedule) are kept in a locked chest or cabinet which is physically secured to the fabric of the building by either:

- a) chains to 'sold secure' gold standard, or
- b) by means of a bar with a minimum thickness of 6mm and a closed shackle padlock conforming to CEN grade 4 minimum, or
- c) by a method agreed by us in writing.

It is also noted that an each and every excess of €1,500 applies to any loss or DAMAGE to portable tools.

M055 - Stock of Fuel – Fire Only

It is noted and agreed that cover for stock of fuel kept in underground tanks is restricted to Fire Only.

M056 – General Conditions Accommodation Centres

It is a condition that:-

- a) All rooms are inspected at least once a week and all defects remedied immediately
- b) There is no cooking in the bedrooms
- c) There is no cooking equipment in the bedrooms
- d) The kitchens are always supervised by the Insured when guests have access thereto
- e) All open fireplaces in bedrooms/apartments are sealed to prevent use
- f) All fire exits are neither obstructed nor locked

M056A – General Conditions Accommodation Centres

It is a condition that:-

- a) All rooms are inspected weekly and any defects remedied immediately
- b) There is no cooking in the bedrooms
- c) There is no cooking equipment in the bedrooms
- d) Residents are shown how to use the cooking facilities in the self-catering kitchen
- e) All open fireplaces in bedrooms/apartments are sealed to prevent use
- f) All fire exits are neither obstructed nor locked

M056B – General Conditions Accommodation Centres

It is a condition that:-

- a) There is no cooking in the bedrooms
- b) There is no cooking equipment in the bedrooms
- c) There is no use of deep fat fryers in the Buildings
- d) All open fireplaces in bedrooms/apartments are sealed to prevent use
- e) All fire exits are neither obstructed nor locked

M057 - Storm Exclusion

The Company will not indemnify the **Insured** in respect of DAMAGE to the property insured by this section which is caused by or which is attributable to storm.

M058 Motorcycles Condition

It is noted and agreed that there is no cover for loss or DAMAGE to motorcycles that are not kept the **Insured's** locked **Buildings** outside of business hours.

M059 Floating Stock

It is noted and agreed that the Stock of Vehicles Sums Insured will float between the risk addresses noted on the Schedule.

M059A Floating Stock

It is noted and agreed that the insured Machinery & Stock will float between the risk addresses noted on the Schedule.

M059B Floating Stock

It is noted and agreed that the Stock of Tyres Sums Insured will float between the risk addresses noted on the Schedule.

M059C Floating Stock

It is noted and agreed that the Stock Sums Insured will float between the risk addresses noted on the Schedule.

M060 – Limit for Vehicles in the Open - €80,000

It is noted and agreed that the maximum liability for any one vehicle which is not kept in a locked **Building** outside of opening hours is €80,000.

M060B – Limit for Vehicles in the Open - €100,000

It is noted and agreed that the maximum liability for any one vehicle which is not kept in a locked **Building** outside of opening hours is €100,000.

M060C – Limit for Vehicles in the Open - €150,000

It is noted and agreed that the maximum liability for any one vehicle which is not kept in a locked **Building** outside of opening hours is €150,000.

M061 – Property Seizure/Repossessions Exclusion

It is a condition that the **Insured** does not undertake any work for, or on behalf of, or connected to the following parties:

- An Gardaí Síochana
- Any party engaged in property repossessions or seizures

The Company shall not indemnify the **Insured** against loss or DAMAGE arising from, following, or in connection with the above.

M062A – Arson Limit of Indemnity €50,000

The maximum indemnity amount in any one Period of Insurance in respect of deliberate acts of arson is noted at €50,000.

M062B – Arson Limit of Indemnity €100,000

The maximum indemnity amount in any one Period of Insurance in respect of deliberate acts of arson is noted at €100,000.

M062C – Arson Limit of Indemnity €200,000

The maximum indemnity amount in any one Period of Insurance in respect of deliberate acts of arson is noted at €200,000.

M063 – Combustible Items

It is noted and agreed that combustible products and items in the open including but not limited to tyres, pallets and waste will not be stored within 10 metres of any building, workshop or vehicle.

M063B – Combustible Items (5 metres)

It is noted and agreed that combustible products and items in the open including but not limited to tyres, pallets and waste will not be stored within 5 metres of any building, workshop or vehicle.

M064 – Water Leakage / Storm Exclusion

The Company will not indemnify the **Insured** in respect of DAMAGE to the property insured by this section which is caused by or which is attributable to storm or water leakage or water ingress into the building.

M065 – Premises Condition (Recently Unoccupied)

It is a condition that:-

- a) The buildings are inspected internally weekly and the **Insured** will notify the Company immediately the Insured becomes aware of any damage/defects to the building/property even if such damage is not insured
- b) At the time of going on cover there are no defects / there is no known damage at the premises
- c) All services will be kept switched off at the mains and the **Insured** will notify the Company in advance of any changes to this. It is understood and agreed that a RECI registered electrical contractor will be required to inspect and sign off on the premises prior to any services being reconnected.
- 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

M066 – Rally / Race / Drift Cars Exclusion

There is no cover for loss or DAMAGE in respect of vehicles that fit the below:

- Vehicles modified for off road activities
- Race/Rally/Drift/Motorsport prepared vehicles

M066B – Rally Cars Exclusion

The Company shall not indemnify the **Insured** against loss or damages arising from, out of, or in connection with race or rally cars or associated equipment.

M067 – Vehicles in Locked Buildings

It is noted and agreed that there is no cover for loss or DAMAGE to vehicles with a value exceeding €50,000 unless they are kept in locked **Buildings** outside of business hours. If the alarm warranty applies, it is a condition that the alarm is activated outside of business hours for cover to operate.

M068 Vehicle Tracker & Immobiliser

Unless otherwise agreed in writing with KennCo Underwriting it is a condition that all vehicles with a value of €100,000 or more be fitted with a Vehicle Tracker and Immobiliser.

We will not pay for loss of or damage to the *Insured Vehicle* if it is stolen unless the Tracking Device and Immobiliser are both fully operational and activated when the vehicle is not in use. Following a claim, the full set of vehicle keys and all relevant activating accessories must be provided to us. If any key or activating accessory has been lost or destroyed there will be no cover unless we have already been notified in writing of such a loss.

M069 Electrical Safety

It is a condition that the **Insured** adheres to the guidance note on Periodic Inspection and Testing of Electrical Installations required by the 2007 Safety Health and Welfare at Work (General Application) Regulations, or any subsequent guidance or regulations which are issued:

http://www.hsa.ie/eng/Topics/Electricity/Guidance-Note_on_Periodic_Inspection_and_Testing_.pdf

It is a condition that the installation is inspected, confirmed as adequate for the occupation and maintained appropriately. This must be done by a RECI registered electrical contractor in accordance with the guidance.

M070 Camper Vans

It is hereby noted and agreed that the Insured vehicle being a camper van or motor home type vehicle then the Company shall not be liable in respect of any loss arising in respect of Fire damage arising out of or in connection with any heating lighting or cooking appliance.

M071 Debris Removal (€50,000)

It is hereby noted and agreed that the maximum costs associated with the REMOVAL OF DEBRIS as per the Special Clauses Conditions and Extensions Applicable to Section 1 in the Policy Booklet are capped at €50,000.

M071B Debris Removal (€65,000)

It is hereby noted and agreed that the maximum costs associated with the REMOVAL OF DEBRIS as per the Special Clauses Conditions and Extensions Applicable to Section 1 in the Policy Booklet are capped at €65,000.

M072 – Tyres Condition

It is a condition unless otherwise agreed in writing with KennCo, that the **Insured** complies with the following:

- All tyres (new, used, or otherwise) which are stored indoors must be stored on racking which is fixed to the floors/walls
- All other used tyres are to be kept at least 10 metres from any vehicle or building outside of business opening hours, and they must be stored in the **Insured's** locked **compound** or a steel container, stacked no more than 1.5m high
- All used tyres are to be removed from the premises weekly by an authorised tyre collector who is compliant with all relevant regulations

M072B – Tyres Condition

It is a condition, unless otherwise agreed in writing with KennCo, that the **Insured** complies with the following:

- All tyres (new, used, or otherwise) which are stored indoors must be stored on racking which is fixed to the floors/walls
- There will be a maximum of 100 used tyres stored inside the **building** at any one time
- All used tyres are to be removed from the premises weekly by an authorised tyre collector who is compliant with all relevant regulations

M072C – Tyres Condition

It is a condition unless otherwise agreed in writing with KennCo, that the **Insured** complies with the following:

- All tyres (new, used, or otherwise) which are stored indoors must be stored on racking which is fixed to the floors/walls
- All tyres which are kept in the open (new, used, or otherwise) must be kept at least 5 metres from any vehicle or building and they must be stored in the **Insured's** locked **compound** or a steel container, stacked or stored no more than 1.5m high

All used tyres are to be removed from the premises weekly by an authorised tyre collector who is compliant with all relevant regulations

M073 - Day One Basis

Applicable only to those items showing a **Declared Cost of Reinstatement** in the **Schedule**.

- a) The **Declared Cost of Reinstatement** has been declared in writing by **the Insured** and used by **the Company** to calculate the premium.
- b) You must notify **the Company** of the **Declared Cost of Reinstatement** at the start of each **Period of Insurance**. If **the Insured** fail to notify **the Company** of the **Declared Cost of Reinstatement** at the start of any **Period of Insurance**, **the Company** will use the last **Declared Cost of Reinstatement** notified to **the Company** for the following **Period of Insurance**.
- c) If at the time of **Damage** the **Declared Cost of Reinstatement** (plus any inflationary factors since the start of the **Period of Insurance**) is less than the **Cost of Reinstatement**, **Our** liability for any **Damage** will be limited to that proportion which the **Declared Cost of Reinstatement** bears to the **Cost of Reinstatement**.
- d) For the purposes of this clause only, the total **Sum Insured** for those items showing a **Declared Cost of Reinstatement** shall be limited to XXX% of the **Declared Cost of Reinstatement**.

M073A - Day One Basis 10%

Applicable only to those items showing a **Declared Cost of Reinstatement** in the **Schedule**.

- a) The **Declared Cost of Reinstatement** has been declared in writing by **the Insured** and used by **the Company** to calculate the premium.
- b) You must notify **the Company** of the **Declared Cost of Reinstatement** at the start of each **Period of Insurance**. If **the Insured** fail to notify **the Company** of the **Declared Cost of Reinstatement** at the start of any **Period of Insurance**, **the Company** will use the last **Declared Cost of Reinstatement** notified to **the Company** for the following **Period of Insurance**.
- c) If at the time of **Damage** the **Declared Cost of Reinstatement** (plus any inflationary factors since the start of the **Period of Insurance**) is less than the **Cost of Reinstatement**, **Our** liability for any **Damage** will be limited to that proportion which the **Declared Cost of Reinstatement** bears to the **Cost of Reinstatement**.
- d) For the purposes of this clause only, the total **Sum Insured** for those items showing a **Declared Cost of Reinstatement** shall be limited to 10% of the **Declared Cost of Reinstatement**.

M073B - Day One Basis 15%

Applicable only to those items showing a **Declared Cost of Reinstatement** in the **Schedule**.

- a) The **Declared Cost of Reinstatement** has been declared in writing by **the Insured** and used by **the Company** to calculate the premium.
- b) You must notify **the Company** of the **Declared Cost of Reinstatement** at the start of each **Period of Insurance**. If **the Insured** fail to notify **the Company** of the **Declared Cost of Reinstatement** at the start of any **Period of Insurance**, **the Company** will use the last **Declared Cost of Reinstatement** notified to **the Company** for the following **Period of Insurance**.
- c) If at the time of **Damage** the **Declared Cost of Reinstatement** (plus any inflationary factors since the start of the **Period of Insurance**) is less than the **Cost of Reinstatement**, **Our** liability for any **Damage** will be limited to that proportion which the **Declared Cost of Reinstatement** bears to the **Cost of Reinstatement**.
- d) For the purposes of this clause only, the total **Sum Insured** for those items showing a **Declared Cost of Reinstatement** shall be limited to 15% of the **Declared Cost of Reinstatement**.

M073C - Day One Basis 20%

Applicable only to those items showing a **Declared Cost of Reinstatement** in the **Schedule**.

- a) The **Declared Cost of Reinstatement** has been declared in writing by **the Insured** and used by **the Company** to calculate the premium.
- b) You must notify **the Company** of the **Declared Cost of Reinstatement** at the start of each **Period of Insurance**. If **the Insured** fail to notify **the Company** of the **Declared Cost of Reinstatement** at the start of any **Period of Insurance**, **the Company** will use the last **Declared Cost of Reinstatement** notified to **the Company** for the following **Period of Insurance**.
- c) If at the time of **Damage** the **Declared Cost of Reinstatement** (plus any inflationary factors since the start of the **Period of Insurance**) is less than the **Cost of Reinstatement**, **Our** liability for any **Damage** will be limited to that proportion which the **Declared Cost of Reinstatement** bears to the **Cost of Reinstatement**.
- d) For the purposes of this clause only, the total **Sum Insured** for those items showing a **Declared Cost of Reinstatement** shall be limited to 20% of the **Declared Cost of Reinstatement**.

M073D - Day One Basis 25%

Applicable only to those items showing a **Declared Cost of Reinstatement** in the **Schedule**.

- a) The **Declared Cost of Reinstatement** has been declared in writing by **the Insured** and used by **the Company** to calculate the premium.
- b) You must notify **the Company** of the **Declared Cost of Reinstatement** at the start of each **Period of Insurance**. If **the Insured** fail to notify **the Company** of the **Declared Cost of Reinstatement** at the start of any **Period of Insurance**, **the Company** will use the last **Declared Cost of Reinstatement** notified to **the Company** for the following **Period of Insurance**.
- c) If at the time of **Damage** the **Declared Cost of Reinstatement** (plus any inflationary factors since the start of the **Period of Insurance**) is less than the **Cost of Reinstatement**, **Our** liability for any **Damage** will be limited to that proportion which the **Declared Cost of Reinstatement** bears to the **Cost of Reinstatement**.
- d) For the purposes of this clause only, the total **Sum Insured** for those items showing a **Declared Cost of Reinstatement** shall be limited to 25% of the **Declared Cost of Reinstatement**.

M074 Cigarettes & Alcohol Exclusion

It is noted and agreed that there will be no cigarettes or alcohol stored at the premises or sold/supplied by the **Insured**.

The Company will not indemnify the **Insured** in respect of any liability whatsoever arising either directly or indirectly from, out of or in connection with the storage or sale/supply of cigarettes and/or alcohol, or following a theft/break-in/attempted break-in where there are cigarettes or alcohol at the premises.

M075 Excluding Damage to Fuel Pumps

This section of the policy does not indemnify the **Insured** in respect of DAMAGE to the fuel pumps.

M076 Fire Only Cover for Canopy

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

M077 Used Tyres Storage

It is a condition that all used tyres are stored at least 25 feet from any vehicle or building.

This policy will not indemnify the **Insured** in respect of any claim arising from, out of or in connection with any failure to comply with this condition.

M077B Used Tyres Storage

It is a condition that all used tyres are stored at least 5 feet from any vehicle or building and that they are removed from the premises at least once every two weeks.

This policy will not indemnify the **Insured** in respect of any claim arising from, out of or in connection with any failure to comply with this condition.

M077C Used Tyres

It is a condition that all used tyres be removed from the premises at least once per week.

This policy will not indemnify the **Insured** in respect of any claim arising from, out of or in connection with any failure to comply with this condition.

M077D Used Tyres

It is a condition that no more than 20 used tyres will be kept in the **buildings** at any one time and that all used tyres will be removed from the **buildings** at least once per fortnight.

This policy will not indemnify the **Insured** in respect of any claim arising from, out of or in connection with any failure to comply with this condition.

M078 Sauna Inspection Condition

It is a condition that:

- a) a thorough examination of the sauna will be carried out at the start of the day prior to business to ensure:
 - i) the sauna is empty of any combustible materials on, around or under the heater e.g. towels, robes etc.,
 - ii) benches, backrests and duckboards are correctly positioned clear of the heater,
 - iii) the heater guard rail is securely fixed in place.
- b) a further examination will be carried out at 2 hour intervals whilst the sauna is operational to ensure:
 - i) no towels or robes have been left inside the sauna by previous bathers,
 - ii) benches, backrests and duckboards have not been moved nearer the heater,
 - iii) thermostat sensors inside the sauna have not been tampered with.
- c) a final inspection will be carried at the cessation of business to ensure:
 - i) the power supply is switched off,
 - ii) no towels or robes have been left inside the sauna,
 - iii) benches, backrests and duckboards have not been moved nearer the heater,
 - iv) the door to the sauna cabin/room has been left open.

M079 Trailer Cover (Fire and Theft)

It is noted and agreed that cover in respect of the trailer which has been declared to KennCo in writing and agreed as covered is restricted to Fire and Theft only and that this cover applies only while such trailer is contained within the locked **building** covered under this policy.

M079B Trailer Cover

It is noted and agreed that cover in respect of the trailer which has been declared to KennCo in writing and agreed as covered is covered whilst it is located in the **Compound**, and cover is restricted to Fire, Lightning, Explosion and Aircraft only.

M079C Trailer Cover

It is noted and agreed that where cover is in place in respect of a trailer that the trailer will at all times be kept in the **Insured's** locked **Buildings** outside of business hours.

For cover to be operable the trailer must be declared to KennCo in writing and it is noted that cover is not in place until it has been agreed in writing by KennCo. Subject to the terms, conditions and exclusions under the policy.

M079D Trailers

It is noted and agreed that there is no cover for loss or DAMAGE to trailers that are not kept in the **Insured's** locked **Buildings** outside of business hours.

M079E Trailer Cover (Fire Only)

It is noted and agreed that for a trailer to be covered, this cover must be agreed in writing by KennCo. It is also noted that cover for any trailer(s) will be restricted to Fire only.

Subject to the terms, conditions and exclusions under the policy.

M081 Storage of Vehicles

The Company will not indemnify the **Insured** in respect of losses or damages to vehicles in the buildings which are not owned by the **Insured** if they are subject to a storage only contract.

The Sum Insured for "Stock of Customer Vehicles in Buildings" relates only to those vehicles which are being sold by the **Insured** on behalf of a customer. In the event of a loss to these vehicles evidence of the consignment agreement will be required prior to settlement of any claim showing that the vehicles are on the **Insured** premises for the purpose of resale only.

M082 Oil Tank

It is a condition under the policy that:

- A bund (or catchpit) is constructed around every oil tank to prevent fuel lost from the tank escaping into the environment; and
- The bund must be constructed from masonry or concrete and must be able to hold at least 110% of the tank's contents should a leak or overspill occur.

There will be no liability for any claim that arises from, or out of, or in connection with failure to comply with the above.

M083 Steel Container

It is noted and agreed that cover for any steel container and the contents contained therein is restricted to Fire Only.

M083B Steel Container

It is noted and agreed that cover for any steel container and the contents contained therein is restricted to Fire, Lightning, Explosion and Aircraft Only.

M083C Steel Container

It is hereby noted and agreed that all cover for any steel container and the contents contained therein is excluded under this policy

M085 Storm Damage Excess (€1,500)

It is noted and agreed that the excess for claims involving Storm Damage or failure of the roof of the building will be €1,500.

M086 Restricted Cover for Unoccupied Building/Unit (Fire Only)

It is noted and agreed that cover on any unoccupied building or unit is restricted to Fire only.

M086B Restricted Cover for Vacant Premises (FLEA)

It is noted and agreed that cover on any vacant unit is restricted to Fire, Lightning, Aircraft and Explosion only.

M088 CCTV

It is a condition that operational CCTV cameras will be in place at the risk address and those cameras:

- Will be positioned to capture recordings of the exterior of the premises in full
- Will be located at a point on the building and/or protected in such a way that they are not movable by anyone other than the **Insured**

M089 Log Cabin Restriction

It is noted that cover for any log cabin and the contents contained therein is restricted to Fire Only.

M089A Timber Structure Restriction

It is hereby noted and agreed that cover in respect of any building or unit constructed of timber and the contents/stock therein is restricted to Fire only.

M090 Compound Condition

It is a condition in respect of DAMAGE to vehicles that the **Insured** does not share the premises or **Compound** with any other party, and no other party holds keys or has legal access to the premises or **Compound** once the premises or **Compound** has been secured.

M091 Restricted Cover for Tyres

It is noted that any cover for tyres is restricted to Fire Only.

M092 Restricted Stealing Cover

Should Peril "M. Stealing", be noted on the policy, it is noted and agreed that cover does not apply outside of locked **Buildings** and there must be forcible and/or violent entry to or exit from the **Buildings** for cover to operate.

Subject to the terms, conditions and exclusions under the policy.

M093 Customers' Personal Effects

It is noted and agreed that the policy extends to cover Customers' Personal Effects to the value of €500 in any one vehicle which is in the care, custody or control of the **Insured** and which are lost destroyed or damaged by any of the Contingencies in force as specified on the schedule of cover.

M094 First Loss Condition

It is hereby noted and agreed that cover on Section 1, Material Damage and Section 2 Business Interruption is provided on a First Loss Basis. The declared value of Contents, Machinery, Stock, Portacabins, Fire Brigade Charges, Gross Profit, and Increased cost of working under Section 1 – Material Damage & Section 2 Business Interruption is noted at €total actual figure for MD & BI

Notwithstanding the above the Liability of the Company under Section 1 and Section 2 of the Policy during any one Period of Insurance shall not exceed €_____ in respect of damage to the Property Insured situated at the premises. The applicable item of this Section is subject to the Condition of Average (First Loss), that is to say, if at the time of any DAMAGE 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.

M095 Computer Equipment

It is noted and agreed that Computer Equipment is covered for the Computers/Computer Equipment Sums Insured noted in accordance with the wording of the attached "Computer Equipment Appendix" and subject to the terms, conditions and exclusions noted therein.

M101 Fire Exclusion (Spray Foam Insulation)

Where a building or unit has spray foam insulation, the following is excluded:

- Loss or DAMAGE as a result of Fire to the buildings or any stock or contents contained therein
- Loss or DAMAGE to stock or contents in the open which occurs as a result of Fire spreading from the building

M102 Excess for Vehicles in Storage (€1,750)

It is noted and agreed that an excess of €1,750 will apply for each and every Material Damage claim involving any vehicle which is subject to a storage agreement.

M103 Car Wash (€1,000 Excess)

Any manual car wash which is noted as covered will be covered on the condition that the car wash is securely fixed in place. It is also noted that the car wash will be subject to a €1,000 excess in respect of each and every claim.

This is subject to the terms, conditions and exclusions under the policy.

M104 Forklift Truck Charging Condition

It is a condition that whilst Fork lift trucks or batteries are being charged an area at least 2 metres around and above the chargers, batteries and truck as relevant must be maintained and the area to be kept clear of combustible materials at all times.

M105 Exhibition Cover

This section extends to cover Stock of Vehicles noted on the Schedule away from the Business Premises whilst at an exhibition within the Territorial Limits subject to the following:

- a) the Insured Vehicle(s) are immobilised at all times
- b) the cover has been agreed by KennCo Underwriting in writing in advance of the exhibition
- c) the Company will not be responsible for:
 - i) the first €1,250 of each and every loss, or
 - ii) the section deductible of each and every loss, or
 - iii) 20% of each and every loss,
Whichever is greater.

Subject to the terms, conditions and exclusions under the policy.

M106 Vehicles Outside Compound/Forecourt (€30,000)

It is noted and agreed that while a vehicle which is in **your** custody is temporarily parked outside of the **Compound** or Forecourt, cover is agreed up to a maximum Sum Insured of €30,000 for any one incident, on the condition that:

- a) the vehicle is parked within 50 metres of the **Compound**;
- b) the vehicle is not left there for more than 24 hours and it is moved to within the **Compound** as soon as the business next opens;
- c) the keys to the vehicle are kept within a locked key safe within the premises.

Subject to the terms, conditions and exclusions under the policy.

M108 Arson & Malicious Damage Exclusion

The Company will not indemnify the **Insured** in respect of DAMAGE to the property insured by this section which is caused by or which is attributable to arson or malicious damage while the premises is unoccupied or awaiting occupation by residents.

M109 Pallet Storage Distance Condition

It is a condition in respect of this Policy that all externally stored pallets are to be stored away from the Buildings and a clear space of at least 4 meters be maintained at all times.

M110 Waste Material Distance Condition

It is a condition in respect of this Policy that all waste material is stored at least six metres away from the Buildings at all times.

M111 Open Sided Buildings, Stock & Contents in the Open

It is hereby noted and agreed that cover in respect of Open sided buildings, all Contents therein and Stock in the Open is restricted to Fire only.

M112 Stock of Customers Vehicles

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

M113 Restricted Cover on Forklifts & Generators

It is hereby noted and agreed that cover in respect of the Forklifts & Generators is restricted to Fire only.

M114 Non Invalidation Clause

This Insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of destruction or damage is increased unknown to or beyond the control of the Insured, provided that the Insured immediately they become aware thereof shall give notice to the Insurer and pay any additional premium if required.

M115 Restricted Cover

It is hereby noted that that cover in respect of lean-to buildings, open sided buildings and/or buildings roofed with Perspex or any other non-standard material is restricted to Fire only.