



# Typical Property Conditions, Warranties and Clauses

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The following are examples of some “Typical” conditions, clauses and warranties. Whilst warranties are becoming less frequently used they are still currently of importance.

The “Typical” conditions, clauses and warranties we have exemplified here are for the benefit of our members taking our qualifications and must NOT be used in relation to claims being handled. They are merely examples and must be treated accordingly.

Some of the examples extend cover whilst others provide strict conditions that the Policyholder must comply with to avoid cover being excluded.

## Unoccupancy Warranty

If you’re going away for more than the unoccupancy period shown in your policy schedule, say on holiday or for a hospital stay, and you or your family won’t be living in your home, you may need to tell us. The unoccupancy period will be either 30 or 60 days depending on the cover you have chosen, please check and give us a call.

We’ll tell you what to do to ensure your home remains protected, including:

- Turning off the water, gas and electric.
- Making sure the property is checked regularly.

And then the actual policy requires “changes you must tell us about”:

**Your home** is to become **unoccupied** for more than the unoccupancy period of 30 or 60 days in a row as chosen by **you** and shown in your **policy schedule**;

- Someone other than **you** and your **family** is going to live in **your home**;
- Your home** is to be used only as a weekend or holiday home;





Under a peril heading we exclude when your home is unoccupied, we then define un-occupancy as:

**Unoccupied**

Not lived in by **you** or a member of your **family** for more than the unoccupancy period of 30 or 60 days in a row, as chosen by **you** and shown in your **policy schedule**.

Please note, a property will only be considered occupied if it is lived in by **you** or a member of your **family** and contains essential items for normal living purposes, for example cooking appliances, sanitary fittings and beds.”

**Trace & Access**

Policy cover is:

Trace and access.

If there is damage to **your buildings** caused by:

Escape of water from any domestic appliance or any fixed domestic water installation, or freezing of water in fixed domestic water or heating systems; or

Escape of oil from any fixed domestic oil installation;

and **you** cannot reasonably determine the location of the leak, then **we** will pay the cost of removing and replacing any part of **your buildings** necessary and making good.

By ‘reasonably determine the location of the leak’ **we** mean, for example, if there is a water stain on **your** ceiling, directly below **your** bath, it is reasonable to determine that the location of the leak is the bath.

The damage caused by the escape of water or escape of oil is covered under points 9 and 11 of ‘What we cover’ of your ‘Buildings – Private residence cover’.

Exclusions to T&A cover are:

The cost of repairing the domestic appliance, fixed domestic water installation or fixed domestic oil installation itself, unless damaged by freezing.

- Damage occurring when **your home** is **unoccupied**.





## Alternative Accommodation

Policy cover (no specific exclusions beyond general policy exclusions)  
Alternative accommodation.

If **your private residence** is made uninhabitable by any cause under 'What we cover' for 'Buildings – Private residence cover', **we** will pay for:

Up to 2 years' ground rent which **you** or your **family** have to pay;  
Rent **you** should have received but have lost;

The additional costs of similar short-term alternative accommodation for **you**, your **family** and **your** domestic pets while **you** cannot live in **your private residence**.

## Frozen Food

Policy cover:  
Freezer contents.

**We** will pay the cost of replacing frozen food, if an accidental change in temperature or accidental leakage of refrigerant causes damage to frozen food in a freezer in **your private residence**.

Exclusions to freezer food:  
Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.

## Contents Temporarily Removed

Policy cover:  
**Contents** when temporarily removed from **your home**.

**We** will pay for loss of or damage to **contents** when temporarily removed from **your home** to anywhere in the **British Isles** for a period not exceeding three calendar months if caused by an event covered under points 1–13 and 15 of 'What we cover' of your 'Contents – Private residence cover'.

Examples of what **we** mean by 'temporarily removed': **you** are working away and staying in a hotel, or items are stolen while **you** are at your workplace, or your children's items are stolen from school.

Exclusions:

**Contents** removed for sale or exhibition or to furniture depositories.

- Loss or damage caused by **storm** or flood to property not in a building.
- Loss of or damage to student belongings when in university halls of residence or rented student accommodation.

• Loss or damage caused by theft or attempted theft other than from: An occupied private home or any building where **you** or your **family** are working or temporarily living;

Any other building, caravan or motor home but only if force and violence are used to gain entry or exit;





Any bank or safe deposit or while **you**, your **family** or **domestic staff**, are taking them to or from the bank or safe deposit.

### Stillage Warranty

It is a condition precedent to any liability of the Underwriters under Section A of the Policy that all Stock insured shall be stored on pallets shelving racking or similar at least 100mm above the floor.

### Frying Apparatus Condition

Where cooking and fat frying equipment is installed in the Premises You hereby agree to ensure that:

1. all frying equipment is fitted with a thermostat which prevents the temperature of fat or oil exceeding 205 degrees Centigrade (401 degrees Fahrenheit) and a high temperature thermal cut-out operating at 230 degrees centigrade
2. all frying and cooking equipment including flues and exhaust ducting is not in contact with combustible materials
3. all extraction hoods canopies filters and grease traps are cleaned at least weekly
4. the entire internal length of all flues and extraction ducting including extraction motors and fans are cleaned at least every six months by a B&ES approved contractor
5. suitable fire extinguishers and/or blankets are kept close to the equipment and cooking areas and staff are trained to use them
6. during deep frying and cooking operations no equipment is left unattended or unsupervised
7. the equipment is the subject of a maintenance contract which is in accordance with the manufacturers recommendations but shall in all cases be subject to a minimum annual maintenance contract and any deficiencies identified during the service or inspection are rectified immediately.





## General Waste Condition

You hereby agree to ensure that

- 1) all oily greasy or impregnated rags wipes or cloths which remain in the Buildings after Business operations cease for the day shall be kept in metal lidded metal receptacles and the contents of the receptacles are removed from the Buildings at least once a week
- 2) all other combustible trade refuse shall be swept up on a daily basis and placed in lidded bins pending disposal which should be at least weekly
- 3) all waste or refuse outside the Buildings is stored in:
  - a) non-combustible lidded containers or
  - b) metal skips which are kept at least 5 metres from any building or other property and removed from the Premises when the containers or skips are full
- 4) there is no burning of waste inside or outside the Buildings

## Seasonal Increase

We will increase the Sum Insured on each item of General Stock and Target Stock in the Schedule by 30% for the months of October, November, December and January or for any other three month period selected by You and stated in the Schedule, and for a period of 14 days preceding any English Bank Holiday

### Clauses

All of the following Clauses apply to the Deterioration of Stock Section

#### (1) Seasonal Increase

We will increase the Sum Insured on each item of Stock in the Schedule by 30% for the months of October, November, December and January or any other three month period selected by You and stated in the Schedule, and for a period of 14 days preceding any English Bank Holiday.





## Alarm Condition

### Intruder Alarm System

#### Definitions

The following definitions only apply to the Intruder Alarm System Condition Precedent.

#### Alarmed Premises

The Premises or those parts of The Premises protected by the Intruder Alarm System.

#### Intruder Alarm System

The component parts detailed in the alarm specification including the means of communication used to transmit signals.

#### Keyholder

You or any Responsible Person or keyholding company authorised by You:-

- (1) to accept notification of faults or alarm signals relating to the Intruder Alarm System
- (2) to attend, and allow access to The Premises at least one of whom must be available at all times.

#### Responsible Person

You or any person authorised by You to be responsible for the security of The Premises.

It is a Condition Precedent to Our liability in respect of loss, destruction or damage caused by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means that

- (1) whenever The Premises are closed for business or left unattended the Alarmed Premises are protected by the Intruder Alarm System
- (2) the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with Us
- (3) no alteration to, or substitution of
  - (a) any part of the Intruder Alarm System
  - (b) the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - (c) the maintenance contract shall be made without Our written agreement
- (4) at least one Responsible Person must remain on the Alarmed Premises
  - (a) unless the Intruder Alarm System is fully set with the means of communication used to transmit signals in full operation
  - (b) if the police have withdrawn their response to alarm calls except where We agree otherwise in writing





(5) all keys to the Intruder Alarm System are removed from The Premises when The Premises are left unattended

(6) You and each Keyholder

(a) keep secret the codes for the operation of the Intruder Alarm System and

(b) do not leave details of the codes on The Premises

(7) You appoint at least two Keyholders and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. You must also tell them of any change of Keyholders

(8) when the Intruder Alarm System has been set, and notice is given that it has been activated or the means of communication have been interrupted a Keyholder must attend The Premises as soon as possible following such notice and a Responsible Person must remain there until the requirements of paragraph 4 have been complied with.

This must be done unless We have previously agreed in writing alternative procedures

(9) if You receive notice

(a) that police response to alarm signals and, or calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

(b) from a local authority or magistrate imposing any requirements for abatement of a nuisance

(c) from the installing company or another company as agreed by Us that the Intruder Alarm System cannot be returned to, or maintained in, full working order

You must tell Us as soon as possible and in any event no later than 10.00am on Our next working day and comply with all alternative security measures we may reasonably require.

## Automatic Sprinkler Installations

The insured will in respect of any automatic sprinkler installations at the premises:

a) make a test every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted e.g. a ring circuit)

b) make a test at least once a week for the purpose of ascertaining the condition of:

1) any connection with the public fire station, central fire alarm depot or public fire service control (unless the fire service has given a written undertaking to carry out this test)





2) the relevant batteries (Note: Where the circuit concerned is not continuously monitored test 1) must be made every working day)

c) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in i) above and to obtain from them following each inspection certification that it is in satisfactory working order

d) make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open

e) make tests each week for the purpose of ascertaining that any pump can be started both automatically and manually and that in respect of any diesel engine-driven pump the battery electrolyte level and density are correct and record the completion of these tests

f) notify the insurer before any installation is rendered inoperative or immediately in the event of an emergency

g) allow the insurer access to the premises at all reasonable times for the purpose of inspecting the sprinkler installation

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