

RESTAURANTS & PUBLIC HOUSES

Policy Summary



February 2008 Edition

This document is a summary of the insurance cover provided by the Restaurants & Public Houses package policy and, as such, it does not contain the full terms and conditions of your insurance Policy. You can find the full terms and conditions of the product in the Policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

The maximum amount the Insurers will pay in the event of a claim is the Sum Insured or Limit shown within your Policy Wording or Policy Schedule.

Section 1 - Buildings			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Specified contingencies basis	√		Minimum security conditions
Subsidence cover		√	
Automatic reinstatement of Sum Insured following a loss	√		Keys must be removed from premises when closed for business
Replacement Value (including Debris Removal, Architects and Surveyors' fees)	Up to amount nominated by insured	Increased inflation protection up to a nominated amount	Theft not involving entry to or exit from the premises by forcible and violent means
Damage to cables, drains and underground pipes, car parks and pavements	√		Gradually operating causes eg rust, rot, corrosion and gradual pollution
Cover for tracing and making good leaking underground pipes, drains and cables	£25,000 any one premises any one period of insurance		Mechanical or electrical breakdown of machinery
Contractors noted as joint insured if required by contract condition for contracts valued up to 10% of sum insured (max £150,000)	√		
Automatic cover for newly acquired or built buildings and extensions/additions/improvements to existing properties	20% of the sum insured or £200,000 whichever is the greater		Insured must give particulars as soon as practicable and pay any additional premium that may be due
Ground rent	10% of sum insured		During a period necessary for reinstatement – up to 24 months
Terrorism		√	

Section 2 - Contents

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Specified contingencies basis	√		<p>Minimum security conditions</p> <p>Keys must be removed from premises when closed for business</p> <p>Theft not involving entry to or exit from the premises by forcible and violent means unless the business includes accommodation for paying guests</p> <p>Gradually operating causes eg rust, rot, corrosion and gradual pollution</p> <p>Mechanical or electrical breakdown of machinery</p> <p>Leakage from bottled stock</p> <p>Special terms apply to stock stored in basement/cellar</p> <p>Stock shortages and pilfering</p> <p>Faulty/Defective Workmanship /Operator Error/Production Process</p> <p>Money in transit limited to £3,000 per person</p> <p>Money the property of the Post Office</p> <p>Fraud or dishonesty not discovered within 14 days</p> <p>Loss from unattended motor vehicles</p> <p>Age limits 16 – 70</p> <p>Maximum compensation for one incident one person £26,500</p> <p>Temporary disablement benefits payable for up to two years</p>
Automatic reinstatement of Sum Insured following a loss	√		
Replacement value on Contents and Stock on a market value basis	Up to amount nominated by insured	Increased inflation protection up to a nominated amount on Contents	
Landlords fixtures and fittings	√		
Directors, partners, employees, customers and guests personal effects	£1,000 per person Total limit £100,000		
Stock including: - wines and spirits - cigarettes and tobacco	£1,000 £1,000	Extra amounts if required	
Leakage of beverages from containers pipes and apparatus	√		
Automatic seasonal increase on stock for Christmas and Easter	25%	Alternative periods available	
Loss or damage to Contents while providing outside catering	£2,000		
Loss or damage to Stock and Contents while at exhibitions	£15,000		
Refilling fire extinguishing appliances and replacing sprinkler heads following loss	√		
Rent payable by Insured as tenant whilst premises is uninhabitable for up to two years	25% of sum insured		
Loss of Money: - Premises during business hours, in transit and in a bank night safe - Premises out of business hours in safe - Premises out of business hours out of safe - Business owners or authorised employees residence - Gaming amusement or vending machines - Crossed cheques and non negotiable money	£5,000 £2,000 £500 £500 £500 £500,000		
Assault to employees following robbery or attempted robbery: - Death - Total loss or permanent and total loss of use of one or more limbs or eyes - Other permanent total disablement - Temporary total disablement - Temporary partial disablement - Medical expenses - Professional counselling - Damaged clothing and personal effects	£25,000 £25,000 £25,000 £100 per week £25 per week £250 £1,000 £500		

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Loss of freezer contents	£5,000	Increased limit available	Excludes 20% of any loss where cabinet is over 10 years old
Loss of oil and metered water	£5,000		
Loss or damage to Goods in Transit in own vehicle: - goods and tools - debris removal, reloading, transhipping - sheets, package, ropes, chains - Insureds or drivers personal possessions -	£2,500 £2,500 £2,500 £250	Increased limit available	Theft unless the vehicle is securely locked (and garaged in secure and enclosed premises at night)
Replacement locks and keys following theft	£1,000		In any one period of insurance
Loss or damage to property in the open	£1,000		Within the boundaries of the premises
Damage to landscaped gardens caused by Emergency Services	£2,500		In any one period of insurance
Theft by employees		£5,000	In any one period of insurance Checks and precautions requirement Excludes Acts committed prior to commencement of cover
Accidental breakage of fixed glass, shop front and sanitaryware	Fixed glass and sanitaryware – Unlimited Shop front – up to the Sums Insured		Inner limits apply to extensions of cover
Loss or damage to external blinds and signs including neon and illuminated signs	£5,000		In any one period of insurance
Loss or damage to CCTV satellite dishes aerials and alarm equipment	£2,500		£250 Excess
Use of electricity gas or water by persons taking unauthorised possession of the Premises	£2,500		In any one period of insurance
Terrorism		√	
Section 3 - All Risks on Specified Items			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
All Risks on specified items anywhere in Great Britain and up to 30 days worldwide		√	Theft from a vehicle unless the vehicle is securely locked (and garaged in secure and enclosed premises at night) Gradually operating causes
Terrorism		√	

Section 4 - Business Interruption

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Loss of business income resulting from damage covered under Contents Additional expenses at economic limit plus 5% - up to £250,000	3 times the Contents sum insured or £500,000 whichever is the greater	Up to 36 months period	Minimum security conditions Keys must be removed from premises when closed for business
Cover for outstanding debts where business accounts are lost due to damage as defined above	£10,000	Increased limit available	Theft not involving entry to or exit from the premises by forcible and violent means unless the business includes accommodation for paying guests
Automatic reinstatement of Sum Insured following a loss	√		
Alternative accommodation costs for insured, family or managers permanently living at the premises including kennel and cattery charges	£25,000		Gradually operating causes eg rust, rot, corrosion and gradual pollution Mechanical or electrical breakdown of machinery
Loss of income as a result of damage at suppliers or customers premises	10% of sum insured		£100,000 limit for customers premises
Loss of Income as a result of damage at Public Utility Suppliers premises	√		
Loss of Income as a result of accidental failure of Public Utility Supplies and telecommunications to the premises	Up to sum insured		Failure must be for at least 180 minutes Limit of £5,000 in any period of insurance applies for failure of telecommunications Deliberate act of an authority
Loss of Income resulting from prevention of access to premises as a result of damage to other premises in the vicinity	Up to sum insured		
Loss of Income following closure of the premises on the advice of a Public Authority due to an emergency	10% of sum insured up to £50,000		In any one period of insurance
Loss of Income following closure of the premises on the advice of a Public Authority due to pollution of a beach or waterway	£25,000		Within 25 mile radius of the premises
Loss of Income as a result of specified human disease being manifested within a 25 mile radius of the premises and murder, suicide, food poisoning, vermin or pests in the premises and closure of the Premises due to defective sanitation	£25,000		
Loss of Income resulting from damage to goods in transit whilst carried in a vehicle operated by the insured	£5,000		Transits restricted to within United Kingdom and Republic of Ireland
Terrorism		√	

Section 5 - Loss of Licence			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Loss of sales (less relative purchases) directly attributable to the loss of the liquor licence and the reduction in value of the premises	£100,000		Where compensation is available under legislation Loss through insured's misconduct or neglect
Section 6 - Business Liability			
Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Employers Liability	£10,000,000		Fines and penalties War/Terrorism limit £5,000,000 Liability for which compulsory motor insurance is required
Public Liability	£2,000,000	£5,000,000	Fines and penalties Liability for which compulsory motor insurance is required
Legal Liability incurred as tenants	£2,000,000	£5,000,000	Liability incurred while working away from the premises other than undertaking catering activities
Personal Liability whilst abroad on business	£2,000,000	£5,000,000	Liability assumed by agreement Cost of remedying defects in products supplied
Motor Contingent Liability	√		Products knowingly exported to USA and Canada Punitive exemplary aggravated additional compensatory damages awarded in USA and Canada
Legal Liability incurred under the - Defective Premises Act - Data Protection Act	√		Fear of exposure to asbestos Costs of rectifying property arising out of the presence of asbestos
Products Liability	£2,000,000 per period of insurance	£5,000,000 per period of insurance	Damage to computers and data by operator error virus or hacking

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Legal Liability for loss or damage to property deposited in the cloakroom	£100 any one article or £1,000 any one cloakroom		Cloakroom must be locked when unattended, numbered tickets issued and disclaimer notices displayed
Legal Liability for guests property (including motor vehicles in premises car park or garage which is securely locked overnight	£10,000 property deposited for safekeeping £25,000 in total		Where applicable a Hotel Proprietors Act notice must be clearly displayed
Legal costs in respect of prosecutions under the Health and Safety at Work etc Act 1974 or Part II Consumer Protection Act	√		
Indemnity to Principal	√		
Compensation for Court Attendance	£250 per day per employee £500 per day per Partner/Director		

Section 8 - Machinery Breakdown

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Damage to Plant and Machinery caused by its own Breakdown included within the sum insured - additional costs/increased cost of working - temporary removal		£250,000 overall limit £5,000 limit £50,000 limit	Maintenance or faulty workmanship Wear and tear £25,000 limit for debris removal within overall limit
Damage to Computer Equipment and Electronic Office Equipment caused by its own Breakdown included within the sum insured - electronic office equipment - additional expenditure - temporary removal - computer records		£75,000 overall limit £25,000 limit £25,000 limit £10,000 limit £25,000 limit	£2,500 limit for preparation of claims costs within overall limit Installation or testing Pollution and contamination
Loss of profit following Breakdown of Plant and Machinery and Computer Equipment		£50,000	Unproven software & programming errors Value of data

Section 9 - Legal Expenses

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
<p>Claims made during the Period of Insurance</p> <p>24 hour, 365 days a year Legal Helpline providing support and initial advise on any legal problem whether covered by the policy or not</p>	£100,000		<p>Maximum limit £1,000,000 per period of insurance</p> <p>Fines & penalties</p> <p>Before any legal expenses are incurred the insured must consult the Legal Helpline to ensure that the expenses will be sanctioned</p>
Goods or Services Contract Disputes	£2,000 per period of insurance		<p>Amount in dispute must be at least £1,000</p> <p>up to £5,000 – excess £250</p> <p>over £5,000 – excess £500</p>
Employment Disputes	√		Disputes occurring within 90 days of the first period of insurance if a warning or dispute occurred within 6 months preceding such period
Criminal Prosecution Defence	√		<p>Deliberate actions of the insured</p> <p>Where the insured has pleaded guilty</p>
Legal Costs of Debt Recovery	√		Amount due must be at least £250
Jury Service and Attendance Allowance	Up to £1,000 per claim		<p>Excluding the first 5 days</p> <p>Maximum £50 per person per day</p>
Tax VAT PAYE and NIC Investigations	√		<p>Aspect enquiries must be between £200 and £2,000</p> <p>Disputes where prospect of success is remote</p> <p>£200 Excess</p>
Protection of Statutory Licences	√		

Cover Features and Benefits	Standard Cover	Optional Cover	Significant Exclusions and Limitations
Disputes with Landlords	√		An event arising in the first 3 months of the first period of insurance
Non Motor Personal Benefits <ul style="list-style-type: none"> - Personal Injury - Consumer Disputes - Home Rights - Taxation Investigations - Criminal Prosecution Defence 	£25,000		If entitled to Legal Aid Dispute amounts less than £100 Planning, tenancy agreements Incident prior to any cover £25 Excess
Motor Personal Benefits <ul style="list-style-type: none"> - Recovery of Damages following Accident - Criminal Prosecution Defence - Sale Purchase, Hire, Lease of Vehicle - Testing Service or Repair 	£25,000		If no valid licence or certificate of insurance £5,000 Limit £25 excess for testing service or repair
Policy Significant or Unusual Exclusions and Limitations			
Significant or Unusual Exclusions and Limitations	Applies to		
Terrorism Exclusion (some cover available as optional extra)	All covers		
Date Recognition Exclusion	All covers except Employers Liability		
Loss or damage to property resulting from a process involving heat application	All covers		
Computer or data processing equipment operator error, virus or hacking	All covers except Employers Liability Loss of Licence and Legal Expenses		
Special terms apply to empty buildings (you must advise your insurance advisor immediately any premises become unoccupied)	All Covers		

Policy Excesses	
Buildings and Contents: Storm Flood Escape of Water Riot Civil Commotion Theft and Accidental Damage Subsidence (optional cover) All Other Losses	£500 (total any one loss) £1,000 (minimum) Nil
Glass	£100
Loss or damage to Closed Circuit TV satellite dishes aerials and alarm equipment	£250
All Risks on Specified Items	£250
Public Liability – property damage	£100
Tenants Liability	£100
Legal Expenses	£500 (maximum)
Theft by employee (optional cover)	£250
Machinery Breakdown (optional cover)	£200

Policy Duration

This is an annually renewable Policy

Insurance Providers

This insurance is administered by COBRA Underwriting Agencies Ltd on behalf of:

In respect of sections 1 – 7:

AXA Insurance UK plc. Registered office: 5 Old Broad Street, London EC2N 1AD

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Aviva Insurance Limited (trading as Norwich Union). Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

In respect of section 8:

Allianz Insurance plc. Registered office: 57 Ladymead, Guildford GU1 1DB

In respect of section 9:

Groupama Insurance Company Ltd. Registered Office: Groupama House, 24-26 Minories, London EC3N 1DE

Sums Insured

Correct values at risk must be advised to us. If the Sums Insured you request are not adequate this will result in the amount that your Insurers pay you in the event of a claim being reduced.

The Law Applicable

You and the Insurers are free to choose the law applicable to this Policy. As the Insurers are based in England the Insurers propose to apply the laws of England and Wales and by purchasing this Policy you have agreed to this

How to Make a Claim

In the first instance utilise the Assistance Helplines or claim notification phone numbers detailed in the policy schedule or contact your insurance advisor

Your Right to Cancel

You may cancel this Policy during the 14 days from receipt of the policy documents (new business) or the renewal date by giving notice in writing during this period to Your Insurance Advisor at the address shown in their correspondence or to COBRA Underwriting Agencies Ltd at the address shown on your Schedule
Provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during this 14 day period We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

Making Yourself Heard

Any complaint you may have should in the first instance be addressed to your Insurance Adviser, then claim office or helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should contact COBRA Underwriting Agencies Ltd at Canterbury House, 2-6 Sydenham Road, Croydon CR0 9XE, telephone number: 020 8256 1930

If the complaint is still not resolved by COBRA/your Insurer, you can approach the Financial Ombudsman Service.

The Ombudsman will only consider complaints if:

- Your Insurers have provided you with written confirmation that their internal complaints procedure has been exhausted
- Your business has a turnover of less than £1,000,000

Referral to the Financial Ombudsman will not affect Your right to take legal action.

Full details of addresses and contact numbers can be found within the Policy Wording.

Financial Services Compensation Scheme (FSCS)

Your Insurers are covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme. For non-compulsory insurance you are covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, you are covered for 100% of the claim, without any upper limit. Information can be obtained on request from the Financial Services Compensation Scheme at 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN or by visiting their website at www.fscs.org.uk

Financial Services Authority Regulation

AXA Insurance UK plc and COBRA Underwriting Agencies Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234