

Towergate Innpak Licensed Premises Insurance Plan Summary Of Cover

Some important facts about your Licensed Premises Insurance are summarised below. This summary does not describe all the terms and conditions of your policy so please take time to read the policy documents to make sure you understand the cover it provides. A copy of the full policy document is available upon request.

Name of the insurance undertaking

The Insurers of the policy are Allianz Cornhill Insurance plc

Type of Insurance and cover

You can insure your buildings and/or your trade contents, loss of income, as well as your personal contents.

The following information summarises the standard package cover, but you have the option to increase the level of cover if required.

Section 1 Trade Contents

You are covered for:-

- **Loss, destruction or damage including Subsidence**

Extensions

This Section also includes

- Property up to 15% of each Sum Insured under this Section temporarily removed for events or functions away from the Premises, but theft is restricted to theft involving entry to or exit from a locked building by forcible and violent means
- Replacement of keys and locks
- Damage to Property (excluding Stock) in the open but excluding Damage by Storm or Flood
- Damage to customers' effects
- Seasonal increases in respect of Stock up to a maximum of 50%

Special Conditions

- **Minimum Security Requirements**

Your Insurers will provide cover in respect of Theft where the following security protections are in place and are put into operation at night and whenever the Premises are closed for business and at other material times:-

- all external doors are fitted with five lever mortice deadlocks
- key operated window locks are fitted to all opening ground floor windows and other accessible windows at the Premises.
- an approved intruder alarm system may be required in certain circumstances

- **Extended Hours/Entertainment Condition**

Your Insurers will provide cover on the basis that your premises will not operate extended drinking hours, disco's, dancing or live entertainment unless full details have been disclosed and agreed by them and any additional premium paid

- **Flat Roof Condition**

Where any portion of the roof at your Premises is flat your Insurers will provide cover in respect of damage by Storm or Flood provided that the roof shall be inspected at least once in every 2 years by a qualified builder or property surveyor and any defects shall be repaired immediately. An increased excess will apply where there is a flat roof at your premises.

- **Kitchen Cleaning Condition**

- Where you operate a kitchen used for business purposes you will have to comply with the following :
- the frying apparatus is securely fixed and free from contact with all woodwork and other combustible surfaces
- all sump boxes or flue traps are cleared at least once every seven days
- all exhaust hoods are inspected at least once a week and all greasy deposits are removed and not allowed to accumulate
- all ducting and flues are inspected by a competent specialist at least once every six months and all greasy deposits are removed and not allowed to accumulate. Copy certificates of inspection must be retained
- a fire blanket of adequate size be kept, at all times, in the vicinity of the frying apparatus
- at least one suitable fire extinguishing appliance kept at all times, in the vicinity of the frying apparatus and is regularly maintained to ensure that it is in proper working order.

- **Smoking Materials Condition**

Your Insurers will require that a thorough examination of the premises is made after the close of each days trading to ensure that there is no smouldering matches cigarettes or other material. Any such waste must be placed in a lidded metal bin and removed from the premises.

- **Lock Up Premises Condition**

Where the premises are identified on the Insured's Policy Schedule as a Lock Up premises, cover is restricted to Theft involving entry to or exit from the Premises by forcible and violent means.

You are not covered for:-

- the amount of the Excess stated in the Schedule
- Theft in which any member of your household or any of your Employees is concerned as principal or accessory or theft where the Premises has rooms which can be hired, lent, let or sub let unless involving entry to or exit from the Premises by forcible and violent means
- Damage to Stock by Storm or Flood or Escape of Water from tanks apparatus or pipes or escape of draught beer minerals and other draught beverages unless on racking at least six inches (15 cm) above the floor
- wear and tear mechanical or electrical breakdown
- insect fungal attack or any gradually operating cause
- defective workmanship design or material
- damage attributable solely to change in the water table level
- Subsidence or Ground Heave of the site on which the Premises stands and Landslip, where Damage results :-
 - from movement of solid floor slabs **unless** the foundations beneath the external walls of the Premises are destroyed or damaged at the same time
 - from coastal or river erosion
 - from defective design or workmanship or the use of defective materials including inadequate construction of foundations
 - whilst the Premises or any part thereof is in course of construction or undergoing demolition structural alteration or structural repair
 - Damage which originated prior to the inception of cover under this policy
- Damage to Bouncy Castles or other inflatable apparatus

Section 2 Buildings (optional cover)

You are covered for:-

- **Loss, destruction or damage including Subsidence**

Extensions

This Section also includes

- the cost of demolishing and removal of debris
- architects and surveyors fees
- the additional cost of reinstatement of the Buildings incurred to comply with Statutory Building Regulations
- accidental damage to underground pipes gas pipes sewers drains and electricity cables and telephone cables
- loss of rent receivable up to a maximum of 10% of the Sum Insured on the Buildings

Special Conditions

- **Extended Hours/Entertainment Condition**
- **Flat Roof Condition**
- **Kitchen Cleaning Condition**
- **Smoking Materials Condition** **SEE SECTION 1 FOR FULL DETAILS OF THESE CONDITIONS**

You are not covered for:-

- the amount of the Excess stated in the Schedule and the exceptions listed under Section 1 Trade Contents as appropriate

Section 3 Loss of Income

You are covered for:-

Loss of Income as a result of an insured event occurring during the Period of Insurance and resulting directly from

- Damage to your Property and/or Business Money at the Premises by any of the Covers described under Sections 1 - Trade Contents, 2 – Buildings, 4 - Glass, 5 - Business Money and 8 - Deterioration of Stock
- Damage to property within 250 meters of the Premises preventing or hindering the use of the Premises
- Murder or attempted murder suicide or food poisoning at the Premises
- any occurrence of a Notifiable Human Disease within a radius of 25 miles of the Premises
- closure of the Premises by order of the local health authority excluding closure caused by deliberate act of the Insured
- accidental failure of the public supply of electricity gas or water (excluding any failure of supply lasting less than 30 consecutive minutes)

You are not covered for:-

- the amount of Excess stated in the Schedule in respect of each claim
- any loss resulting from the Covers described under Sections 1 - Trade Contents, 2- Buildings 4 - Glass, 5 - Business Money and 8 - Deterioration of Stock unless a payment is made or liability admitted under any material damage insurance covering your interest in the property at the Premises

Section 4 Glass

You are covered for

- the reasonable cost of any necessary boarding up
- Damage to window frames framework and fittings
- the cost of any lettering or decoration
- Damage to sanitaryware by breakage or fracture
- stained glass up to a limit of £2,500 any one incident

You are not covered for:-

- the amount of Excess stated in the Schedule in respect of each claim
- breakage of the glass fascia or sign during its removal or during work or alteration to it or its framework or beadings or other fittings
- Damage to any sign or fascia resulting from worn or defective fastenings or wear and tear
- electric light fittings signs or tubing (other than neon signs)

Section 5 Business Money

You are covered for

loss of Business Money up to the limits stated in the policy:-

- in the Premises, including damage to the Safe, or in transit
- in bank night safes
- in your private residence or that of your Employees

Special Condition

- whenever the Premises are closed for Business all records of combination codes and the keys of the safe(s) be kept on your person or an adult authorised by you to hold the keys or
- kept in a room in which you or an adult authorised by you to hold the keys is physically present at all times whilst the said keys are therein or
- removed from the Premises
- the above requirements apply also in respect of all Business Money exceeding £500 contained in a locked safe in any of your separate private residence(s) or that of any authorised Employee

You are not covered for:-

- the amount of Excess stated in the Schedule in respect of each claim
- loss due to fraud or dishonesty of any member of the Insured's household or by any Employee of the Insured
 - unless such loss is discovered within seven days of its occurrence and
 - a limit any one loss as stated in the policy/schedule will apply
- shortage due to errors or omissions
- loss involving any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason
- loss caused by or arising from fraudulent inducement
- loss from unattended motor vehicles

Special Condition

Money in transit must be accompanied by the number of able bodied adults as defined in the Policy Wording as and distributed equally during the transit and until disbursement

Section 6 Assault

You are covered for

As a direct result of assault or violence:-

- | | |
|---|---------------|
| • death or loss of one or more limbs and/or sight of one or both eyes | £25,000 |
| • permanent total disablement | £25,000 |
| • temporary total disablement | £100 per week |
| • damage to clothing and personal effects up to | £500 |
| • Incurred emergency medical expenses up to | £500 |

Counselling Costs

The Cover under this Section will also provide a contribution towards the cost of specialist professional face to face counselling fees incurred following assault

Section 7 – Liability to Others

You are covered for:-

All sums including all costs, fees and expenses which you become legally liable to pay as damages in respect of

- **Public Liability** up to £5 million any one occurrence
- **Tenant's Liability** up to £2 million any one occurrence
- **Liability for Guests' Effects** up to £2 million but limited to £10,000 in total in any one period of insurance in respect of valuables
- **Products Liability** up to £5 million in total in any one period of insurance
- **Personal Liability** up to £2 million any one occurrence
- **Employers Liability** £10 million any one claim or series of claims arising out of one occurrence
- **Legal Fees** in respect of proceedings brought under the Health and Safety at Work etc Act 1974 and Part 11 of the Consumer Protection Act 1987 and other similar legislation

Extensions

- **Contingent Liability for Employees' Vehicles**

The Company will indemnify You in respect of legal liability arising from the use by an Employee of any motor vehicle (not the property of or provided by the Insured) in connection with the Business

- **Compensation for Court Attendance Costs**

- any director or partner £250 per day
- any Employee £150 per day

General Policy Exception

- **Door Staff**

Any claim hereunder of whatsoever nature directly or indirectly caused by occasioned by or happening through or in consequence of the activities or use of doormen, bouncers or security staff.

You are not covered for(Not applicable to - Employers Liability):-

- the Excess as stated in the Schedule applicable to any claim
- damage to property belonging to or in your custody and control or that of any Employee other than property referred to Liability for Guests' Effects above.

- personal effects (including vehicles) of directors visitors or Employees
- bodily injury or Damage deliberately caused by or on the instructions of the Insured or an Employee whilst engaged on supervisory duties unless caused by the wilful misconduct of such Employee
- the ownership possession or use of any aircraft or watercraft except non-power driven craft used on inland waterways or mechanically propelled vehicle
- bodily injury to You

Special Conditions

- **Extended Hours/Entertainment Condition**

Your Insurers will provide cover on the basis that your premises will not operate extended drinking hours, disco's, dancing or live entertainment unless full details have been disclosed and agreed by them and any additional premium paid

- **Garden Play Equipment**

Your Insurers will require that all garden play equipment is inspected thoroughly by you every two months between October and March and every two weeks from April to September.

- by a specialist contractor at least annually
- a written record is kept of all inspections defects found and remedial action taken.

- **Bouncy Castles**

In respect of the use of a bouncy castle or other inflatable apparatus at the Premises Insurers will require that

- a disclaimer notice be displayed adjacent thereto stating that persons using the bouncy castle or other inflatable apparatus do so entirely at their own risk, and,
- are not more than fourteen years of age
- all such equipment be supervised at all times by the management to ensure adequate control and to minimise the risk of injury and or accident

Section 8 - Deterioration of Stock

You are covered for:-

Damage to food and drink in the cold chamber of the Appliance up to £2,500 or the limit stated in the Schedule caused by:-

- Breakdown, sudden and unforeseen damage and accidental failure of the public electricity supply
- action of refrigerant fumes which have escaped from the Appliance

Provided that a maintenance contract with a refrigeration engineer shall be kept in force for each Appliance unless the Appliance is a sealed unit

You are not covered for:-

- the amount of the Excess stated in the Schedule in respect of each claim
- wear and tear or other gradually developing cause
- any power failure lasting less than 30 consecutive minutes
- any failure of electrical current due to defective wiring at the Premises (but this exclusion does not apply to defective wiring within the Appliance)
- a deliberate act by the Supply Authority or the exercise by any such Authority of its power to withhold or restrict the supply of electricity

Extension

Damage and Loss of Income - Cellar Cooling Equipment

- Your Insurers will indemnify you in respect of sudden and unforeseen Damage to and Loss of Income following such Damage to or Breakdown of the cellar cooling equipment which renders the beer supply cooled by this equipment unfit for human consumption
The maximum Insurers will pay is £50,000

Section 9 - Loss of Licence

You are covered for:-

Loss as a result of:-

- reduction in the value of the your interest in the Premises and/or the Business up to £150,000 or the sum insured stated in the

- schedule
- costs and expenses incurred by you with the written consent of the Company for any subsequent appeal arising from
 - (a) the Licence being withdrawn suspended or forfeited
 - (b) renewal of the Licence being refused

Special Condition

Insurers will require that you notify them immediately you become aware of any incidents, such a complaints against the premises, objections to the renewal of the licence, change of use of the premises, or other similar circumstances as soon as possible and in any event within 28 days give notice in writing to Towergate Innpak

You are not covered for:-

The refused renewal withdrawal suspension or forfeiture of the Licence directly or indirectly from:-

- any compulsory purchase order or improvement or redevelopment of the area by the Local Authority
- any alteration in licensing legislation affecting the grant surrender refusal to renew suspension or forfeiture
- misconduct connivance neglect or omission by you or any director partner or the licensee or omission to take any necessary step to keep the Licence in force
- failure to maintain the Premises in a sanitary or other suitable state of repair or condition
- failure to comply with any direction or requirement of the licensing or other authority

Insurers shall not be liable for any claim arising from the refused renewal of the Licence if you are entitled to obtain compensation under the provisions of any legislation

Section 10 - Goods in Transit

You are covered for:-

Damage to Property whilst in transit within Great Britain Northern Ireland the Channel Islands and the Isle of Man up to £2500 or the sum insured stated in the schedule

You are not covered for:-

- the amount of the Excess stated in the Schedule in respect of each claim
- Damage to Property in a Vehicle when left unattended following the last business transit of the day until collected by the driver
- Damage to bullion money, securities, jewellery and the like
- Damage caused by or resulting from:-
 - theft of Property when in an unattended Vehicle unless such Vehicle has all its points of access closed and secured by all the locks and other protections thereon and all keys are removed from it and are retained by the driver
 - wear tear or any gradually operating cause

Special Condition

Precautions

It is a requirement of cover that you shall maintain and keep all the protections on the Vehicle in thorough working order

Section 11 - Personal Insurance

Personal Belongings

You are covered for:-

Loss, destruction or damage to the Contents contained in the Premises

You are not covered for:-

- the amount of the Excess stated in the Schedule in respect of each claim
- watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles and children's motor cycles and children's motor cars) but lawn mowers and garden implements are covered
- parts accessories tools fitted radios cassette players and compact disc players for the items described above
- pets and domestic animals
- contact lenses
- property more specifically insured by any other insurance
- Theft of Personal Money unless involving forcible and violent entry to or exit from the Premises
- Theft in which any member of Your household, Employees or guests is concerned as principal or accessory unless involving entry to or exit from the Premises by forcible and violent means

- loss where Contents are obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable irrecoverable or irredeemable for any reason
- Damage by scratching denting wear and tear depreciation rot fungus insects vermin atmospheric or climatic conditions the action of light gradually operating cause dyeing any process of cleaning or restoring maintenance repair or dismantling electrical or mechanical breakdown or derangement
- Damage by chewing scratching tearing or fouling by domestic animals

Extensions

- **Temporary Removal**

Damage covered under the above to Contents temporarily removed anywhere in the European Area(as defined in the policy wording) or for 60 days during the period of insurance anywhere in the world

Cover shall exclude

- Damage by Storm or Flood
- Theft not involving forcible and violent entry to or exit from any building
- Damage by frost

- **Documents**

Damage covered by this Section to documents (other than Personal Money) deposited for safe custody in any bank safe deposit or bank or solicitor's strongroom anywhere in the World for an amount not exceeding the limit stated in the Schedule

- **Mirror and Glass Breakage**

Malicious and accidental breakage of mirrors fixed glass in and glass tops to furniture and ceramic hobs and ceramic tops to cookers

The amount payable in the aggregate under this Section shall not exceed

- in respect of any one claim - the Sum Insured stated in the Schedule
- in respect of any one article - the limit stated in the Schedule
- in respect of any one Valuable - the limit stated in the Schedule
- in respect of any one claim for Valuables - the limit stated in the Schedule
- in respect of Documents - the limit stated in the Schedule

Personal Money, Valuables and Personal Effects

You are covered for:-

- Damage by an insured Cover to Valuables Personal Money and Personal Effects belonging to the Insured and occurring anywhere in the European Area or for 60 days during any one period of insurance anywhere in the World
- liability under the terms of any Credit Card Cheque Card or Cash Dispenser Card or Token as a direct consequence of the loss of such card or token and its subsequent unauthorised use by any person not related to or residing with you

You are not covered for:-

- the amount of the Excess stated in the Schedule in respect of each claim
- watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars)
- parts accessories tools fitted radios cassette players, compact disc players for the items described above
- camping equipment unless contained in the Premises or in a locked building
- tools used primarily for business purposes
- contact lenses
- pets and domestic animals
- theft of pedal cycles (unless securely locked or contained in a building)
- wear and tear depreciation rot fungus insects vermin atmospheric or climatic conditions the action of light gradually operating cause dyeing any process of cleaning or restoring maintenance repair or dismantling electrical or mechanical breakdown or derangement
- breakage of glass (other than lenses) or articles of a brittle nature (other than jewellery)
- loss arising from depreciation in value or consequential loss
- loss where property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable irrecoverable or irredeemable for any reason
- Losses arising after the authority issuing such Credit Card Cheque Card or Cash Dispenser Card or Token has received

- notification of its loss
- where you have not complied with the terms and conditions prescribed by the issuing authority

The amount payable in the aggregate under this Section shall not exceed

- in respect of any one claim - the Sum Insured stated in the Schedule
- in respect of any one article - the limit stated in the Schedule
- in respect of any one Valuable - the limit stated in the Schedule
- in respect of any one claim for Valuables - the limit stated in the Schedule
- in respect of Personal Money - the limit stated in the Schedule
- in respect of Credit Cards - £250 any one claim

Furthermore a limit of £1,000 will apply in respect of any occurrence of Damage due to theft or attempted theft of Personal Effects Business Equipment Valuables and/or Personal Money from a motor vehicle

- unless such property at the time of Damage is
 - concealed in a locked boot or glove compartment of the locked motor vehicle or,
 - the motor vehicle is occupied by a person aged 16 years or over

All the above limits are after the deduction of the amount of the Excess stated in the Schedule

Special Condition

The settings of stones in any item of Jewellery exceeding £5,000 in value must be examined by a competent jeweller once every three years and any defect remedied immediately

Section 12 – Terrorism (optional)

You are covered for:-

Damage to the Property Insured specified in the Policy Schedules or consequential loss due to interruption or interference with the Business resulting there from insofar and to the extent that it is insured in Great Britain (meaning England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 not the Isle of Man or the Channel Islands) caused by an Act of Terrorism.

You are not covered for:-

Any claim of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of

- Chemical biological or radioactive contamination from
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - ionising radiation or contamination by radioactivity or from the combustion of any radioactive material
 - chemical and/or biological and/or radiological irritants contaminants or pollutants
 in respect only of residential property houses and blocks of flats and other dwellings insured in the name of a private individual.
- riot civil commotion war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- or arising out of Marine Aviation Transit and Motor Policies
- electronic digital or cyber risks

For General Exceptions see full policy wording

This contract is valid for 12 months subject to payment of the full annual premium. You will be advised regarding renewal prior to the expiry date.

Cancellation

You have 14 days to change your mind about this insurance from the day after you received this information

Claims

Any claims must be reported immediately to

Towergate Innpak, Towergate House, Chaucer Business Park, Thanet Way, Kent CT5 3FE
Telephone number 01227 285100

Complaints

If at any time you have a complaint about the services that we provide for you, then you should contact

The Managing Director, Towergate Innpak, Towergate House, Chaucer Business Park, Thanet Way, Kent CT5 3FE

at the above address and telephone number, quoting the Policy Reference Number

If you are not satisfied with the way a complaint has been dealt with you may ask Allianz Cornhill Insurance plc to review your case.

The address is

Allianz Cornhill,
57 Ladymead,
Guildford,
Surrey. GU1 1DB Telephone number 01483 552438

In the event you wish to pursue matters further you may be able to refer the matter to :-

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Helpline 0845 080 1800
Switchboard 020 7964 1000
Website www.financialombudsman.org.uk

Your policy is underwritten by Allianz Cornhill Insurance plc who are regulated by the Financial Services Authority (FSA) whose address is:

The Financial Services Authority
25 The North Colonnade
Canary Wharf
London
E14 5HS
Telephone number 020 7066 1000

Financial Services Compensation Scheme

Allianz Cornhill contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if we are unable to meet our liabilities. For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Choice of Law

There is a choice of law under this insurance but unless otherwise agreed by the Company this Policy is governed by and shall be construed in accordance with English Law and shall be subject to the courts of England and Wales
In respect of policies issued for risks in Scotland, the Policy will be governed by and construed in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland.