

## **INSURANCE PROSPECTUS**

(including the Policy Summary)

# Tailored Business Insurance Package for the Licenced Trade Industry

Designed for Public Houses, Inns and Wine Bars

'See inside for details of Pub Economy'

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### 100% PROOF – LICENCED TRADE INSURANCE

#### TAILORED BUSINESS INSURANCE PACKAGE

"100% Proof" is a tailored insurance package devised by Morgan Richardson Ltd., insurance brokers established in 1994, specialising in tailored insurance products. "100%Proof" is designed for the needs of Public Houses, Inns and Wine Bars.

## **Special Features – Automatically Included**

- All Risks "New for Old" claims settlement.
- · Unforced Theft.
- Subsidence, Landslip and Heave.
- Index Linking of Sums Insured.
- Automatic 50% Seasonal Increases for Stock and Money.
- Business Interruption/Alternative Domestic Accommodation.
- Failure of Public Utilities Supply to the Premises.
- Bomb Hoax/Bomb Scare; Notifiable Human Disease.
- Public/Products Liability Limit of Indemnity £5,000,000 (£5m).
- 24 hour Legal Advice Helpline.
- 24 hour direct access to Fast Track Claims Helpline every day of the year.
- · Monthly Premiums.
- No Claims Discount (subject to previous satisfactory claims record).

#### **Insurance Values and Protection Against Inflation**

It is very important that you insure your business at its correct value. You should review and update your cover periodically to ensure it remains adequate. If you underinsure you may receive a reduced payment in the event of a claim.

All Contents (other than Stock and Goods in Trust) should be insured for their replacement value as new (excluding betterment). When assessing your overall sum insured, you should take into account a sum for all Stock, including, but not limited to Furniture, Fixtures and Fittings, Shop Fronts, Improvements and Decorations, Personal Effects and Plant and Equipment.

Buildings should be insured for the cost of rebuilding, not for their market value. A sum should also be added for Architects' Fees, Debris Removal, the cost of meeting any Local Authority requirements and Loss of Rent, where applicable.

The Policy is automatically index-linked where applicable, to protect the value of your insured property against the effects of inflation. This means the amounts insured are adjusted annually to reflect changes in the index tables.

#### **POLICY SUMMARY**



#### **Important Notice**

This is a summary of the cover provided by the Policy. It does not contain the full Terms & Conditions of the Insurance Contract. Full details of the cover and the relevant Terms, Conditions & Exclusions are contained in the Policy document, a copy of which will be sent to you on completion of your contract or which you may obtain at any time on request from Morgan Richardson Ltd.

The "100% Proof" Policy is a Morgan Richardson Ltd product arranged with AIG Europe Limited or Argo Managing Ltd. The Policy is an annual contract of insurance, which may be renewed each year subject to your needs and the Insurers' Terms & Conditions.

#### **Important Information**

The Customer Service Section of this Policy Summary gives you important information on the following:

- Your Cancellation Rights
- How to make a Claim
- What to do if you have a Complaint
- The Financial Services Compensation Scheme (FSCS)

Section A – Standard Covers						
SECTION A1 – TRADE CONTENTS	– Trade Contents including stock, fixtures and fittings, tenants improvements, decorations or alterations, business records and computer hardware up to £5,000, personal effects of directors and employees up to £1,000 per person, wines spirits and tobacco up to £7,500 (option to increase), and garden and/or street furniture up to £750 are covered against:  Accidental damage and loss or damage caused by fire, lightning, explosion, aircraft or earthquake, theft or attempted theft (including unforced theft), malicious persons, riot, civil commotion, storm or flood, falling objects, escape of water, impact by vehicles, and subsidence, landslip or heave.	Replacement as new.  Sum Insured as shown in the Schedule.				
Additional Covers:						
• Exhibitions and Outside Functions	<ul> <li>damage to Trade Contents whilst at or en route to or from any exhibition, fairs, functions or banquets situated within the territories.</li> </ul>	£2,000 for any one event.				
• Guests and Visitors Property	- damage to guests and visitors property within the Premises. £1,000 any or or visitor.					
Hiring Out	- damage to property hired out whilst away from the premises.  £250 any one ever to £2,500 any one period of insurance					
• Temporary Removal	<ul> <li>damage to Trade Contents whilst temporarily removed for cleaning, renovation, repair or other similar purpose.</li> </ul>	Limited to 15% of the sum insured for Trade Contents.				



• Collections and Deliveries	<ul> <li>damage to Trade Contents whilst in the course of collection or delivery.</li> </ul>	£1,500 any one event.			
Seasonal Increase	- increase in the sums insured for stock during the months of November, December, January, February and for 30 days prior to Easter and for Public holidays.				
• Replacement of Locks	<ul> <li>replacement of locks, safe or alarm control keys following theft of keys from the premises or from the home of any director, partner or employee authorised to hold such keys.</li> </ul>	£2,500 for any one event.			
• Loss of Metered Water	<ul> <li>for the increase in water charges charged by the water authority following damage to the Trade Contents and/or Buildings.</li> </ul>	£2,500 any one period of insurance.			
Theft Damage to Buildings	- damage to Buildings for which you are responsible as tenant but not as owner following theft or attempted theft.  Limited to £2,500 15% of the sum if for Trade Content whichever is the for any one even				
• Damage by Emergency Services	<ul> <li>damage to paths and gardens at the premises caused by the emergency services.</li> </ul>	£1,000 for any one event.			
Debris Removal	<ul> <li>expenses necessarily incurred in removing Trade Contents debris following damage occurring at the premises.</li> </ul>				
• Rent	<ul> <li>legal liability as tenant to pay rent up to 2 years if the Buildings become unusable as a result of damage.</li> <li>Limited to 25% sum insured for Contents, for a event.</li> </ul>				
• Trace and Access	<ul> <li>locating the source of damage and making good.</li> </ul>				
• Excess	- the first part of every claim for which you are responsible.				
SECTION A2 – BUSINESS INTERRUPTION	- if damage occurs to or within your premises preventing you from being able to trade as normal, the policy will compensate you for any loss of income.				
	Indemnity Period	24 months.			
<b>Book Debts</b>	<ul> <li>loss of income as a result of damage to records of amounts owed by customers.</li> </ul>	£25,000			
Additional Expenditure	<ul> <li>any reasonable additional expenditure for the provision of alternative domestic accommodation.</li> </ul>	£10,000			



Additional Covers	- includes Failure of Public Utilities, Denial of Access, Notifiable Disease, Murder and Suicide, Defective Sanitation, Vermin, Damage to Third Party Suppliers Premises (£25,000), Bomb Hoax/ Scare (£25,000), Pollution (£25,000), Loss of Attraction, Property in Transit, Strikes £25,000).					
CECTIONIAS CLASS	damage to fived glass windows and door	Danis ann ant Value				
SECTION A3 – GLASS	<ul> <li>damage to fixed glass, windows and door frames, and the cost of boarding up prior to repair.</li> </ul>					
	- damage to ceramic basins, sinks, lavatory bowls, lettering and canopies.	£2,000				
Excess	- the first part of every claim for which you are responsible.	£250				
SECTION A4 – EMPLOYERS LIABILITY	- to protect your legal liability in the event an employee suffers bodily injury arising out of and in the course of their employment. Work experience schemes are included.					
Excess	- the first part of every claim for which you are responsible.					
SECTION A5 – PUBLIC & PRODUCTS LIABILITY	- to protect your legal liability towards members of the public following bodily injury or damage as a direct result of your business activities, or arising from a product sold or supplied by your business.					
Excess	- the first part of every claim for which you are responsible.  £250, except bodily injury where there is nil excess.					
SECTION A6 – HEALTH & SAFETY AT WORK ACT 1974	- the policy will pay for legal costs and expenses awarded or incurred in defence of alleged breaches of the Health and Safety at Work Act 1974.					
	Including Corporate Manslaughter and Corporate Homicide Act 2007	£2,000,000 any one claim or series of claims.				
Excess	- the first part of every claim for which you are responsible.					
CECTION AT MONTH	loss of husinoss manay	CE 000				
SECTION A7 – MONEY	<ul> <li>loss of business money</li> <li>on the premises during business hours</li> <li>in transit or bank night safe</li> <li>outside business hours contained in a locked safe</li> </ul>	£5,000 £5,000				
	outside business hours contained in a locked safe     outside business hours not contained in a locked safe	£5,000 £5,000				



SECTION A7 – MONEY (continued)	• in private residence • in vending or gaming machines  £500 £500					
Seasonal Increase	– increase in the sums insured for money during the months of November, December, January, and for 30 days prior to Easter and for Public holidays and for Lottery outlets on official rollover weeks.	50%				
Excess	- the first part of every claim for which you are responsible.	£250				
SECTION A8 – ASSAULT	- you are covered if you or an employee suffers bodily injury as a direct result of violent or criminal assault in the course of the business.  £15,000 for a perma disablement or deat £150 per week for a temporary disablem					
SECTION A9 – REFRIGERATED STOCK	- following damage to refrigerated stock as a result of an accidental failure of refrigeration equipment you will be reimbursed with the cost of replacing the stock.					
Excess	- the first part of every claim for which you are responsible.					
SECTION A10 – LOSS OF LICENCE	– if you lose your licence to sell excisable liquors at your premises for reasons which are no fault of your own, a sum equal to the loss in value of the business will be paid.	£150,000				
Excess	<ul> <li>the first part of every claim for which you are responsible.</li> </ul>					
SECTION A11 – COMPUTER BREAKDOWN	<ul> <li>breakdown or failure of any part of the computer equipment arising from either mechanical or electrical defect.</li> <li>Additional Expenditure</li> <li>Reinstatement of Data</li> <li>Incompatibility of Computer Systems and Records</li> <li>Additional Rental</li> </ul>	£5,000 £5,000 £5,000 £2,500 £500				
Excess	– the first part of every claim for which you are responsible.	£250				
SECTION A12 – EMPLOYEE DISHONESTY	<ul> <li>loss of Money or Trade Contents resulting directly from an act of fraud or dishonesty committed by an employee</li> </ul>	£5,000				
Excess	- the first part of every claim for which you are responsible.	£250				



period of insurance.

#### **Section B – (Optional with Section A)** SECTION B -The cost to rebuild. the structure at the premises including **BUILDINGS** landlords' fixtures and fittings, shop fronts, awnings, external signs and flood lights, Sum Insured as outbuildings, boundary and garden walls, shown in the Schedule. fences, gates and posts, and underground cables and pipes from the premises to the public mains are covered against: Accidental damage and loss or damage caused by fire, lightning, explosion, aircraft or earthquake, theft or attempted theft (including unforced entry), malicious persons, riot, civil commotion, storm or flood, falling objects, escape of water, impact by vehicles, and subsidence, landslip or heave. **Additional Covers:** Architects' Fees - architects', consulting engineers' and surveyors' fees necessarily incurred in the reinstatement following damage to Buildings. Local Authority the additional cost of reinstatement Requirements following damage to Buildings necessary to comply with statutory building regulations or municipal or local authority bye-laws or European Community Legislation. Debris Removal expenses necessarily incurred in removing debris, dismantling, or demolishing, and shoring or propping up of Buildings to make safe following damage. loss of rent receivable, including up to 3 Limited to 20% of the Rent sum insured for years ground rent, if the Buildings become unusable as a result of damage. Buildings. Contracting if selling the Buildings this insurance will **Purchaser** be operative in favour of the buyer. • Emergency Services damage to paths, gardens, driveways and £1,000 any one car park surfaces caused by the attendance event. of the emergency services. Replacement of replacement of locks at the premises £2,500 any one Locks following theft of keys from the premises or event. from the home of any director, partner or employee authorised to hold such keys. Loss of Metered - increase in metered water charges charged £2,500 any one

by the water authority following damage to

the Buildings and/or Trade Contents.

Water



Property Owners Legal Liability     Excess	<ul> <li>to protect your legal liability towards members of the public following bodily injury or damage which is caused by any defect in the premises.</li> <li>the first part of every claim for which you are responsible.</li> </ul>	£5,000,000  £250, other than subsidence where the excess is £1,000 and Property Owners Legal Liability where there is a nil excess.		
Section C – (Option	al with Section A)			
SECTION C – PERSONAL ACCIDENT	T if you, your partners or employees suffer accidental death or bodily injury, benefits will be paid at a level dependent on the nature of the injury.  Each unit will pa £5,000 for death permanent disab or £50 per week temporary disable Max 10 units per			
• Excess	<ul> <li>excluding the first 7 days for temporary disablement</li> </ul>			
Section D – (Standa	rd Cover)			
SECTION D – LEGAL EXPENSES	<ul> <li>the policy will assist you in meeting legal expenses incurred over employment disputes and compensation awards, legal defence against criminal prosecution, statutory licence protection, property protection, Data Protection Act 1998, HM Revenue and Customs investigations or VAT disputes and appeals.</li> <li>Extra benefits include:         <ul> <li>4 hour legal advice helpline – for confidential advice on legal matters in connection with the business.</li> </ul> </li> <li>DASbusinesslaw.com – access to a bespoke website with guidance for health and safety, employment law, with template documents and much more.</li> </ul>	£250,000		
Section E – (Optiona	al with Section A)			
SECTION E – DOMESTIC CONTENTS AND PERSONAL POSSESSIONS  Excess	<ul> <li>If you live on your business premises, you will be able to include your Domestic Contents and Personal Possessions as part of your business policy. The sum insured should represent the full cost of replacing all household goods. Valuables, Personal Effects and Money can also be insured whilst anywhere in the world.</li> <li>the first part of every claim for which you are responsible.</li> </ul>	Sum Insured as shown in the Schedule.		

#### **CONDITIONS AND EXCLUSIONS**



Please refer to the Conditions and Exclusions in the Policy Wording/Schedule for further details.

#### **General Conditions**

- 1. The Policy and Schedule shall be read together as if they are one document.
- 2. Reasonable Precautions.
- 3. Notification of Changes in Circumstances.
- 4. Fraud and Misrepresentation.
- 5. Cancellation by the Insurer.
- 6. Cancellation by the Insured.

#### **Claims Conditions**

- 1. 1.1 Immediate written notice to Insurer.
  - 1.2 Immediate notice to Police.
  - 1.3 Writ and Summons.
  - 1.4 Supply full details of claim, including supporting documentation.
  - 1.5 Minimise the Damage.

#### **General Exclusions**

- 1. Radioactive Contamination.
- 2. War and Similar Risks.
- 3. Sonic Bangs.
- 4. Confiscation.
- 5. Terrorism (not applicable to Section E).
- 6. Terrorism (applicable to Section E).

#### **Special Conditions**

- 1. Flammable Oils.
- 2. Inspection of Plant and Equipment.
- 3. Security.
- 4. Minimum Standards of Security.

- 7. Monthly Instalments.
- 8. Arbitration.
- 9. Death of the Insured.
- 10. Breach of Warranty.
- 11. Contract Rights.
- 12. Sanctions.
- 2. Written Consent and Conduct of Claim.
- 3. The Insurer's right to settle a claim.
- 4. The Insurer's Liability.
- 5. Salvage Rights.
- 6. Dual Insurance Rights.
- 7. Date Recognition
- 8. Foot and Mouth Disease.
- 9. Pollution.
- 10. Mould Property Damage.
- 11. Asbestos
- 5. Unoccupied Premises.
- 6. Frying Equipment.
- 7. Source of Damage

#### **Frying Equipment**

## (operative in respect of Policy Sections A – Trade Contents and Policy Section B – Buildings)

It is a condition precedent to Insurer's liability that

- (1) any frying range together with the connecting flue pipe, (if any), be securely fixed and well clear of and/or protected from contact with woodwork or other combustible materials.
- (2) all cooking equipment used for deep fat frying shall be fitted with a thermostat which will prevent the temperature of fat or oil exceeding 205° Celsius (401° Fahrenheit), and a high temperature non self-resetting limit control to shut off the heat source if the fat or oil exceeds 230° Celsius (446° Fahrenheit).
- (3) all cooking equipment used for deep fat frying
  - shall be installed and operated in accordance with the manufacturer's instructions,
  - any frying range shall be serviced at least once every twelve months by a suitably qualified engineer and otherwise maintained as necessary,
  - any table top and/or basket fryer shall be serviced by a suitably qualified engineer or replaced at least once every thirty six months and otherwise maintained as necessary,
  - shall not be left unattended whilst the heat source is operating.
- (4) all sump boxes, filters, traps and grease removal devices be cleaned at least once every week.
- (5) crackling oily and greasy waste and cloths shall be kept in metal bins with metal lids and removed from the Buildings at the close of each day's business.
- (6) all extraction systems including flues, hoods, canopies, extraction motors, fans and the entire length of any ducting shall be cleaned at least once every twelve months by a professional contractor.
- (7) there be kept near the frying range and maintained in efficient working order
  - a fire blanket, and
  - at least one, type F wet chemical portable fire extinguisher.



#### **PROTECT YOUR BUSINESS**

#### **Minimum Standards of Security**

It is a condition precedent to Insurer's liability in respect of Loss, Destruction or Damage occurring more than 30 days after the inception of the policy that

- (1) final exit doors must be secured as follows:
  - (a) timber doors by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
  - (b) aluminium doors by cylinder mortice lock operating a swinging lock bolt
  - (c) uPVC doors by key operated multi-point locking devices having three or more locking points
  - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.
- (2) all other external doors and internal doors leading to common areas or other premises must be secured:
  - (a) by the means set out in (1), or
  - (b) by key operated security bolts fitted top and bottom.
- (3) all opening windows or rooflights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut.
- (4) any security measures stipulated or agreed by Insurers in writing.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

#### **CUSTOMER SERVICE SECTION**

#### Your "Right to Cancel"

If, once you have checked your policy, you decide not to proceed with the insurance you may cancel your policy during a period of 14 days either from the day of purchase of the contract or on the day on which you received your policy documentation, whichever is the later. If the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

If the cover has commenced and should you wish to cancel the policy during the 14 day period, you will be entitled to a full refund of the premium paid, except where you have already made a claim under your policy, in which case there will be a deduction for the time you have been covered. After the 14 day period the 'Cancellation Rights' are as set out in the policy. If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium. To cancel your policy, please contact Morgan Richardson Ltd.

#### **How To Notify a Claim**

To make a claim please telephone the dedicated Claims Helpline which is available 24 hours a day, please have your Policy Number ready when calling; Telephone: **0330 124 1242**.

#### **Complaints Procedure – What To Do If You Have A Complaint**

We aim to ensure that you are totally satisfied with our service. However, there may be occasions when you feel this objective has not been achieved. If you are unhappy because we have not delivered the service you expect, we would like to put things right. We would encourage you, in the first instance, to contact our Customer Services Manager at Morgan Richardson Ltd, Westgate Court, Western Road, Billericay, Essex CM12 9DY or telephone 01277 630666. You will be sent a copy of our Complaint Handling Procedure which contains information on how to take your complaint further, if we cannot resolve your complaint to your satisfaction. You may subsequently be able to refer your Complaint to the Financial Ombudsman Service.

#### **The Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

#### "PUB ECONOMY" ALTERNATIVE

An Economy Version of this Policy is also available, certain sections of which are part of the Standard Cover in our 100% Proof Policy, and there are reduced limits in some Sections. Whether this Policy (Pub Economy) is right for your Business will only be ascertained after we have discussed your demands and needs.

#### COMPARISON SUMMARY OF THE MAIN DIFFERENCES IN COVER BETWEEN "100% PROOF" AND "PUB ECONOMY"

For full details of these and Exclusions & Limits, please read the Policy Wording/Schedule

11-	100	1%	PR	0	0	F"	CC	7(	/FI	2

**Trade Contents** (including all stock) Insured for:

All Risks

Theft including Unforced Entry

Accidental Damage

Subsidence

Business Interruption (Insured for: All Risks -Accidental Damage and Theft including Unforced Entry)

Loss of income -

£500,000

Book Debts -

- £25,000 Alternative Domestic Accommodation - £10,000
- Notifiable Human Disease
- Murder and Suicide
- **Defective Sanitation**
- Vermin
- **Denial of Access**

**Personal Possessions** 

Trace and Access

- Subsidence
- Accidental Damage
- Loss of Attraction, Bomb Hoax/Bomb Scare Pollution, Damage to Suppliers' Premises, Strikes at Suppliers Premises, Failure of Public Utilities, Property in Transit.

Glass	Replacement value
<b>Employers Liability</b>	£10,000,000
<b>Public &amp; Products Liability</b>	£5,000,000
Health & Safety at Work	£100,000
Money \	See Limits Under
Assault }	Policy Sections
Refrigerated Stock	£3,000
Loss of Licence	£150,000
Computer Breakdown	£5,000
<b>Employee Dishonesty</b>	£5,000
Buildings Personal Accident	Optional Cover - All Risks including Accidental Damage and Subsidence. Optional £5,000 per unit up to 10 units
Legal Expenses	£250,000
Domestic Contents &	Optional based on

sum insured

#### "PUB ECONOMY" COVER

**Trade Contents** (including all stock)

**Covered against:** 

Fire, Lightning, Explosion, Aircraft or Earthquake; Malicious Persons; Riots; Storm or Flood; Escape of Water and Impact:

Theft following entry or exit to or from the premises by forcible and violent means or following actual or threatened violence or assault to the Insured.

**NOT COVERED** 

NOT COVERED

**Business Interruption** (Covered against:

Fire, Specified Perils and Theft, all as defined above).

Loss of income -

£500,000 £25,000

Alternative Domestic Accommodation - £10,000

- Notifiable Human Disease
- Murder and Suicide

Book Debts -

- **Defective Sanitation**
- Vermin
- **Denial of Access**
- NOT COVERED
- **NOT COVERED**
- NOT COVERED

**Domestic Contents &** 

**Personal Possessions** 

Glass Replacement value **Employers Liability** £10,000,000 **Public & Products Liability** £2,000,000 Health & Safety at Work £100,000 Money See Limits Under Assault **Policy Sections** Refrigerated Stock £3,000 Loss of Licence £150,000 Computer Breakdown Not available **Employee Dishonesty** Not available **Buildings** Optional Cover -Fire, Specified Perils (as above). Subsidence is excluded from this Policy. Personal Accident Not available **Legal Expenses** Not available

Not available

NOT COVERED

Locating source of Damage Trace and Access

#### **INSURANCE PROSPECTUS**



#### Morgan Richardson Ltd Insurance Brokers

Westgate Court, Western Road Billericay, Essex CM12 9DY Tel: 01277 630666, Fax: 01277 632255 E-mail: quotes@morganrichardson.co.uk www.morganrichardson.co.uk Authorised and Regulated by the Financial Conduct Authority