

Silver Service

Insuring the needs of
Restaurants and Cafes



Insurance Prospectus

(Including Policy Summary)

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SILVER SERVICE – RESTAURANT INSURANCE

TAILORED BUSINESS INSURANCE PACKAGE

"Silver Service" is a tailored insurance package devised by Morgan Richardson Ltd., insurance brokers established in 1994, specialising in tailored insurance products. "Silver Service" is designed for the needs of Restaurants.

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.
- 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 all Contents, including, but not limited to Stock, 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. It is important that the Sums insured for all contents and the rebuilding cost of the building is adequate, if you are unsure you should seek the guidance of a professional quantity/buildings surveyor.

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 “Silver Service” Policy is a Morgan Richardson Ltd product arranged with American International Group UK Limited. 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		
<p>SECTION A1 – TRADE CONTENTS</p>	<p>– Trade Contents including stock, fixtures and fittings, tenants improvements, decorations or alterations, business records up to £10,000, computer hardware, 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:</p> <p>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.</p>	<p>Replacement as new.</p> <p>Sum Insured as shown in the Schedule.</p>
<p>Additional Covers:</p> <ul style="list-style-type: none"> • Exhibitions and Outside Functions • Guests and Visitors Property • Hiring Out • Temporary Removal 	<ul style="list-style-type: none"> – damage to Trade Contents whilst at or en route to or from any exhibition, fairs, functions or banquets situated within the territories. – damage to guests and visitors property within the Premises. – damage to property hired out whilst away from the premises. – damage to Trade Contents whilst temporarily removed for cleaning, renovation, repair or other similar purpose. 	<p>£2,000 for any one event.</p> <p>£1,000 any one guest or visitor.</p> <p>£250 any one event</p> <p>Limited to 15% of the sum insured for Trade Contents.</p>

<ul style="list-style-type: none"> • Collections and Deliveries • Seasonal Increase • Replacement of Locks • Loss of Metered Water • Theft Damage to Buildings • Damage by Emergency Services • Debris Removal • Rent • Trace and Access • Excess 	<p>– damage to Trade Contents whilst in the course of collection or delivery.</p> <p>– 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.</p> <p>– 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.</p> <p>– for the increase in water charges charged by the water authority following damage to the Trade Contents and/or Buildings.</p> <p>– damage to Buildings for which you are responsible as tenant but not as owner following theft or attempted theft.</p> <p>– damage to paths and gardens at the premises caused by the emergency services.</p> <p>– expenses necessarily incurred in removing Trade Contents debris following damage occurring at the premises.</p> <p>– legal liability as tenant to pay rent up to 2 years if the Buildings become unusable as a result of damage.</p> <p>– locating the source of damage and making good.</p> <p>– the first part of every claim for which you are responsible.</p>	<p>£2,500 any one event.</p> <p>50%</p> <p>£2,500 for any one event.</p> <p>£2,500 any one period of insurance.</p> <p>Limited to £2,500 or 15% of the sum insured for Trade Contents, whichever is the greater for any one event.</p> <p>£1,000 for any one event.</p> <p>Limited to 25% of the sum insured for Trade Contents, for any one event.</p> <p>£250</p>
<p>SECTION A2 – BUSINESS INTERRUPTION</p>	<p>– 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.</p>	<p>£500,000</p>
<p>Book Debts</p>	<p>– loss of income as a result of damage to records of amounts owed by customers.</p>	<p>24 months.</p> <p>£25,000</p>
<p>Additional Expenditure</p>	<p>– any reasonable additional expenditure for the provision of alternative domestic accommodation.</p>	<p>£5,000</p>

Additional Covers	<ul style="list-style-type: none"> – includes; • Failure of Public Utilities (£50,000) • Denial of Access • Murder and Suicide (£50,000) • Defective Sanitation (£50,000) • Damage to Third Party Suppliers Premises (£50,000) • Public Emergency (£25,000) • Loss of Attraction (£25,000) • Property in Transit • Strikes (£25,000). 	
SECTION A3 – GLASS	– damage to fixed glass, windows and door frames, and the cost of boarding up prior to repair.	Replacement Value
	– 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.	£10,000,000
Excess	– the first part of every claim for which you are responsible.	Nil
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, arising from a product sold or supplied by your business, or your ownership of the building.	£5,000,000
Excess	– the first part of every claim for which you are responsible.	£250, except bodily injury where there is a 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.	£100,000 any one cause.
	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.	Nil

SECTION A7 – MONEY	<ul style="list-style-type: none"> – loss of business money • on the premises during business hours • in transit or bank night safe • outside business hours contained in a locked safe • outside business hours not contained in a locked safe • in private residence • in vending or gaming machines 	<p>£5,000</p> <p>£5,000</p> <p>£5,000</p> <p>£500</p> <p>£500</p> <p>£1,000</p>
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.	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 permanent disablement or death, or £150 per week for a temporary disablement.
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.	£3,000 for any one event.
Excess	– the first part of every claim for which you are responsible.	£250
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	– the first part of every claim for which you are responsible.	Nil
SECTION A11 – COMPUTER BREAKDOWN	<ul style="list-style-type: none"> – breakdown or failure of any part of the computer equipment arising from either mechanical or electrical defect. • Additional Expenditure • Incompatibility of Electronic Data • Additional Rental 	<p>£10,000</p> <p>£10,000</p> <p>£5,000</p> <p>£1,000</p>
Excess	– the first part of every claim for which you are responsible.	£250

SECTION A12 – EMPLOYEE DISHONESTY	– loss of Money or Trade contents resulting directly from an act of fraud or dishonesty committed by an employee.	£10,000
Excess	– the first part of every claim for which you are responsible.	£250

Section B – (Optional with Section A)

SECTION B – BUILDINGS	<p>– the structure at the premises including landlords’ fixtures and fittings, shop fronts, awnings, external signs and flood lights, outbuildings, boundary and garden walls, fences, gates and posts, and underground cables and pipes from the premises to the public mains are covered against:</p> <p>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.</p>	<p>The cost to rebuild.</p> <p>Sum Insured as shown in the Schedule.</p>
Additional Covers :		
• Architects’ Fees	– architects’, consulting engineers’ and surveyors’ fees necessarily incurred in the reinstatement following damage to Buildings.	
• Local Authority Requirements	– the additional cost of reinstatement 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.	
• Rent	– loss of rent receivable, including up to 3 years ground rent, if the Buildings become unusable as a result of damage.	Limited to 20% of the sum insured for Buildings.
• Contracting Purchaser	– if selling the Buildings this insurance will be operative in favour of the buyer.	
• Emergency Services	– damage to paths, gardens, driveways and car park surfaces caused by the attendance of the emergency services.	£1,000 any one event.
• Replacement of Locks	– replacement of locks at the premises following theft of keys from the premises or from the home of any director, partner or employee authorised to hold such keys.	£2,500 any one event.
• Loss of Metered Water	– increase in metered water charges charged by the water authority following damage to the Buildings and/or Trade Contents.	£2,500 any one period of insurance.

<ul style="list-style-type: none"> • Excess 	<p>– the first part of every claim for which you are responsible.</p>	<p>£250, other than subsidence where the excess is £1,000.</p>
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Section C – (Optional with Section A)

<p>SECTION C – PERSONAL ACCIDENT</p>	<p>– 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.</p>	<p>Each unit will pay £5,000 for death or permanent disablement, or £50 per week for a temporary disablement. Max 10 units per person.</p>
<ul style="list-style-type: none"> • Excess 	<p>– excluding the first 7 days for temporary disablement.</p>	

Section D – (Standard Cover)

<p>SECTION D – LEGAL EXPENSES</p>	<p>– the policy will assist you in meeting legal expenses incurred in connection with employment disputes and compensation awards, employment restrictive covenants, legal defence against statutory licence appeals, contract and debt recovery, crisis communication, Tax investigations & VAT disputes.</p> <p>Extra benefits include: 24 hour legal advice helpline, 365 days of the year – for confidential advice on legal matters in connection with the business.</p> <p>Araglegal.co.uk – access to a business legal services website with a wide range of documents from employment contracts and settlement agreements, Health and Safety statements and much more and much more.</p>	<p>£250,000</p>
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Section E – (Optional with Section A)

<p>SECTION E – DOMESTIC CONTENTS AND PERSONAL POSSESSIONS</p>	<p>– 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.</p>	<p>Replacement as new.</p> <p>Sum Insured as shown in the Schedule.</p>
<ul style="list-style-type: none"> • Excess 	<p>– the first part of every claim for which you are responsible.</p>	<p>£50</p>

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. | 7. Arbitration. |
| 2. Reasonable Precautions. | 8. Your Death. |
| 3. Notification of Changes in Circumstances. | 9. Contract Rights. |
| 4. Cancellation by the Us. | 10. Subrogation. |
| 5. Cancellation by the Us. | 11. Alterations. |
| 6. Monthly Instalments. | 12. Sanctions. |

Claims Conditions

- | | |
|---|---|
| 1. 1.1 Immediate written notice to Insurer. | 2. Written Consent and Conduct of Claim. |
| 1.2 Immediate notice to Police. | 3. The Insurer's right to settle a claim. |
| 1.3 Writ and Summons. | 4. The Insurer's Liability. |
| 1.4 Supply full details of claim, including supporting documentation. | 5. Salvage Rights. |
| 1.5 Minimise the Damage. | 6. Dual Insurance Rights. |

General Exclusions

- | | |
|-------------------------------|---|
| 1. Radioactive Contamination. | 7. Mould. |
| 2. War and Similar Risks. | 8. Asbestos. |
| 3. Sonic Bangs. | 9. Communicable Disease. |
| 4. Confiscation. | 10. Cyber. |
| 5. Terrorism. | 11. Cyber - Employers' Liability. |
| 6. Pollution. | 12. Cyber - Public and/or Products Liability. |

Special Conditions

- | | |
|---------------------------------------|-------------------------|
| 1. Flammable Oils. | 5. Unoccupied Premises. |
| 2. Inspection of Plant and Equipment. | 6. Frying Equipment. |
| 3. Security. | 7. Source of Damage |
| 4. Minimum Standards of Security. | |

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.

“RESTAURANT ECONOMY” ALTERNATIVE

An Economy Version of this Policy is also available, certain sections of which are part of the Standard Cover in our Silver Service Policy, and there are reduced limits in some Sections. Whether this Policy (Restaurant 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 “SILVER SERVICE” AND “RESTAURANT ECONOMY”

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

“SILVER SERVICE” COVER

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)

- u Loss of income - £500,000
- u Book Debts - £25,000
- u Alternative Domestic Accommodation - £10,000
- u Murder and Suicide
- u Defective Sanitation
- u Denial of Access
- u Subsidence
- u Accidental Damage
- u Loss of Attraction, Public Emergency, Damage to Suppliers' Premises, Strikes at Suppliers Premises, Failure of Public Utilities, Property in Transit. }

Glass Replacement value

Employers Liability £10,000,000

Public & Products Liability £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 £10,000

Employee Dishonesty £10,000

Buildings Optional Cover - All Risks including Accidental Damage and Subsidence.

Personal Accident Optional £5,000 per unit up to 10 units

Legal Expenses £250,000

Domestic Contents & Personal Possessions Optional based on sum insured

Trace and Access Locating source of Damage

“RESTAURANT 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).

- u Loss of income - £500,000
- u Book Debts - £25,000
- u Alternative Domestic Accommodation - £10,000
- u Murder and Suicide
- u Defective Sanitation
- u Denial of Access
- u NOT COVERED
- u NOT COVERED
- u NOT COVERED

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. Not available

Personal Accident

Legal Expenses Not available

Domestic Contents & Personal Possessions Not available

Trace and Access NOT COVERED

INSURANCE PROSPECTUS



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Authorised and Regulated by the
Financial Conduct Authority