

HSBC Insurance Brokers

# Pubs, Inns and Restaurants

*Insurance details (including a policy summary)*

HSBC Insurance 

*Underwritten by Allianz Insurance plc*



# Contents

Introduction 2

Pubs, Inns and Restaurants  
Policy Overview 3

Policy Summary **keyfacts**<sup>®</sup>

What is Pubs, Inns and Restaurants? 4

Cancellation Rights 4

How to make a Complaint 4

Financial Services  
Compensation Scheme 4

Policy Duration 4

Please read the Policy 4

## Core Covers

Trade Contents 5

Business Interruption 6

Liabilities 7

Glass and Sanitary Fittings 8

Money and Personal Accident  
(Assault) 8

## Optional Covers

Portable Business Equipment 9

Computer Breakdown 9

Buildings 10

Deterioration of Stock 10

Goods in Transit 11

Personal Accident 11

Loss of Licence 12

Engineering Insurance 12

Machinery and Plant Inspection 12

Fidelity Guarantee 13

Business Legal Expenses 14

Family Legal Expenses 15

Home Contents 16

Personal Possessions 16

## Notifying a Claim

Allianz Claims Handling Office 17

Legal Expenses Claims 17

General Exclusions 17

General Conditions 18

Special Conditions 19

## Additional Information

Display and Retention of Employers  
Liability Certificates 20

Health and Safety Legislation 20

Data Protection Act 20

Cover for Terrorism 21

Policy Limits 21

## Further information from your Insurance Adviser

Other Insurances 22

Security Requirements 23

# Introduction

## Your Insurer

Allianz Insurance plc is one of the largest Insurers in the UK. Our long and consistent track record gives you the peace of mind that you can trust us to be there when you need us.

Our friendly, efficient and professional people are committed to provide you with a high quality service.

In the event of having a claim, you will be in good hands. Our professional teams of claims handlers will deal with your loss promptly and seek flexible solutions to get your business back to full strength as soon as possible.

Allianz is authorised and regulated by the Financial Services Authority, registration number 121849. This can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## Your Insurance Adviser

HSBC Insurance Brokers is a leading global specialist insurance and reinsurance broker.

HSBC Insurance Brokers can arrange a high quality package solution of bespoke insurance products and services designed to meet your business and individual needs, which is competitively underwritten by Allianz Insurance plc.

For further information please ring HSBC Insurance Brokers on 0845 587 3359.

# Pubs, Inns and Restaurants Policy Overview

## Core Covers

- Trade Contents - provides All Risks cover for loss or damage to all trade contents (including stock, goods in trust, fixtures and fittings).
- Money and Personal Assault - covers loss of business money and provides compensation for an accident sustained as a direct result of an attack whilst carrying on the business
- Glass and Sanitary Fittings - covers breakage of fixed, plain and wired glass
- Business Interruption - designed to help you keep your business going if it is interrupted by a cause covered by the Trade Contents section. It covers loss of Gross Profit due to a reduction in turnover.
- Liabilities:
  - Public/Products Liability covers your legal liability to members of the public and for claims arising from products sold or supplied by you.
  - Employers Liability covers your legal liability to employees if they are injured whilst working for you.
- Goods in Transit - covers stock and business goods whilst in transit anywhere in the United Kingdom.
- Personal Accident - covers you, your partners, directors or employees against accidents
- Loss of licence - covers loss of Gross Profit if the premises licence is forfeited, suspended or withdrawn.
- Engineering Insurance - covers you for accidental damage to plant and adjacent property, including breakdown of the plant
- Machinery and Plant Inspections - covers you for inspection of your plant
- Fidelity Guarantee - covers you for loss of money or goods caused by the dishonesty of your employees
- Business Legal Expenses - provides your business with protection for legal costs relating to:
  - Employment Disputes
  - Bodily Injury
  - Property Protection
  - Compensation Awards
  - Legal Defence
  - Tax Protection

## Additional Benefits

- Glass replacement 24 hours a day and all year round by Solaglas, who will bill us direct.
- Free legal advice telephone helpline 24 hours a day and all year round.
- Family Legal Expenses - provides you and any member of your family living with you protection for:
  - Employment Disputes
  - Property Protection
  - Tax Protection
  - Legal Defence
  - Contract Disputes
  - Bodily Injury
  - Jury Service

## Optional Covers

- Computer Breakdown - provides a wider cover than that given by the Trade Contents Section on computer equipment including cover for damage or breakdown
- Portable Business Equipment - covers damage to specified items of business equipment away from your premises
- Buildings - cover is provided on an All Risks basis with the option to include damage caused by subsidence.
- Deterioration of Stock - covers loss of food in any cold chamber or freezer by deterioration caused by a rise or fall in temperature as a result of damage or a fault in the refrigeration machinery or accidental failure of the electricity supply.
- Home contents - covers the contents of the home which belong to you, your family or domestic staff
- Personal Possessions - provides cover for your personal belongings and pedal cycles for loss or damage while at your home or anywhere in the UK.

# Policy Summary

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This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

This summary should be read in conjunction with your policy schedule.

## What is Pubs, Inns and Restaurants?

Pubs, Inns and Restaurants are designed to cover the assets, earnings and the legal liabilities of your business. It is underwritten by Allianz Insurance plc.

Pubs, Inns and Restaurants is a composite policy with six core covers and fourteen optional covers.

## Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day cancellation period and receive a return of any premium paid.

This is subject to certain terms, full details of which can be found in the policy wording, a copy of which is available on request.

## How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Tel: 01483 552438  
email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

Full details of our complaints procedure can be found in your policy documentation.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

## Would I receive compensation if Allianz were unable to meet its liabilities?

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

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme  
7th Floor, Lloyds Chambers  
Portsoken Street  
London E1 8BN

Tel: 020 7892 7300  
Fax: 020 7892 7301  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
[www.fscs.org.uk](http://www.fscs.org.uk)

## Policy Duration

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

## Please Read the Policy

Please periodically read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to change anything or if there is anything you do not understand please notify HSBC Insurance Brokers. If you fail to notify us of any changes you require, your policy may not operate or not operate fully.

# Core Covers

## Trade Contents (*policy pages 13–17*)

### Significant Features and Benefits

All Risks cover which includes loss or damage to your stock, business furniture, internal and external fixtures and fittings and tenants improvements and decorations

Clothing and personal effects up to £500 any one person

Cost of replacement of locks following loss of keys up to £1,000

Index linking - inflation adjustment in line with the Retail Price Index

Seasonal increase in stock sum insured, see policy documents for increase

Business contents temporarily removed for cleaning, renovation or repair up to 20% of the sum insured

Exhibition cover up to £1,000

Automatic reinstatement of loss - sums insured are not reduced following a claim subject to payment of an additional premium

Damage by theft - the cost of damage to the buildings

Removal of debris - the cost of removal of debris

Accidental damage caused by emergency services - covers damage to grounds resulting from damage to the buildings up to £1,000

Loss of heating oil and metered water - covers additional supply charges due to damage up to £1,000

Damage to contents and stock caused by the leakage of beer

Damage, other than by weather conditions, to property in the open up to £500

Damage to trophies whilst within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands up to £3,500

#### Optional Cover

- subsidence
- computer breakdown
- portable business equipment

### Significant Exclusions or Limitations

- theft or theft damage not involving forcible and violent entry to or exit from the premises
- theft or theft damage involving any partner, director, employee or family member
- theft damage to tills or cash registers unless left visibly open when the premises are closed
- storm, tempest and flood damage to stock or contents in the open
- error or omission or stocktaking shortages
- frost, wear and tear, gradual deterioration, inherent defect, depreciation
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- dyeing, cleaning, repair, renovation
- electronic, electrical or mechanical breakdown, failure or derangement
- faulty design, plan, specification or materials
- variations in temperature or humidity
- subsidence cover (where applicable) excludes:
  - damage to surfaced areas, walls, gates and fences
  - coastal or river erosion
  - damage prior to the inception of cover
- pollution or contamination
- Household contents and your personal effects
- theft or attempted theft while any Business Area which has a separate external entrance is left unattended unless certain security conditions are met
- deception unless deception is used to gain entry to Premises
- escape of water from any tank, apparatus or pipes when the main building of the premises is unoccupied or unfurnished
- a maximum sum insured of £500,000 per location applies to Trade Contents
- £100 excess increasing to £150 for accidental/malicious damage, £250 for theft/attempted theft and £1,000 for subsidence (where applicable)

## Business Interruption (*policy pages 18–21*)

### Significant Features and Benefits

Covers loss of income if the business is interrupted or interfered with as a result of loss or damage by any cause covered by the Trade Contents section up to £500,000 for up to 24 months

Book debts - £25,000 - outstanding debts that cannot be traced if your accounts are destroyed

Auditors and Accountants charges incurred in connection with a claim

Denial of access - provides cover should property in the vicinity of your premises be damaged and access to your premises is prevented or hindered

Failure of utilities - provides cover arising from damage to the terminal ends feed of the electricity station or sub-station gas or waterworks of the public supply undertaking

Specified Illnesses – loss due to any Specified Illness at the Premises or food or drink supplied from the Premises, the discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness, any occurrence of Legionellosis at the Premises, the discovery of vermin, pests or defects in the drains at the Premises which cause restrictions by order of the local authority and murder or suicide at the premises

Suppliers premises - provides up to £25,000 for interruption caused by damage at suppliers premises

Telecommunications breakdown - covers accidental failure of telecommunications services to your premises

Bomb scare - suspected or actual presence of a bomb in or near your premises

### Significant Exclusions or Limitations

- exclusions as shown under the Trade Contents, Glass and Sanitary Fittings, Deterioration of Stock and Buildings sections
- the deliberate act of a utility supplier in restricting the supply
- bomb scare occurring in Northern Ireland
- bomb scare excludes the first four hours of any incident

#### Condition

- you are required to store records in a fireproof cabinet or safe (applicable to book debts only)

## Liabilities (policy pages 22–29)

### Significant Features and Benefits

Public and Products Liability - covers your legal liability in connection with your business for:

- Accidental injury to members of the public or accidental damage to property not owned by you up to your limit of indemnity for any one claim
- Accidental injury or accidental damage caused by products supplied by you up to your limit of indemnity for any one period of insurance

Employers Liability - covers your legal liability to your employees for death or injury happening in the course of their employment with you up to £10 million any one claim

Damage to Leased or Rented Premises - liability for damage to leased, rented or hired premises

Cover includes the legal liabilities of:

- Members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Your partners, directors or employees
- Anyone you are carrying out work for under a contract in respect of that work

Health and Safety at Work - provides legal and other costs incurred in defending prosecutions

Motor Contingent Liability- covers you against liability for vehicles not owned or provided by you in connection with the business

Joint Liabilities - if more than one party is named as the Insured, the policy will cover them separately subject to the overall policy limit

Guests property - covers you against liability for damage to your guests property up to £2,500 any one claim and £10,000 any one Period of Insurance

Consumer Protection Act - covers cost of defence of criminal proceedings

Court Attendance Costs - covers attendance as a witness in connection with a claim. Limits are:

- £250 for each days attendance for partners and directors
- £150 for each days attendance for an employee

Bonfire and firework displays - covers you for liability for up to two bonfire and firework displays providing you adhere to certain conditions

### Significant Exclusions or Limitations

- loss of or damage to property belonging to you or in your charge or control, other than Employees personal effects
- the cost of recalling or refunding a defective product or rectifying faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or water craft or aircraft
- liability arising out of error or omission in any advice or treatment
- products liability arising from:
  - any product installed or incorporated in aircraft or spacecraft
  - exports to the USA or Canada with your knowledge
- any liability in respect of pollution or contamination:
  - in the USA or Canada
  - occurring elsewhere unless caused by a sudden and unintended incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- work on an offshore installation or travel to or from
- injury to any employee where motor insurance is required by legislation
- any liability in respect of work away from the premises other than collection and delivery and attendance at any exhibition (unless included in your policy documentation)

## Glass and Sanitary Fittings (*policy page 30*)

### Significant Features and Benefits

Covers damage to:

- fixed, plain or wired glass, mirrors and sanitary fittings
- window alarm fail, ornamental glass, lettering, painting, embossing and silvering up to £500

Covers boarding up costs and provision of a temporary door

### Significant Exclusions or Limitations

- damage directly from repairs or alterations to your premises
- damage to glass or sanitary fittings already damaged at commencement of cover
- scratching or chipping of glass unless it extends through the whole glass
- excess of £100

## Money and Personal Accident (Assault) (*policy pages 31–34*)

### Significant Features and Benefits

Crossed cheques and other non-negotiable money - maximum limit £250,000

Cash and other negotiable money:

- in transit or in a bank night safe - £5,000
- in the Home and/or Business Area in a locked safe – £5,000
- in the Home and/or Business Area not in a locked safe – £2,500
- while at the residence of any principal or authorised employee away from the premises - £500
- in a locked safe on the premises out of business hours - £1,500
- in a gaming, amusement or vending machine - £500

Higher limits are available upon request

Theft or theft damage to any safe

Personal Accident Assault – If you or your partners, directors or employees are attacked while carrying on the business:

- death, loss of limb, loss of sight and permanent total disablement £10,000
- temporary total disablement £100 per week (up to 104 weeks)
- clothing or personal effects up to £500
- personal money up to £100

### Significant Exclusions or Limitations

- loss due to the dishonesty of any employee not discovered and reported to us within 14 days
- loss from any unattended vehicle
- personal assault benefits to any person aged under 16 or over 70 years
- £100 excess applies

#### Condition

- money in transit other than by a special security company must be accompanied by two able-bodied adults when in excess of £3,000 and three able-bodied adults when in excess of £6,000

# Optional Covers

## Portable Business Equipment (*policy page 17*)

### Significant Features and Benefits

All risks cover for buildings, fixtures, fittings, fixed sanitaryware, boundary walls, gates, fences, hedges, patios, hardcourts, swimming pools, car ports, lean-tos, terraces, drives and footpaths

Buyer's interest - covers damage happening after you have agreed to sell your interest in the premises but before the completion date

Capital additions - covers newly acquired or erected buildings or alterations, additions and improvements without the need to advise in advance

Public Authorities - costs incurred in rebuilding or repair to a standard required by the authorities

Removal of debris costs - up to its sum insured

Alternative accommodation - the cost of alternative accommodation for employees if the building is rendered unfit to live in or access is denied, up to £10,000

#### Optional Cover

- subsidence

### Significant Exclusions or Limitations

- dyeing, cleaning, repair, renovation
- damage caused by:
  - theft or attempted theft when the main building of the premises is unoccupied or unfurnished
  - escape of water from any tank, apparatus or pipes when the main building of the premises is unoccupied or unfurnished
- excludes damage to fences and gates and moveable property in the open by weather conditions
- pollution or contamination
- consequential loss
- mildew, rust, insects, woodworm, vermin
- malicious damage or escape of water or oil if the premises are not in use for more than 7 days, unless inspected every day
- damage due to changes in water table level
- £100 excess increasing to £150 for accidental damage and £1,000 for subsidence (where applicable)

## Computer Breakdown Cover (*policy pages 35–36*)

### Significant Features and Benefits

Damage to computer hardware and software caused by breakdown

The cost of reinstating programs or data accidentally erased, destroyed, distorted or corrupted up to £10,000

Increased cost of working following computer breakdown up to £15,000

This is an optional extension of the Trade Contents section. The Trade Contents section must be in force for this extension to apply

### Significant Exclusions or Limitations

- wear and tear, corrosion, or other deterioration
- delay, loss of use, loss of market, erasure of records or consequential loss of any kind
- any loss, damage costs or expenses recoverable under the terms of any warranty, guarantee or maintenance contract
- cost of modification or rectification of defects of design material or workmanship
- £100 excess applies

#### Conditions

- Computer hardware - where the computer hardware is more than 5 years old you must have a maintenance agreement with the manufacturers, or a company approved by the manufacturers
- Restoring of data - you must maintain 2 duplicate copies of the data and one must be stored in a safe place away from the premises

If you fail to comply with these conditions your policy may not operate or not operate fully

# Optional Covers

*continued*

## Buildings (policy pages 37–39)

### Significant Features and Benefits

All risks cover for buildings, fixtures, fittings, fixed sanitaryware, boundary walls, gates, fences, hedges, patios, hardcourts, swimming pools, car ports, lean-tos, terraces, drives and footpaths

Buyer's interest - covers damage happening after you have agreed to sell your interest in the premises but before the completion date

Capital additions - covers newly acquired or erected buildings or alterations, additions and improvements without the need to advise in advance

Public Authorities - costs incurred in rebuilding or repair to a standard required by the authorities

Removal of debris costs - up to its sum insured

Alternative accommodation - the cost of alternative accommodation for employees if the building is rendered unfit to live in or access is denied, up to £10,000

#### Optional Cover

- subsidence

### Significant Exclusions or Limitations

- dyeing, cleaning, repair, renovation
- damage caused by:
  - theft or attempted theft when the main building of the premises is unoccupied or unfurnished
  - escape of water from any tank, apparatus or pipes when the main building of the premises is unoccupied or unfurnished
- excludes damage to fences and gates and moveable property in the open by weather conditions
- pollution or contamination
- consequential loss
- mildew, rust, insects, woodworm, vermin
- malicious damage or escape of water or oil if the premises are not in use for more than 7 days, unless inspected every day
- damage due to changes in water table level
- £100 excess increasing to £150 for accidental damage and £1,000 for subsidence (where applicable)

## Deterioration of Stock (policy page 40)

### Significant Features and Benefits

Loss of stock in any cold chamber or freezer by deterioration caused by a rise or fall in temperature as a result of damage to or a fault in the refrigeration machinery or accidental failure of the electricity supply

Accidental leakage of refrigerant or refrigerant fumes

### Significant Exclusions or Limitations

- failure of the public electricity supply due to a deliberate act of the supplier
- loss or damage due to any deliberate act or wilful neglect by you
- any consequential loss
- £100 excess each and every claim
- any amount exceeding £500 for stock within the refrigeration unit of your vehicle

#### Condition

- a maintenance contract must be in force for any cold chamber or freezer over 5 years old

# Optional Covers

*continued*

## Goods in Transit (policy page 41)

### Significant Features and Benefits

Loss or damage to your business goods whilst in transit

Accidental damage to business goods whilst being loaded onto, carried by or loaded from any enclosed vehicle by you or your employees

Accidental damage whilst being dispatched by road, rail or post and before arrival at the final destination

### Significant Exclusions or Limitations

- loss or damage due to:
  - deterioration or inadequate packaging or addressing
  - consequential loss
- theft from any vehicle left unattended:
  - i) unless all points of access closed and secured by the locks and other protections fitted and all the keys are removed
  - ii) between the hours of 9.00pm and 6.00am unless the vehicle is kept in a locked building
- certain specified items such as glass, livestock, precious metals or stones, jewellery, watches, furs, money, documents (see policy for full details)
- loss or damage outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- fragile items, unless caused by fire, collision or overturning of vehicle
- £100 excess applies

## Personal Accident (policy pages 42–43)

### Significant Features and Benefits

Covers you, your partners, working directors or employees against accidents

A choice of up to four units per person. One unit:

- Permanent total disablement - £5,000
- Temporary total disablement - £50 per week

Weekly benefits payable for up to 104 weeks

Compensation payable for permanent total disablement will be in accordance with the scale shown in the policy wording

### Significant Exclusions or Limitations

- caused by or due to an existing physical or mental condition
  - winter sports (other than sledging in the UK) mountaineering or rock climbing (using ropes or guides), pot-holing, caving, any underwater activities using breathing apparatus, combat sports, hunting, riding or driving in any race, squash, hockey, football (see policy for full details)
  - aviation other than as a fare paying passenger
  - due to suicide, intentional self injury, influence of alcohol or drugs, pregnancy or childbirth, HIV including AIDS, using power driven woodworking machinery
  - weekly compensation for the first two weeks of temporary disablement
- Condition**
- The cover will terminate at the end of the insurance period during which the age of 70 is attained

# Optional Covers

*continued*

## Loss of Licence (policy pages 44–47)

### Significant Features and Benefits

Covers loss of Gross Profit if the Premises Licence is forfeited, suspended or withdrawn or if the appropriate licensing authority refuses to renew the licence.

Alternatively if the premises are sold and fetch a lower amount because of the loss of licence the policy covers the reduction in value.

### Significant Exclusions or Limitations

- You must immediately notify us on becoming aware of any:
  - complaint against the premises
  - proceeding against the licence holder, manager, tenant, Designated Premises Supervisor or occupier
  - transfer, surrender or proposed transfer or surrender of the licence
  - objection to renewal of the licence
  - change in management or tenancy of the premises
  - alteration in the business at the premises
- any loss for which you are entitled to obtain compensation under statute
- any loss arising from the alteration of the law which affects the licence
- loss of licence due to any cause in your control

## Engineering Insurance (policy pages 48–50)

### Significant Features and Benefits

Covers accidental damage to plant, including breakdown, and accidental damage to property adjacent to the plant by impact, blast or fragments from the explosion, implosion or collapse of the plant

Additional expenses - covers costs of making a temporary repair, up to £2,000

Automatic inclusion of plant - covers additional or substituted plant from the time it is installed

Debris removal - costs up to the sum insured for each item

Professional fees - covers the cost of architects', surveyors', legal and consulting engineers fees

### Significant Exclusions or Limitations

- fire, lightning, explosion caused by ignition, aircraft, riot, malicious persons, storm, flood, escape of water, theft
- gradual deterioration in materials due to age or usage
- damage caused during maintenance, repairs, overhaul or modification of plant
- £250 excess applies

## Machinery and Plant Inspection (policy page 51)

### Significant Features and Benefits

Inspection of your plant to meet statutory requirements and Government recommendations

### Significant Exclusions or Limitations

- Testing of plant

# Optional Covers

*continued*

## Fidelity Guarantee (*policy pages 52–53*)

### Significant Features and Benefits

Covers loss of business money, non-negotiable instruments and goods as a result of fraud or dishonesty by an employee

Covers the costs of auditors' fees with our written consent

### Significant Exclusions or Limitations

- loss occurring before an employee starts working for you or 24 months after they have left your employment
- loss arising from subsequent acts of fraud or dishonesty
- loss by any director of your business who holds more than 5% of your share capital
- losses arising outside the UK
- loss of interest, loss of profits or any kind of consequential loss

Special conditions governing the required standards and systems of check are noted in the Policy. Failure to comply with these conditions may invalidate your policy.

## Business Legal Expenses (policy pages 54–62)

### Significant Features and Benefits

Basic cover provides:

- Legal advice help line, access to Lawphone which provides advice on all business related legal matters

#### Optional Covers

- Employment Disputes - covers the cost of defending disputes relating to contracts for full or permanent part time employment
- Compensation Awards - covers the costs of any basic or compensation award and/or order on the grounds of discrimination of sex, race, disability, religious belief or political opinion for which a claim is accepted under the Employment Disputes Section. The total of compensation awards we will pay in any one period of insurance is £1m.
- Property Protection - covers the costs of taking legal action relating to damage to your business premises
- Legal Defence - covers the costs of defending non-motor prosecutions against you which arise out of your business activities
- Tax Protection - covers the costs of an appeal against the Inland Revenue or HM Customs following an in-depth investigation into your most recent PAYE, business tax or VAT accounts
- Bodily injury - covers costs of taking legal action against another person who causes death or bodily injury to you

The most we will pay for all claims arising out of one or more events at the same time or from the same cause is £50,000.

### Significant Exclusions or Limitations

Employment Disputes cover exclusions

- disputes which occur within the first 90 days of inception of this cover
- disputes with an employee who was subject to a warning in the 180 days preceding the inception of this cover
- disputes over redundancy
- any dispute that you have not discussed with the UK Legal Advice Service before you take any action

Property Protection exclusions

- claims relating to mining or subsidence
- property damage arising out of a contract you have with another person or organisation

Legal Defence cover exclusions

- any event which leads to prosecution for infringement of road traffic law or regulations

Tax Protection cover exclusions

- anything to do with an investigation by the Inland Revenue Special Investigation Section or Special Compliance Office

Bodily injury cover exclusions

- personal injury disputes between you and any employee(s)
- any illness or bodily injury which develops gradually or is not caused by a sudden or specific accident

Compensation Award cover exclusions relating to:

- trade union activities
- pregnancy or maternity rights

Exclusions applicable to all covers

- any fines or penalties
- any application for a judicial review
- anything relating to franchise or agency rights
- costs we have not agreed in writing
- costs paid directly to the legal representative or anyone else without our permission
- disputes or claims deliberately or intentionally solicited

## Family Legal Expenses (*policy pages 63–69*)

### Significant Features and Benefits

Employment Disputes - covers negotiations arising from a contract of employment entered into by you which results in an application to an Employment Tribunal

Property Protection - covers negotiations for your legal rights in any civil action relating to property owned by you or for which you are responsible following an event which causes physical damage to such property

Bodily Injury - covers negotiations for your legal rights following an event which causes you to suffer bodily injury or death

Legal Defence - covers defence of your legal rights for non-motor prosecutions resulting from your work as an employee

Tax Protection - covers appeal proceedings related to a full enquiry by the Inland Revenue into your personal tax affairs

Contract Disputes - covers your legal right in a contractual dispute arising from

- buying or hiring of any goods or services
- the selling of any goods

Jury service - covers your salary or wages for the time that you are off work while attending jury service.

### Significant Exclusions or Limitations

Property Protection cover exclusions

- claims relating to mining or subsidence
- a contract entered into by you

Bodily injury cover exclusions

- claims when driving a vehicle
- any illness or bodily injury which develops gradually or is not caused by a sudden or specific accident

Contract disputes cover exclusions

- contract involving motor vehicles
- settlement payable under an insurance policy
- construction work
- lease of less than 8 years
- contract involving an Insured person's profession, business or employment

Exclusions applicable to all covers

- any fines or penalties
- any application for a judicial review
- anything relating to franchise or agency rights
- costs we have not agreed in writing
- costs paid directly to the legal representative or anyone else without our permission
- disputes or claims deliberately or intentionally solicited

# Optional Covers

*continued*

## Home Contents (*policy pages 70–75*)

### Significant Features and Benefits

Covers loss or damage to all home contents (up to £50,000) caused by the following:

- fire, lightning and explosion
- aircraft
- riot, civil commotion or malicious damage
- storm or flood
- falling of aerials, trees or branches
- escape of water from tanks, apparatus or pipes
- impact by vehicles or animals
- theft or attempted theft following forcible and violent entry to or exit from your premises
- subsidence

Audio and video equipment - repair or replacement is covered except when equipment mechanically or electronically breaks down

Emergency kennelling - covers costs for the accommodation of domestic pets during the period which your home is uninhabitable

Frozen food in deep freeze cabinets or refrigerators

Loss of heating oil and metered water - covers additional metered water charges incurred up to £1,000

Replacement of locks - the cost of replacement locks following theft of keys

#### Optional Cover

- Accidental damage

### Significant Exclusions or Limitations

Standard cover exclusions and limitations:

- any living creature
- securities, certifications or documents of any kind
- landlords fixtures and fittings
- theft or theft damage not involving forcible and violent entry to or exit from the premises
- theft or attempted theft, escape of water or heating oil, malicious damage when the home is unoccupied
- £50 excess

Optional cover Exclusions and Limitations (in addition to the above)

- moth, insect, vermin, fungus, rot, wear and tear
- mechanical or electrical breakdown
- damage caused while the home is lent, shared or unoccupied

## Personal Possessions (*policy pages 76–78*)

### Significant Features and Benefits

Covers your personal belongings for loss or damage while at your home or away anywhere in the UK

Foreign travel extension - covers loss or damage to property temporarily outside the UK for a maximum of sixty days in any one period of insurance

Sums insured are index linked

**Note: only available when the Home contents section is in force**

### Significant Exclusions or Limitations

- moth, insect, vermin, fungus, wear and tear, depreciation
- process of dyeing, cleaning, washing or repair
- motor vehicles, caravans, trailers, watercraft, aircraft and parts and accessories on or in any of them
- loss due to depreciation in value, or to accounting errors or omissions
- £50 excess

# Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify our Claims Handling Office:
  - promptly, if an incident occurs that may lead to you making a claim
  - immediately, in the event of a serious accident, loss or damage
  - please provide your policy number and as much information as possible about the claim

## Allianz Claims Handling Office

### Milton Keynes

PO Box 5525

Milton Keynes

MK9 2XR

Tel: 0844 871 0941

Lines are open 24 hours a day.

## Legal Expenses Claims

If you need to make a claim under this section the following claims handling office should be used:

Allianz Legal Protection

Redwood House

Brotherswood Court

Great Park Road

Bradley Stoke

Bristol BS32 4QW

Tel: 0870 243 4340

Lines are open 24 hours a day.

Please state you are a HSBC Pubs, Inns and Restaurants policy holder.

# General Exclusions *(policy pages 10–12)*

- Specific sites (see policy for full details)
- War and similar risks
- Radioactive contamination
- Riot and civil commotion in Northern Ireland
- Computer hardware or software damaged by programming or operator error, virus or similar mechanism, hacking, malicious persons or failure of external networks.
- Failure of computers or other equipment to correctly recognise any date.
- Terrorism except for:
  - Employers Liability where cover is limited to £5m
  - Public and Products Liability where a limit of £5m will apply unless a lower Limit of Indemnity is shown in the policy schedule
  - Personal Accident cover will only exclude Terrorism due to nuclear, chemical or biological contamination.

# General Conditions *(Policy pages 5-6)*

Certain important policy conditions apply to your policy. If you fail to comply with these conditions your policy may not operate or not operate fully.

Full details are contained in the policy documents and schedule, a copy of which is available on request.

## Policy Voidable – Duty of Disclosure

You have a duty under the policy to disclose all material facts. Material facts are those facts which are likely to influence us in the acceptance or assessment of your insurance and it is essential that you disclose them. This duty of disclosure applies at inception of the policy, during the period of insurance and at renewal. If you are in any doubt whether a fact is material, you should disclose it to us, since failure to do so could invalidate your policy, or result in a claim being repudiated. You should also consult HSBC Insurance Brokers, for guidance about your duty of disclosure.

## Change in Circumstances

Your policy has been based on information you have provided. You must notify us as soon as possible of any change which may affect this insurance. In particular you should notify us:

- of any alteration in the ownership of your business or the nature of your business activities or working practices, or the goods manufactured stored or supplied or if you propose to work outside the UK
- of any alteration in the level of security protections at your premises or the failure of your intruder alarm or a reduction in level of Police response to your intruder alarm
- if any part of your premises become unoccupied
- if you propose to let or sub-let any part of the premises
- of any convictions, pending prosecutions or a police caution (other than for motoring offences)
- if your business is to be wound up or discontinued or carried on by a liquidator, receiver or administrator
- of any prosecutions under Health and Safety, Welfare or Environmental Protection legislation.

We will then advise you if policy cover will still be applicable, or of any change to the terms or conditions applying to your policy.

If you fail to notify us of any changes, your policy may not operate or not operate fully. If you are in any doubt about whether any change should be advised to us, please consult HSBC Insurance Brokers.

## Adequacy of Sums Insured – Underinsurance

You must at all times keep the Sums Insured at a level which represents the full replacement value of the property insured or the earnings of the business. If you fail to do so your policy may not operate fully.

Should you have any doubt about your sums insured, please consult HSBC Insurance Brokers.

## Specific Exclusions and Conditions

In addition to the policy standard terms and conditions, which apply to each section and to the policy as a whole, your individual policy may be subject to specific exclusions, terms, limits or conditions. These will be detailed within the policy wording and in the policy schedule.

# Special Conditions *(Policy pages 8-9)*

## Security Requirements

Loss or damage by theft or attempted theft or loss of money are not insured unless a minimum level of security is installed at the premises and put into effect whenever the premises are left unattended. Details of the minimum level of security can be found in the policy conditions. If an enhanced level of security requirements apply to your policy then these will be detailed in the policy documents and policy schedule.

## Frying Equipment Condition

If your premises contain any frying apparatus, certain important conditions apply relating to the installation, operation, cleaning and servicing of such equipment.

## Smoking Materials Condition

You must ensure that prominent no smoking signs are displayed in areas deemed no smoking. Metal receptacles with closed metal lids must be provided for the disposal of smoking materials, all smoking materials are emptied into these bins and lids are closed before the premises are vacated. The last occupier leaving the premises must ensure there are no smouldering materials left in any ashtrays or other receptacles.

## Intruder Alarm Condition

If your premises are protected by an Intruder Alarm Installation certain important conditions relating to the operation of such a system will apply.

## Survey and Risk Improvement Condition

If the policy has been issued or renewed subject to us carrying out a survey then it will be a condition of the policy that you must comply with all risk improvements required by us within timescales specified by us.

We reserve the right to amend the terms and conditions of cover if you do not comply with this condition.

## Felt Roof Condition

If any Building has a felt roof where the mineral felt surface has not been replaced for ten years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by Us.

# Additional Information

## Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular you should be aware of the following:

- **Display of Certificates**  
Allianz will provide you with a Certificate of Employers Liability Insurance and this will clearly state the companies covered by the policy. You must display a copy of the certificate at each business premises where your employees can see it easily.
- **Retention of Certificates**  
You are strongly advised to retain copies of Employers Liability Certificates that have expired for as long as reasonably practicable. This is because certain claims e.g. industrial disease, could be made many years after the disease is caused.

## Health and Safety Legislation

Where you are required to do so under Health and Safety legislation you must:

- have a Health and Safety Policy in place
- undertake Risk Assessments in order to identify workplace hazards
- have an induction and on-going training programme which is regularly reviewed and recorded
- have a nominated person responsible for Health and Safety.

## Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by us and that this fact is made known to the Insured Persons.

Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the following address for further information: Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

# Additional Information

*continued*

## Terrorism Cover

In addition to the cover automatically provided, the policy can be extended to provide Terrorism cover (except for Legal Expenses) for an additional charge. For further information contact HSBC Insurance Brokers.

## Policy Limits

Higher limits may be available on request. Please ask HSBC Insurance Brokers for details.

# Further Information from your Insurance Adviser

## Other Insurances

This policy overview has summarised the areas of cover available under this Policy and any quotation provided will have been based upon the information you have provided. Please feel free to contact HSBC Insurance Brokers for further discussion if you wish to ensure that the cover or limits involved meet your requirements.

Whilst this Policy does provide cover in certain primary areas, there are various other insurance options that exist, some of which may be applicable to your own business.

Please let HSBC Insurance Brokers know if you require further information about any of the range of insurances detailed below.

## Professional Indemnity

Covers your legal liability for negligence, error or omission in performing professional duties (e.g. in professional advice given or design). This can extend to include libel, slander or infringement of copyright.

## Directors' and Officers' Liability

Covers the personal liabilities which can be imposed upon directors and officers for acts, such as breach of contract, authority or duty, neglect, misstatement etc., in their respective capacities.

## Financial Loss (Products)

Provides legal liability cover for accidental financial loss caused by defects in goods supplied in circumstances where there is no accompanying injury or damage (not the cost of replacing or recalling the goods).

## Marine Transit

Covers loss or damage to imported or exported goods whilst in transit.

## Product Guarantee

Covers your legal liability for products which fail to fulfil their intended function, are defective or harmful, thus requiring removal, alteration or replacement and the claimant's consequential loss. (Extremely limited insurance market available).

## Product Recall

Covers the cost of recalling goods whose consumption or use may cause you to incur a legal liability.

## Credit Insurance

Covers against loss arising as a result of your buyer's inability to pay for goods sold on credit (primarily as a result of their insolvency).

## Motor Insurance

Cover will be a requirement if you have vehicles or plant which are used in circumstances governed by Road Traffic Act legislation.

The above is by no means exhaustive and many other forms of insurance exist for which you may feel protection is required. These can be as varied as Bonds, Exhibition Cancellation and Pollution risks.

Please contact HSBC Insurance Brokers in relation to any areas (not necessarily mentioned here) where you feel your business could be potentially exposed to loss and they shall be happy to advise you further.

# Further Information from your Insurance Adviser

*continued*

## Security Requirements

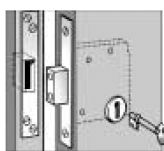
### Minimum Level of Security

You will only be covered for damage caused by theft, attempted theft or arson if your premises meet the following standards of security (or alternative standards which are agreed to). You must install these security measures at the premises within 6 weeks of the start of cover if your policy has been issued with the minimum Level of Security endorsement applying.

### Doors

All outside doors (and inside doors leading to parts of the premises which you share with other people) must meet the following standards:

- Aluminium doors must be fitted with a cylinder lock.
- Other doors must be fitted with a mortice deadlock which meets BS 3621 (shown by a 'kitemark').
- Double doors must also have key-operated locks or bolts fitted top and bottom to the first closing door in addition to a lock as described above to the second closing door.

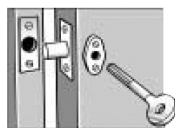


### Mortice Deadlock (Min 5 Lever)

For exit doors, single doors and double doors leading to the outside. Not suitable for doors less than 1 $\frac{3}{4}$  inches thick.

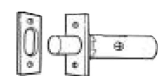
### Examples include:

Banham L111A, M106 and S363. Chubb 3G110, 3G114, and 3G220. ERA E108 and E110. Ingersoll M50 and M52. Legge 5511 and 5512; Union 2127.



### Mortice Bolts

For single and double doors leading to the outside. They may also be used for certain windows.



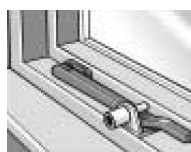
### Examples include:

Banham R102, Chubb 8002, ERA 838, Ingersoll DSB1, Yale PM444.

### Windows

All outside basement and ground floor windows and other accessible windows, (eg. from a nearby roof, external staircase or drain piping) which were originally made to open must meet the following standards:

- There must be key-operated locks or grilles or bars (up to 5 inches apart) securely fixed to the brickwork or masonry surrounding the window.



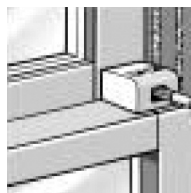
### Casement and Fanlight

Staylock



### Casement Window

Cockspur handle lock



### Sash Window

Sash window lock

We may ask you to install other security measures in some circumstances.

**Note:** Please ask your local Fire Prevention Officer for advice about the security of fire exits. If they recommend other security measures, you must not fit these without our approval.

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Allianz Insurance plc is authorised and regulated by the Financial Services Authority. Our registration number is 121849.  
This can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234