

## Hotel, Guest House, Pub & Restaurant Package Policy Summary

### **IMPORTANT**

This document is a policy summary for information only and does **not** contain the full terms and conditions of the insurance contract. The full terms of and conditions of the insurance contract may be found in the policy wording, a specimen copy of which is available on request.

The summary below outlines the full scope of the coverage available under this policy. The coverage provided under any policy purchased will relate only to the benefits of the insurance which you request and which we agree to insure. A schedule will be attached to your policy giving full details of those covers that are operative. You may need to review and update the cover periodically to ensure it remains adequate.

**Type of Insurance** – This policy is intended to provide property and liability cover for hotels, guest houses, pubs and restaurants.

This policy is underwritten by **Hubener Versicherungs AG**.

### **Section A – Material Damage**

This insurance provides cover for loss or damage to material property.

#### Significant Features & Benefits included as standard

- “All Risks” basis.
- Day One basis of settlement
- Cover includes debris removal (including stock debris), drain clearance and professional fees
- Up to £25,000 cover for computer system records, documents, manuscripts and business books
- Patterns, models, plans and designs can be included within contents cover
- Up to £1,000 per person for personal effects of customers, guests and employees (a £50,000 aggregate limit any one claim applies)
- Up to 10% of the sum insured towards temporary removal costs of computer systems records, documents and property removed for the purposes of cleaning or renovation
- Automatic reinstatement of cover following a loss (subject to payment of additional premium)
- Up to 10% of sum insured cover (maximum £250,000) for newly acquired property or alterations to existing property
- Costs incurred to restore or repair the grounds, landscape gardens, pavements and road surfaces following damage by emergency services attending in relation to an insured event
- Up to £10,000 for trace and access
- Up to £500 for changing locks following the theft of keys
- Up to £10,000 for additional metered water charges
- Up to £1,000 for property at premises where you are providing outside catering
- Up to £1,000 for fixed signs
- Cover includes lottery equipment belonging to the lottery operator for which you are responsible

#### Significant Exclusions

- Boiler Explosion (unless boiler is used for domestic purposes only)
- Damage attributable solely to changes in the water table level
- Wear, tear, frost, wet or dry rot, dampness or dryness or any other gradually operating cause
- Corrosion, rust, shrinkage, evaporation, loss of weight, marring, scratching
- Change in temperature, colour, texture or finish
- Moth, vermin, insects, fungal attack
- Inherent vice, latent defect, faulty design or materials
- Faulty or defective workmanship, operational error or omission
- Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, etc
- Mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment
- Pollution and/or contamination

- Storm, wind, rain, hail, sleet, snow, flood or dust cover for moveable property in the open, fences and gates
- Theft
  - which does not involve forcible and violent means
  - from any part of the buildings not occupied by you for the purposes of the business
- Acts of fraud or dishonesty
- Property in Transit (though this shall not apply in respect of the Temporary Removal extension)
- Money and Securities
- Subsidence damage to roads, car parks, pavements, outdoor swimming pools, outdoor tennis courts, walls gates and fences unless the buildings are damaged at the same time or resulting from demolition, groundworks, excavation, etc
- Normal settlement, bedding down, etc and river or coastal erosion
- Disappearance or unexplained or inventory shortage
- Damage to a building or structure caused by its own collapse or cracking
- Damage to any property arising from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, cleaning or repair
- Damage to fixed glass or sanitaryware occurring during installation or removal, or which was cracked at inception of this insurance
- Damage by fire to any property undergoing any process involving the application of heat.
- Property or structures in course of construction or erection (including materials and supplies in connection with the construction or erection)
- Maintenance and routine alteration or decoration
- Delay, loss of market or any form of consequential loss.
- Damage to livestock, growing crops, trees, vehicles licensed for road use, caravans, trailers, railway locomotives or rolling stock, water or aircraft, piers, jetties, bridges, culverts or excavations
- Property more specifically insured or which is (or would be but for the existence of our policy) be insured under a Marine insurance
- Whilst any building is empty or not in use, glass breakage by any cause or damage to the buildings by riot, civil commotion etc, escape of water from any tank, apparatus or pipe, or leakage of beverages.
- Damage caused by leakage of beverages from bottled stock.
- Damage to stock stored in basements by water or leaking fuel.
- Theft, riot, civil commotion etc damage caused by you, your family, your resident manager's household, or employees.

## **Section B – Money and Assault**

This insurance provides cover for loss of money and assault suffered in connection with the business within the UK

### Significant Features & Benefits

- Covers loss of non negotiable documents (e.g. crossed cheques)
- Covers loss of money from the premises, whilst in transit, or in the private residence of employees and collectors
- Covers damage by thieves to franking machines, safes and strong rooms
- Provides compensation for death or injury arising from assault

### Significant Exclusions

- Losses due to clerical or accounting errors
- Losses due to the fraud and dishonesty of any employee if not discovered within 14 working days
- Loss of money from vending machines or unattended vehicles
- Loss arising from the use of counterfeit, false or fraudulent payment which you are unable to collect or recover

## **Section C – Goods In Transit**

This insurance provides cover for property whilst in transit within the UK and Republic of Ireland

### Significant Features & Benefits

- Cover for loading and unloading to point of final siting (but not installation)
- Cover whilst temporarily housed in the course of transit (for up to 72 hours)
- Up to £1,000 cover for sheets, tarpaulins and ropes
- Up to £250 per person for personal effects
- Up to £2,500 in aggregate for reloading or transfer to another vehicle and cost of debris removal following an accident

### Significant Exclusions

- Certain high value items such as jewellery and precious metals and stones
- Theft from unattended vehicles unless the vehicle is properly secured. In addition, between the hours 2200 – 0600 unless the vehicle is garaged or parked in a secure yard.
- Transit in refrigerated vehicles (due to deterioration)
- Inadequate or inappropriate packing or incorrect addressing
- Property carried by you for Hire & Reward

### **Section D – Book Debts**

This insurance provides cover for outstanding debit balances, which cannot be collected as the records have been destroyed, damaged or stolen

#### Significant Features & Benefits

- Automatic reinstatement of cover following a loss (subject to payment of additional premium)
- Temporary removal in respect of books of account or other business books

#### Significant Exclusions

- Erasure or distortion of information on computer systems or other records
- Deliberate falsification
- Mislaying or misfiling

### **Section E – Loss Of Licence**

This insurance provides cover for the forfeiture, revocation or refusal to renew licences which have been granted for the sale of excisable liquors

#### Significant Features & Benefits

- Cover extends to include entertainment licences

#### Significant Exclusions

- Changes to the law governing issue or renewal of licences after commencement of this cover
- Actual or proposed compulsory purchase of the premises
- Failure to maintain the premises in good sanitary and general repair
- Alteration to the premises or activities undertaken without notification to the licensing body
- Death, insolvency or mental incapacity of the licence holder
- Any claim arising from town or country planning, improvement or redevelopment, compulsory purchase or from any alteration of the law
- Loss of license resulting from any specific act or omission by you or failure to take any step necessary for keeping the licence
- Forfeiture suspension or withdrawal following Police objection unless the licence is subsequently withdrawn by the licensing authority

### **Section F – Business Interruption**

This insurance provides financial compensation following an insured loss under Section A - Material Damage, and is designed to help the business return to a normal trading position as quickly as possible.

#### Significant Features & Benefits

- Automatic reinstatement of cover following a loss (subject to payment of additional premium)
- Cover includes auditors or professional accountants charges for the purpose of investigating or verifying any claim
- Up to £50,000 following damage at the premises of your suppliers in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Up to £50,000 in respect of Prevention of Access to your property following damage to premises in the vicinity.
- Failure of public utilities (for at least four hours) at the terminal ends of the electricity supply authority's service feeders, the gas authority's meters, the water authority's stopcock or the telecommunications supply authority's equipment at the premises.
- Up to £50,000 for infectious diseases, murder or suicide at the premises, or vermin / pests.
- Up to £50,000 following damage to property in transit.
- Up to £50,000 for loss of attraction (i.e. damage to services and facilities in the immediate vicinity of the Premises which causes a loss of custom)
- Up to £50,000 for reasonable expenses for alternative accommodation if your premises are uninhabitable following insured damage.

#### Significant Exclusions

- Losses excluded under the material damage section or where no material damage cover is in force
- Pollution and/or contamination

- Fines and damages for breach of contract, or late or non-completion or orders or for any penalties

## **Section G – Employers’ Public and Products Liability**

### Sub Section 1 – Employers Liability

Cover is provided for liability to pay damages and legal costs that arise as a result of claims from employees suffering injury due to, and during, their employment

### Sub Section 2 – Public Liability

Cover is provided in respect of liability to pay compensation including legal costs for:

- injury to any person (excluding employees)
- damage to material third party property
- Nuisance, trespass or interference with any easement right of air, light, water or way
- Wrongful arrest, false imprisonment or false eviction

but not arising in connection with any products

### Sub Section 3 – Products Liability

Cover is provided in respect of liability to pay compensation including legal costs for:

- injury to any person (excluding employees)
- damage to material third party property

but only arising in connection with products

Cover may be taken with or without all of the above sub sections being included.

### Significant Features & Benefits

- The definition of injury includes death and disease
- Employers Liability includes employees normally resident in the UK whilst on temporary business trips overseas.
- Public Liability covers employees normally resident in the UK whilst temporarily working outside the UK in a non-manual capacity
- Products Liability applies anywhere in the world in respect of goods sold or supplied from the UK.
- Court attendance costs
- Unsatisfied Court Judgements
- Indemnity to Principals
- Cross Liabilities
- Cover includes liabilities incurred in connection with:
  - The Health and Safety at Work Act 1974
  - Consumer Protection Act 1987
  - Defective Premises Act 1972
  - Data Protection Act 1984 (in respect of Sub Sections 2 and 3)
- Motor contingent liability (in respect of Sub Section 2)
- Personal Liability for you, your resident manager or any family member permanently residing in the premises
- EL cover is “Costs Inclusive” – i.e. the most we will pay for damages and costs is the limit of indemnity.
- Public Liability & Products is “Costs inclusive” in respect of occurrences in the USA & Canada; otherwise the Limit of Indemnity applies to Damages and we pay costs in addition.
- In the event of a single incident leading to a claim under both Public Liability and Products Liability sub-sections, our total liability is limited to the higher of the applicable Limits of Indemnity.

### Significant Exclusions

- Road Traffic Act (Employers, Public and Products Liability)
- Contractual Liability (Employers, Public and Products Liability)
- Offshore (Employers, Public and Products Liability)
- Manual work away (Employers, Public and Products Liability)
- Aircraft, watercraft or hovercraft (Public Liability)
- Care, custody, control other than for guests property or motor vehicles, or property in cloakrooms (Public Liability)
- Treatment, sunbeds and solarium (Public and Products Liability)
- Professional Advice & Design (Public Liability)
- Pollution unless caused by a sudden, identifiable, unintended, unexpected occurrence (Public & Products Liability)
- Asbestos (Public & Products Liability)
- Fines or penalties (Employers, Public and Products Liability)
- Goods known to be exported to the USA or Canada (Products Liability)
- Products known to be intended for manufacturers of aircraft or safety critical aircraft components (Public & Products Liability)

**Section H – Fidelity**

This insurance provides cover in the event of loss of money or goods by the fraudulent act of your employees

Significant Features and Benefits

- Includes Auditors Fees in substantiating a loss
- The business is expected to observe certain Minimum Standards of Control
- Automatic reinstatement of cover following a loss (subject to payment of additional premium) but only in respect of persons other than those whose fraudulent acts resulted in the claim

Significant Exclusions

- Following discovery of a fraudulent act we shall no longer be liable for subsequent fraudulent acts committed by the same persons
- Losses where proof of the existence of property is solely dependent upon an inventory computation or a profit and loss computation

**Section I – All Risks Away From The Premises**

This insurance covers property as specified by you whilst elsewhere than at the insured premises.

Significant Features and Benefits

- You select the applicable territorial limits (UK only, EU or Worldwide) for each item.
- Automatic reinstatement of cover following a loss (subject to payment of additional premium)
- Specific security requirements in respect of laptop computers whilst left unattended

Significant Exclusions

- Wear and tear; frost; wet or dry rot; dampness or dryness; any gradually operating cause
- Corrosion; rust; shrinkage; evaporation; loss of weight; marring or scratching
- Change in temperature, colour, texture or finish
- Moth; vermin; insects; fungal attack
- Inherent vice; latent defect; faulty or defective design or materials
- Faulty or defective workmanship; operational error or omission by you or your employees;
- Mechanical or electrical breakdown or derangement
- Pollution or Contamination
- Storm, wind, rain, hail, sleet, snow, flood or dust cover for property in the open
- Theft of property in the open or in outbuildings
- Theft from unattended vehicles
- Acts of fraud, dishonesty or deception
- Disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- The contents of machines unless specified in the schedule
- Delay, confiscation or detention by any government or public authority
- Damage to property caused by its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration or repair
- Damage by fire to any item undergoing a process involving application of heat
- Routine maintenance, alteration or decoration
- Property more specifically insured or which is (or would be but for the existence of our policy) be insured under a Marine insurance

**Section J – Deterioration of Stock**

This section provides cover in respect of stock in refrigerated cabinets or compartments at the premises.

Significant Features and Benefits

- Deterioration or putrefaction of stock caused by:
  - Rise or fall in temperature following breakdown, stoppage or failure from any inherent cause
  - Escape of refrigerant fumes
  - Loss of refrigerant
  - Accidental failure of the electricity and/or gas supply
- Automatic reinstatement of cover following a loss (subject to payment of additional premium)
- Appliances more than five years old must be maintained under contract

Significant Exclusions

- Wear, tear deterioration or gradually developing flaws or defects in the refrigerating unit
- Incorrect setting of thermostats or automatic controls
- The supply authority deliberately withholding or restricting supply of its power.
- Disease or improper storage
- Stock that is alive or of a bacterial nature
- Stock stored in mobile machinery or pressure pipe systems
- Stock which has exceeded its "Sell by" date

## **Section K – Household Contents**

This section provides cover in respect of household contents either in or away from your home.

### **Significant Features and Benefits**

- Automatic reinstatement of cover following a loss (subject to payment of additional premium)
- Cover can be extended to include pedal cycles

### **Significant Exclusions**

- Hearing aids, contact or corneal lenses, money, documents, securities, motor vehicles, caravans, camping equipment, watercraft, aircraft or animals
- Property used for any professional or business purposes
- Property left in an unattended motor vehicle unless all doors, windows and boot or hatchback are closed and securely locked
- Damage to pedal cycles by theft if left unattended or when used for racing, pacemaking or time trials.
- Damage attributable solely to changes in the water table level
- Wear, tear, frost, wet or dry rot, dampness or dryness or any other gradually operating cause
- Corrosion, rust, shrinkage, evaporation, loss of weight, marring, scratching
- Change in temperature, colour, texture or finish
- Moth, vermin, insects, fungal attack
- Inherent vice, latent defect, faulty design or materials
- Mechanical or electrical breakdown or derangement
- Pollution and/or contamination
- Sports equipment while in use
- Erasure or distortion of information on computer systems or other records
- Confiscation or detention by Customs or other officials or authorities
- Dishonesty or fraudulent action by your employees or any person lawfully on the Premises
- Damage by chewing, scratching, tearing or fouling by domestic pets
- Damage to any portion of the premises which is vacant or disused
- Maintenance and routine alteration or decoration
- Property more specifically insured

## **General Conditions Applicable to the Whole Policy**

- You must observe the terms of the policy
- The policy will be voidable in the event of misrepresentation, misdescription or non disclosure
- The policy shall be avoided if: the risk of damage or injury increases; your interest ceases; or the business is wound up or carried on by a liquidator or receiver or is permanently discontinued
- Either you or we may cancel the policy by giving 30 days notice in writing. Provided there have been no claims a proportionate refund will be allowed. In the case of non payment of premium, we may cancel by giving you 7 days notice.
- You are required to take reasonable precautions to safeguard the property and the business.
- The policy has details of your obligations and our entitlement in the event of a claim.
- The policy will be interpreted in accordance with the law of England and Wales.
- A subjectivities condition applies where we agree to provide cover subject to certain things (including, but not limited to, a survey of the premises) being done within an agreed timescale. This explains your and our options if these things are not satisfactorily concluded within the agreed time.
- We shall not be liable to provide any indemnity or payment where doing so would breach any financial or trade sanctions.

## **General Exclusions Applicable to the Whole Policy**

- Radioactive Contamination
- Sonic Bangs
- War & Similar Risks
- Electronic Risk (damage or liability for damage to electronic data, programmes, software, etc)
- Terrorism
- Date Recognition Exclusion (failure of any computer or data processing equipment to recognise any date as its true calendar date or to capture or retain or interpret data as a result of treating any date other than as its true calendar date)

## **Duration**

The policy will be valid for one calendar year from the start date.

### **Cancellation**

Within fourteen days of receipt of the policy documentation You may cancel this insurance by writing to the insurance intermediary who arranged the cover on your behalf or returning the policy direct to Us at the address shown confirming such cancellation. Provided there have been no claims and You know of no incidents which might lead to a claim We will refund Your premium in full.

After this fourteen day period has elapsed You may cancel the policy by giving thirty days' written notice to the insurance intermediary who arranged the cover or by writing to Us at the address shown confirming such cancellation. Provided there have been no claims We will refund a proportionate part of Your premium, unless Section G of Your policy has been arranged on a 'minimum and deposit' basis in which case no refund is due in respect of the premium for that Section.

### **How We Use Your Information**

We may use the personal and business details you give us or which are supplied by third parties including directors, officers, partners and employees to:

- provide you with a quotation;
- deal with your Policy;
- search credit reference and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, help administer your Policy and to handle claims and prevent fraud;
- 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.

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 or details of criminal convictions) 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.

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.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information We hold about them. A fee may be required.

Please contact:  
Compliance Manager  
Chapman & Stacey  
Ltd 3 Sydney Rd  
RH16 1QH

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### **Claims**

In the event of a claim please contact your insurance broker immediately.

## **Complaints**

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

Chapman and Stacey  
Ltd 3 Sydney Rd  
Haywards  
Heath RH16  
1QH

In the event that you remain dissatisfied and wish to make a complaint, if your complaint relates to a UK regulated entity it may be possible in certain circumstances for you to refer the matter to the Financial Ombudsman.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

For complaints relating to German Regulated entities the German Regulator details are as below

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## **About Our Regulator**

Chapman & Stacey Ltd, 3 Sydney Road, Haywards Heath, West Sussex, RH16 1QH is authorised and regulated by the Financial Conduct Authority. Our Register Number is 300047. Our permitted business is as an insurance intermediary. You can check this on the FCA's Register by visiting the FCA's website [fca.org.uk](http://fca.org.uk) or by contacting the FCA on 0800 111 6768.

Huebener Versicherungs-AG are authorised & regulated by the German financial regulator : 4 Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn, Germany; Tel. +49-228-4108-0 And trade in the UK under European Union passporting regulations . Financial Conduct Authority registration number 456891

