Arch | Insurance

Summary of Cover

Hotels & Guest Houses

Arch Insurance Company (Europe) Ltd
Hotels and Guest Houses Summary of Cover

We are keen to work in partnership with you and avoid any misunderstandings.

This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you make a fair presentation of the risk to Us and read the policy document carefully when you receive it.

Name of Insurance Undertaking

This insurance policy is underwritten by Arch UK Retail which consists of certain FCA registered companies of the Arch Insurance Group, including Thomas Underwriting Agency Ltd (FCA number 304302) and Axiom Underwriting Agency Ltd (FCA number 441460) who may act as intermediaries for certain insurers.

Arch Insurance Company (Europe) Limited is registered in England No 4977362.

Registered Address: 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Number 229887.

The Insurer of the Legal Expenses Section is DAS Legal Expenses Insurance Company Limited.

Duration of Policy

The policy will remain in force for 12 months from date of commencement, or as otherwise shown on your policy schedule.

Cancellation

We may cancel this policy or any part thereof by giving 30 days notice to your last known address. You will have the right to cancel for any reason during the 14 day period after you receive your policy documentation, or if you sell the business or cease to trade.

Provided there have been no claims made under the policy or that no incident has occurred that is likely to give rise to a claim or that there has been no breach of any policy conditions, you shall be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance.

Fees

We charge underwriting fees on this policy. They are charged at New Business and Renewal for arranging and administering the cover on your behalf. The amount charged will be documented within your policy documents under the premium section.

How to Claim

If you need to make a claim please contact your Insurance Broker.
If you are unable to contact your broker please telephone our claims line on 0344 892 0967.

Please have your policy number to hand when calling.

Glass Replacement Service

A quick and efficient repair/replacement service is available 24 hours a day. Please telephone 0333 003 3388.

Significant Cover Features and Benefits

Your policy includes the following significant cover features and benefits which are detailed in your policy documentation.

Complaints and Compensation

Arch Insurance Company (Europe) Ltd's goal is to give excellent service to all our customers, but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback.

We will record and analyse your comments to make sure we continually improve the service we offer.

If you are disappointed with any aspect of the handling of your insurance, please contact the Complaints Manager at:

Arch Insurance Company (Europe) Limited
5th Floor
Plantation Place South
60 Great Tower Street
London, EC3R 5AZ

complaints@archinsurance.co.uk

If your complaint requires investigation by another party, we will pass details onto them to deal with in accordance with their complaints procedure. In this event, we will provide you with details of who we have passed your complaint to.

If your complaint refers to the Legal Expenses section please write to DAS Customers Relations Department at the address below:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Refer your complaint to the Financial Ombudsman Service

If, after making a complaint to Arch Insurance Company (Europe) Ltd or DAS, you feel that the matter has not been resolved to your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London, E14 9SR

Tel:	0800 023 4567 (for landline users) 0300 123 9123 (for mobile users)
Email:	complaint.info@financial-ombudsman.org.uk
Website:	www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

The Insurers of this policy are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if any of the Insurers are unable to meet their 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.

You can visit their website at www.fscs.org.uk or write to
Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

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Significant Cover Features and Benefits

Your policy includes the following significant cover features and benefits which are detailed in your policy documentation.

Significant or Unusual Exclusions or Limitations

Your policy includes the following significant or unusual exclusions or limitations which are detailed in your policy documentation.

Significant Cover Features and Benefits	Significant or Unusual, Exclusion or Limitations

Asset Protection Insurance

Property Damage Section

All Risks cover.

The cover extends to include:

- Full theft cover
- Seasonal increase of 30% for stock
- Changing locks following theft of keys up to £1,500
- Glass (including boarding up costs) and cover for window, door frames and content of display windows and displays
- Business cover away from the premises anywhere in the European Union up to 15% of the sum insured or £2,500 any one item
- Temporary removal of catering goods anywhere is the European Union up to 15% of the sum insured
- Debris removal
- Loss of metered water up to £10,000
- Trace and access up to £25,000
- Day One Average on buildings and contents (15% uplift).
- Cover in respect of property in the open up to £2,500.

Cover can be extended to include Terrorism and, or Subsidence, ground heave and landslip.

Please refer to the Property Damage Section of the policy booklet

- Wear and tear, gradual deterioration, faulty or defective design, materials or workmanship
- Mechanical or electrical breakdown or derangement
- Unexplained losses, fraud or dishonesty
- Theft or attempted theft by any person lawfully in the premises, where you or your partners, directors, employees or household members are involved or from any building not capable of being locked
- Damage due to escape of water from tanks and pipes, malicious persons (other than fire and explosion) or breakage of glass in respect of buildings which are unoccupied
- Damage to moveable property in the open by wind, rain, hail, sleet, snow, flood, dust and theft
- Changes in the water table and frost damage
- The first part of any claim (your excess)
- Minimum Security Condition applies to this policy
- Deep Frying Equipment Condition applies.

Money and Assault Section

Loss of money belonging to your business:

- From your premises during business hours – £5,000
- Whilst in transit or in bank night safe – £5,000
- From your home or employees home – £500
- From a locked safe – £1,000 limit
- After business hours not in a safe – £500
- From gaming machines – £500
- Bodily injury to you or your employees as a result of assault or attempted assault whilst carrying money belonging to your business, Maximum payable £25,000

Please refer to the Money and Assault Section of the policy booklet

- Shortage due to clerical or accountancy errors
- Loss due to the fraud or dishonesty of any employees not discovered within seven working days
- Loss from unattended vehicles
- Losses arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Minimum Security Condition applies to this policy.

Employee Dishonesty Section (Optional)

- Protection for your business against losses caused directly by theft, fraud or dishonesty committed by your employees up to a limit of £10,000.

Please refer to the Employee Dishonesty Section of the policy booklet

- Losses supported solely by inventory or profit and loss calculations
- Consequential losses, penalties and fines
- An employee you do not directly supervise or is known to have been previously dishonest
- The first part of any claim (your excess)
- The maximum we will pay for losses involving employees for whom no references have been obtained is £2,500 and no cover for auditors' fees is available.

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Significant Cover Features and Benefits	Significant or Unusual, Exclusion or Limitations

Asset Protection Insurance continued

Property in Transit Section

- Cover in respect of property insured whilst in transit in connection with the business limit £2,000.

Please refer to the Property in Transit Section of the policy booklet

- Theft or attempted theft unless all points of access are locked and manufacturers devices in effect and the keys removed.

Frozen Foods Section

- Deterioration of foods following the breakdown of refrigeration units up to 15 years old or, accidental failure of the public electricity supply up to £2,000 per freezer.

Please refer to the Frozen Foods Section of the policy booklet

- Wear and tear, Deterioration, or gradually developing flaws or defects in the unit
- Failure to correctly set the temperature
- Over 10 years old and not subject to an annual maintenance contract

Computer Breakdown Section (Optional)

We will indemnify you in respect of breakdown of computer equipment and in addition:

- Increased cost of working following breakdown or disruption £25,000
- Temporary repairs £5,000
- Incompatibility of records £5,000
- The cost of replacing computer systems records used with the computer equipment following loss of data £10,000
- Computer rental cover £2,500

Please refer to the Computer Breakdown Section of the policy booklet

- Equipment not covered by the maintenance rental hire or lease agreement or manufacturers warranty providing free parts and free labour at inclusive costs.
- Gradual deterioration and wear and tear
- Equipment more than 10 years old from date of manufacture.

Specified All Risks Section

Cover for your business equipment following accidental loss or damage.

Cover includes:

- Automatic re-instatement of the sum insured following a loss
- Cover can be extended to anywhere in the world

Please refer to the Specified All Risks Section of the policy booklet

- Wear and tear, gradual deterioration, faulty design, materials or workmanship
- Any defect in the property
- Theft from unattended vehicles not involving forcible or violent entry
- The first part of any claim (your excess)
- Mechanical or electrical breakdown
- Portable equipment condition
- Overnight theft exclusion.

Personal Contents Section

Cover for personal contents at the premises following accidental loss or damage.

Cover includes:

- Temporary Removal anywhere in Europe or for 60 days anywhere in the world, 20% of the Sum Insured.

Please refer to the Personal Contents Section of the policy booklet

- Gradual deterioration, wear and tear
- Damage to Household Contents in any portion of the premises which is unoccupied
- Damage by chewing, scratching, tearing or fouling by domestic animals
- Any article, collection or set with a value in excess of £1,000 unless specifically shown in the schedule.
- The first £100 of each and every claim (your excess)

Personal Effects Section

Cover for personal effects anywhere in Europe or elsewhere for up to 60 days.

Cover includes:

- Credit card misuse up to £500 any one claim
- Personal money up to £500 any one claim

Please refer to the Personal Effects Section of the policy booklet

- The first £50 of each and every claim (your excess)
- Damage to sports equipment and pedal cycles whilst in use
- Contact lenses
- Damage by chewing, scratching, tearing or fouling by domestic animals.
- Jewellery condition

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Significant Cover Features and Benefits	Significant or Unusual, Exclusion or Limitations

Revenue Protection Insurance

Business Interruption Section

Interruption to your business following an insured loss under the Property Damage Section, which results in reduced income and increased running costs. The standard policy limit is the greater of £500,000 or 3 times the total contents sum insured over 12 months.

The cover extends to include:

- Enforced closure due to notifiable human infectious or contagious disease within a 25 mile radius of the premises limit £50,000
- Damage to property in the vicinity of the premises which hinders or prevents access to the premises
- Damage at your suppliers premises, limit £50,000
- Damage at your customers premises, limit £50,000
- Accidental failure of telecommunications at the premises lasting at least 24 hours
- Accidental failure of public supplies of electricity, gas or water lasting at least 30 minutes
- Damage to your property while in transit in Great Britain or Northern Ireland, limit £5,000
- Loss of book debts as a result of your business records being lost, destroyed or damaged due to an insured event, limit £50,000.

Cover can be extended to include Terrorism.

Please refer to Business Interruption Section of the policy booklet

- Losses excluded under the Property Damage Section
- If your business is wound up or carried on by a liquidator or receiver or is permanently discontinued.

Loss of Licence Section

- The reduction in value of your interest in the premises or in the business as a result of non-renewal or withdrawal of your licence from causes beyond your control limit £100,000

Please refer to the Loss of Licence Section of the policy booklet

- Arising out of any town or country planning, improvement or redevelopment
- Compulsory purchase or surrender
- Reduction or redistribution of licences
- A change in the law.

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Significant Cover Features and Benefits	Significant or Unusual, Exclusion or Limitations

Legal Liabilities Insurance

Employers' Liability Section

Protection against your legal liability for bodily injury to your employees up to a limit of indemnity of £10,000,000 including costs and expenses. Cover also includes:

- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation
- Cover can be extended to include treatment risk
- Worldwide cover for employees normally resident in the UK who are temporarily working overseas.

Please refer to the Employers' Liability Section of the policy booklet

- Cover for acts of terrorism is limited to £5,000,000 per event
- Work in or on or travel to or from any offshore installation or support vessel
- Bodily injury to an Employee carried in or on, entering or alighting a vehicle or where Road Traffic Act legislation applies
- Liability in respect of liquidated damages, penalty clauses and fines.

Public and Products Liability Section

Protection up to the limit of indemnity against your legal liability for bodily injury to third parties or damage to their property, and certain other contingencies such as obstruction, trespass, nuisance, interference, wrongful arrest and eviction.

The cover extends to include:

- Contingent motor third party liability arising out of the use of vehicles not owned by you within the UK
- Employees and visitors personal effects when kept in safe or storage room and motor vehicles and contents in the garage or carpark of the hotel provided the garage is locked over night.
- Personal liability of employees and directors whilst they are overseas on your business
- Liability for loss of or damage to premises hired or rented to you for the purpose of your business
- Legal costs and expenses in defending prosecutions under all relevant health and safety legislation.

Cover can be extended to include treatment risk

Please refer to the Public and Products Liability Section of the policy booklet

- Cover for acts of terrorism is limited to £2,000,000 or the limit of indemnity shown in the Schedule if less for any one event
- Loss or damage to property in your custody of control or to products supplied
- Cost of remedying defects in products supplied
- Liability assumed by agreement in connection with products supplied
- Pollution unless caused by a sudden and identifiable incident
- Work in or on or travel to or from or within or products supplied to any offshore installation or support vessel
- Liquidated damages, penalty clauses, fines or punitive damages
- The first £100 of each and every claim for loss of or damage to premises hired or rented
- Exposure to, inhalation of, fears of the consequences of exposure to or inhalation of, costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing any property arising out of the presence of Asbestos
- The first part of any claim for loss of or damage to property (your excess).

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Legal Expenses Section

This section of the policy will pay legal costs up to the limit of £500,000 including solicitors' and barristers' fees, court costs, expenses for expert witnesses, costs awarded to opponents in civil cases, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal in respect of insured incidents.

Commercial Legal Advice

Provide confidential legal advice over the phone on any commercial legal problem or tax matters affecting your business.

Counselling Helpline

Provide all employees (including members of their immediate family who permanently live with them) with a confidential counselling service over the phone

Insurer

This section of cover is underwritten by DAS Legal Expenses Insurance Company Limited.

The legal advice service is provided by DAS Law Limited on DAS' behalf

Significant Cover Features and Benefits	Significant or Unusual, Exclusion or Limitations
Employment Disputes and Compensation Awards ■ Defending your legal rights if you have a dispute with an employee that cannot be resolved internally	**Please refer to the Employment Disputes and Compensation Awards Section of the policy booklet** ■ Providing that throughout the employment dispute, you have either followed the ACAS Code of Disciplinary and Grievance Procedures, or the equivalent codes in Northern Ireland, or sought and followed advice from the DAS legal advice service ■ Note that various waiting periods apply to claims that arise from employment disputes ■ The total compensation awards payable shall not exceed £1,000,000 in any one period of insurance
Legal Defence ■ Defending your legal rights if you face a criminal prosecution arising directly in connection with your business activities; receive a statutory notice; or experience problems under data protection legislation	**Please refer to the Legal Defence Section of the policy booklet** ■ A prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle ■ Appeals against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration, or British Standard Certificate of Registration ■ Statutory Notices issued by a regulatory or governing body
Statutory Licence Appeal ■ An appeal to the relevant authority, court or tribunal following a decision to have your licence, mandatory registration, or British Standard Certificate of Registration cancelled, suspended, or altered	**Please refer to the Statutory Licence Appeal Section of the policy booklet** ■ Assistance with the application process either in relation to an original application, or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration ■ Ownership, driving or use of motor vehicles
Contract Disputes ■ A contractual dispute arising from an agreement or an alleged agreement entered into by you for the purchase, hire, sale or provision of goods or of services	**Please refer to the Contract Disputes Section of the policy booklet** ■ The amount in dispute exceeds £500 including VAT ■ Any claim where the amount in dispute exceeds £5,000 (incl VAT), you will pay the first £500 of any costs and expenses ■ Any claim relating to the settlement payable under an insurance policy ■ A dispute relating to an agreement which was entered into prior to the start of this section of the policy where the date of occurrence is within the first 90 days of the cover provided by this section of the policy ■ The recovery of money and interest due from another party, other than where the other party intimates that a defence exists ■ Where a dispute relates to money owed to you, a claim is made within 90 days of the money becoming due and payable

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Significant Cover Features and Benefits	Significant or Unusual, Exclusion or Limitations

Legal Expenses Insurance continued

Debt Recovery

- A dispute relating to the recovery of money and interest due from the sale or provision of goods and services, including the enforcement of judgments

Please refer to the Debt Recovery Section of the policy booklet

- The amount of the debt exceeds £500 including VAT
- Any claim relating to the settlement payable under an insurance policy
- A debt arising from an agreement entered into prior to the start of this section of the policy if the debt is due within the first 90 days of the cover provided by this section of the policy
- The recovery of money and interest due from another party, other than where the other party intimates that a defence exists
- Any dispute which arises from debts you have purchased from a third party
- A claim is made within 90 days of the money becoming due and payable

Property Protection

- A civil dispute relating to material property, owned by you or for which you are responsible, following physical damage, a legal nuisance, or a trespass to it

Please refer to the Property Protection Section of the policy booklet

- You must have established the legal ownership or right to the land that is the subject of the dispute
- A claim relating to a contract you have entered into
- Goods in transit, or goods lent or hired out
- The enforcement of a covenant by or against you

Personal Injury

- A civil claim for damages following a specific or sudden accident that causes the death of, or bodily injury to an employee or a member of their family

Please refer to the Personal Injury Section of the policy booklet

- Any illness or bodily injury that happens gradually
- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- Clinical negligence

Tax Protection

- A tax enquiry; an employer compliance dispute; or a VAT dispute

Please refer to the Tax Protection Section of the policy booklet

- Any failure to register for Value Added Tax or Pay As You Earn
- Any claim relating to import or excise duties and import VAT
- Any tax avoidance schemes
- An investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, Public Notice 160, or by the Revenue & Customs Prosecution Office

Tenancy Disputes

- A dispute with your landlord relating to the business premises leased, hired or rented to you

Please refer to the Tenancy Disputes Section of the policy booklet

- Any claim relating to rent, or service charges, or renewal of the tenancy agreement

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