

Restaurant Insurance Policy Summary

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. These can be found in the Policy document, a copy of which is available on request. Excesses (the amount of any claim that you are responsible for) are shown on the Policy Schedule.

Insurer

Liverpool Victoria Insurance Company Limited.

Type of Cover

LV's Restaurant Insurance is designed to cover the assets, earnings and the legal liabilities of your business. Some of the covers are optional and will only apply if you have selected them and they are shown on the Policy Schedule.

Significant features & Significant or unusual exclusions or limitations

Section 1: Material Damage	
<p>Cover</p> <p>This section of the Policy covers damage to Property caused by: Fire, lightning, explosion, aircraft, earthquake, riot, malicious damage, theft, storm, flood, impact, escape of water, sprinkler leakage, accidental damage and subsidence as defined in the Insurable Perils section of the Policy. Some of these Perils are optional. The Policy Schedule will show which Insured Perils apply to each item.</p>	
Principal Extensions	Limit
capital additions	the lesser of 10% of Sum Insured or £250,000
clearing of drains	£5,000
fire extinguishment expenses	£5,000
loss of metred water	£5,000
European community and public authorities	15% of Buildings Sum Insured
removal of debris	
temporary removal	the lesser of 10% of the Contents Sum Insured of £100,000
theft damage to buildings	£25,000 (if buildings are not insured)
theft of keys and lock replacement	£1,000
trace and access	£5,000
underground services	
exhibitions	£2,500
third party storage locations	£5,000
other locations	£10,000
seasonal increase	25%

Principal Exclusions

- a number of covers are excluded when premises are unoccupied
- accidental erasure of electronic records
- acts of fraud or dishonesty
- bursting by steam pressure of boilers
- cessation of work
- change in temperature
- corrosion, rust, wet or dry rot
- damage to building by its own collapse
- damage to property that is the sub-ject of a trade process
- defective workmanship, design or materials
- disappearance, unexplained loss
- frost, change in water table level
- inherent vice, latent defect, gradual deterioration
- joint leakage, failure of welds
- mechanical or electrical breakdown
- orders of the government
- pollution or contamination
- spontaneous fermentation
- storm and flood damage caused to fences, gates and property in the open
- subsidence
 - > on made up ground
 - > coastal erosion
 - > normal settlement of new structures
- theft not involving forcible and violent means
- theft of property in the open
- wear and tear

Additional Covers to Section 1

Cover	Cover includes	Principal Exclusions
Glass Damage to all internal fixed glass	<ul style="list-style-type: none"> • damage to alarms • damage to framework and contents caused by glass up to £2,500 • sanitary ware up to £2,500 • temporary boarding up • lettering or other ornamental work and alarm foil up to £1,000 	Damage <ul style="list-style-type: none"> • caused by repairs/alterations • when building is unoccupied
Money Loss of business money either on the premises or elsewhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. Limits are shown on the Schedule for money: <ul style="list-style-type: none"> • in the buildings during business hours • in transit (standard limit £3,000) • in the insured's private dwelling house • in the buildings outside business hours • secured in a locked unspecified safe (standard limit £3,000) • secured in a specified safe • non negotiable currency 	<ul style="list-style-type: none"> • clothing and personal effects up to £500 • damage to safes and tills 	<ul style="list-style-type: none"> • loss from an unattended vehicle • shortage due to error or omission
Theft by Employees Loss of business money or goods caused by fraudulent acts of employees. <ul style="list-style-type: none"> • Limit £5,000 		<ul style="list-style-type: none"> • losses not discovered within 14 days of the loss

<p>Personal Accident (Assault) Benefits payable to Employees in the event of injury caused by assault. Limits are shown in the Schedule for these benefits:</p> <ol style="list-style-type: none"> 1. death 2. loss of limbs or eyes 3. permanent total disablement 4. temporary total disablement 		<ul style="list-style-type: none"> • more than one of the Benefits 1-3 in respect of any one person • any person under 16 years of age • pre-existing physical or mental defect
<p>Goods in transit Property in transit in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. Standard limit £3,000</p>	<ul style="list-style-type: none"> • packing materials up to £2,500 • personal effects belonging to the driver up to £500 • reloading cost up to £2,500 • removal of debris up to £2,500 • re-securing unsafe loads £2,500 • transferring property to any other vehicle up to £2,500 	<ul style="list-style-type: none"> • breakdown of refrigeration • depreciation, delay, inadequate documentation, consequential loss • erection dismantling or installation • inadequate packing or addressing • spillage leakage
Optional Additional Covers to Section 1		
<p>All Risks on portable property All Risks cover on portable property within the Geographical Area selected</p>		<ul style="list-style-type: none"> • confiscation or detention • unattended property unless contained in <ul style="list-style-type: none"> > a securely locked building > a secure vehicle • wear, tear, breakdown or depreciation
Section 2: Business Interruption		
<p>Cover This Section of the Policy covers</p> <ul style="list-style-type: none"> • loss of gross profit caused as a result of damage to Property covered in Section 1 • loss of outstanding debit balances caused by insured damage to accounting records <p>Standard cover is £250,000 with 12 months indemnity period.</p>		
Principal Extensions	Limit	
<ul style="list-style-type: none"> accidental failure of public supply denial of access unspecified customers property in transit documents contract sites storage sites Outstanding debit balances premises closure or restrictions 	<ul style="list-style-type: none"> £100,000 £100,000 £100,000 £50,000 £25,000 £25,000 £25,000 £25,000 £25,000 	

Principal Exclusions		
<ul style="list-style-type: none"> • damage by riot or malicious damage causing erasure loss distortion or corruption of information on computer systems • other erasure loss distortion or corruption of information on computer systems unless resulting from any of the Insured Perils Increase in Cost of working due to: • failure of any satellite prior to obtaining its full operating function • atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite 		
Additional Covers to Section 2		
Cover	Cover includes	Principal Exclusions
<p>Loss of Licence Depreciation in value of the Insured's interest in the insured premises should the licence be forfeited or refused renewal from causes beyond the Insured's control</p> <p>A limit is shown in the Schedule</p>	<ul style="list-style-type: none"> • costs incurred in connection with an appeal 	<ul style="list-style-type: none"> • loss by virtue of any legislation relating to licence • loss of any extension to the normal opening hours • revoking or refusal to renew the licence due to town or country planning improvement or redevelopment or compulsory purchase or the surrender reduction or redistribution of licences • reovking or refusal to renew the licence due to misconduct, neglect or connivance of the insured
Section 3: Equipment Breakdown		
Cover	This section covers electrical or mechanical breakdown of equipment and damage caused as a result of explosion of steam boilers. The Limit of Indemnity is £500,000	
Principal Extensions	Limit	
business interruption computer equipment deterioration of refrigerated stock expediting expenses hazardous substances hire of substitute item computer increased cost of working loss avoidance measures loss of contents of oil tanks public authorities reinstatement of data	£30,000 £250,000 £15,000 £20,000 £10,000 £5,000 £25,000 £5,000 £5,000 £25,000	
Principal Exclusions		
Damage caused by or resulting from: <ul style="list-style-type: none"> • a pressure test of any boiler or pressure vessel • an insulation breakdown test of any type of electrical equipment • any defect, virus, loss of data within media 	<ul style="list-style-type: none"> • with respect to business interruption, delay in resuming business due to the need to reinput data • with respect to public authorities: <ul style="list-style-type: none"> > fines > any liability to a third party 	<ul style="list-style-type: none"> • with respect to loss of contents from oil storage tanks <ul style="list-style-type: none"> > loss by fire or corrosion > natural separation > use of cleaning fluids

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| <ul style="list-style-type: none"> • wear and tear , corrosion or other gradually developing conditions • solidification, biological activity or spontaneous chemical reaction in the contents of tanks • loss or damage recoverable under the maintenance agreement or any warranty or guarantee | <ul style="list-style-type: none"> > any increase in loss due to a hazardous substance > increased construction costs until the building is repaired or replaced | <ul style="list-style-type: none"> > whilst oil in transit • with respect to deterioration of stock: <ul style="list-style-type: none"> > deliberate acts of electricity suppliers > neglect/misuse > incorrect setting of thermostats |
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Property Excluded

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| <ul style="list-style-type: none"> • buildings and structures • domestic equipment • electronic equipment • equipment manufactured by the insured for sale, tools and dyes | <ul style="list-style-type: none"> • equipment owned by tenants of the Insured • equipment requiring periodic renewal • insulating or refractory material • manufacturing, process, production equipment | <ul style="list-style-type: none"> • mobile plant and equipment • vehicles or any equipment mounted on vehicles, aircraft, watercraft • water piping, sprinkler systems and underground services |
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Section 4: Employer's Liability

Cover

This Section protects companies for their legal liabilities in respect of claims from employees suffering an injury or disease due to, and during, their employment. The Limit of Indemnity is £10,000,000

Principal Extensions	Limit
court appearance compensation Health & Safety at Work - legal defence costs indemnity to other parties unsatisfied court judgements Corporate Manslaughter and Corporate Homicide - legal defence costs	£250 per day per person

Principal Exclusions

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| <ul style="list-style-type: none"> • liability arising from work or visits offshore | <ul style="list-style-type: none"> • injury involving motor vehicles in circumstances where motor insurance is required by law | <ul style="list-style-type: none"> • working other than in Great Britain, Northern Ireland, Channel Islands and Isle of Man other than for temporary visits |
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Section 5: Public & Products Liability

Cover

This Section protects companies for their legal liabilities to pay compensation and legal costs for accidental death or personal injury to any person (excluding employees) and damage to third party material property. The Limit of Indemnity is shown on the Schedule and is inclusive of costs in respect of occurrences in the USA or Canada.

Principal Extensions	Limit
court attendance compensation Consumer Protection & Food Safety Acts - legal defence costs cross liabilities	£250 per day per person

Data Protection Act Defective Premises Act Health & Safety at Work - legal defence costs indemnity to other parties motor contingent liability overseas personal liability Corporate Manslaughter and Corporate Homicide - legal defence costs	
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Principal Exclusions

<ul style="list-style-type: none"> • advice & design • all pollution in USA/Canada • asbestos other than accidental discovery • contractual liability • damage to goods supplied • exports to USA/Canada 	<ul style="list-style-type: none"> • fines • gradual pollution & contamination • property in the custody/control of the Insured • safety critical products • use of boats, watercraft, aircraft • work away other than collection and delivery 	<ul style="list-style-type: none"> • vehicles when compulsory insurance is required • working offshore • working other than in Great Britain, Northern Ireland, Channel Islands and Isle of Man other than for temporary visits
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Section 6: Terrorism

Cover
 An optional section where you may choose to add All Risks Terrorism Insurance to the Material Damage and Business Interruption covers. Cover is provided for events arising from acts of Terrorism in England, Scotland and Wales. Terrorism cover can not be purchased selectively. If you require Terrorism cover it must apply to all your insured property.

Cover will be

- limited to the Sums Insured that you have selected
- subject to the same exclusions as under the Material Damage and Business Interruption Sections.

Section 7: Legal Expenses

Cover
 This section indemnifies the Insured in respect of claims for Legal Costs, Professional Costs and Awards of Compensation notified within the Period of Insurance. Covers provided are:
 Sub-section A - Contract Disputes, Sub-section B - Criminal Prosecution Defence, Sub-section C - Employment Disputes, Sub-section D - Tax Protection, Sub-section E - Property Disputes, Sub-section F - Data Protection, Sub-section G - Statutory Licence, Sub-section H - Personal Injury, Sub-section I - Wrongful Arrest Defence, Sub-section J - Jury Service Allowance and Sub-section K - Pension Trustee Defence.
 Limits of indemnity are Sub-sections A, B, C, D, E, F, G, H, I and K - £100,000 any one claim and Sub-section J - £1,000 any one claim. All £100,000 in the aggregate.

Policy Benefit	Principal Exclusions	
Sub-section A - Contract Disputes - Disputes with suppliers and customers concerning a contract for the sale, or supply of goods or service provided: <ul style="list-style-type: none"> • the amount in dispute exceeds £1,000 • if the dispute relates to monies owed, the designated debt collection service is notified within 30 days and agreement is provided to instruct on 	<ul style="list-style-type: none"> • contracts where the rights or liabilities are incurred through an agent 	<ul style="list-style-type: none"> • employment Contracts
	<ul style="list-style-type: none"> • contracts governed by the Consumer Credit Act 1974 	<ul style="list-style-type: none"> • contracts for the use of Insured Property

<p>a no win no fee basis</p> <ul style="list-style-type: none"> • legal Expenses incurred in the pursuit of any claim or legal proceedings shall be limited to 75% of the amount in dispute • if the dispute relates to a construction contract the work is carried out to property and the work is incidental to normal business activity. 		
<p>Sub-section B - Criminal Prosecution Defence - Defence of criminal prosecutions and appeals against Improvement Notices under the Health and Safety at Work Act or the Food Safety Act.</p>	<ul style="list-style-type: none"> • arising from HMRC investigations • allegations of unlawful violence or dishonesty 	<ul style="list-style-type: none"> • allegations of speeding or driving whilst under the influence of alcohol or drugs or allegations of non endorsable road traffic offences
<p>Sub-section C - Employment Disputes - Defence of disputes with prospective employees, employees or ex-employees concerning their contract of employment or any employment related legislation and indemnity for awards of compensation, all providing the advice of the Legal Advice Line has been followed:</p> <ul style="list-style-type: none"> • prior to carrying out a disciplinary procedure • prior to dismissal of an employee • prior to instituting a redundancy programme and prior to making an employee redundant • upon notification of a grievance • upon notification of a complaint of discrimination • before any adverse variation in terms and conditions of employment (including hours, time, place of work or deduction or reduction in wages) • immediately an employee walks out • upon receipt of an appeal by an employee of a disciplinary or grievance decision 		
<p>Sub-section D - Tax Protection - Expert Representation for your business in the event of either an in-depth tax or an Aspect investigation, a VAT tribunal, or an Employer Compliance dispute.</p>	<ul style="list-style-type: none"> • technical or routine treatment matters 	<ul style="list-style-type: none"> • defence of a criminal prosecution
	<ul style="list-style-type: none"> • taxation proceedings arising out of negligent misstatements or omissions by Insured or a lack of reasonable care in keeping business books and record. • where corporation Tax and Income Tax Self Assessments Returns are submitted outside the statutory time limits 	<ul style="list-style-type: none"> • investigations solely into earlier accounts or records • preparation or correction of Self Assessment return
	<ul style="list-style-type: none"> • investigations by the Special Civil Investigations or Criminal Investigations Office of HRMC 	<ul style="list-style-type: none"> • disputes concerning Working Families Tax Credit, National Minimum Wage, IR35 legislation
	<ul style="list-style-type: none"> • where the Anti Avoidance Intelligence Unit of HMRC are involved. 	

<p>Sub-section E - Property Disputes - Pursuit of defence of disputes over:</p> <ul style="list-style-type: none"> • possession of Insured property. • the Terms of Insured's tenancy agreement. • alleged negligence damage or nuisance to Insured's property. 	<ul style="list-style-type: none"> • payment of rent tax or service charges 	<ul style="list-style-type: none"> • planning or building regulations
	<ul style="list-style-type: none"> • renewal of tenancy agreement 	<ul style="list-style-type: none"> • a contract relating to Insured's property (other than a tenancy agreement).
<p>Sub-section F - Data Protection - Defence claims arising out of an application or appeal under the Data Protection Act and payment of compensation awards made against the Insured under the Act.</p>		
<p>Sub-section H - Personal Injury - Pursuit of claims for compensation following a personal injury</p>		
<p>Sub-section I - Wrongful Arrest Defence - Defence of claims alleging wrongful arrest or malicious prosecution.</p>	<ul style="list-style-type: none"> • allegations made by employees or ex employees 	
<p>Sub-section J - Jury Service Allowance - To pay the amount Insured are liable to pay employees when they attend on jury service</p>	<ul style="list-style-type: none"> • limited to £100 a day and £1,000 any one claim 	
<p>Sub-section K - Pension Trustee Defence- Defending claims against Insured in Insured's capacity as a trustee of a pension fund for the benefit of Insured's employees.</p>		

Principal General Policy Exclusions

<p>War Government action Radioactive contamination Sonic bangs Terrorism (Property and Business Interruption) Date recognition Marine covers Computer virus</p>
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Period of cover

The policy duration is 12 months and is annually renewable (unless shown differently on your policy schedule).

Cancellation

When you receive your Policy, you will have 14 days in which to consider the cover provided. If the cover does not meet your requirements, you have the right to cancel the Policy and receive a full refund. You will need to return all your documents and any certificates to the Broker, Intermediary or Agent who arranged the Policy within 14 days of receipt. Refunds will be made within 30 days of receipt of your request to cancel.

If you wish to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the Policy.

How to make a claim

Please contact the Broker, Intermediary or Agent who arranged the Policy. Alternatively, you can telephone the Claims Helpline on: 0845 640 5170. Please quote your policy number.

If you need to notify a possible claim under Section 7 - Legal Expenses - please immediately write to the Insurer's Representative (Claims Department, Abbey Legal Protection, Minorities House, 2-5 Minorities, London, EC3N 1BJ) or Fax: 0870 600 1481. If you have any queries please contact Abbey Legal Protection, telephone: 0870 600 1480.

How to complain

If you have a complaint about your Policy, please contact the Broker, Intermediary or Agent who arranged the Policy for you. If you are not satisfied with the way in which a complaint has been dealt with please write to:

Managing Director, Liverpool Victoria Insurance Company Limited, County Gates, Bournemouth, BH1 2NF, or telephone: 0845 640 5100.

A copy of LV's complaints handling procedure is available upon request.

Please ensure that you quote the Policy number on all correspondence.

If we cannot resolve the differences between us you may, within 6 months of receiving our final response letter, refer your complaint to: Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800. Email: complaint.info@financial-ombudsman.org.uk.

Making a complaint will not affect your right to take legal action.

Compensation

If we are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme. The level of compensation differs depending on the type of cover:

Compulsory Insurance

100% of claim

Non-Compulsory Insurance

90% of the claim.

Further information can be obtained from: Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN. Telephone: 0207 892 7300.

Email: enquiries@fscs.org.uk. Website: www.fscs.org.uk.