

JLT Beyond Restaurants, Wine Bars and Public Houses Insurance



Summary of Cover
July 2007 Edition

An insurance package for Restaurants, Wine Bars and Public Houses

Why choose JLT Beyond Restaurants, Wine Bars and Public Houses Insurance Package?

JLT Beyond Restaurants, Wine Bars and Public Houses Insurance Package offers you generous levels of standard cover plus many optional extras.

TAILOR-MADE FOR YOUR BUSINESS

The Restaurants, Wine Bars and Public Houses Insurance Package provides a combination of standard and optional covers to best meet your needs.

KEEPING YOUR BUSINESS RUNNING

We offer 'Business Interruption' cover as standard because we know that over 80% of businesses go bankrupt after a serious fire if they are not properly covered.

SOMEONE TO HELP YOU WHEN YOU NEED IT

We realise that accidents and incidents don't only happen between 9 and 5. That's why we have set up a FREE 24 hour Emergency and Legal helpline to ensure there is someone to help you when you need it most.

GLASS REPLACEMENT SERVICE

Broken glass? Not to worry, our 24 hour replacement service can fix windows, doors or partitions. Just call us and assistance can be provided.

INFLATION PROTECTION

We take away the burden of keeping your contents (and buildings, if they are included in this Policy) sums insured in line with inflation.

SEASONAL INCREASES

We recognise that certain times of the year are particularly busy for you and you may need to gear up for the extra trade. To help you, we give you a free extra 50% on top of your Stock Sum Insured during November, December, the first 14 days in January and for 30 days before Easter Day.

SPREADING YOUR COST

You can take up the option to pay your annual premium by interest free monthly direct debit – helping you to manage your cashflow.

EXPERT CLAIMS MANAGEMENT

AXA Insurance take on the burden of negotiating with third parties on your behalf, allowing you to concentrate on running your business.

LAW APPLICABLE

You and we are free to choose the laws applicable to the policy. As we are based in England, we propose to apply the laws of England and Wales and by purchasing this policy you have agreed to this.



Policy Summary

Your JLT Beyond insurance policy is administered and underwritten by AXA Insurance UK plc with the exception of the Legal Expenses Section which is underwritten by DAS Legal Expenses Insurance Company Ltd.

This document is a summary of the insurance cover provided by the Restaurants, Wine Bars and Public Houses Insurance Package and, as such, it does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the product in the Policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

Type of Insurance Cover

The Restaurants, Wine Bars and Public Houses Insurance Package provides you with generous Contents, Business Interruption, Business Liability, Loss of Licence and Legal Expenses cover as standard. You have the option of including Buildings, Subsidence, Computer Breakdown and Employee Theft cover if required. This package gives you the flexibility of covers to help meet your needs.

Please refer to your policy schedule for your selected cover.

The maximum amount we will pay is the Sum Insured or Limit shown within your policy wording or on the policy schedule.

Features and Benefits

Cover applies to Great Britain, Northern Ireland, the Isle of Man and Channel Islands and additionally in respect of Business Liability to temporary visits abroad excluding off-shore

Buildings and Contents			
COVER OFFERED	STANDARD COVER	OPTIONAL COVER	POLICY REF
'All Risks' cover being subject to certain exclusions	✓		Pages 9 & 10
Automatic Reinstatement of Sum Insured following a loss	✓		Page 20
Contents			
Replacement value on Contents and Stock on market value basis	Up to amount nominated by the Insured		Page 19
Landlords fixtures and fittings	✓		Page 12
Employees personal effects	£500 per employee		Page 12
Stock including • wines and spirits • cigarettes and tobacco	£1,000 £1,000	Increased cover available	Page 12
Equipment Breakdown including Computer Breakdown	Inner limits apply		Endorsement to the Policy Schedule
Additional expenditure incurred to • minimise the interruption to work normally carried on using the damaged computer equipment • recompile or restore damaged data as a result of damage as covered by the contents section		£10,000 any one period of insurance	Page 42
Costs to modify equipment or computer records to ensure compatibility with replacement computer equipment following insured damage		£5,000 any one period of insurance	Page 42
Costs incurred through additional rental of computer equipment arising out of the replacement of a hire agreement following insured damage		£5,000 any one period of insurance	Page 42
Accidental Glass Breakage of fixed glass and sanitaryware	Inner limits apply		Page 14
Damage to signs (excluding neon signs)	£1,000		Page 14
Loss of or damage to goods in transit in your own vehicle.	£2,500	Increased cover available	Page 14
Replacement of locks and keys following theft	£1,000		Page 15

Features and Benefits

Contents (continued)			
COVER OFFERED	STANDARD COVER	OPTIONAL COVER	POLICY REF
Loss of money <ul style="list-style-type: none"> • Premises during business hours, in transit and in a Bank Night Safe • Premises out of Business Hours • Business owner or Authorised Employee residence • Crossed Cheques and non negotiable money • Gaming, amusement or vending machines 	£5,000 £2,500 in safe/ £500 out of safe £500 £250,000 £500		Pages 15 & 16
Loss of freezer contents cover being subject to certain exclusions	£3,000	Increased cover available (Maximum limit £5,000)	Pages 16 & 17
Automatic seasonal increase	50% of stock Sum Insured		Page 17
Loss or damage to property in the open within the boundaries of the licensed premises	£500 in any one period of insurance		Page 17
Loss or damage to Contents and stock while providing outside catering	£2,000		Page 17
Loss of metered water	£2,500		Page 17
Damage to landscaped gardens caused by Emergency Services	£1,000 in any one period of insurance		Page 17
Theft by employees	£5,000 any one period of insurance		Page 17
If buildings are insured:			
Replacement value of Buildings (including Debris Removal, Architects and Surveyors' fees)	Up to amount nominated by the Insured	Increased inflation protection up to a nominated amount	Page 11 Page 57 (Inflation Protection)
Damage to cables, drains and underground pipes	✓		Page 10
Subsidence Cover		✓	Page 58
Cover for tracing and making good leaking underground pipes, drains and cables	£25,000 any one period of insurance		Page 10
Other covers available:			
'All Risks' on specified items (subject to certain exclusions) anywhere in Great Britain and up to 14 days worldwide		✓	Pages 22 & 23
Terrorism cover		✓	Pages 43 & 44

Features and Benefits

Employee Protection			
COVER OFFERED	STANDARD COVER	OPTIONAL COVER	POLICY REF
Assault to your employees following robbery or attempted robbery <ul style="list-style-type: none"> • Death • Total loss or permanent and total loss of use of one or more limbs • Total and irrecoverable loss of all sight in one or both eyes • Temporary total disablement from engaging in usual occupation • Damage to clothing and personal effects • Maximum compensation for 1 incident 1 person 	£10,000 £10,000 £10,000 £100 per week for up to 104 weeks £500 £10,400		Page 16
Business Interruption			
Loss of Business Income resulting from damage covered under Contents	3 times the contents sum insured or £750,000 whichever is the greater – up to 24 months period	Up to 36 months period	Pages 24 & 25
Cover for outstanding debts where business accounts are lost due to damage covered under Contents	£25,000		Pages 28 & 29
Loss of Business Income as a result of damage at Suppliers premises	10% of Sum Insured or £50,000 whichever is the greater		Page 26
Loss of business income as a result of accidental failure of Public supplies of electricity, gas or water at the terminal ends.	£100,000 any one period of insurance		Page 26
Loss of Business Income resulting from denial of access to premises as a result of damage to other premises in the vicinity	Up to sum insured		Page 25
Loss of Business income following the loss of employee as a result of winning a prize of £100,000 or more on the National Lottery, Football Pools or Premium Bonds	✓		Page 26
Loss of Business Income as a result of murder/ suicide at the premises or a human notifiable disease (excluding AIDS) being manifested within a 25 mile radius of the premises	Up to sum insured		Page 25
Goods in transit in own vehicles	£2,500		Page 26
Loss of attraction	10% of the sum insured or £50,000 whichever is the less		Pages 26 & 27
Automatic Reinstatement of Sum Insured following a loss	✓		Page 25

Features and Benefits

Loss of Licence			
COVER OFFERED	STANDARD COVER	OPTIONAL COVER	POLICY REF
Loss of sales (less relative purchases) directly attributable to the loss of the liquor licence, and the reduction in the value of the licensed premises – subject to certain exclusions	£100,000		Pages 30 to 32
Business Liability			
Employers Liability	£10m		Pages 33 & 34
Public Liability	£2m	£5m	Pages 34 & 35
Products Liability	£2m any one period of insurance	£5m any one period of insurance	Pages 34 & 35
Legal liability for guests property (including motor vehicles in licensed premise's garage or car park which is securely locked overnight)	£10,000 property deposited for safekeeping and £25,000 in total		Page 37
Cover for legal costs in respect of prosecutions under the Health and Safety at Work etc Act 1974/ Part II Consumer Protection Act 1987	✓		Page 35
Legal liability incurred under the Defective Premises Act 1987	✓		Page 36
Personal Liability whilst abroad	✓		Page 38
Legal liability incurred as tenants	✓		Page 37
Indemnity to principal	✓		Page 39
Compensation for required Court Attendance	£250 per day and up to £1,000 any one period of insurance		Page 39

Features and Benefits

Legal Expenses			
COVER OFFERED	STANDARD COVER	OPTIONAL COVER	POLICY REF
The policy will pay legal costs up to the amount shown which also includes solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. DAS will also pay the costs of appealing or defending an appeal.	£100,000 per claim & £1,000,000 per period of insurance for Compensation Awards		Page 45
Employment Disputes & Employment Compensation Awards If your business faces an employment dispute, court or tribunal proceedings from a past, present or prospective employee, DAS will pay legal costs incurred in defending your legal rights. Should your business face the risk of losing a case and being ordered to pay awards of compensation at a tribunal, DAS will cover your business against costs, subject to policy conditions being met.	✓		Page 47
Service Occupancy Negotiating for your legal rights against an employee or ex-employee to recover possession of premises which are owned by you or for which you are responsible.	✓		Page 48
Legal Defence DAS will pay the costs incurred in defending the directors, partners, managers and employees of the Insured in connection with your business activities if: <ul style="list-style-type: none"> • Prior to the issue of legal proceedings if it is alleged that a criminal offence has been committed; or • A criminal prosecution is brought; or • Civil action for compensation under section 13 of the Data Protection Act 1998 arises, including any resulting compensation award; or • A civil action is brought against your business for wrongful arrest in respect of an accusation of theft; or • A civil action is taken against your employees under legislation for sex, sexual orientation, race, disability, age, religious belief or political opinion; or • A civil action is taken against the trustee of a pension fund set up for the benefit of your employees. This cover also extends to appeals against the refusal of the Information Commissioner to register an application your business has made for registration; appeals against the imposition or terms of any Statutory Notice issued under UK legislation affecting your business; and pays the attendance expenses of your employees for jury service.	✓		Page 48

Features and Benefits

Legal Expenses (continued)			
COVER OFFERED	STANDARD COVER	OPTIONAL COVER	POLICY REF
Statutory Licence Protection Appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling your licence or British Standard Certificate of Registration.	✓		Page 49
Contract Disputes Negotiating for your legal rights in a contractual dispute arising from an agreement entered into for the purchase or hire or sale or provision of goods or services.	✓		Page 49
Debt Recovery Negotiating for your legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.	✓		Page 50
Property Protection Negotiating for your legal rights in a civil action following: <ul style="list-style-type: none"> • Any event causing physical damage to material property which you own or are responsible for; or • Any nuisance and trespass; or A dispute over the possession of freehold or leasehold property.	✓		Page 50
Bodily Injury At your request, negotiating for an insured person's and their family members' legal rights following an event causing death or bodily injury to them in a non-motor accident arising from your business activities.	✓		Page 50
Tax Protection Negotiating on your behalf and representing you in any appeal proceedings in respect of: <ul style="list-style-type: none"> • A Full or Aspect Enquiry carried out by HM Revenue & Customs; • A dispute concerning your compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs; • An assessment issued by HM Revenue & Customs in respect of Value Added Tax due; or • Representation in dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry. 	✓		Page 51
Personal Accident For Partners, Principals & Directors			
Accidental Death	£5,000		Page 56
Loss of Limbs, Sight, Speech, Hearing	£5,000		
Permanent Total Disablement	£5,000		

Significant or Unusual Exclusions and Limitations	
SIGNIFICANT EXCLUSIONS OR LIMITATIONS	APPLIES TO
Reasonable precautions conditions apply (includes security and deep fat frying)	Buildings & Contents and Business Interruption
Where applicable a Hotel Proprietors Act notice must be clearly displayed	Public Liability
Cloakroom to be securely locked when left unattended, numbered tickets issued and suitable disclaimer notices displayed	Public Liability
Special terms apply to empty buildings – you must advise AXA immediately any premises becomes unoccupied	All covers except Legal Expenses
Employment Disputes & Employment Compensation Awards Personal Injury claims excluded. Loss/damage to property excluded. In respect of compensation awards, the advice of DAS must be sought and followed. Total awards payable shall not exceed £1,000,000 in any one period of insurance.	Legal Expenses
Service Occupancy Defending your legal rights is excluded, other than defending a counter-claim.	Legal Expenses
Legal Defence Prosecutions for motoring offences are excluded. Fines, penalties, compensation or damages are excluded, other than Data Protection compensation awards	Legal Expenses
Statutory Licence Protection An original application or application for renewal of a licence is excluded. A licence appeal relating to the ownership, driving or use of a motor vehicle is excluded.	Legal Expenses
Contract Disputes The amount in dispute must be more than £250. If the amount in dispute exceeds £5,000 you will be responsible for the first £500 of legal costs. Contracts involving a motor vehicle are excluded. Disputes arising from a loan, mortgage, pension or investment are excluded. Contracts involving computer hardware, software, systems or services; tailored by a supplier to your own specification are excluded. Disputes arising from a breach or alleged breach of professional duty are excluded.	Legal Expenses
Debt Recovery The debt must exceed £250. You must have exhausted your credit control procedures before reporting a claim. A claim must be reported within 90 days of the money becoming due and payable. The recovery of money and interest due from another party where the other party intimates that a defence exists - disputed debts are usually covered under Contract Disputes, subject to policy terms and conditions.	Legal Expenses

Significant or Unusual Exclusions and Limitations (continued)

SIGNIFICANT EXCLUSIONS OR LIMITATIONS	APPLIES TO
<p>Property Protection Defending your legal rights is excluded, other than defending a counter-claim. Contracts entered into by you are excluded, other than a claim relating to possession of freehold or leasehold property. Any claim relating to a motor vehicle owned or used by or hired or leased to you or an insured person is excluded. Any disputes relating to rent or service charges, tax planning or building regulations/decisions, compulsory purchase orders or renewal of a contract for use of property, are excluded.</p>	Legal Expenses
<p>Bodily Injury Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident is excluded. Defending an insured person's or their family members' legal rights is excluded, other than defending a counter-claim. Any claim relating to a motor vehicle owned or used by or hired or leased to an insured person or their family members is excluded.</p>	Legal Expenses
<p>Tax Protection Claims relating to tax avoidance schemes are excluded. A £2,000 limit of indemnity and £200 excess applies for each Aspect Enquiry and Tax Intervention Enquiry. Any claim relating to alleged dishonesty or alleged criminal offences are excluded.</p>	Legal Expenses
Special terms apply to Stock stored in basement/cellar	Contents
Money in transit limited to £2,500 per person	Contents
Stock shortages	Contents
Computer or data processing equipment operator error, virus or hacking	All covers except Legal Expenses, Business Liability, Loss of Licence & Personal Accident
Data Recognition Exclusion	All covers except Employers Liability
Terrorism Exclusion (some cover available as an optional extra)	All covers
Theft not involving entry to or exit from the premises by forcible and violent means	Buildings & Contents, All Risks and Business Interruption
Theft of goods while in transit unless the vehicle is securely locked (and is garaged in secure and enclosed premises at night)	Contents & All Risks
Freezer contents cover excludes 20% of any loss where the cabinet is over 10 years old	Contents
Bursting of non domestic steam boilers	Buildings & Contents and Business Interruption
Gradually operating causes e.g. rust, rot, corrosion and gradual pollution	Buildings & Contents, Business Interruption and Public Liability
Losses involving faulty/defective workmanship/operator error/ a production process	Buildings & Contents, Business Interruption and Public Liability
Fines and penalties imposed	Business Liability covers

Significant or Unusual Exclusions and Limitations (continued)

SIGNIFICANT EXCLUSIONS OR LIMITATIONS	APPLIES TO
Liability assumed by agreement	Public Liability
Liability for which compulsory motor insurance is required	Employers' and Public Liability
Liability incurred while working away from insured premises other than when undertaking catering activities	Employers' and Public Liability
Cost of remedying defects in products supplied	Public Liability
Products knowingly exported into USA and Canada	Public Liability
Punitive/exemplary/aggravated/additional/compensatory damages awarded in USA and Canada	Public Liability
Acts committed prior to commencement of cover	Theft by Employee optional cover
Loss or damage to property resulting from a process involving heat application	All covers
Costs incurred before a claim is accepted; and claims reported more than 180 days after you should have known about the dispute	Legal Expenses
Civil claims which do not have reasonable prospects of success	Legal Expenses

Excesses

POLICY EXCESSES	
Building and Contents (i) Storm, Flood, Escape of Water, Riot, Civil Commotion, Theft and Accidental Damage (ii) All other losses	£250 (total any one loss) Nil
Glass	£100
Equipment/Computer breakdown	£250
Business Equipment All Risks	£250
Subsidence minimum excess (optional cover)	£1,000
Theft by Employee (optional cover)	£250
Public Liability – property damage	£100
Tenants' liability	£100
Legal Expenses (i) Aspect Enquiries and Tax Intervention Enquiries (ii) Contract Disputes (if amount in dispute is more than £5,000)	£250 £500

Helplines

Legal Expenses	
We also provide the following helplines and online reference guides:	Available 24 hours a day, 7 days a week
Eurolaw Commercial Legal Advice	Provides you with confidential legal advice, over the phone, on problems affecting your business subject to the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.
Tax Advice	Provides you with confidential advice, over the phone, on any tax matter affecting your business under UK law.
Business Assistance	In the event of an unexpected emergency affecting your business premises which causes damage or potential danger, assistance will be arranged with a suitable repairer or contractor. All costs of assistance including call-out charges are your responsibility.
Counselling	A confidential counselling service is available, over the phone, to all employees of your business and their immediate family who live with them.
Employment Manual	A comprehensive web-based manual offering up to date guidance on rapidly changing employment law.
DASBusinesslaw	Provides an online business support system which allows access to over 600 model business documents, specimen letters and business guides on a wide range of subjects. Regular information bulletins and daily business news is also available from the site.

POLICY DURATION

This is an annually renewable Policy.

SUMS INSURED

Correct values at risk must be advised to us. If the Sums Insured you request are not adequate this will result in the amount that we pay you in the event of a claim being reduced.

YOUR CANCELLATION RIGHTS

You may cancel this Policy during the 14 days after the Contract has been concluded by giving notice in writing to Jardine Lloyd Thompson at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule

There is no refund of premium in the event of a total loss claim However in all other cases We will retain an amount of premium in proportion to the time You have been on cover and refund the balance to You

MAKING YOURSELF HEARD

Any complaint you may have should in the first instance be addressed to Jardine Lloyd Thompson. If you are not satisfied with the way in which your complaint has been dealt with, refer to your policy document for details of how to take your complaint further.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. The Ombudsman will only consider complaint if:

- We have provided you with written confirmation that our internal complaints procedure has been exhausted.
- Your business has a turnover of less than £1,000,000

Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within the Policy Wording.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event you may be entitled to compensation from the scheme.

Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non compulsory insurance is protected in full for the first £2,000 and 90% of any amount above the threshold.

Full details are available at www.fscs.org.uk

FINANCIAL SERVICES AUTHORITY REGULATION

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

CLAIM NOTIFICATION

In the event that you need to make a claim under your policy, you should 'phone 0845 30 36 300. This service is provided 24 hours a day.



JLT Beyond is a product arranged by Jardine Lloyd Thompson UK Limited. Lloyd's Broker.
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