



Restaurants, Wine Bars and Public Houses

April 2021

Why choose AXA's Restaurants, Wine Bars and Public Houses Insurance Package?

An insurance package for Restaurants, Wine Bars and Public Houses.

AXA's 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's someone to help you when you need it most. A FREE Tax helpline is also available Monday to Friday between the hours of 9am to 5pm.

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 – we use recognised independent price indices to amend your sums insured to reflect 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 25% 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 monthly direct debit - helping you to manage your cashflow. There may be a charge associated with this. Please speak to your Insurance Adviser for details.

Expert Claims Management – We take on the burden of negotiating with third parties on your behalf, allowing you to concentrate on running your business.

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.

Policy Summary

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.

Restaurants, Wine Bars and Public Houses insurance summary of cover

Cover applies to Great Britain, Northern Ireland, the Isle of Man and the 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 & 12
Automatic Reinstatement of Sum Insured following a loss	✓		Page 18
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 10
Employees personal effects	£500 per employee		Page 10
Stock including		Extra amounts if required	Page 10
• wines and spirits	£1,000		
• cigarettes and tobacco	£1,000		
Breakdown or failure of computer equipment, or loss/damage to computer records		Up to nominated limit for equipment and £5,000 for computer records	Page 37
Additional expenditure incurred to		£10,000 any one period of insurance	Page 38
• 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			
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 38
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 38
Accidental Glass Breakage of fixed glass and sanitaryware	inner limits apply		Page 12
Damage to signs (excluding neon signs)	£1,000		Page 12

Restaurants, Wine Bars and Public Houses insurance summary of cover *continued*

Contents *continued*

Cover Offered	Standard cover	Optional cover	Policy Ref
Loss of or damage to goods in transit in your own vehicle	£2,000	Increased cover available (Maximum Limit £4,000)	Page 12
Replacement of locks and keys following theft	£500		Page 13
Loss of money:			Page 13
<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 £1,000 in safe / £500 out of safe £500 £250,000 £300		
Loss of freezer contents cover being subject to certain exclusions	£2,000	Increased cover available (Maximum Limit £5,000)	Page 14
Automatic seasonal increase	25% of stock Sum Insured		Page 14
Loss or damage to property in the open within the boundaries of the licensed premises	£500 in any one period of insurance		Page 15
Loss or damage to contents and stock while providing outside catering	£2,000		Page 15
Loss of metered water	£2,500		Page 15
Damage to landscaped gardens caused by Emergency Services	£1,000 in any one period of insurance		Page 15
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 9 Page 47 (Inflation protection)
Damage to cables, drains and underground pipes	✓		Page 9
Subsidence Cover		✓	Page 58
Cover for tracing and making good leaking underground pipes, drains and cables	£25,000 any one period of insurance		Page 9

Restaurants, Wine Bars and Public Houses insurance summary of cover *continued*

Other covers available

Cover Offered	Standard cover	Optional cover	Policy Ref
Theft by employees		£5,000 any one period of insurance	Page 50
'All Risks' on specified items (subject to certain exclusions) anywhere in Great Britain and up to 14 days worldwide		✓	Page 19
Terrorism cover		✓	Page 39

Employee Protection

Assault to your employees following robbery or attempted robbery			Page 14
<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 	<ul style="list-style-type: none"> £10,000 £10,000 £10,000 £100 per week for up to 104 weeks £500 £10,400 		

Business Interruption

Loss of Business Income resulting from damage covered under Contents	3 times the contents sum insured or £500,000 whichever is the greater - up to 12 months period	Up to 36 months period	Page 21
Cover for outstanding debts where business accounts are lost due to damage as defined above	£10,000		Page 24
Loss of Business Income as a result of damage at Suppliers premises	10% of Sum Insured or £50,000 whichever is the greater		Page 23
Loss of Business Income as a result of damage at Public Utility Suppliers premises	Up to sum insured		Page 23
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 22

Restaurants, Wine Bars and Public Houses insurance summary of cover *continued*

Business Interruption *continued*

Cover Offered	Standard cover	Optional cover	Policy Ref
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 22
Automatic Reinstatement of Sum Insured following a loss	✓		Page 22

Loss of Licence

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		Page 26
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Business Liability

Employers Liability	£10m		Page 29
Public Liability	£2m	£5m	Page 30
Products Liability	£2m any one period of insurance	£5m any one period of insurance	Page 30
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 33
Legal liability for loss or damage to property deposited in the cloakroom	£100 any one article or £1,000 any one cloakroom		Page 34
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 30/31
Legal Liability incurred under the Defective Premises Act	✓		Page 32
Personal Liability whilst abroad	✓		Page 33
Legal liability incurred as tenants	✓		Page 32/33
Indemnity to principal	✓		Page 34
Compensation for required Court Attendance	£50 per day per employee £100 per day per Director / Partner		Page 35

Restaurants, Wine Bars and Public Houses insurance summary of cover *continued*

Legal Expenses

Cover Offered	Standard cover	Optional cover	Policy Ref
Claims made during Period of Insurance	£50,000 per claim and £500,000 per Period of Insurance		Page 40
Covers			
Contract disputes for amounts between £250 and £5,000	✓		Page 40
Employment disputes	✓		Page 40/41
Criminal Prosecution defence	✓		Page 41
Property disputes	✓		Page 41
Data protection/Tax protection	✓		Page 41
Statutory licence appeals	✓		Page 43

Significant or Unusual Exclusions and Limitations

Significant or Unusual Exclusions and 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
Before any Legal Expenses are incurred the Insured must consult the Legal Advice Helpline to ensure that the expenses will be sanctioned	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 and Loss of Licence

Significant or Unusual Exclusions and Limitations *continued*

Significant or Unusual Exclusions and Limitations

Date Recognition Exclusion

Terrorism Exclusion (some cover available as an optional extra)

Theft not involving entry to or exit from the premises by forcible and violent means

Theft of goods while in transit unless the vehicle is securely locked (and is garaged in secure and enclosed premises at night)

Freezer contents cover excludes 20% of any loss where the cabinet is over 10 years old

Bursting of non domestic steam boilers

Gradually operating causes eg. rust, rot, corrosion and gradual pollution

Losses involving faulty/defective workmanship/operator error/ a production process

Mechanical or electrical breakdown of machinery

Fines and penalties imposed

Liability assumed by agreement

Liability for which compulsory motor insurance is required

Liability incurred while working away from insured premises other than when undertaking catering activities

Cost of remedying defects in products supplied

Products knowingly exported into USA and Canada

Punitive/exemplary/aggravated/additional/compensatory damages awarded in USA and Canada

Acts committed prior to commencement of cover

Loss or damage to property resulting from a process involving heat application

Applies to

All covers except Employers Liability

All covers

Buildings & Contents, All Risks and Business Interruption

Contents & All Risks

Contents

Buildings & Contents and Business Interruption

Buildings & Contents, Business Interruption and Public Liability

Buildings & Contents and Business Interruption

Buildings & Contents and Business Interruption

Business Liability covers

Public Liability

Employers' and Public Liability

Employers' and Public Liability

Public Liability

Public Liability

Public Liability

Theft by Employee optional cover

All covers

Excesses

Policy Excesses

Buildings and Contents	
(i) Storm, Flood, Escape of Water, Malicious Damage, Theft and Accidental Damage	£500 (total any one loss)
(ii) All other losses	Nil
Glass	£100
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	£250

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.

Law Applicable

You and we can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this Policy.

Your Cancellation Rights

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

Provided that there have been:

- no claims made under the Policy for which we have made a payment
- no claims made under the policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to us

during this 14 day period of insurance, we will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

Policy Administration Fees Condition

We may charge you an administration fee if we

- make any changes to the Policy on your behalf
- agree to cancel the Policy, or
- are requested to print and re-send the Policy documents to you.

We will not make a charge without informing you.

Making A Complaint

If you have a complaint about your policy you should contact the agent or AXA office where it was bought. If your complaint relates to a claim on your policy please contact the department dealing with your claim. If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Regulatory Status

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

