

# Summary of Cover

## Restaurants Wine Bars and Public Houses Policy

### About Your Policy

This document provides a summary of the cover provided by the Restaurants Wine Bars and Public Houses policy. This summary is provided to you for information purposes only and does not form part of your insurance contract. It does not fully describe all of the terms and conditions of your policy. You will find the full terms and conditions of the contract in the policy document, a copy of which is available to download from our website

The Restaurants Wine Bars and Public Houses policy has been designed to meet the demands and needs of restaurant, wine bar and public house businesses who wish to insure against some of the risks that may be encountered whilst running their business. There are core covers that include contents, liabilities, loss of income, glass breakage, equipment breakdown and legal expenses. You may also select optional covers that are relevant to your particular business.

You should read this Summary of Cover in conjunction with your Policy Schedule and Policy Wording.

Normally, you will have to pay a contribution towards the cost of any claim (this is known as the excess). These excesses will vary according to the covers you have selected and/or our assessment of your risk. Your Policy Schedule will show the specific excesses applicable to your cover

Amongst other Exclusions as standard your policy excludes most Terrorism cover. You are able to purchase additional cover from us to include some aspects of this risk if required

To ensure that this Policy continues to meet your needs you should review and update your cover periodically.

Correct values at risk must be advised to us. If the sums insured you request are not adequate this may result in the amount that your Insurers pay to you in the event of a claim being reduced.

Your cover will be valid for 12 months and will be renewable annually.

Your policy will be issued on the basis that you confirm the minimum standards of security apply to your premises

Cover has been granted on the understanding that you will cooperate with your insurers in any survey process and that you will comply with any requirement arising from any survey of your premises.

**About your Cover** (Please refer to your policy document for full details of terms, conditions and exclusions)

Please note this **Policy** does not cover any loss, **Damage** or liability however caused or resulting from Coronavirus (Covid 19)

Features and Benefits	Significant Exclusions or Limitations
<p><b>Section 1 Property</b> <b>Sub Section A</b> Your contents and (if selected) buildings are insured against loss or damage caused by a standard range of insured risks normally associated with your trade. In addition cover is automatically extended to include:</p> <ul style="list-style-type: none"> <li>▶ Seasonal increase in stock sums insured</li> <li>▶ Cover for outside catering equipment whilst at any premises where you are working up to £2,000</li> <li>▶ Damage to Underground Services</li> <li>▶ Trace and Access costs</li> <li>▶ Removal of Debris costs</li> <li>▶ Architect and Surveyors Fees</li> <li>▶ Automatic Reinstatement of Sums Insured</li> <li>▶ Damage to Frozen and Chilled Foods</li> </ul>	<ul style="list-style-type: none"> <li>▶ Subsidence, ground heave or landslip (unless specifically extended)</li> <li>▶ Acts of Terrorism (unless specifically extended)</li> <li>▶ Damage to premises (or the contents thereof) which are unoccupied or untenanted</li> <li>▶ Other than in respect of Buildings Theft not involving forcible and violent entry or exit</li> <li>▶ Minimum Security Conditions apply</li> <li>▶ Stillage condition applies – all goods to be stored at least 150mm (6”) above floor level</li> <li>▶ Cover for Frozen &amp; Chilled Foods limited to a maximum of £2,500 any one machine</li> </ul>

Features and Benefits	Significant Exclusions or Limitations
<p><b>Sub Section B</b> <b>Business Money</b></p> <ul style="list-style-type: none"> <li>▶ In transit, on premises during business hours, or in a bank night safe</li> <li>▶ In the business premises when closed for business In the private dwelling £500</li> </ul>	<ul style="list-style-type: none"> <li>▶ Damage resulting from theft, fraud or dishonesty of any employee unless discovered within 14 working days of the loss of Money (unless Policy is specifically extended to include Theft by Employees)</li> <li>▶ Loss from any unattended vehicle</li> </ul>
<p><b>Sub Section C Personal Accident Assault</b></p> <ul style="list-style-type: none"> <li>▶ Death, Loss of Limb(s), Loss of Eye(s), Permanent Total Disablement £10,000</li> <li>▶ Total uninterrupted Disablement from engaging in the usual occupation (up to 104 weeks) £100 per week</li> </ul>	<ul style="list-style-type: none"> <li>▶ Any person who at the time of the death or bodily injury is under 16 or over 70 years of age</li> <li>▶ Any death or bodily injury which is in any way brought about by drugs or intoxication</li> </ul>
<p><b>Sub Section D Glass Breakage</b></p> <ul style="list-style-type: none"> <li>▶ Damage to fixed glass and fixed items of sanitary ware</li> </ul>	<ul style="list-style-type: none"> <li>▶ Damage in any portion of the building which is empty or disused</li> </ul>
<p><b>Sub Section E Goods In Transit (OPTIONAL)</b> If you have selected this option your needs are those of a retail business that delivers or collects goods and requires cover on those goods whilst in the course of transit</p> <ul style="list-style-type: none"> <li>▶ Damage to the trade contents whilst in transit by vehicles owned hired or leased by you</li> </ul>	<ul style="list-style-type: none"> <li>▶ Theft from an unattended vehicle unless the vehicle is locked and</li> <li>▶ between the hours of 9.00pm and 6.00am, the vehicle is garaged in a securely locked building</li> </ul>
<p><b>Sub Section F All Risks on Specified Equipment (OPTIONAL)</b> If you have selected this option your needs are those of a retail business that takes business equipment away from the premises and require cover against loss or damage to that equipment caused by an insured risk</p> <ul style="list-style-type: none"> <li>▶ "All Risks" cover on specified items anywhere in Great Britain, Northern Ireland, The Channel Islands and the Isle of Man and up to 21 consecutive days during the period of insurance worldwide</li> </ul>	<ul style="list-style-type: none"> <li>▶ Theft of property from an unattended motor vehicle unless it is securely locked</li> </ul>
<p><b>Section 2 Business Interruption</b> <b>Sub Section A - Gross Profit</b> Loss of Gross Profit following loss or damage by an insured peril</p> <ul style="list-style-type: none"> <li>▶ Cover is extended to provide cover in respect of: <ul style="list-style-type: none"> <li>Prevention of Access</li> <li>Damage at Suppliers premises</li> <li>Failure of Public Supply of Electricity, Gas or Water</li> </ul> </li> </ul> <p><b>Sub Section B – Accounts Receivable</b></p> <ul style="list-style-type: none"> <li>▶ Cover for any outstanding debit balances that you are unable to trace following damage caused by an insured peril</li> <li>▶ Sum insured £1,000 with higher limits available</li> </ul> <p><b>Sub Section C Loss of Licence (OPTIONAL)</b> If you have selected this option your needs are those of a retail business that has a licence to sell alcohol and require cover should the licence be revoked by reason of an insured risk)</p> <ul style="list-style-type: none"> <li>▶ Loss of Gross Profit, or depreciation in the value of the business, following forfeiture of the licence or refusal of its renewal</li> <li>▶ Costs and expenses for any appeal against forfeiture of the licence or refusal of its renewal</li> </ul>	<ul style="list-style-type: none"> <li>▶ Interruption through the deliberate act of electricity gas or water or telecommunications provider other than for the sole purpose of safeguarding life or protecting any part of the supply undertaking</li> <li>▶ Any cause within the control of the insured</li> <li>▶ Any loss where you are entitled to obtain compensation under any legislation</li> <li>▶ Any surrender, reduction or redistribution of licences due to Town and County planning improvement</li> </ul>

<p><b>Section 3 Business Liability</b></p> <p>The following will automatically be included</p> <ul style="list-style-type: none"> <li>▶ Sub Section A Employers Liability £10m Unsatisfied Court Judgements</li> <li>▶ Sub Section B Public/Products Liability Legal costs and expenses</li> </ul>	<ul style="list-style-type: none"> <li>▶ Liability incurred whilst working away from the insured premises other than for non manual commercial duties, collection and delivery</li> <li>▶ Liability for which compulsory motor insurance is required</li> <li>▶ In respect of Public and Products Liability only</li> <li>▶ The cost of remedying defects in products supplied</li> <li>▶ Injury or Damage to property caused by or in connection with anything knowingly sold or supplied into USA or Canada</li> <li>▶ Any liability arising out of advice, instruction, consultancy, design, formula, specification, inspection, certification or testing</li> </ul>
<p><b>Section 4 Commercial Legal Expenses</b></p> <p>Including:</p> <ul style="list-style-type: none"> <li>▶ Employment Disputes &amp; Employment Compensation Awards</li> <li>▶ Legal Defence</li> <li>▶ Contract Disputes</li> <li>▶ Property Protection</li> <li>▶ Bodily Injury</li> <li>▶ Debt Recovery</li> <li>▶ Tax Protection</li> </ul>	<ul style="list-style-type: none"> <li>▶ Personal Injury claims are excluded</li> <li>▶ Loss or damage to property is excluded</li> <li>▶ Total awards payable shall not exceed £1,000,000 in any one period of insurance</li> <li>▶ Motoring prosecutions are excluded</li> <li>▶ The amount in dispute must be more than £250.</li> </ul>
<p><b>OPTIONAL EXTENSIONS</b></p> <ul style="list-style-type: none"> <li>▶ Accidental Damage (Sections 1 &amp; 2)</li> <li>▶ Residents Household Contents (Section 1)</li> <li>▶ Subsidence, Ground Heave &amp; Landslip (Section 1 &amp; 2 )</li> <li>▶ Terrorism Extension (Sections 1 &amp; 2)</li> <li>▶ Theft by Employees</li> <li>▶ Loss of money or goods caused by fraud or dishonesty of an employee £5,000</li> <li>▶ Work Away</li> <li>▶ Extends Section 3 – Liability to include work away from the premises (such as outside catering)</li> </ul>	

### Excesses

For details of the excesses applicable to your policy, please refer to the written quotation confirmation where we have provided you with a quotation or to your policy schedule if you have a live policy.

### Your Insurers

Your insurers will be specified on your quotation schedule and your policy schedule

### Cancellation Procedures

#### Cancellation of your insurance

Cancellation by You within the first 14 days

If, having examined Your Policy documentation, You decide not to proceed, You may cancel, this Policy within the first 14 days. The 14-day period starts on the day You receive the Policy documentation, or the day You enter into this contract of insurance whichever is the later. When We have received notice of decision not to proceed, any premiums You have paid will be returned, unless You have made a claim. If You have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to You.

Cancellation by You at any other time

You may cancel this Policy at any other time after this 14-day period by writing to Us. If You have not made a claim, We will return any premium You have paid for any Period of Insurance left. We will not return any premium if the amount is less than £25.

Cancellation by Us

We are not bound to accept any renewal of this Policy

Where there is a valid reason for doing so We may cancel this Policy by sending You 14 days' notice in writing by recorded delivery post, setting out our reason for cancellation, to Your correspondence address shown in the Schedule.

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Valid reasons for cancellation may include but are not limited to:

- ▶ Where We have been unable to collect a premium payment. In this case We will contact You in writing requesting payment by a specific date. If We do not receive payment by this date, We will write to You again notifying You that payment has not been received and giving You 14 days' notice of a final date for payment. This letter will also notify You that if payment is not received by this date your Policy will be cancelled. If payment is not received by that date, We will cancel Your Policy from the date Your last instalment was due;
- ▶ Where You are required in accordance with the terms of this Policy to co-operate with Us, or send Us information or documentation and You fail to do so in a way that affects Our ability to process a claim, or Our ability to defend Our interests. In this case We may issue a cancellation letter and We will cancel Your Policy if You fail to co-operate with Us or provide the required information or documentation by the end of the 14-day cancellation notice period;
- ▶ Where there is a failure by You to exercise the duty of care regarding Your property as required by the paragraph headed 'Reasonable care' in the General conditions section of this Policy document;
- ▶ Where We reasonably suspect fraud;

#### **When Your premiums are paid by the instalment plan**

If the Policy is cancelled by Us or by You

- (a) Any outstanding balance of Your loan and any additional charges levied by the finance provider in accordance with the terms and conditions of Your credit agreement will be deducted from any return of premium due to You
- (b) You will become liable for the difference if the return premium is less than the balance due to the loan provider We will return any premium You have paid for any Period of Insurance left. However, We will not return any premium if the amount is less than £25.

#### **Certificate of Employers Liability Insurance**

In relation to cancellation in any of the circumstances outlined above You shall immediately return to Us any effective Certificate(s) of Employers Liability Insurance.

#### **Payment of Your Premium**

Your Insurance advisor will advise you how you can pay your premium and will let you know if there are any fees or charges applicable.

#### **Making A Claim**

A full explanation of our claims procedures can be found in your policy booklet within the Claims Conditions section and specific claims contact details will be stated on your Policy Schedule.

#### **Customer Complaints**

We hope that You are extremely happy with Your VRestaurants Wine Bars and Public Houses insurance Policy but We do recognise that on occasions things can go wrong.

If Your complaint is about the way Your Policy was sold to You please contact Your insurance advisor who arranged Your policy for You. Their address and telephone number are shown on Your Policy Schedule.

#### **Contacting Your Insurer**

If You have a complaint about Your Insurer or a claim please contact Your Insurer directly. Their contact details can also be found on Your Policy Schedule.

Once Your Insurer has received Your complaint they will;

- ▶ Send an acknowledgment of Your complaint within 5 working days of receiving it and notify You of the name of the person managing Your complaint

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d Respond in full to Your complaint within 8 weeks. If this is not possible for any reason they will write to You to explain why they have not been able to settle the matter quickly. They will also let You know when they will contact You again.

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#### **If you are still dissatisfied**

If You remain dissatisfied, and Your insurer subscribes to the service, You may refer Your complaint to the Financial Ombudsman Service (FOS);

& **Telephone** 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

– **In writing to** Financial Ombudsman Service  
Exchange Tower Harbour Exchange Square London E14 9SR

🌐 **Website** [www.fos.org.uk](http://www.fos.org.uk)

The Financial Ombudsman Service (FOS) is available to consumers. Their service is also open to businesses employing fewer than 10 persons that have an annual turnover or balance sheet that does not exceed two million Euros, charities with an annual income of less than one million pounds Sterling or the trustee of a trust with a net asset value of less than one million pounds Sterling.

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You can refer to the Financial Ombudsman Service if You are dissatisfied with Your Insurers final response or if they have not issued their final response within eight weeks from the time You first raised the complaint. However, they will only consider Your complaint once You have tried to resolve it with Your Insurer.

Following the complaints process does not affect Your right to take legal action

Eaton Gate MGU Ltd are dedicated to resolving your complaint so if you have a complaint about Eaton Gate MGU Ltd or wish to discuss a complaint you have with your administrator or insurer, please contact the Eaton Gate MGU Ltd customer services team;

- **Telephone** 0333 234 1741
- **By e-mail** [complaints@egmgu.co.uk](mailto:complaints@egmgu.co.uk)
- **In writing to** Customer Services Manager, Eaton Gate MGU Ltd. 20 St Dunstan's Hill, London, EC3R 8HL

### Use of Language

Unless otherwise agreed the contractual terms and conditions and other information relating to this contract will be in English.

### Financial Conduct Authority

Eaton Gate MGU Ltd are regulated by the Financial Conduct Authority. You can check their website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate, or You can phone them on 0800 111 6768.

### Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd are covered by the Financial Services Compensation Scheme (FSCS) This means that You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends upon the type of business and the circumstances of the claim Further information about the scheme is available from the FSCS;

- & **Telephone** 0800 678 1100 or 020 7741 4100
- 8 **By e-mail** [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)
- **In writing to** Financial Services  
Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU
- 🌐 **Website** [www.fscs.org.uk](http://www.fscs.org.uk)

If you telephone FSCS then please have any relevant correspondence to hand.

### About Eaton Gate MGU Ltd

Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ. Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

### Telephone Call Recording

**CALLS MAY BE MONITORED AND RECORDED AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES**