

# HOTELS INSURANCE

## Summary of Cover

September 2013 Edition

**A business insurance package for hotels, motels, inns and guest houses.**

### Why choose AXA's Hotels Insurance Package?

AXA's Hotels Insurance Package offers you generous levels of standard cover plus many optional extras.

**Tailor-made for Your Business** – Hotel 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.

**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.

**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 trade contents sum insured during December and January and 8 days before and after all Bank Holidays.

# Policy Summary

This document is a summary of the insurance cover provided by the Hotels 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 Hotels Insurance Package provides you with generous Contents, Business Interruption, Business Liability 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 Conditions

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

Features and Benefits			
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	✓		Page 10 & 12
Automatic Reinstatement of Sum Insured following a loss	✓		Page 21
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
Household goods and personal effects belonging to the Insured or resident manager	✓		Page 12
Employees household goods and personal effects	£500 any employee or £1,000 if employee resides permanently in the hotel		Page 12
Stock including • wines and spirits • cigarettes and tobacco	£1,000 £1,000	Extra amounts if required	Page 12
Guests personal effects	£1,000 personal effects £10,000 any one vehicle £50,000 any one claim		Page 17

Features and Benefits			
Contents			
Cover Offered	Standard Cover	Optional Cover	Policy ref
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 40
Additional expenditure incurred to <ul style="list-style-type: none"> <li>minimise the interruption to work normally carried on using the damaged computer equipment</li> <li>recompile or restore damaged data as a result of damage as covered by the contents section</li> </ul>		£10,000 any one period of insurance	Page 41
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 41
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 41
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	£2,000	Increased cover available (Maximum Limit £4,000)	Page 14
Replacement of locks and keys following theft	£500		Page 15
Loss of money: <ul style="list-style-type: none"> <li>Premises during business hours, in transit and in a Bank Night Safe</li> <li>Premises out of Business Hours</li> <li>Business Owner or Authorised Employee residence</li> <li>Crossed Cheques and non negotiable money</li> <li>Gaming, amusement or vending machines</li> <li>Belonging to Insured or member of his family permanently residing in the hotel (limits apply per period of insurance)</li> </ul>	£5,000  £1,000 in safe/ £500 out of safe  £500 £250,000 £300 £250 cash, £500 credit cards misuse		Page 15       Page 17
Loss of freezer contents cover being subject to certain exclusions	£2,000	Increased cover available (Maximum Limit £5,000)	Page 16
Automatic seasonal increase	25% of Business Contents		Page 16
Loss or damage to property in the open within the boundaries of the hotel premises	£500 any one period of insurance		Page 17
Loss or damage to contents while providing outside catering	£2,000		Page 17
Rent while premises are untenable for up to 104 weeks	25% of contents nominated amount		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

<b>Features and Benefits</b>			
<b>If buildings are insured:</b>			
<b>Cover Offered</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Policy ref</b>
Replacement value of Building (including Debris Removal, Architects and Surveyors' fees)	Up to amount nominated by the Insured	Increased inflation protection up to a nominated amount	Page 10 Page 52 (Inflation Protection)
Damage to cables, drains and underground pipes	✓		Page 11
Subsidence Cover		✓	Page 53
Cover for tracing and making good leaking underground pipes, drains and cables	£25,000 any one period of insurance		Page 11
<b>Other covers available:</b>			
Theft by employees		£5,000 any one period of insurance	Page 55
"All Risks" on specified items (subject to certain exclusions) anywhere in Great Britain and up to 14 days worldwide		✓	Page 23
Terrorism cover		✓	Page 42
<b>Employee Protection</b>			
Assault to your employees following robbery or attempted robbery			Page 16
• Death	£10,000		
• Total loss or permanent and total loss of use of one or more limbs	£10,000		
• Total and irrecoverable loss of all sight in one or both eyes	£10,000		
• Temporary total disablement from engaging in usual occupation	£100 per week for up to 104 weeks		
• Damage to clothing and personal effects	£500		
• Maximum compensation for 1 incident 1 person	£10,400		
<b>Business Interruption</b>			
Loss of Business Income resulting from damage covered under Contents	3 times the contents sum insured or £250,000 whichever is the greater - up to 12 months period	Up to 36 months period	Page 24
Cover for outstanding debts where business accounts are lost due to damage as defined above	£10,000		Page 27

<b>Features and Benefits</b>			
<b>Business Interruption</b>			
<b>Cover Offered</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Policy ref</b>
Loss of Business Income as a result of damage at Suppliers premises	10% of Sum Insured or £50,000		Page 26
Loss of Business Income as a result of damage at Public Utility Suppliers premises	up to sum insured		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 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
Automatic Reinstatement of Sum Insured following a loss	✓		Page 25
<b>Loss of Licence</b>			
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 29
<b>Business Liability</b>			
Employers Liability	£10m		Page 32
Public Liability	£2m	£5m	Page 33
Products Liability	£2m any one period of insurance	£5m any one period of insurance	Page 33
Legal liability for guests property (including motor vehicles in hotel's garage or car park which is securely locked overnight)	£10,000 property deposited for safekeeping and £25,000 in total		Page 36
Legal liability for loss or damage to property deposited in the cloakroom	£100 any one article or £1,000 any one cloakroom		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 34
Legal Liability incurred under the Defective Premises Act	✓		Page 36
Personal Liability whilst abroad on business	✓		Page 37

<b>Features and Benefits</b>			
<b>Business Liability</b>			
<b>Cover Offered</b>	<b>Standard Cover</b>	<b>Optional Cover</b>	<b>Policy ref</b>
Legal liability incurred as tenants	✓		Page 36
Indemnity to principal	✓		Page 38
Compensation for required Court Attendance	£50 per day per employee £100 per day per Director/Partner		Page 38
<b>Legal Expenses</b>			
Claims made during Period of Insurance	£50,000 per claim & £500,000 per Period of Insurance		Page 44
Covers			
Contract disputes for amounts between £250 & £5,000	✓		Page 44
Employment disputes	✓		Page 44
Criminal Prosecution defence	✓		Page 45
Property disputes	✓		Page 45
Data protection/Tax protection	✓		Page 46
Statutory licence appeals	✓		Page 47

<b>Significant or Unusual Exclusions and Limitations</b>	
<b>Significant or Unusual Exclusions and Limitations</b>	<b>Applies to</b>
Unless agreed otherwise the law applicable to this contract is the law of England and Wales	All covers
Reasonable precautions conditions apply including Deep Fat Frying and Waste Removal Conditions	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
Money in transit limited to £2,500 per person	Contents
Stock shortages	Contents
Date Recognition Exclusion	All covers except Employers Liability
Computer or data processing equipment operator error, virus or hacking	All covers except Legal Expenses, Business Liability & Loss of Licence
Terrorism Exclusion (some cover available as an optional extra)	All covers
Theft by the Insured or resident manager (or member of their family). Theft by employees is an optional cover.	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 eg. rust, rot, corrosion and gradual pollution	Buildings & Contents, Business Interruption and Public Liability

<b>Significant or Unusual Exclusions and Limitations</b>	
<b>Significant or Unusual Exclusions and Limitations</b>	<b>Applies to</b>
Mechanical or electrical breakdown of machinery	Buildings & Contents and Business Interruption
Fines and penalties imposed	Business Liability covers
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
Damage to property in your custody/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

<b>Excesses</b>	
<b>Policy Excesses</b>	
Buildings and Contents	
(i) Storm, Flood, Escape of Water, Riot, Civil Commotion, 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**

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This is an annually renewable policy.

### **Sums Insured**

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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 being reduced.

### **Law Applicable**

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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**

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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.

### **Claim Notification**

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In the event that you need to make a claim under your policy, you should contact your insurance adviser or alternatively, you can contact AXA Insurance 24 hrs a day using the following telephone number: 0845-758-1076.

### **Policy Administration Fees**

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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**

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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)**

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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](http://www.fscs.org.uk)).

### **Regulatory Status**

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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](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

**AXA Insurance UK plc**

Registered in England No 78950.

Registered Office: 5 Old Broad Street, London EC2N 1AD.

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Telephone calls may be monitored or recorded.

redefining / standards

