



**NEW INDIA
ASSURANCE**



Please complete this proposal and return it to
your insurance adviser or to:

The New India Assurance Company Limited,
3rd Floor,
Crown House
Crown Street,
Ipswich,
Suffolk IP1 3HS

Prospectus

**HOTELS, GUEST &
PUBLIC HOUSES**

Hotels, Guest Houses and Public Houses Prospectus

This specially developed policy lets you get on with your day to day business and leaves us at New India to deal with the unexpected.

Designed specifically for Hotels, Guest and Boarding Houses and Public Houses, it combines your essential business insurances in one document.

Free Legal Advice

When you take out your policy, you will be entitled to use the Legal Helpline operated by ARAG plc.

If you have any legal problems in connection with your business, ring the Helpline number for confidential advice from ARAG's in-house lawyers. The advice given can be confirmed in writing. It will only cost the price of a phone call - the advice is free.

Full details of this service will be provided with your policy.



Authorised and regulated by
the Financial Services Authority

Cover at a Glance

Basic Cover

1. Contents of your Premises, excluding personal possessions (which should be separately insured)
2. Fixed Glass, Sanitaryware and Signs (also Lettering and Decoration to Glass up to £1,000)
3. Loss of Income following damage to Contents, Glass and Buildings
4. Money
5. Assault suffered at the hands of thieves
6. Liability to Others for damages

Additional Options – which you may wish to select

7. Buildings
8. Frozen Food
9. Depreciation in the value of your interest in the Business, following the loss of a licence to sell alcohol
10. Loss of Goods in Transit
11. Losses from Theft by Employees
12. Legal Expenses

The following general features should be noted:

Average

If you do not insure for the full value of your property, any payments made under Sections 1, 3, 7, 8 and 10 will be proportionately reduced. Be sure to avoid this penalty by insuring for full amounts.

Excesses

You are asked to bear the first £250 of each claim for loss or damage under the following:

- Section 1 – Contents
- Section 2 – Glass
- Section 4 – Money
- Section 7 – Buildings
- Section 10 – Goods in Transit
- Section 11 – Theft by Employees

Cover at a Glance continued

Terrorism

Terrorism cover can be provided in selected cases at an additional premium, which must be paid to New India within 30 days.

Terrorism cover is not available for risks in Northern Ireland.

The Cost

The cost of the Basic Covers depends upon just three factors:

- the occupation of your Premises
- the value of your Contents
- where your Premises are situated

Please read the following Cover guide before completing the proposal form. If you need further guidance, ask your insurance adviser or local New India office for assistance.

A specimen policy will be supplied on request, giving the actual terms of the insurance.

Basic Cover

Section 1 – Contents

Loss of or damage to the trade contents of your Premises including building owner's fixtures and fittings, your improvements, decorations and employees' personal effects, caused by any of the following:

- Fire, explosion and lightning;
- Theft;
- Storm, flood or escape of water from water systems;*
- Riot and other disturbance
- Malicious damage
- Aircraft and earthquake;
- Impact by road or rail vehicles;
- Breakage or collapse of radio or television aerials;
- Escape of oil used for central heating;
- Escape of draught beer, minerals and other draught beverages (excluding spirits) from storage containers (other than bottled stock)*
- Accidental damage by falling trees.

} but not in Northern Ireland;

* Stock below ground level is not covered for these events unless stored on racking at least 150 millimetres above the floor.

Claims for the loss or destruction of Contents (other than stock, stock in trust and employees' effects and pedal cycles) will be settled on the basis of replacement as new. Please ensure that the sums insured you select are on the same basis.

This Section also covers:

- Temporary removal of Contents (except Stock) anywhere within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man Up to a limit of 15% of the sum insured on Contents (excluding Stock)
- Computer systems records Limit £5,000
- Employees' effects and pedal cycles Limit £500
- Accidental damage to underground pipes, services and cables
- Seasonal Increase: for the months of November, December and January and for the 14 days preceding any Bank Holiday The sum insured on Stock will be automatically increased by 50% for November and December, 20% for January and 20% for Bank Holidays falling outside December and January (you may choose to vary these percentages, if required)
- Automatic reinstatement of the sum insured following loss up to a maximum of £2,000 any one loss
- The replacement of locks (other than of any safe) following the theft of keys, up to a limit of £500

Basic Cover continued

Section 2 – Glass

Breakage of fixed glass plus the cost of temporary boarding up, and damage to window frames, framework, fittings and displays resulting from the breakage.

Cover for Sanitaryware, Signs and lettering and decoration is given automatically.

Section 3 – Loss of Income

The Income you receive in the course of your business may be severely affected by any of the following:

- (a) damage to the contents of your Premises or to the buildings;
- (b) damage to surrounding property which hinders access to your Premises;
- (c) an occurrence of a Notifiable Disease at the Premises or within a radius of 25 miles of it, or the discovery of vermin or pests at the Premises;
- (d) accidental damage to drains or sanitary apparatus causing restrictions on the use of the Premises;
- (e) murder or suicide at the Premises.

The standard Maximum Indemnity Period is 24 months, and cover is provided for up to £600,000*. For (c), (d) and (e) above, however, the Maximum Indemnity Period is 3 months.

- Book Debts cover is included where accounts records are destroyed and it is difficult to trace outstanding debtors and recover the money owed to you.

* Requests for Loss of Income in excess of £600,000 may necessitate a separate proposal form.

Basic Cover continued

Section 4 – Money

If Money is lost or stolen from your premises, or home or from an employee's home, or whilst in transit, your policy will make good your loss subject to the following limits:

Money out of Safe(s) outside business hours	£	500
Money in Safe(s) outside business hours	£	3,000*
Money in the private residences of the Insured and the Insured's employees other than at the premises (including that part of the Premises used for residential purposes).....	£	1,000
Any other loss of Money	£	3,000*
Crossed cheques and the like	£	500,000

*These limits may be increased on request

The policy also covers:

- loss of or damage to any safe in the Premises arising from theft;
- loss of or damage to money-belts, waistcoats, cash-carrying cases and the like arising from theft or attempted theft.

Section 5 – Assault

Unfortunately theft is often accompanied by violence which may have serious personal consequences. The policy will provide the following benefits for you and your employees:

● Damage to clothing and personal effects	£	500
● Death	£	25,000
● Loss of one or more limbs and/or sight of one or both eyes	£	25,000
● Permanent total disablement	£	25,000
● Temporary total disablement (maximum 2 years)	£	100 per week

Basic Cover continued

Section 6 – Liability to Others

Considerable claims for compensation can be incurred in respect of legal liability for:

- (1) death or bodily injury to persons (other than Employees);
- (2) damage to property, trespass, nuisance or interference with the rights of other people;
- (3) defective Premises;
- (4) death, bodily injury or disease of Employees in the course of their employment.

The Policy provides cover for these as follows:

	<u>Limit of Liability</u>
(a) Liability as described in (1), (2) and (3) above	£ 2,000,000
(b) Liability as described in (4) above	£ 10,000,000
(The limit in respect of acts of Terrorism is reduced to £5,000,000)	

This section also provides cover for liability arising from:

- Theft of valuables deposited for safekeeping by guests Limit £5,000;
- Products sold or supplied;
- Loss or damage to the Premises provided that they are leased or rented and not owned by you, and that the liability does not arise solely under the terms of a lease or rental agreement. You will be responsible for the first £100 of each claim not caused by fire or explosion;
- Property owner's liability is included where you are the owner of the buildings.

Optional Covers

You may add to the Basic Cover all or any of the following sections:

Section 7 – Buildings

If you own the Premises you occupy or are obliged to insure them under a lease agreement, this Section will provide cover for damage to the buildings caused by:

- Fire, explosion and lightning
 - Storm, flood or escape of water from water systems;
 - Riot and other disturbances
 - Malicious damage
 - Aircraft and earthquake;
 - Impact by road or rail vehicles;
 - Breakage or collapse of radio or television aerials;
 - Escape of oil used for central heating;
 - Escape of draught beer, minerals and other draught beverages (excluding spirits) from storage containers (other than bottled stock).
 - Accidental damage by falling trees.
- } but not in Northern Ireland;

Additionally this Section provides for:

- the cost of removing debris after a loss;
- architects' and surveyors' fees incurred in reinstating the building;
- the additional costs incurred, following a loss, to comply with Local Authority regulations.

Section 8 – Frozen Food

If a refrigerator or deep freeze unit breaks down or is damaged you may lose a valuable stock of frozen food.

This Section covers such eventualities up to the amount you choose.

Section 9 – Loss of Licence

If you have a licence to sell alcohol, it is probable that the value of the Business would drop if that licence were to be revoked, suspended, forfeited or renewal refused. This Section covers you for the reduction in the value of the Business, provided that the licence is lost for reasons beyond your control.

Requests for amounts in excess of £100,000 may necessitate a separate proposal. Ask your insurance adviser or local New India office.

Optional Covers continued

Section 10 – Goods in Transit

This Section provides cover for your goods whilst in transit up to a selected amount per vehicle, including loading and unloading.

Section 11 – Theft by Employees

You may lose money or other property through the dishonesty of an employee and not discover the loss for some time.

This Section will cover those losses up to a limit of £10,000. Higher limits can be obtained but this may entail a separate proposal.

Section 12 – Legal Expenses

Cover is for legal costs and expenses incurred in the pursuit or defence of legal rights in or out of court in relation to employment disputes, Data Protection Act, customer disputes for goods or services in the range £200-£5,000, criminal prosecution defence, property, landlord/tenant disputes and statutory licences up to £50,000 any one event.

In addition Tax and V.A.T. disputes and Directors Protection Cover are included up to £25,000 any one claim.

Attendance expenses as witness or juror up to £100 per employee per day subject to a maximum of £1,000 are included for unrecoverable wages/salaries, subject to the overall limit for the Section to which the attendance relates.

The cover under this Section is provided by Brit Insurance Limited and arranged by ARAG plc.

Accidental Damage Extension

The cover under Section 1 – Contents and Section 7 – Buildings can be extended to cover accidental loss of or damage. If you require this cover, please indicate your requirements on the Proposal form.

Accidental Damage to Business Equipment

The cover under Section 1 – Contents can be extended to cover accidental loss of or damage to specified items of Business Equipment. If you require this cover, please indicate your requirements on the Proposal form.

Payment by Instalments

Annual premiums may be paid by monthly direct debit. If you would like details, please answer the appropriate question on the proposal form. The minimum premium for which this facility is available is £1,200.00

Terms and Conditions

The cover that we have described is only a summary. For full details of the terms, exceptions and conditions, please ask for a specimen of the policy.

The law applicable to this contract

The parties to this contract have the right to choose the law that should apply. New India propose to apply English law except for those customers who at inception of the contract are domiciled:-

i) in Scotland where Scots law will apply

or

ii) in Northern Ireland where the law of Northern Ireland will apply.

In the absence of any written agreement to the contrary, the appropriate law as detailed above will apply.