



# Bed and Breakfast Insurance Policy from Direct Line - Key Facts

Please read this document carefully. It's a summary of the key benefits, exclusions and conditions of this policy. It doesn't contain the full terms and conditions – you can find these in your policy booklet.

## **Bed and Breakfast Insurance Policy from Direct Line**

This policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and runs for 12 months. Your policy schedule and policy booklet show the sums insured, limits, conditions and excesses. Please read your policy documents carefully and regularly review your cover, to make sure the levels of cover you've chosen meet your needs.

The core cover of this policy meets the demands and needs of hospitality businesses requiring cover for liability claims for injury or property damage made by guests or visitors. It also provides cover for contents, stock, and buildings.

The optional Legal Expenses cover meets the demands and needs of those who need cover for legal costs up to £250,000 for things like contract disputes with suppliers or customers, employment disputes, statutory licence appeal, legal defence of criminal prosecutions relating to your business.

The optional Personal Accident cover meets the demands & needs of those who need compensation if anyone working in the business between the ages of 16 and 75 has an accident, whether it occurs in a business or personal capacity, resulting in death, or temporary or permanent total disablement.

Just to let you know, our consultants may receive a bonus if you purchase any cover with us.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

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- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person for whom cover is provided by this insurance.

Update us if there are changes to the information provided.

## **Public and Products Liability (standard cover)**

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Covers your legal liability for compensation awarded to any claimant in connection	Motor contingent liability - covers your legal liability when your employees are driving a vehicle not owned by your business in the course	The excess shown in your schedule for each property damage claim	
with your business:	of their work	The cost of replacing faulty goods or putting faulty workmanship right	
<ul> <li>for accidental injury to</li> </ul>	Health and Safety at Work Act legal costs and		
your customers, visitors, people you visit or members of the public	expenses  Compensation for court attendance connected to	Pollution or contamination unless it's caused by a sudden and unintended incident	
•	a claim (up to £500 per day for		
<ul> <li>for accidental damage to property that doesn't</li> </ul>	partners/directors and £250 for each employee)		
belong to you	Corporate manslaughter up to the indemnity limit		
This includes:			
<ul> <li>your legal costs if we're defending the claim</li> <li>the claimant's legal</li> </ul>	Cover for your legal liability for damage to leased, rented or hired premises		
costs if you're found liable	Data Protection Act cover, up to a limit of £500,000		
Territorial Limits being the			
United Kingdom, the Channel Islands and the Isle of Man unless otherwise			
specified in your schedule. (See also Overseas Personal Liability Extension)			

Up to the limit shown in your		
schedule		

## **Material Damage (standard cover)**

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
To pay for repair or to replace your property damaged or lost due to causes insured by the policy; for example fire, storm, flood, escape of water, theft, accidental damage  Cover available for:  buildings  glass  fixtures and fittings  multiple buildings at your premises  business contents and stock  household contents  Subsidence is available in most cases	Trace and access pays up to £25,000 per claim to find the source of leaks which have caused damage to your property  Accidental damage to underground service pipes and cables  If you live at the premises, we'll pay alternative accommodation costs for you and your family, up to £50,000 and for not longer than 24 months from the date of the damage  Replacement locks if your keys are stolen, up to £25,000  Loss of metered water or heating oil, up to £15,000  Unauthorised use of gas, water or electricity, up to £25,000  Loss or damage to your guests' and employees' property:  • up to £5,000 per person for personal effects  • up to £25,000 per motor vehicle  • up to £100,000 per claim  Property in the open, such as garden furniture	The excesses shown in your schedule  The £500 excess for damage caused by storm to a flat roof or a roof made from felt on timber  Damage to walls, gates and fences caused by storms or floods  Malicious damage, theft, and escape of water after the property's been unoccupied for more than 30 days  Damage caused by corrosion, dampness, dryness, or wet or dry rot  Damage caused by wear and tear or gradual deterioration  Disappearances or shortages of property that you only discover when doing a stock take, which can't be traced to a specific event  Loss or damage you can claim for under a maintenance agreement, warranty or guarantee  If you've selected Subsidence, damage caused by the normal bedding down of new buildings  Guests' and employees' money and personal valuables	If any part of your property has a flat roof, or a roof made from felt on timber, you need to have it inspected every two years by a competent roofing contractor, and get any work done that they recommend.  If we ask you to, you need to meet the burglar alarm conditions in your policy under 'Additional Condition A - Intruder Alarm  You need to meet the minimum security conditions as shown in your schedule  If you've selected Subsidence, you need to tell us immediately about any demolition, groundworks, excavation or construction being carried out on an adjoining site.
	Property in the open, such as garden furniture and children's play equipment up to £2,500	Guests' and employees' money and personal valuables such as jewellery and watches	

## **Property Away from the Premises (optional cover)**

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
To pay for repair or to replace your business contents and stock accidentally damaged or lost anywhere in the United Kingdom, the Channel Islands and the Isle of Man.  To pay for repair or to replace your personal belongings accidentally damaged or lost anywhere in the world.	Damage to any property while in transit to, from or at exhibitions and trade shows up to £1,000  Personal effects belonging to the driver and anyone accompanying them in a vehicle up to £500	The excess shown in your schedule  Any damage caused by wear and tear or gradual deterioration  Damage caused by corrosion, dampness, dryness, or wet or dry rot  Damage to moveable property in the open or in opensided buildings caused by wind, rain, hail, sleet, snow, flood or dust  Theft or attempted theft between 9pm and 6am unless the property is in the custody of you, your partners, directors or employees or in a securely locked building  Theft from a vacant building  Property hired out  Damage caused to property while in transit with a third party such as the post or a courier  Theft of bikes left unattended, unless they were locked up securely	If you leave a loaded vehicle unattended at any time, you must:  make sure it's locked  remove all keys  close all windows  switch on any immobilisers or alarms  Between 9pm and 6am, the vehicle must also be in a locked building or an open vehicle enclosure which is securely locked and/or constantly guarded

# **Business Interruption at your own premises (optional cover)**

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
To cover turnover lost following damage to the	To replace lost turnover following damage due to an insured cause to:		If your business is registered for Value Added Tax, we'll make any claims
property you operate from	your property		payments exclusive of VAT

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due to causes insured by the policy for example fire, storm, flood, escape of water, theft, accidental damage	<ul> <li>the property of one of your suppliers or booking agencies</li> <li>a nearby property which stops you gaining access to your property</li> <li>third-party sites where you store your property</li> <li>an attraction within 25 miles of your premises, where the damage to it causes a reduction in the number of your potential</li> </ul>	
	customers  It also pays for costs you incur solely to try to avoid losing turnover, or to reduce the amount of lost turnover	

# **Employers' Liability (optional cover)**

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Covers injury to your employees in the course of their employment.	Compensation for court attendance connected to a claim (up to £500 per day for partners/directors and £250 for each employee)	Claims by employees who normally live somewhere other than Great Britain, Northern Ireland the Channel Islands or the Isle of Man.	You'll need to get our agreement in writing before you incur any legal costs in relation to a claim
<ul> <li>This includes:</li> <li>your legal costs if we're defending the claim</li> <li>the claimant's legal costs if you're found liable</li> </ul>	Corporate manslaughter up to the indemnity limit  Can be extended to include injury to working partners	Injury to employees, other than the driver, which happens while they're in a motor vehicle being used by your business.	
Up to £10 million of cover  Territorial Limits being the			
United Kingdom, the Channel Islands and the Isle of Man unless otherwise specified in the Schedule.			

Theft of Takings (optional cover)

There of Takings (optional cover)					
What it's for	Key benefits	Key exclusions	Key conditions you'll need to		
			meet		
Covers loss of takings that are stolen or damaged while	Clothing and personal effects (including money) belonging to people working in your business, as	The excess shown in your schedule	You must keep a record of money on the premises in a different secure place to		
they're:	a result of a theft or attempted theft up to	Losses due to fraud or dishonesty of your partners,	where the money is being stored		
in transit	£1,000 per person for each claim.	directors or employees, if it isn't discovered within 14			
<ul> <li>in a bank night safe</li> </ul>		working days of the loss happening	All safe keys and codes must be in the		
<ul> <li>in your premises</li> </ul>	Fraudulent use of business credit cards up to		custody or you, your partners, directors		
<ul> <li>in the home of an</li> </ul>	£1,000	Money stolen from unattended motor vehicles	or authorised employees, or deposited in		
authorised person			a secure place that's not near the safe		
working in the business					

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<ul> <li>on you or anyone in your business at any third party locations where you work</li> <li>in vending and games</li> </ul>	Injury caused to your directors, partners and employees aged between 16 and 75 during the course of a theft or attempted theft	Death or disablement made worse by a pre-existing physical or mental condition following injury during the course of a theft or attempted theft	Outside of business hours, you must leave the drawers of cash tills open with all contents deposited in a secure place that's not near the cash tills.
machines  Territorial Limits being the United Kingdom, the Channel Islands and the Isle of Man unless otherwise specified in your schedule			For claims for fraudulent use of credit cards, once you discover the loss, you must tell:  • the issuing company immediately • the police within 24 hours

Commercial Legal Expenses (claims are administered by DAS Legal Expenses Insurance Company Limited) (optional cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Pays legal expenses in connection with your business	Pays up to £250,000 per claim  Pays for legal costs incurred in connection with:  Employment disputes and compensation	Civil claims which DAS decide have a less than 51% chance of succeeding  Expenses incurred before DAS have accepted your	You need to inform DAS of any claims within 180 days of the date you should've known about the incident you wish to claim for
Territorial Limits	awards	claim in writing	
For Legal Defence	Legal defence		DAS need to have agreed to the legal
Insured Incidents	Statutory licence appeal	Fines and compensation you're ordered to pay, other	action you want to take
(excluding 5 Statutory	Contract disputes	than compensation for sections Employment disputes	
Notice Appeals), and H	Tenancy disputes	and Legal defence	You must tell DAS if anyone offers to
Personal injury:	Debt recovery	The first CEOO of any against discust also a few against	settle a claim and mustn't negotiate or
The Furance Haies	Property protection     Personal injury	The first £500 of any contract dispute claims for more	agree to any settlement without DAS's
The European Union, the Isle of Man, the	Personal injury     Tax protection	than £5,000	agreement in writing.
Channel Islands,	Tax protection	Total payments for compensation awards of more	
Albania, Andorra, Bosnia		than £1 million during the term of the policy	
Herzegovina, Gibraltar,			
Iceland, Liechtenstein,		Employment disputes which started within 90 days of	
Macedonia, Monaco,		the policy start date	
Montenegro, Norway,			
San Marino, Serbia,		Personal injury claims due to:	
Switzerland and Turkey.		an illness or injury which develops gradually	

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<ul> <li>For all other Insured Incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands</li> </ul>		•	psychological injury or mental illness unless it follows a specific or sudden accident that's caused physical bodily injury clinical negligence	
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## Personal Accident (optional cover)

benefits	Key exclusions	Key conditions you'll need to meet
00 as a lump sum for accidental:  of limbs of sight anent disablement  net weekly wage up to £500 if someone in business is temporarily unable to work use of an accident. We'll pay you until you er for up to 104 weeks.  dition to any compensation payable, we'll Medical Expenses incurred: er £1,000 of compensation in respect of a or permanent disablement or of the weekly compensation in respect of orary total disablement, ot exceeding £1,000 per Person Insured per	Intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), wilful exposure to needless peril (except in an attempt to save human life), violation or attempted violation of the law or resistance to arrest;  Injury suffered while under the influence of intoxicating liquor or drugs (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease;  aviation other than as a fare-paying passenger in an aircraft operated by a regular commercial airline or in an aircraft of a recognised charter operator;  winter sports, mountaineering or rock climbing requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, white water rafting, bungee jumping or aeronautic sports;	Compensation for temporary total disablement will not exceed normal weekly net earnings and will only be payable for up to 104 weeks.  No further Benefit will be payable in respect of the same Person Insured after payment of any Benefit for Accident under Results 1 or 2, except for any unrelated Injury.  Benefit under permanent disablement is not payable before 104 weeks from the date of Injury.  Any payment made in respect of weekly Benefit under temporary total disablement will be deducted from any lump sum Benefit becoming payable under this Section, in respect of any related Injury.  In the event of death of a Person Insured, we will be entitled to have a postmortem examination at Our expense.
00 of the control of	O as a lump sum for accidental:  limbs sight nent disablement  et weekly wage up to £500 if someone in usiness is temporarily unable to work e of an accident. We'll pay you until you or for up to 104 weeks.  tion to any compensation payable, we'll edical Expenses incurred: or £1,000 of compensation in respect of or permanent disablement or the weekly compensation in respect of carry total disablement,	Ilimbs sight nent disablement  et weekly wage up to £500 if someone in usiness is temporarily unable to work e of an accident. We'll pay you until you refor up to 104 weeks.  Injury suffered while under the influence of intoxicating liquor or drugs (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease;  aviation other than as a fare-paying passenger in an aircraft operated by a regular commercial airline or in an aircraft of a recognised charter operator;  winter sports, mountaineering or rock climbing requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, white water rafting, bungee

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riding or driving in or practising for any race, polo	latha was filiahlaman afa Danan
playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor	In the event of disablement of a Person Insured, they must immediately place
scooters but not motor-assisted pedal cycles) or pillion	themselves under the care of a qualified
riding of any kind;	medical practitioner and, as often as may
	be required, submit to medical
illness or disease not resulting from bodily injury or	examination at Our expense.
suffering from bodily injury due to any gradually	
operating cause.	All certificates, information and evidence
	will be provided when required.
travel to areas where the Foreign & Commonwealth	
Office has advised against 'all travel'. Please check	
with the Foreign & Commonwealth Office at	
www.gov.uk/foreign-travel-advice.	
any pre-existing physical or mental defect or infirmity;	

## **Policy Extension**

Equipment Breakdown policy extension (claims are administered by HSB Engineering) (comes as standard with your Material Damage cover)

What it's for	Key benefits	Key exclusions	Key conditions you'll need to meet
Pays to repair or replace electrical and mechanical equipment that has broken	Cover is automatically included as standard for business property you've insured in the Material Damage section	The £200 excess for each claim  Equipment whilst in a private dwelling unless the	You need to make sure all equipment is adequately maintained
down	Cover is up to £5 million for a single accident. Within this amount, cover is up to:	Equipment is your property owned by the business or for which the business is responsible.	You must back up original data at least once every 7 days
	£500,000 for a single accident to computer equipment while it's at the premises shown in the schedule	Breakdown caused by wear and tear  Maintenance and servicing of equipment	You must take precautions to make sure that all data is stored safely
	£5,000 for a single accident to computer Equipment while in a member country of the EU	Equipment you've manufactured for sale  Damage to data, discs or tapes caused by	
	£5,000 for a single accident to portable computer equipment anywhere in the world.	programming errors, computer viruses or introduction of malicious code	

It also covers costs up to £50,000 per accident for reinstating onto tapes or discs data lost or damaged following an accident to computer equipment. Software is insured as part of the computer equipment.

20% of any loss for perishable goods where the refrigeration unit is more than 10 years old.

Costs you can recover under a maintenance

agreement or a warranty or guarantee

Cover for damage to perishable goods due to a change in temperature caused by an accident or failure of the electricity supply. This is up to £15,000 per accident for frozen or chilled foods and £5,000 for any other perishable goods.

Business interruption resulting from damage to own surrounding property.

Damage to property resulting from the explosion of a steam boiler, economiser, superheater, or steam vessel, up to £1 million per accident.

Up to £10,000 for hire of substitute equipment until the broken down equipment is repaired or replaced

Conditions and exclusions applying to the whole policy

What's not covered	Conditions you'll need to comply with
Damage or loss due to computer viruses or hacking. This exclusion doesn't apply to the Public and Products Liability section or the Employers' Liability section.	You must give us a fair presentation of the risk, which means telling us all material information about you and your business, which you're aware of, or ought to be aware of. Material information is information which could affect whether we accept your application for insurance, or the
Damage or loss caused by pollution and contamination. This exclusion doesn't apply to the Public and Products Liability section or the Employers' Liability	premium, terms or conditions we offer.
section.	You must let us know about any changes to your business as soon as possible
Fraudulent or exaggerated claims	You need to take reasonable precautions to reduce the likelihood of claims
	You need to comply with any requirements we've asked for regarding fire-extinguishing equipment and deep fat fryers
	If you need to make a claim, you should tell us about it as soon as possible, and give us any help or information we ask for

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If your claim is for vandalism, theft, attempted theft or loss of money, you must tell the police
immediately

#### Other features

**DAS Businesslaw** – Providing you with useful resources for creating ready-to-sign contracts, agreement and letters in minutes. The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation. (supplied by DAS Legal Expenses Insurance Company on our behalf).

#### **How to Pay**

You will have an option to pay either annually by Direct Debit, Credit or Debit card, or if eligible, by instalments on a date selected by you.

## Your right to cancel

If this cover doesn't meet your needs, you can cancel it by calling us on **0345 305 0504.** 

If you cancel your policy within 14 days of your cover start date or the date you receive your policy documents (whichever is later), we'll return the premium you paid us in full, as long as you haven't made any claims. If you cancel your policy after that time, as long as you haven't made any claims since the policy started, we'll refund any premium paid for the remaining term of the policy, less an administration fee of £25 plus Insurance Premium Tax.

#### How to make a claim

To make a Legal Expenses claim, please call **0345 878 5024**.

For any other claim, please call us on **0345 303 1753**.

#### How to complain

If you need to complain, please call us on **0800 051 0538 or 01239 636 082**. If your complaint is about a claim, please call your claims handler, whose details will be shown on your claims documents. If you'd prefer to write, please address your letter to:

Claims complaints - The Technical Operations Manager at the address shown on your claims documents
For all other complaints - The Customer Relations Team at Direct Line For Business, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.

If we can't settle the matter with you, you can refer your complaint to The Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR. Phone 0800 023 4567 or 0300 123 9123.

#### Details about our regulator

Direct Line for Business policies are underwritten by U K Insurance Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, is <a href="https://www.fca.org.uk">www.fca.org.uk</a>, or you can call them on **0800 111 6768**.

#### **Financial Services Compensation Scheme**

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Under the Financial Services and Markets Act 2000, if a company becomes unable to meet all of its liabilities to policyholders, compensation may be available. Insurance is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance is covered for 100% of the claim, without any upper limit. You can get more Information by asking us or visiting the Financial Services Compensation Scheme website <a href="https://www.fscs.org.uk">www.fscs.org.uk</a>.

If you ask us to, we'll be happy to send you any of our brochures, letters or statements in Braille, large print or audio.