



# Hotel 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.

## **Hotel 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.

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:

- 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 with your business:  • for accidental injury to your customers, visitors,	Motor contingent liability - covers your legal liability when your employees are driving a vehicle not owned by your business in the course of their work  Health and Safety at Work Act legal costs and expenses	The excess shown in your schedule for each property damage claim  The cost of replacing faulty goods or putting faulty workmanship right  Pollution or contamination unless it's caused by a	
people you visit or members of the public	Compensation for court attendance connected to a claim (up to £500 per day for	sudden and unintended incident	
<ul> <li>for accidental damage to property that doesn't belong to you</li> </ul>	partners/directors and £250 for each employee)  Corporate manslaughter up to the indemnity limit		
<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>	Cover for your legal liability for damage to leased, rented or hired premises  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 and children's play equipment up to £2,500	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 such as jewellery and watches	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 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 due to causes insured by the	your property		payments exclusive of VAT

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 customers</li> </ul>
	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> <li>Up to £10 million of cover</li> </ul> Territorial Limits being the	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.	
United Kingdom, the Channel Islands and the Isle of Man unless otherwise specified in the Schedule.			

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

<ul> <li>on you or anyone in your business at any third party locations where you work</li> <li>in vending and games machines</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.  For claims for fraudulent use of credit cards, once you discover the loss, you
Territorial Limits being the United Kingdom, the Channel Islands and the Isle of Man unless otherwise specified in your schedule			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
			ect
Pays legal expenses in	Pays up to £250,000 per claim	Civil claims which DAS decide have a less than 51%	You need to inform DAS of any claims
connection with		chance of succeeding	within 180 days of the date you
your business	Pays for legal costs incurred in connection with:		should've known about the incident you
	Employment disputes and compensation	Expenses incurred before DAS have accepted your	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		settle a claim and mustn't negotiate or
	Property protection	The first £500 of any contract dispute claims for more	agree to any settlement without DAS's
The European Union,	Personal injury	than £5,000	agreement in writing.
the Isle of Man, the	Tax protection		
Channel Islands,		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	

Correspondence Address: Direct Line Insurance, The Wharf, Neville Street, Leeds, LS1 4AZ. Direct Line insurance policies are underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No.1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration number 202810. Calls may be recorded.

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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>	<ul> <li>psychological injury or mental illness unless it follows a specific or sudden accident that's caused physical bodily injury</li> <li>clinical negligence</li> </ul>
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## **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 down	Cover is automatically included as standard for business property you've insured in the Material Damage section  Cover is up to £5 million for a single accident. Within this amount, cover is up to:  • £500,000 for a single accident to computer equipment while it's at the premises shown in the schedule  • £5,000 for a single accident to computer Equipment while in a member country of the EU  • £5,000 for a single accident to portable computer equipment anywhere in the world.  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.	The £200 excess for each claim  Equipment whilst in a private dwelling unless the Equipment is your property owned by the business or for which the business is responsible.  Breakdown caused by wear and tear  Maintenance and servicing of equipment  Equipment you've manufactured for sale  Damage to data, discs or tapes caused by programming errors, computer viruses or introduction of malicious code  Costs you can recover under a maintenance agreement or a warranty or guarantee  20% of any loss for perishable goods where the refrigeration unit is more than 10 years old.	You need to make sure all equipment is adequately maintained  You must back up original data at least once every 7 days  You must take precautions to make sure that all data is stored safely

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

## **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**

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.