# Take Out Gold

Insuring the needs of **Take Aways** 



# Insurance Prospectus

(Including Policy Summary)

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# TAKE-OUT GOLD - TAKE-AWAY INDUSTRY INSURANCE

#### TAILORED BUSINESS INSURANCE PACKAGE

"Take-Out Gold" is a tailored insurance package devised by Morgan Richardson Ltd., insurance brokers established in 1994, specialising in tailored insurance products. "Take-Out Gold" is designed for the needs of the Take-Away Industry.

# **Special Features – Automatically Included**

- All Risks "New for Old" claims settlement.
- · Unforced Theft.
- Subsidence, Landslip or Heave.
- Accidental Damage.
- Automatic 50% Seasonal Increases for Stock and Money.
- Business Interruption/Alternative Domestic Accommodation.
- Failure of Public Utilities Supply to the Premises.
- Denial of Access.
- Employers Liability Limit of Indemnity up to £10,000,000 (£10m).
- Public/Products Liability Limit of Indemnity up to £5,000,000 (£5m).
- 24 hour Legal Advice Helpline.
- 24 hour direct access to Fast Track Claims Helpline every day of the year.
- Monthly Premiums.
- No Claims Discount (subject to previous satisfactory claims record).

## **Insurance Values and Protection Against Inflation**

It is very important that you insure your business at its correct value. You should review and update your cover periodically to ensure it remains adequate. If you underinsure you may receive a reduced payment in the event of a claim.

All Contents (other than Stock and Goods in Trust) should be insured for their replacement value as new (excluding betterment). When assessing your overall sum insured, you should take into account a sum for all Contents, including, but not limited to Stock, Furniture, Fixtures and Fittings, Shop Fronts, Improvements and Decorations, Personal Effects and Plant and Equipment.

Buildings should be insured for the cost of rebuilding, not for their market value. A sum should also be added for Architects' Fees, Debris Removal, the cost of meeting any Local Authority requirements and Loss of Rent, where applicable. It is important that the Sums for all contents and the rebuilding cost of the building is adequate, if you are unsure you should seek the guidance of a professional quantity/buildings surveyor.

The Policy is automatically index-linked where applicable, to protect the value of your insured property against the effects of inflation. This means the amounts insured are adjusted annually to reflect changes in the index tables.

## **POLICY SUMMARY**



### **Important Notice**

This is a summary of the cover provided by the Policy. It does not contain the full Terms & Conditions of the Insurance Contract. Full details of the cover and the relevant Terms, Conditions & Exclusions are contained in the Policy Document, a copy of which will be sent to you on completion of your contract or which you may obtain at any time on request from Morgan Richardson Ltd.

The "Take-Out Gold" Policy is a Morgan Richardson Ltd product arranged with American International Group UK Limited. The Policy is an annual contract of insurance, which may be renewed each year subject to your needs and Insurer's Terms & Conditions.

#### **Important Information**

The Customer Service Section of this Policy Summary gives you important information on the following:

- Your Cancellation Rights
- How to make a Claim
- What to do if you have a Complaint

The Financial Services Compensation Scheme (FSCS)		
Section A – Standard Covers		
SECTION A1 – TRADE CONTENTS	-Trade Contents including stock, fixtures and fittings, tenants improvements, decorations or alterations, business records up to £10,000, computer hardware, personal effects of directors and employees up to £1,000 per person, wines spirits and tobacco up to £7,500, and garden and/or street furniture up to £750 are covered against:  Accidental damage and loss or damage caused by fire, lightning, explosion, aircraft or earthquake, theft or attempted theft (including unforced theft), malicious persons, riot, civil commotion, storm or flood, falling objects, escape of water, impact by vehicles, and subsidence, landslip or heave.	Replacement as new.  Sum Insured as shown in the Schedule.
Additional Covers:  • Guests and Visitors Property	<ul> <li>damage to guests and visitors property within the Premises.</li> </ul>	£1,000 any one guest or visitor.
Hiring Out	<ul> <li>damage to property hired out whilst away from the premises.</li> </ul>	£250 any one event. Excess £50 of every claim.
Exhibitions and outside functions	<ul> <li>damage to property whilst at exhibitions and outside functions.</li> </ul>	up to £1,000 for any one event.
• Temporary Removal	<ul> <li>cover for damage to Trade Contents whilst they are removed temporarily from your premises.</li> </ul>	
• Collections and Deliveries	<ul> <li>damage to Trade Contents whilst in the course of collection or delivery.</li> </ul>	up to £1,500 any one event.
• Debris Removal	<ul> <li>expenses necessarily incurred in removing Trade Contents debris following damage occurring at the premises.</li> </ul>	

Seasonal Increase	- increase in the sums insured for stock during the months of November, December, January, February and for 30 days prior to Easter and for Public holidays.	50%
• Replacement of Locks	<ul> <li>replacement of locks, safe or alarm control keys following theft of keys from the premises or from the home of any director, partner or employee authorised to hold such keys.</li> </ul>	£2,500 for any one event.
• Loss of Metered Water	<ul> <li>for the increase in water charges charged by the water authority following damage to the Trade Contents and/or Buildings.</li> </ul>	£2,500 any one period of insurance.
• Rent	<ul> <li>legal liability as a tenant to pay rent up to 2 years if the Buildings become unusable as a result of damage.</li> </ul>	Limited to 25% of the sum insured for Trade Contents for any one event.
• Trace and Access	<ul> <li>locating the source of damage and making good.</li> </ul>	
• Damage by Emergency Services	<ul> <li>damage to paths and gardens at the premises caused by the emergency services.</li> </ul>	£1,000 for any one event.
• Excess	- the first part of every claim for which you are responsible.	£250
SECTION A2 – BUSINESS INTERRUPTION	if damage occurs to or within your premises preventing you from being able to trade as normal, the policy will compensate you for any loss of income.	£500,000
	Indemnity Period	24 months.
<b>Book Debts</b>	<ul> <li>loss of income as a result of damage to records of amounts owed by customers.</li> </ul>	£25,000
Additional Expenditure	<ul> <li>any reasonable additional expenditure for the provision of alternative domestic accommodation.</li> </ul>	£5,000
Additional Covers	<ul> <li>includes;</li> <li>Failure of Public Utilities (£50,000)</li> <li>Denial of Access</li> <li>Murder and Suicide (£50,000)</li> <li>Defective Sanitation (£50,000)</li> <li>Damage to Third Party Suppliers Premises (£50,000)</li> <li>Loss of Attraction (£25,000)</li> <li>Property in Transit</li> <li>Strikes (£25,000).</li> </ul>	
SECTION A3 – GLASS	<ul> <li>damage to fixed glass, windows and door frames, and the cost of boarding up prior to repair.</li> </ul>	Replacement Value
	- damage to ceramic basins, sinks, lavatory bowls, signs, lettering and canopies.	£2,000
Excess	- the first part of every claim for which you are responsible.	£250



SECTION A4 – EMPLOYERS LIABILITY Excess	<ul> <li>to protect your legal liability in the event of an Employee suffering Bodily Injury arising out of and in the course of their employment. Work experience schemes are included.</li> <li>the first part of every claim for which you are responsible.</li> </ul>	£10,000,000
	,	
SECTION A5 – PUBLIC & PRODUCTS LIABILITY	<ul> <li>to protect your legal liability towards members of the public following Bodily Injury or Damage as a direct result of your business activities, arising from a product sold or supplied by your business, or your ownership of the building.</li> </ul>	£5,000,000
Excess	the first part of every claim for which you are responsible.	£250, except Bodily Injury where there is a nil excess.
SECTION A6 – HEALTH & SAFETY AT WORK ACT 1974	- the policy will pay for legal costs and expenses awarded or incurred in defence of alleged breaches of the Health and Safety at Work Act 1974.	£100,000 any one cause.
Excess	- the first part of every claim for which you are responsible.	Nil
	1 (1 :	
SECTION A7 – MONEY	– loss of business money	
SECTION A7 – MONEY	on the premises during business hours	£5,000
SECTION A7 – MONEY	<ul><li> on the premises during business hours</li><li> in transit or bank night safe</li></ul>	£5,000 £5,000
SECTION A7 – MONEY	<ul><li> on the premises during business hours</li><li> in transit or bank night safe</li><li> in private residence</li></ul>	
SECTION A7 – MONEY	<ul><li> on the premises during business hours</li><li> in transit or bank night safe</li></ul>	£5,000
SECTION A7 – MONEY	<ul> <li>on the premises during business hours</li> <li>in transit or bank night safe</li> <li>in private residence</li> <li>outside business hours contained in a</li> </ul>	£5,000 £500
SECTION A7 – MONEY	<ul> <li>on the premises during business hours</li> <li>in transit or bank night safe</li> <li>in private residence</li> <li>outside business hours contained in a locked safe</li> <li>outside business hours not contained in a</li> </ul>	£5,000 £500 £5,000
SECTION A7 – MONEY  Seasonal Increase	<ul> <li>on the premises during business hours</li> <li>in transit or bank night safe</li> <li>in private residence</li> <li>outside business hours contained in a locked safe</li> <li>outside business hours not contained in a locked safe</li> </ul>	£5,000 £500 £5,000
	<ul> <li>on the premises during business hours</li> <li>in transit or bank night safe</li> <li>in private residence</li> <li>outside business hours contained in a locked safe</li> <li>outside business hours not contained in a locked safe</li> <li>in Vending or Gaming Machines</li> <li>increase in the sums insured for money during the months of November, December, January, and for 30 days prior to Easter and</li> </ul>	£5,000 £500 £5,000 £500 £1,000
Seasonal Increase	<ul> <li>on the premises during business hours</li> <li>in transit or bank night safe</li> <li>in private residence</li> <li>outside business hours contained in a locked safe</li> <li>outside business hours not contained in a locked safe</li> <li>in Vending or Gaming Machines</li> <li>increase in the sums insured for money during the months of November, December, January, and for 30 days prior to Easter and for Public holidays.</li> <li>the first part of every claim for which you are responsible.</li> </ul>	£5,000 £5,000 £5,000 £1,000 50%
Seasonal Increase	<ul> <li>on the premises during business hours</li> <li>in transit or bank night safe</li> <li>in private residence</li> <li>outside business hours contained in a locked safe</li> <li>outside business hours not contained in a locked safe</li> <li>in Vending or Gaming Machines</li> <li>increase in the sums insured for money during the months of November, December, January, and for 30 days prior to Easter and for Public holidays.</li> <li>the first part of every claim for which you</li> </ul>	£5,000 £500 £5,000 £500 £1,000 50%
Seasonal Increase  Excess  SECTION A8 –	<ul> <li>on the premises during business hours</li> <li>in transit or bank night safe</li> <li>in private residence</li> <li>outside business hours contained in a locked safe</li> <li>outside business hours not contained in a locked safe</li> <li>in Vending or Gaming Machines</li> <li>increase in the sums insured for money during the months of November, December, January, and for 30 days prior to Easter and for Public holidays.</li> <li>the first part of every claim for which you are responsible.</li> <li>you are covered if you or an Employee suffers Bodily Injury as a direct result of violent or criminal assault in the course of</li> </ul>	£5,000 £5,000 £5,000 £1,000 50% £250 £15,000 for a permanent disablement or death, or £150 per week up to 104 consecutive weeks for a





Additional Covers :		
• Architects' Fees	<ul> <li>architects', consulting engineers' and surveyors' fees necessarily incurred in the reinstatement following damage to Buildings.</li> </ul>	
• Local Authority Requirements	<ul> <li>the additional cost of reinstatement following damage to Buildings necessary to comply with statutory building regulations or municipal or local authority bye-laws or European Community Legislation.</li> </ul>	
Debris Removal	<ul> <li>expenses necessarily incurred in removing debris, dismantling, or demolishing, and shoring or propping up of Buildings to make safe following damage.</li> </ul>	
• Rent	<ul> <li>loss of rent receivable, including up to 3 years ground rent, if the Buildings become unusable as a result of damage.</li> </ul>	Limited to 20% of the sum insured for Buildings.
• Contracting Purchaser	– if selling the Buildings this insurance will be operative in favour of the buyer.	
• Emergency Services	<ul> <li>damage to paths, gardens, driveways and car park surfaces caused by the attendance of the emergency services.</li> </ul>	
Replacement of Locks	<ul> <li>replacement of locks at the premises following theft of keys from the premises or from the home of any director, partner or employee authorised to hold such keys.</li> </ul>	£2,500 any one event.
• Loss of Metered Water	<ul> <li>increase in metered water charges charged by the water authority following damage to the Buildings and/or Trade Contents.</li> </ul>	£2,500 any one period of insurance.
• Excess	- the first part of every claim for which you are responsible.	£250, other than subsidence where the excess is £1,000.



Section C – (Optional with Section A)			
SECTION C – PERSONAL ACCIDENT	<ul> <li>If you, your partners or employees (i.e. Manager) suffer Accidental Death or Injury, benefits will be paid at a level dependent on the nature of the injury. Cover includes severance or loss of one or both hands or one or both feet.</li> </ul>	Each unit of benefit will pay £5,000 for Death, Permanent Total Disablement, Loss of Limbs or Eyesight and £50 per week for Temporary Total Disablement.	
• Excess	– excluding the first 7 days for temporary disablement.		
Section D – (Standa	rd Cover)		
SECTION D – LEGAL EXPENSES	<ul> <li>the policy will assist you in meeting legal expenses incurred in connection with employment disputes and compensation awards, employment restrictive covenants, legal defence against statutory licence appeals, contract and debt recovery, crisis communication, Tax investigations &amp; VAT disputes.</li> <li>Extra benefits include:         <ul> <li>24 hour legal advice helpline, 365 days of the year – for confidential advice on legal matters in connection with the business.</li> </ul> </li> <li>Araglegal.co.uk – access to a Business legal services website with a wide range of documents from employment contracts and settlement agreements, Health and Safety statements and much more.</li> </ul>	£250,000	
Section E – (Option	Section E – (Optional with Section A)		
SECTION E – DOMESTIC CONTENTS AND PERSONAL POSSESSIONS	<ul> <li>If you live on your business premises, you will be able to insure your Domestic Contents and Personal Possessions as a section of your business policy. The Contents sum insured should represent the full cost of replacing all household goods. Valuables, Personal Effects and Money can also be insured whilst anywhere in the world.</li> </ul>	Replacement as new.  Sum Insured as shown in the Schedule.	
• Excess	– the first part of every claim for which you are responsible.	£50	

## CONDITIONS AND EXCLUSIONS



Please refer to the Conditions and Exclusions in the Policy Wording/Schedule for further details.

#### **General Conditions**

- 1. The Policy and Schedule shall be read together as if they are one document.
- Reasonable Precautions.
- 3. Notification of Changes in Circumstances.
- 4. Cancellation by the Us.
- 5. Cancellation by the You.
- 6. Monthly Instalments.

#### Claims Conditions

- 1. 1.1 Immediate written notice to Insurer.
  - 1.2 Immediate notice to Police.
  - 1.3 Writ and Summons.
  - 1.4 Supply full details of claim, including supporting documentation.
  - 1.5 Minimise the Damage.

#### **General Exclusions**

- 1. Radioactive Contamination.
- 2. War and Similar Risks.
- 3. Sonic Bangs.
- 4. Confiscation.
- 5. Terrorism.
- Pollution.

#### **Special Conditions**

- 1. Flammable Oils.
- 2. Inspection of Plant and Equipment.
- 3. Security.
- 4. Minimum Standards of Security.
- 5. Unoccupied Premises.

- 7. Arbitration.
- 8. Your Death.
- 9. Contract Rights.
- 10. Subrogation.
- 11. Alterations.
- 12. Sanctions.
- 2. Written Consent and Conduct of Claim.
- 3. The Insurer's right to settle a claim.
- The Insurer's Liability.
- 5. Salvage Rights.
- 6. Dual Insurance Rights.
- 7. Mould.
- 8. Asbestos.
- 9. Communicable Disease.
- 10. Cyber.
- 11. Cyber Employers' Liability.
- 12. Cyber Public and/or Products Liability.
  - 6. Frying Equipment.
  - 7. Source of Damage.
  - 8. Flat Roof Maintenance.
- 9. Electrical Inspection.

# **Frying Equipment**

## (Operative in respect of Policy Section A – Trade Contents and Policy Section B – Buildings)

It is a condition precedent to Insurer's liability that

- 1 any frying range together with the connecting flue pipe, (if any), be securely fixed and well clear of and/or protected from contact with woodwork or other combustible materials.
- 2 all cooking equipment used for deep fat frying shall be fitted with a thermostat which will prevent the temperature of fat or oil exceeding 205° Celsius (401° Fahrenheit), and a high temperature non self–resetting limit control to shut off the heat source if the fat or oil exceeds 230° (446° Fahrenheit).
- 3 frying equipment (including but not limited to pans and woks) shall not be left unattended when on a source of heat or when switched on (whether or not in use).
- 4 all cooking equipment used for deep fat frying
  - shall be installed and operated in accordance with the manufacturers' instructions,
  - which is a table top and/or basket fryer shall be serviced by a suitably qualified engineer or replaced at least once every thirty-six months and shall otherwise always be maintained in accordance with manufacturers' instructions.
- 5 any frying range shall be serviced at least once every twelve months by a suitably qualified engineer and otherwise maintained in accordance with manufacturers' instructions.
- 6 all accessible extractions hoods, canopies, sump boxes, filters, traps and grease removal devices to be cleaned at least once every month.
- 7 crackling oily and greasy waste and cloths shall be kept in metal bins with metal lids and removed from the Buildings at the close of each day's business.
- 8 all extraction systems including flues, hoods, canopies, extraction motors, fans and the entire length of any ducting shall be cleaned every twelve months by a professional contractor.
- 9 there shall be kept near the frying range and maintained in efficient working order
  - · a fire blanket, and
  - at least one, type F wet chemical portable fire extinguisher.
- 10 you shall make and retain a record identifying that the cleaning required by clauses 5 and 8 above has been carried out.

## **Flat Roof Maintenance**

#### (Operative in respect of Policy Section A – Trade Contents and Policy Section B – Buildings)

It is a condition precedent to Insurer's liability that

- any flat roof area of the Buildings shall be inspected by a professional roofing contractor not less than once every two years and any recommendations from such inspection are implemented within 14 calendar days from the date such recommendations are received; and
- 2 You make and retain a record of all inspections and any recommendations from such inspections.

# **Electrical Inspection**

## (Operative in respect of Policy Section A – Trade Contents and Policy Section B – Buildings)

It is a condition precedent to Insurer's liability that

- 1 the electrical system of the Premises is inspected every 5 years by an IET18th Edition, or later, qualified electrician or a NICEIC or SELECT accredited electrical contractor;
- 2 any defects identified by the inspection must be rectified within 14 calendar days from the date such recommendations are received; and
- 3 a copy of the report and repair invoices must be retained.

# **PROTECT YOUR BUSINESS Minimum Standards of Security -**

## (Operative in respect of Policy Sections A - Trade Contents, Money A7 and Policy Section B - Buildings)

It is a condition precedent to Insurer's liability in respect of Loss, Destruction or Damage occurring more than 30 days after the inception of the policy that

- (1) final exit doors must be secured as follows;
  - (a) timber doors by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
  - (b) aluminium doors by cylinder mortice lock operating a swinging lock bolt
  - (c) uPVC doors by key operated multi-point locking devices having three or more locking points
  - (d) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom.
- (2) all other external doors and internal doors leading to common areas or other premises must be secured;
  - (a) by the means set out in (1), or
  - (b) by key operated security bolts fitted top and bottom.
- (3) all opening windows or rooflights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently.
- (4) any security measures stipulated or agreed by Insurers in writing.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.



## **CUSTOMER SERVICE SECTION**

#### Your "Right to Cancel"

If, once you have checked your policy, you decide not to proceed with the insurance you may cancel your policy during a period of 14 days either from the day of purchase of the contract or on the day on which you received your policy documentation, whichever is the later. If the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. If the cover has commenced and should you wish to cancel the policy during the 14 day period, you will be entitled to a full refund of the premium paid, except where you have already made a claim under your policy, in which case there will be a deduction for the time you have been covered. After the 14 day period the 'Cancellation Rights' are as set out in the policy. If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium. To cancel your policy, please contact Morgan Richardson Ltd.

#### How To Notify a Claim

To make a claim please telephone the dedicated Claims Helpline which is available 24 hours a day, please have your Policy Number ready when calling; Telephone: **0330 124 1242**.

### Complaints Procedure - What To Do If You Have A Complaint

We aim to ensure that you are totally satisfied with our service. However, there may be occasions when you feel this objective has not been achieved. If you are unhappy because we have not delivered the service you expect, we would like to put things right. We would encourage you, in the first instance, to contact our Customer Services Manager at Morgan Richardson Ltd, Westgate Court, Western Road, Billericay, Essex CM12 9DY or telephone 01277 630666. You will be sent a copy of our Complaint Handling Procedure which contains information on how to take your complaint further, if we cannot resolve your complaint to your satisfaction. You may subsequently be able to refer your Complaint to the Financial Ombudsman Service.

### The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

## "TAKE-OUT GOLD" AT-A-GLANCE

For full details of the Policy Sections, Exclusions and Limits, please read the Policy Wording/Schedule/Policy Summary/Prospectus

Trade Contents (including all stock) Insured for: All Risks

Full Theft including Unforced Entry Accidental Damage; Subsidence

Business Interruption (Insured for: All Risks -

Accidental Damage and Theft including Unforced Entry)

Murder and Suicide

Defective Sanitation

Denial of Access

Subsidence

Accidental Damage

 Loss of Attraction, , Damage to Suppliers' Premises, Strikes at Suppliers Premises, Failure of Public Utilities, Property in Transit.

Glass - Replacement value

 Employers Liability
 - £10,000,000

 Public & Products Liability
 - £5,000,000

 Health & Safety at Work
 - £100,000

Money - See Limits Under Policy Sections
Assault - See Limits Under Policy Sections

 Refrigerated Stock
 - £3,000

 Loss of Licence
 - £150,000

 Computer Breakdown
 - £10,000

 Employee Dishonesty
 - £5,000

**Buildings** - Optional Cover - All Risks including Accidental

Damage and Subsidence.

Personal Accident - Optional £5,000 per unit up to 10 units

Legal Expenses - £250,000

Domestic Contents & Personal Possessions - Optional based on sum insured

Trace and Access - Locating source of Damage and Making Good



## Morgan Richardson Ltd Insurance Brokers

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