# 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**

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#### **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.

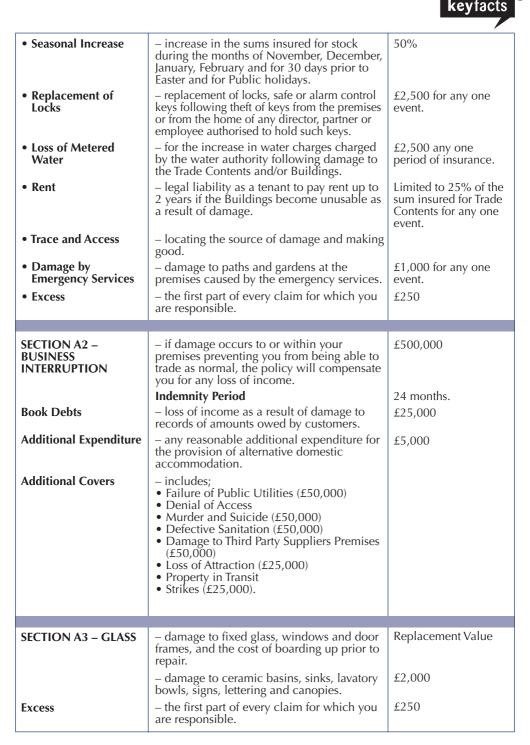
#### **Important Information**

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	<ul> <li>damage to guests and visitors property within the Premises.</li> </ul>	£1,000 any one guest or visitor.
Property • Hiring Out	– damage to property hired out whilst away from the premises.	£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>	
<ul> <li>Collections and Deliveries</li> </ul>	<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>	



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SECTION A4 – EMPLOYERS LIABILITY	<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> </ul>	£10,000,000
Excess	<ul> <li>the first part of every claim for which you are responsible.</li> </ul>	Nil
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
SECTION A7 – MONEY	– loss of business money	
	• on the premises during business hours	£5,000
	• in transit or bank night safe	£5,000
	<ul> <li>in private residence</li> </ul>	£500
	• outside business hours contained in a locked safe	£5,000
	• outside business hours not contained in a locked safe	£500
	• in Vending or Gaming Machines	£1,000
Seasonal Increase	<ul> <li>increase in the sums insured for money during the months of November, December,</li> </ul>	50%
	January, and for 30 days prior to Easter and for Public holidays.	
Excess		£250
Excess SECTION A8 – ASSAULT	for Public holidays. – the first part of every claim for which you	£250 £15,000 for a permanent disablement or death, or £150 per week up to 104 consecutive weeks for a temporary disablement.

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SECTION A9 – REFRIGERATED STOCK	– following damage to refrigerated stock as a result of an accidental failure of fridges, freezers or cold stores at your Premises, you will be reimbursed with the cost of replacing the stock.	£3,000 for any one event.
Excess	– the first part of every claim for which you are responsible.	£250
SECTION A10 – LOSS OF LICENCE	<ul> <li>if you lose your licence to sell excisable liquors at your premises for reasons which are no fault of your own, a sum equal to the loss in value of the business will be paid.</li> </ul>	£150,000
Excess	<ul> <li>the first part of every claim for which you are responsible.</li> </ul>	Nil
SECTION A11 – COMPUTER BREAKDOWN	<ul> <li>breakdown or failure of any part of your computer equipment or computer records arising from either mechanical or electrical defect.</li> </ul>	£10,000
	<ul> <li>Additional Expenditure</li> <li>Incompatibility of Computer Systems and Records</li> </ul>	£10,000 £5,000
Excess	<ul> <li>Additional Expenditure</li> <li>the first part of every claim for which you are responsible.</li> </ul>	£1,000 £250
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SECTION A12 – EMPLOYEE DISHONESTY	<ul> <li>loss of Money or Trade Contents resulting directly from an act of fraud or dishonesty committed by an employee.</li> </ul>	£5,000
Excess	<ul> <li>the first part of every claim for which you are responsible.</li> </ul>	£250
Section B – (Option	al with Section A)	
SECTION B -	- the structure at the premises including	The cost to rebuild.
BUILDINGS	landlords' fixtures and fittings, shop fronts, awnings, external signs and flood lights, outbuildings, boundary and garden walls, fences, gates and posts, and underground cables and pipes from the premises to the public mains are covered against:	Sum Insured as shown in the Schedule.
	Accidental damage and loss or damage caused by fire, lightning, explosion, aircraft or earthquake, theft or attempted theft (including unforced entry), malicious persons, riot, civil commotion, storm or flood, falling objects, escape of water, impact by vehicles, and subsidence, landslip or heave.	

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Additional Covers :		
• Architects' Fees	- architects', consulting engineers' and surveyors' fees necessarily incurred in the reinstatement following damage to Buildings.	
• Local Authority Requirements	- 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.	
• Debris Removal	– expenses necessarily incurred in removing debris, dismantling, or demolishing, and shoring or propping up of Buildings to make safe following damage.	
• 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	<ul> <li>if selling the Buildings this insurance will be operative in favour of the buyer.</li> </ul>	
• 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	– increase in metered water charges charged by the water authority following damage to the Buildings and/or Trade Contents.	£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.



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Section C – (Optior	nal 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	- 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 & VAT disputes.	£250,000
	<b>Extra benefits include:</b> 24 hour legal advice helpline, 365 days of the year – for confidential advice on legal matters in connection with the business.	
	<b>Araglegal.co.uk</b> – 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.	
Section E – (Option	al 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</li> <li>Contents and Personal Possessions as a section of your business policy. The</li> <li>Contents sum insured should represent the full cost of replacing all household goods.</li> <li>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.
- 2. 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.
- 6. Pollution.

#### Special Conditions

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

## **Frying Equipment**

- 7. Arbitration.
- Your Death.
- 9. Contract Rights.
- 10. Subrogation.
- 11. Alterations.
- 12. Sanctions.
- 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.

### (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 frying range together with the connecting flue pipe, (if any), be securely fixed and well clear of 1 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° Čelsius (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).
- all cooking equipment used for deep fat frying 4
  - 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 gualified engineer or replaced at least once every thirty-six months and shall otherwise always be maintained in accordance with manufacturers' instructions.
- any frying range shall be serviced at least once every twelve months by a suitably gualified engineer 5 and otherwise maintained in accordance with manufacturers' instructions.
- all accessible extractions hoods, canopies, sump boxes, filters, traps and grease removal devices to 6 be cleaned at least once every month.
- crackling oily and greasy waste and cloths shall be kept in metal bins with metal lids and removed 7 from the Buildings at the close of each day's business.
- all extraction systems including flues, hoods, canopies, extraction motors, fans and the entire length 8 of any ducting shall be cleaned every twelve months by a professional contractor.
- there shall be kept near the frying range and maintained in efficient working order 9
  - 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

- 1 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.
- 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.

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# **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: **01179 388362**.

### 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

<b>Trade Contents</b> (including all stock) Insured for: <i>A</i> Full Theft including Unforced Entry	All Risks
Accidental Damage; Subsidence	
Business Interruption (Insured for: All Risks - Accidental Damage and Theft including Unforced	d Entry)
<ul> <li>Loss of income -</li> </ul>	- £500,000
<ul> <li>Book Debts -</li> </ul>	- £25,000
Alternative Domestic Accommodation	- £10,000
Murder and Suicide	
Defective Sanitation	
<ul> <li>Denial of Access</li> </ul>	
Subsidence	
<ul> <li>Accidental Damage</li> </ul>	
<ul> <li>Loss of Attraction, , Damage to Suppliers' Pre Premises, Failure of Public Utilities, Property</li> </ul>	
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

### **INSURANCE PROSPECTUS**



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