

## HOTEL & RESTAURANT PACKAGE CERTIFICATE

Policy Wording / Reference:	<b>Property: Faraday – Chapman &amp; Stacey Food Pub Hotel Wording 180322 / B1607CHAPMAN2023 Liability: Faraday – Chapman &amp; Stacey Food Pub Hotel Wording 180322 / B1607CHAPMAN2023 Legal: Essential Business Legal EBLPW.01-21HDI.Digital (S) / BIN.CHA.0921</b>
Policy Number:	<b>CS/ENT/SS9138350</b>
Policy Holder:	<b>Mr Clive Wetton and Mr Zack Highfield t/as Teignmouth Bake House</b>
Correspondence Address:	<b>6 Bitton park Road, Teignmouth, Devon, TQ14 9BU</b>
Insured Address:	<b>3a The Triangle Teignmouth, Devon, TQ14 8AU</b>
Occupation:	<b>Coffee Shop  Eat in and Takeaway serving pasties, sausage rolls, tea coffee and selling gift cider. Baking on site.</b>
Period of Insurance:	<b>24 March 2023 to 23 March 2024 both days inclusive</b>
Renewal Date:	<b>24 March 2024</b>
Insurer:	<b>Property - Faraday  Liability - Faraday  Legal - ARAG plc</b>
Operative Sections:	<b>(‘Not Insured’ is shown on the schedule where there is no cover)</b>
Excess:	<b>As stated in the policy wording and/or conditions</b>
Premium:	<b>£490.65</b>
Terrorism Premium:	<b>£0.00</b>
Insurance Premium Tax	<b>£58.88</b>
Underwriting Fees	<b>£25.00</b>
Total amount due	<b>£574.53</b>

**SUM INSURED SCHEDULE - 3a The Triangle Teignmouth, Devon, TQ14 8AU**

<b>Interested Parties</b>	<b>None</b>
Standard Perils	Insured
Accidental Damage	Insured
Subsidence	Insured
Theft	Insured
Terrorism	Not Insured
<b>Sums Insured Details</b>	<b>Sums Insured</b>
Buildings	£0
Personal Contents	£0
General Contents - including 15% uplift on declared value	£62,100
General Contents	£54,000
Tenants Improvements	£0
Electronic Business Equipment including Computers	£1,000
General Stock	£9,000
Stock of Tobacco	£0
Target / High value Stock (In addition to general stock)	£500
<b>Annual Loss of Rent</b>	<b>£0</b>
Annual Loss of Rent Period	1 Year
<b>Glass Extension</b>	
Glass and Sanitary ware	Replacement
<b>Money</b>	
In premises during business hours, in bank night safe or transit	£4,000
In safe, outside business hours	£2,000
Description of Safe (if applicable)	
<b>Deterioration of Stock</b>	
Frozen Foods or Chilled/Refridgerated Stock	£2,000

## SUM INSURED SCHEDULE - Continued

**Limits of Indemnity**

EMPLOYERS LIABILITY:	any one occurrence	<b>£10,000,000</b>
PUBLIC LIABILITY:	any one occurrence, or series of occurrences arising from one event and unlimited in the aggregate in the Period of Insurance	<b>£5,000,000</b>
PRODUCTS LIABILITY:	any one occurrence and in all in the Period of Insurance	<b>£2,000,000</b>

Employers Liability Premium is: In Full and non refundable  
 Public / Products Liability Premium is: In Full and non refundable

**Legal Expenses**

Any one event:	<b>£100,000</b>
Aspect Enquiries:	<b>£2,000</b>
Employment Disputes Compensation Awards aggregate limit payable during any Period of Insurance:	<b>£1,000,000</b>

Operative Covers:

- Employment
- Employment Compensation Awards
- Employment Restrictive Covenants
- Tax Disputes
- Property
- Legal Defence
- Compliance & Regulation
- Statutory Licence Appeals
- Loss of Earnings
- Personal Injury
- Executive Suite
- Contract & Debt Recovery
- Crisis Communication
- Limit of Indemnity : £100,000

**Personal Accident Insurance** **Not Operative**

**Fidelity Insurance** **Not Operative**

**Personal Injury (Robbery)**

Capital Sums	<b>£10,000</b>
Weekly Benefits	<b>£100</b>

**Loss of Licence**

Loss of Licence (12 months indemnity) **£100,000**

**Business Interruption**

Loss of Gross Profit	<b>£250,000</b>
Indemnity Period	<b>12 months</b>
Outstanding Debit Balances	<b>£5,000</b>

**Stock in Transit**

Limit any one transit **£2,500**

**All Risks Away from the Premises:**

Items: Location: \_\_\_\_\_ Sum Insured: \_\_\_\_\_

Please provide details of any items valued at more than £1,000 (including their values) to be insured away from the premises in the space below:

**Excesses**

3rd Party Property Damage and Bodily Injury Excess	£250.00
Goods in Transit Excess	£250.00
Business Interruption Excess	£250.00
Book Debts Excess	£250.00
Loss of Licence Excess	£250.00
All Risks Away from Premises Excess	£250.00
Fire and Perils Excess	£250.00
Storm and Flood Excess	£250.00
Theft Excess	£250.00
Money Excess	£250.00
Glass Excess	£250.00
Deterioration of Stock Excess	£250.00
Subsidence Excess	£1,000.00
Aspect Enquiries Excess	£250.00

## STATEMENT OF FACT - 3a The Triangle Teignmouth, Devon, TQ14 8AU

### Occupancy Details

Trades		<b>Coffee Shop</b>
Additional Trade Information	Eat in and Takeaway serving pasties, sausage rolls, tea coffee and selling gift cider. Baking on site.	

### The Premises

Are the premises fully occupied solely by the business and not vacant for more than 14 consecutive days at a time?	<b>Yes</b>
Are the premises occupied over night ie. Proposer/Manager living on site or 24hr Security?	<b>No</b>
Are the premises in an area which is free from flooding and at least 250 metres away from the nearest lake, river, canal or tidal waters?	<b>Yes</b>
Does the premises have a basement?	<b>No</b>
Are the premises built entirely of brick, stone or concrete, in a good state of repair, built entirely of non-combustible materials and not of listed construction?	<b>Yes</b>
Is the premises roofed with slates, tiles, concrete or metal, in a good state of repair, less than 40% flat and entirely of non-combustible materials?	<b>Yes</b>
Are the premises Free from and in an area which is free from any signs of subsidence, heave or landslip both now and in the past?	<b>Yes</b>

### The Security

Do you have a mains wired fire alarm?	<b>No</b>
Are all final exit doors fitted with 5 lever mortice deadlocks complying to BS3621?	<b>Yes</b>
Are all accessible windows and all fanlights and skylights are either barred, grilled or fitted with key operated locks?	<b>Yes</b>
Is the the entire frontage protected by shutters or grills?	<b>No</b>
Please state the type of alarm fitted at the premises to be insured, that gives complete protection throughout the premises:	<b>Bells only</b>
Do you have a CCTV system present and monitored by either security guards or an approved alarm central station?	<b>No</b>
How many operatives will be providing treatments?	<b>0</b>
Do you require cover for guest effects (£500 per room)?	<b>No</b>
Is any part of the premises a) subject to any contract with or let to students, any government department, local authority, housing association or other similar organisation, any person who is seeking but has not yet been granted asylum in the UK or, b) let with leases under 6 months?	<b>No</b>

### The Business

Do you or any of your employees engage in the application of heat (other than catering) either on or away from your business premises.	<b>No</b>
Do you or any of your employees handle, transport or work with any of the following: Radioactive substances or devices, explosives, asbestos, silica, toxic or hazardous chemicals, materials giving rise to dust of fumes, lifts, cranes, Hoists, slings, cradles or processes involving a noise level in excess of 85db	<b>No</b>
Do you have a formal written Health and Safety policy?	<b>Yes</b>
Please provide the number of rooms/apartments let to paying customers	<b>0</b>
Do you provide any form of entertainment at the premises such as disco's, dancing or cabaret or use/employ any door staff? Or do you provide special facilities such as conference, swimming pools, jacuzzies, saunas, gymnasium, golf or outdoor pursuit activities?	<b>No</b>
Do you provide play areas for children?	<b>No</b>
Has your license renewal or any transfer ever been opposed to or refused?	<b>No</b>
Do you engage in catering away from the premises?	<b>No</b>
Please confirm the current Food Standards Agency rating for the business	<b>Awaiting Inspection</b>
The named business is registered in the United Kingdom, the Channel Islands or the Isle of Man	<b>Yes</b>
I confirm that I have read and agree that the above statements are true:	<b>Yes</b>

## STATEMENT OF FACT - Continued

### Liability

What is your estimated annual wage-roll ?	£30,000
What is your estimated annual Turnover?	£100,000

### Claims Information

Within the last 5 years, have you or any of your partners or directors in connection with any business which you/they have been involved had any losses whether insured or not or had any claims made against you.	No
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### Additional Information

### Disclosure

This product meets the demands and needs of those Business proprietors who wish to have cover in place to protect their assets and earnings. Your Schedule and Statement of Fact shows the cover you have selected. The choices you have made will depend on your personal circumstances. You should check your Schedule and Statement of Fact carefully to ensure you have the required cover.

This statement does not form part of the terms and conditions of your policy.

This Statement of Fact forms part of your insurance contract. It is a record of answers specifically provided to ourselves, and also of some Your Schedule and Statement of Fact shows the cover you have selected. The choices you have made will depend on your personal circumstances. The information recorded in this document has been material to our assessment of :

1) your eligibility for this policy; 2) the terms and conditions applying to your policy; 3) your insurance premium.

Please check this form immediately. If any of the information is incorrect please call your broker on their usual number - failure to do so could invalidate the policy from inception or result in a claim being repudiated.

You or any of your partners or directors either personally or in connection with any business which you/they have been involved have never :-

a) been declared bankrupt or are the subject of any current bankruptcy proceedings or any voluntary or mandatory insolvency or winding up procedures?	No
b) been disqualified from being a company director?	No
c) had a County Court Judgement or Sheriff Court Decree?	No
d) been convicted of or charged with (but not yet tried) a criminal offence other than a motoring offence or a spent conviction in accordance with the 'Rehabilitation of Offenders Act 1974'?	No
e) been prosecuted or have prosecutions pending under the Health and Safety at Work Act or any other statute or regulation?	No
f) had any insurance proposal declined, renewal refused, had any special or increased terms applied, had insurance cancelled mid-term by Underwriters, had a policy declared void or claim repudiated?	No

As far as it is known, there are no circumstances which have resulted or could result in a dispute which might lead to a claim under the legal expenses insurance. Such circumstances cannot be accepted as a claim under this insurance.

## Endorsements - 3a The Triangle Teignmouth, Devon, TQ14 8AU

### 172: Unoccupied Property (Security and Inspection Clause)

This clause applies to the Property Damage Insurance section of the Policy It is a condition precedent to the liability of the Company that in respect of any Building that is empty disused unoccupied unfurnished untenanted or no longer in active use

- (A) gas water and electricity services and any fuel supplies be kept shut off at the switch or stopcock where such services and supplies enter the Building
- (B) all water and heating systems be kept drained
- (C) the Building be kept secured by
  - (i) the use of mortice deadlocks conforming to British Standards 3621 or close-shackle padlocks with matching locking bar on all external doors or shutters
  - (ii) the use of window locks or where window locks are not fitted the windows must be locked by other means
  - (iii) repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood reasonably braced and secured against forced entry
  - (iv) sealing all letterboxes or fitting a stout steel cage internally
- (D) the Building and external areas immediately surrounding the Building be kept free of all unfixated combustible materials
- (E) any additional requirements put forward by the Company are satisfied by the Insured or their agents within the timescale specified
- (F) the Building be inspected internally and externally by the Insured or their nominees at least to check that the requirements of this warranty are in place In the event of a breach of requirements (A) to (F) the Insured or their nominees shall immediately
  - (i) arrange to carry out the necessary work to satisfy the aforesaid requirements
  - (ii) notify the Company of such a breach except as may otherwise be agreed in writing by the Company Empty Disused or Unoccupied shall mean any Building that is unfurnished untenanted or no longer in active use

### 702: Frying and Cooking Equipment Condition 1 - Replacing the Fat Frying Condition detailed in the policy

It is a condition precedent to liability under all sections of this policy that: -

- a) All cooking equipment used for deep fat frying shall be fitted with a thermostat to prevent fat or oil exceeding 205 degrees centigrade and a high temperature non self-resetting limit control to shut off the heat source if fat or oil exceeds 230 degrees centigrade;
- b) All frying and other cooking ranges, equipment, flues and exhaust ducting will be kept securely fixed and free from contact with combustible materials;
- c) All extraction hoods, canopies, filters and grease traps will be cleaned at least every 2 weeks
- d) All extraction ducts will be cleaned regularly and maintained and checked at least once annually by a specialist contractor
- e) The record of such cleaning and servicing of the extraction ducts will be kept elsewhere other than at the premises and will be made available for inspection at any time
- f) Frying equipment will be installed, used and maintained in accordance with the manufacturer's instructions
- g) Multi purpose fire extinguishers and at least one fire retardant blanket which conforms to the relevant British Standard suitable for extinguishing oil and fat fires will be kept in close proximity to the working area of the range and maintained ready for use
- h) Frying ranges will not be left unattended whilst in use
- i) All naked flames (other than pilot lights) and all electrical elements will be turned off at the close of the working day
- j) Where ducts pass through any combustible material, it should be cut away for a distance of at least 150mm from the duct and the space filled with non-combustible insulation.

### 703: Unoccupancy Condition - Replacing the Unoccupancy Condition detailed in the policy wording

It is a condition precedent to our liability under all policy sections that in respect of buildings or parts thereof which are or become unoccupied:

You will notify us immediately you become aware

- a) That a Building is empty; and
- b) Of any damage to the unoccupied Building even if such damage is not insured
- c) The buildings will be kept secure against illegal entry and all protective and locking devices and any alarm protection will be kept in effective operation with letterboxes sealed to prevent accumulation of mail.
- d) The buildings will be inspected internally weekly and any damage repaired immediately; A full record is to be kept & made available to insurers upon request.
- e) All services will be kept switched off at the mains (except electricity needed to maintain any fire or intruder alarm system).
- f) The water installation will be properly drained.
- g) All combustible contents, trade refuse and waste materials will be removed from the interior of the buildings and no accumulation of refuse and waste will be allowed in the adjoining yards or spaces owned by the insured.

h) You will give us prior notice before commencing any renovation of the buildings and renovations will not be commenced without our prior agreement in writing.

i) You will implement any additional protections we may require within the time scales specified.

**710: Food Safety and Hygiene Condition**

It is a condition precedent to liability under this Policy that the Insured complies with the following:

- a) erect suitable signs to warn patrons of hot plates and surfaces
- b) ensure that a monitoring system is in place to check the shelf life and quality of foods
- c) include in food menus clear warnings regarding ingredients likely to cause allergic reactions.

**712: Food Standards Agency condition**

It is a condition precedent to indemnity under all sections of this policy that the insured business be appropriately registered with the local government agency responsible for enforcement of food hygiene laws . It is a further condition that the business must notify insurers immediately in the event the business is given a grade or score of lower than 3 stars , 'adequate' 'pass' ( or the equivalent grade as per the local authorities marking system.)

**761: Chimney Clause**

It is a condition precedent to liability under this policy that:-

- 1. All chimneys and/or flues to solid fuel stoves, boilers and open fires are kept in a good state of repair and they must be professionally cleaned prior to first lighting of the autumn and not more than 12 months since the last time they were professionally cleaned, whichever is the sooner. Thereafter you must have them cleaned at not more than 12 monthly intervals.
- 2. You must keep in your possession the original dated receipts for all cleaning operations (including any cleaning operation prior to the inception of this insurance) for a period of 18 months. You will have to produce them for our inspection if we ask for them.
- 3. For the purposes of this insurance "professionally" shall refer to an individual or company who are members of a recognised professional trade body.

**786: Electrical Exclusion**

It is noted & agreed that loss or damage caused by electrical malfunction or derangement emanating directly from the electrical system installed in the premises hereby insured including the mains box , fuse box and other additional electrical circuits installed shall not be covered .

**925: Further Statement of fact disclosure - precedent to risk acceptance**

You have confirmed the following which is condition precedent to the insurers acceptance of this risk

Commences trading 24th March  
IEE cert out of date ( note this policy excludes electrical ignition as per conditions pending inspection )  
There is a current valid wiring inspection  
Registered with the FSA 1st March

**L094: Live Entertainment and Disco Exclusion**

We shall have no liability under this Policy to provide any indemnity or benefit for any legal liability, directly or indirectly resulting from or in consequence of the provision of discos and/or live entertainment of any nature.

**L097: Manual Work Away Exclusion (other than Collection & Delivery)**

We will not indemnify You in respect of any claims arising in connection with any manual work away from Your premises by You or Your Employees other than for collection and delivery only.

**L114: Personal Protective Equipment Condition**

It is a condition precedent to Our liability that the use or wearing of Personal Protective Equipment by any Employee is rigorously enforced and that Personal Protective Equipment is supplied to the Employee and that a formal record is maintained confirming receipt of such equipment.

**P001: Composite Panel Condition**

It is a condition precedent to Our liability that in respect of all Buildings which have composite panels

- (a) any damaged composite panels must be replaced or repaired without delay
- (b) items such as battery chargers must not be suspended from composite panels
- (c) a hot work permit system must be in operation
- (d) all ductwork passing through composite panels must be sleeved in non combustible material



(e) all wiring passing through composite panels must be encased in metal conduit and sealed with rubber grommets

**P006: Flat Roof Condition**

It is a condition precedent to Our liability that any flat felted roof portion of the Premises shall be inspected at intervals not exceeding twelve months by a qualified builder or property surveyor and any defects brought to light by that inspection shall be repaired immediately. You must keep a copy of the invoice showing that the work has been undertaken.

**P012: Outside Waste and Storage Condition**

It is a condition precedent to Our liability that all combustible items are stored at least 5 metres away from the Premises at all times.

**P014: Portable Heater Exclusion**

It is a condition precedent to Our liability that no paraffin or portable electric or gas heaters or containers are used or stored on the Premises unless specifically agreed by Us prior to such use or storage.

**P017: Stillage Condition**

It is a condition precedent to Our liability that all Stock in Trade in basements or at ground floor level is stored on racks, pallets or stillages at least 10cm above floor level at all times.

**P024: Waste Condition (Daily)**

It is a condition precedent to Our liability that all combustible trade waste and refuse is removed from the Buildings every night.