

Your **Insurance**

PUNCH
PUBS & CO

PUNCH INSURANCE

FOREWORD

Punch insures all of its buildings under one policy. The policy has the benefit of being an ‘all-risks’ cover that provides you the reassurance that if the worst should happen, we give you the security the building is covered. The entire insurance team will work with you to ensure if your building is affected, your business is back up and running as soon as possible

Please read this booklet to make sure you know what the insurance covers and what your insurance responsibilities are.

The team at Punch understand that costs impact your profitability; this is why Punch continues to offer our Price Match Promise. If you can obtain a comparable like for like policy for less than you are currently charged, then Punch will be happy to match that price.

SUMMARY OF INSURANCE LIMITS

Insurance cover relates only to the extent of Punch responsibility. You are responsible for all other insurances. (See page 5 & 6)
The following extensions of cover are a sample of those provided under our block insurance arrangements. Policy protection is provided in accordance with the specific policy terms, conditions and exceptions.

Section of Cover	Limit of Cover
Full Theft Cover	Included
Damage to property in the open	Included
Landscaping Costs	£25,000
Capital Additions (addition or extension that is made and notified to Punch)	£5,000,000
Alternative Accommodation	33 & 1/3% of Individual Buildings Sum Insured
Fire Extinguishing Expenses	£50,000
Drain Clearance	Included
Grounds of the Premises damaged by Emergency Services following a damaged caused by a peril under a valid claim	£50,000
Loss of Metered Water	£50,000
Replacement Locks	£5,000
Trace and Access	£100,000
Rent Receivable	24 months MIP
Full Terrorism Cover (Zones A & B)	Included
Failure of Utilities	£1,000,000 and £2,000,000 in the Aggregate with a 3 month Indemnity period
Inadvertent Omissions	£5,000,000
Prevention of Access - Non Damage	£250,000 and £500,000 in the Aggregate with a 3 month Indemnity period
Employers liability - Vine Acquisitions Ltd & Subsidiary Companies including Punch Taverns Ltd (Excluding Tenancy at Wills)	£10,000,000 any one occurrence but limited to £5,000,000 any one occurrence in respect of Asbestos
*Public Liability - Vine Acquisitions Ltd & Subsidiary Companies including Punch Taverns Ltd (covering its legal liability arising from third party bodily injury/third party property damage)	£10,000,000 any one occurrence

INSURANCE CLAIMS

How to make an insurance claim

To make a claim call the Claims hotline number: **01204 869 812** or email TPASolutions@questgates.co.uk

Incident managers will log all the details, make all necessary arrangements and keep you in the loop with the claim progress.

Lines are open 24 hours a day, 365 days a year.

Every claim will be assessed by an independent loss adjustor who will project manage your claim and work with you to ensure the incident is resolved swiftly. Please note that each and every claim occurrence will be subject to an excess of £1,000.

Complaints

If you have a complaint about a claim, or are concerned with any of the individuals involved in resolving your claim, please log your complaint with us by emailing: legal@punchpubs.com detailing the nature of your claim complaint. The Legal & Compliance team will work with you to help you resolve any issues, investigate and report on any findings.

YOUR RESPONSIBILITY

Whilst the building is protected, there are still many areas that you should ensure are subject of insurance protection should the worst happen. Listed below are a few suggestions when contacting any insurance provider.

You are responsible for all additional insurances such as;

- **Public Liability (when not provided by Punch)***
 - This protects your business for your legal liability in tort arising from third party bodily injury/third party property damage e.g. someone is injured due to your negligence or a roof tile damages a guest's car. Don't assume you will be safe without Public Liability insurance, small cases such as a guest tripping over a loose floor tile/board, could cost you thousands if uninsured. Even if you are not held legally liable a Public Liability policy will provide legal defence costs which themselves can be very costly.
- **Employers Liability**
 - The Employers' Liability (Compulsory Insurance) Act 1969 ensures that you have at least a minimum level of insurance cover against any such claims. Employers' liability insurance will enable you to meet the cost of compensation for your employees' injuries or illness whether they are caused on or off site. For any avoidance of doubt, Tenants at Will must provide their own Employers Liability insurance.
- **Business Interruption (to include increased cost of working)**
 - This covers your loss of insurable gross profit of the business if you suffer a loss following material damage to the premises e.g. a fire. It is important to ensure that any cover arranged includes a suitable indemnity period to allow for the possible period of disruption.

Additional Increased Costs of Working should also be included. To protect your business insurers will provide insurance protection to cover against reasonable increased costs that you incur to protect your business. These short term costs may be uneconomic in that they be may higher than the income you lose but are necessary to protect the business. An example could be expediting expenses to recruit contractors to urgently remedy a problem at the premises.

YOUR RESPONSIBILITY

CONTINUED

- **All plate glass, decorative and etched glass**
 - Covers the glass which is attached to and forms part of a building.
- **Decorations in your personal accommodations**
 - Includes the decorations costs such as paints, wallpaper, carpet or tiles.
- **Personal Contents**
 - Includes your household possessions e.g. clothes, electronics such as phones or appliances.
- **Publican Stock**
 - Stock owned by Publican.
- **Publican Fixture and Fittings**
 - Fixtures and Fittings owned by Publican.
- **Cash**
 - Covers the business from money being damaged, lost or stolen.

Employers liability is a legal requirement, failure to have cover in place could result in you being fined up to £2,500 for any day which you are without suitable insurance.

Failure to display or refusal to make your employers liability certificate available to HSE inspectors when requested could see you fined up to £1,000

A brief guide on EL as detailed in the EMPLOYERS LIABILITY (COMPULSORY INSURANCE) ACT 1969 can be found on the Punch Buying Club.

*Punch provides any Tenant at Will or where the agreement specifies cover for Public Liability only. This cover is held under a separate policy. This cover provided is expressly for Tenant at Will agreements, should you move to any other agreement you will be responsible to seek and provide your own Public Liability insurance.

PRICE MATCH PROMISE

Price Match Promise

We promise to provide insurance at market-competitive rates. If you feel you can get a better price for your insurance protection, we allow you to source a suitable and comparable level of cover for a lower price and we will match the price.

Qualifying criteria

- We will only accept suitable and comparable price matches which have been received from our Publicans directly.
- We will accept price match quotes for 8 weeks following the renewal date of 30th September, or 8 weeks from start date of agreement for new publicans.
- We do not correspond or liaise with Insurance Brokers or any other third party.
- Any new or existing publicans who wish to take advantage of this opportunity should email the Legal & Compliance Team on: legal@punchpubs.com or call the Contact Centre on **01283 502 222** to obtain details of the pub reinstatement value and claims and comparable price match criteria.

For a price match you must provide:

- A 'contract certain' quote provided by an insurer with a Standard & Poor's minimum rating of A- (stable). Your insurer/broker will be familiar with this terminology.
- The proposed insurance policy wording, detailing their name and address, plus all extensions and exclusions.
- Both the quote and policy must be submitted on insurers letter headed paper with a declaration that all material facts have been disclosed. Material facts include information that would influence a prudent insurer's underwriting of the risk e.g. its construction such as having a thatched roof, is the property listed, is the property vacant, what claims have occurred etc. (see Principal Insurance Conditions on page 9).

If the quote is suitable and comparable to the level of cover provided, we will reduce the cost of your premium to match the quotation and reimburse you for the difference paid within that insurance year.

This is a price match activity. *DO NOT* arrange, accept and pay for alternative buildings insurance cover. All pubs are automatically insured under our block insurance policy, as we must ensure the asset has effective cover and is protected at all times. If you enter into any agreement to insure a Punch pub independently, we will not cancel the cover provided or be responsible for any costs you incur in entering into an independent building insurance policy.

EXCLUSIONS

The below is a selection of some of the policy exclusions, for a full detailed list please email: legal@punchpubs.com

- **The excess, the first £1,000 of each and every occurrence.**

Damage caused by or consisting of:

- Inherent vice, latent defect, gradual deterioration, wear and tear, frost, changes in water table level, faulty design or materials including faulty workmanship. Corrosion, rust, wet or dry rot.
- The operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturer's instructions or specification.
- Joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith.
- Damage caused by the escape of water from any tank, apparatus or pipe, by malicious persons not acting on behalf of or in connection with any political organisation, in respect of any building which is empty or not in use.
- Damage by fire resulting from it undergoing any heat process involving the application of heat.
- Mechanical, electrical breakdown or overloading in respect of the particular machine apparatus or equipment in which such breakdown originates. But this shall not exclude such damage resulting from a cause not otherwise excluded which itself results from a defined peril or from any other accidental damage or subsequent damage which itself results from a cause not otherwise excluded.
- Damage in respect of jewellery, precious stones, precious metal, bullion, furs, curiosities, works of art or rare books, fixed glass, glass (other than fixed) china, earthenware, marble, statuary or other fragile or brittle objects, money, cheques, stamps, bonds, credit and debit securities of any description.
- Pollution or contamination but this shall not exclude destruction of or damage to the property insured caused by pollution or contamination which itself results from a Defined Peril. A Defined Peril which itself results from pollution or contamination, unless resulting from an excluded cause or otherwise excluded under this policy.
- Acts of fraud or dishonesty on the part of Punch or any partner, director or employee of Punch, members of their families or any other person to whom the property has been entrusted.
- Radioactive contamination.
- War, terrorism (exc. Zones A and B) and similar risks.

PRINCIPAL INSURANCE CONDITIONS

Preventing Loss

You must take all reasonable care to prevent loss, injury, liability, damage or accidents and to maintain all property covered under this policy, where your lease/tenancy agreement states you are responsible to do so.

Fraud

You must be honest and truthful in your dealings with us at all times. If you or any other person acting on your behalf attempts to mislead us or knowingly make a false claim, we have the right to refuse the claim. We may recover any losses incurred, including the cost of investigating the claim.

Changes that may affect cover

You must tell us as soon as possible if there are any changes that may affect the level of cover such as:

- Any property extensions/alterations which have been funded without assistance from Punch.
- If you sub-let areas of the business out to others.
- If the property is going to be vacant without reasonable cover arranged.

Reporting a Claim

When you find out about a claim or possible claim, where you believe it falls to Punch to cover under this policy you must contact the claims hotline number as soon as reasonably possible. If you do not do so, we may be unable to deal with your claim or be unable to provide the full cover for the claim.

Property Claims

For any loss or damage claim you must do the following:

- Contact the claims hotline.
- Where reasonable and practical take all steps to reduce the damaged caused. If any contractors are used, ensure full VAT invoices are recovered.
- Give our appointed specialists access and allow inspection of the damaged area/property.
- Immediately tell the Police about any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion.

Liability Claims (where appropriate)

For any liability claims received where Punch is responsible, we will defend or settle the claim. We are under no responsibility to feedback the outcome of any claims received against Punch.

Should we receive a letter of claim where we are not responsible for the liability, we will investigate and provide the claimant written details of who is responsible, detailing agreement, name and contact information. We are under no obligation to inform you when such claims are received and repudiated. Due to the legislation in place never ignore a letter from solicitors or potential claimant regarding an accident on or in your business. Should you have concerns please contact the Legal & Compliance team for assistance.

FURTHER DETAILS

Capital Additions

The insurance extends to include alterations, additions and improvements to the property insured (but no appreciation in value thereof)

Provided that

- At any one premises (building) the cover shall not exceed in total for any loss £5,000,000, for both Material Damage and Business Interruption.
- Punch Taverns informs the insurer.

Alternative Accommodation

The insurance cover extends to include the reasonable cost of providing alternative accommodation for the lessees of Punch (including kennelling costs for pets) if the buildings are made uninhabitable as a result of damage. Cover only extends 36 months and not exceeding in 33 1/3% of the Buildings Sum Insured any one claim.

In the event of such a requirement, the Legal & Compliance Team will work with you in finding reasonable accommodation.

No Cover for Fixed Glass

Fixed glass is classed as exclusion under the policy, no cover is provided. The agreement may determine the lessee responsible when this forms part of a claim for other damages.

Fire Fighting Expenses

Punch does not advocate you deal with, or attempt to deal with any fires on the premises UNLESS specific training has been undertaken and completed AND you feel competent to do so. We prefer you to follow your Emergency Action Plan in the event of a fire, ensure all individuals leave the premises safely and contact the Emergency services.

The insurer will reimburse Punch for the cost of replacing or replenishing extinguishment materials including sprinkler heads (where these are their responsibility) following accidental damage and Fire Brigade charges and other extinguishing expenses for which Punch may be assessed for an amount not exceeding £50,000 any one loss.

Property in the open

Damage caused by wind, rain, hail, sleet, snow, flood or dust to moveable property in the open.

DEFINITIONS

Building

The buildings of the Premises including outbuildings, landlord's fixtures and fittings, foundations, walls, gates, and fences around and pertaining to the Premises, piping, ducting, cables, wires, and associated control gear, and accessories on the Premises extending to the public mains but only to the extent of the Insured's responsibility, yards, car parks, roads, and pavements which partly or wholly serve to supply the Premises.

Business

Property Owners, Landlords, Licensed Retailers and Operators of Public Houses, Hotels, Licensed Property and accommodation through tenancy and lease agreements with independent entrepreneur publicans and management agreements. Wholesale suppliers of beer to tenants, lessees and management companies.

Premises

Premises refers to the building to which the Publican is responsible for as defined under the lease/tenancy agreement.

All Risks

Includes physical, accidental loss of or damage to the building or out buildings from the defined perils.

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, labour disturbances, malicious persons, earthquakes, storm, flood, escape of water from any tank apparatus or pipe or impact by any vehicle or animal, subsidence or ground heave.

Accidental Damage/Damage

Sudden and unintentional physical damage that occurs unexpectedly.

Insurer

Material Damage/Business Interruption – Liberty Mutual Insurance Europe SE

Arch Insurance – Dual Corporate Risks

Insurer Security

Insurance companies have to have a minimum rating of A-(stable) with Standard & Poor's .

Insured

Punch Pubs and Co Group Limited and Subsidiary companies including Punch Taverns Ltd.

Annual Renewal date and Policy Term

30th September 2023 to the 29th September 2024 (both days inclusive).

Policy Number

Material Damage/Business Interruption - 1000497120-01

DEFINITIONS

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Excess

The amount you must pay towards any claim.

We, us, our

Vine Acquisitions Ltd and Subsidiary companies.

Publican

The person responsible for paying the building insurance charge where defined under the lease/tenancy agreement.

You, Your

Publican named at the Premises and any of the following who live/work with them responsible for carrying out a pub business.

Employers Liability “EL”

Liability cover if an employee or former employee is injured or becomes ill as a result of their work while under your employment.

Public Liability “PL”

Liability cover to protect members of the public, or other businesses that interact with your business – from received deliveries to customers visiting your business and/or staying on the premises for any period of time.

Reinstatement Value

Reinstatement refers not to the market value of the property, but what it would cost to rebuild using like materials and methods of construction.

Business Interruption

Covers the loss of income that a business suffers after a claim while its facility is either closed because of the claim or in the process of being rebuilt after it.

Additional Increased Cost of Working

Reasonable additional expenditure incurred in order to minimise interruption to the business.

Punch

Punch Taverns Ltd and Subsidiary companies

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Punch Pubs & Co
Jubilee House
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Burton on Trent
DE14 2WF

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