

# Restaurant & Pubs Policy

## Insurance Product Information Document

Company: Argus Insurance Company (Europe) Limited

Product: Restaurant & Pubs Policy

This policy is issued by the Malta Branch of Argus Insurance Company (Europe) Limited No. OC 1216, registered in Malta and licensed by the Malta Financial Services Authority (MFSA) to act as a third country branch of Argus Insurance Company (Europe) Limited, registered in Gibraltar No. 01862, licensed by the Gibraltar Financial Services Commission.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions, and is not personalised to your specific needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

### What is this type of Insurance?

This is a commercial property insurance policy for commercial premises in the restaurant and pub trades. Cover is provided for contents belonging to the Insured or for which they are responsible in the Premises including landlord's fixtures and fittings and interior decorations for which they are responsible. Cover will only be provided for the sections you select.



#### What is insured?

The sections of cover available are shown below. For full details please refer to your policy documents to see which cover you have chosen and the limits applied.

##### Standard Cover

###### Contents:

- ✓ The cost of repairing or replacing contents /stock within your premises as a result of loss or damage.

###### Business Interruption:

- ✓ Loss of gross profit and cover for increased cost of working if the business carried out at the premises is interrupted or interfered as a direct result of damage.

###### Liabilities

- ✓ **Employer's liability:** Cover against legal liability to pay compensation and claimants costs and expenses in respect of injury to employees in connection with your business.
- ✓ **Public and product liability:** Cover against legal liability to pay compensation and claimants costs and expenses in respect of accidental injury, loss of or damage to material property, nuisance, trespass or interference.

###### Money & personal assault

- ✓ Loss or damage to money in connection with the business.
- ✓ Compensation if any insured Person acting in connection with the Business shall sustain an Accident as a direct result of theft or attempted theft.

###### Goods in transit

- ✓ Damage to goods in connection to the business whilst in transit in Malta .

###### Food spoilage

- ✓ against Damage occurring by deterioration or putrefaction.



#### What is not insured?

This is only a summary of what is not covered. For full details, please see the document of Insurance.

- ✗ Consequential loss of any kind.
- ✗ Damage in respect of any building which is unoccupied.
- ✗ Loss, destruction or damage caused by or resulting from pollution or contamination.
- ✗ Any loss or damage consisting of or caused directly or indirectly, in whole or in part, by any 'fungi' or 'spores'.
- ✗ Liability from asbestos.
- ✗ Any liability in respect of fines, penalties or liquidated damages.
- ✗ Damage, injury or liability arising out of any occurrence outside Malta, except where stated to the contrary.
- ✗ Acts of terrorism.
- ✗ Damage by computer virus or similar mechanism of hacking.
- ✗ Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- ✗ Radioactive contamination, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from.
- ✗ Damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- ✗ Loss, destruction or damage caused by or resulting from pollution or contamination.
- ✗ Damage attributable solely to changes in the water table level
- ✗ Any cyber loss regardless of the cause or event, including loss as a result of alteration or damage to computer systems, loss of use, reduction in functionality, repair or restoration of data.
- ✗ All actual or alleged loss caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease

#### Are there Any restrictions on cover?

- ✗ You will have to pay the first part of most claims (the excess). Refer to Schedule for details.
- ✗ We will not pay more than the sum insured or limits shown in your schedule and policy.

## Business machinery & electronic equipment

- ✓ Cover for damage to property as described in your schedule.

## Supplementary Cover

### Buildings

- ✓ The costs of repairing, replacing or rebuilding your property up to the agreed sum insured.

### All risk

- ✓ The cost, repair or reinstatement of property damaged or lost as described in the schedule.

## Limits which apply.

**This is only a summary. Please refer to the document of Insurance and your schedule for all limits which apply to your policy.**

- ✗ Contents (€250)
- ✗ Damage by theft or hold-up (€2,400)
- ✗ Locks and keys (€2,500)
- ✗ Trace and access (€2,500)
- ✗ Metered water (€5,000)
- ✗ External blinds, awnings, canopies and signs (€1,500)
- ✗ Alterations & Additions, no more than 15% of the total sum insured or up to €50,000, whichever is less.



## Where am I covered?

- ✓ Your premises at each address shown on your schedule or anywhere else in the Maltese Islands for contents temporarily removed or in transit to/from your premises



## What are your obligations?

- You must ensure all policy conditions are adhered to.
- Advise us of changes that may arise throughout the period of cover.
- You must tell us about any accident, injury, loss or damage immediately and in line with the policy conditions – so we can tell you what to do next and help resolve any claim.
- When making a claim, you must give us all the information we need to achieve a settlement or pursue a recovery by completing a claims form and any other required documentation as soon as reasonably possible.
- Report any loss, theft or attempted theft of malicious damage to the police as soon as possible.

## It is your responsibility to

- Take reasonable care to make sure all information provided by you or on your behalf is honest and accurate.
- Tell us if any of your information is wrong or changes (e.g. a change of address, having building works, or if the property becomes unoccupied).
- Pay the premium when required.
- Tell us about any incidents connected to this insurance as soon as possible whether or not related to a claim.
- Do all you can mitigate any costs, damage, injury or loss.
- Report any loss, theft or attempted theft of malicious damage to the police as soon as possible.
- Check your policy documentation when you receive it to make sure you have the cover you need and expect.

*Your policy may not be valid if we do not have the correct information.*



## How and when to pay?

You can pay your premium as a one-off payment. Payment can be made by bank transfer, cash, or debit/credit card.



## When does the cover start and end?

- Cover can start once you have accepted our terms and agreed to pay the premium. It will last for 12 months from your policy start or renewal date, unless it is cancelled by you or us before it ends. (We can accommodate less than a year if necessary).
- You can find your policy start and end date on your policy schedule.



## How do I cancel the contract?

- You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is later.
- If you want to cancel, and your insurance cover has not yet started, you'll be entitled to a full refund of the premium paid.
- Or if your insurance cover has already started, you'll be entitled to a refund of the premium paid, with a deduction for the time for which you've been covered.
- After any statutory cooling-off period you continue to have the right to cancel the policy and you will be entitled to a return of the premium on a pro-rata basis, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

This policy is underwritten by:

**Argus Insurance Company (Europe) Limited**

**Unit G.04 West One, Europort Road, Gibraltar**

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Argus Insurance Agencies Limited bearing Company number C597 is enrolled to act as Insurance agent of Argus Insurance Company (Europe) Limited and is regulated by the Malta Financial Services Authority.