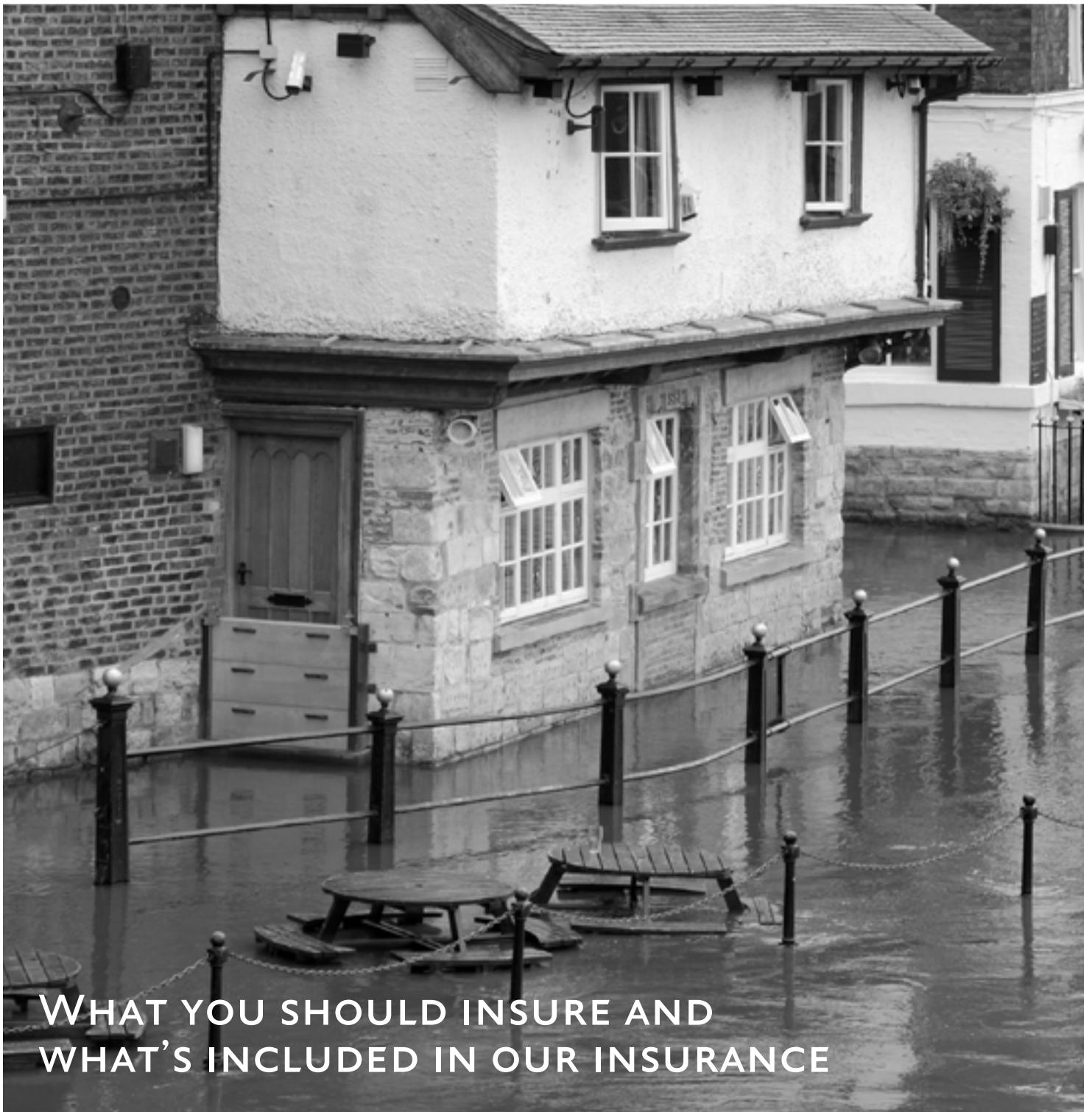




GREENE KING
PUB PARTNERS

GUIDE TO INSURANCE



**WHAT YOU SHOULD INSURE AND
WHAT'S INCLUDED IN OUR INSURANCE**

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USING THIS DOCUMENT

We use the word Licensee to refer to both a Tenant and a Lessee.
Where we use the words Greene King, this also applies to Belhaven Licensees.

1: GENERAL RESPONSIBILITIES

1.1: INTRODUCTION

It is very important that your pub business is insured correctly. This guide will explain to you what Greene King's insurance covers as well as your responsibilities under the terms of your Agreement with us. We also outline the claims process should you need to claim on our policy.

1.2: THE TYPES OF INSURANCE

There are 4 types of insurance required for your pub:

- Property Damage – covering buildings & contents.
- Loss of Income (or Business Interruption).
- Employers' Liability.
- Public and Products Liability.

1.3: THE GENERAL PRINCIPLES

Risks that apply to Greene King's property or Greene King's income are insured by Greene King. See the summary

information on the next page for more information on what's covered. Risks that apply to your property, your income or operational liability must be insured by you.

1.4: PUBLIC SAFETY

Health and Safety is always your responsibility. You should notify Greene King of any incidents or any repairs that we are required to make under the terms of your Agreement with Greene King and in the meantime take steps to minimise risk by using hazard tape, warning cones, signs etc.

1.5: SUMMARY OF WHO IS RESPONSIBLE FOR INSURANCE

TYPE OF INSURANCE	WHAT'S INSURED	GREENE KING	LICENSEE
Property Damage	The buildings Greene King's fixtures and fittings Licensee's fixtures and fittings Licensee's stock Licensee's contents, decorations and improvements	✓ ✓	✓ ✓ ✓
Loss of Income (or Business Interruption)	Rent payable to Greene King Greene King's loss of barrellage and income Greene King's loss of machine income Licensee's loss of all income streams	✓ ✓ ✓	✓
Employers' Liability	Bodily injury to employees for a limit of at least £10m		✓
Public and Products Liability	Injury to members of public or damage to their property for which the Licensee is legally liable. This may arise whilst on the premises including car park areas or through provision of food. Cover to at least £5m is required.		✓

2: WHAT'S INSURED BY GREENE KING

2.1: GREENE KING'S INSURANCE POLICY

Greene King operates a Group block policy which includes our full estate, both Pub Partners and our managed pubs.

The insurance charge you pay will reflect our economies of scale in purchasing a block policy which we use to reduce your level of risk from our £25,000 excess charge to your £1,000 excess charge.

This means that Greene King takes the commercial risk each year in the number of claims suffered. We do not receive any commission or rebate in connection with our Group block policy.

2.2: GREENE KING'S INSURANCE CERTIFICATE

What Greene King's insurance policy covers, prepared by Greene King plc for Pub Partners.

HEADING	POLICY DETAILS
Insurer	Aviva Insurance Ltd
Period of insurance	Policy is renewed annually on 30th November and is subject to change of insurer
Cover provided	Accidental Loss of or Damage to the insured's property caused by fire, aircraft, explosion, lightning, storm, flood, burst pipes ¹ , escape of water, malicious damage, riot and civil commotion, impact, subsidence ground heave or landslip, and theft damage to buildings
Deductible	£1,000 ²
Additional features of cover	<p>Property Damage Includes the following extensions of cover:</p> <p>“Day One” reinstatement sum insured (115% of declared value) in respect of buildings, fixtures & fittings and Tenant's improvements <i>– This provides cover on the basis of the value declared on Day One, with an uplift to allow for inflation.</i></p> <p>Public Authorities clause including undamaged portions <i>– For example, if your pub is damaged by fire, a public authority could insist that it is repaired in a different way to the original.</i></p> <p>Professional fees</p> <p>Removal of debris</p> <p>Capital additions (alterations and additions) clause: limit £5,000,000</p> <p>Contract works limit £2,000,000 any one contract <i>– This covers damage to current building works (eg: an extension) whilst they are under construction.</i></p> <p>Trace and access; limit £25,000 <i>– The cost of locating the source of damage and repairs directly therefrom.</i></p> <p>Landscaped grounds: limit £10,000, reduced to £1,000 in respect of damage by storm flood or malicious persons.</p> <p>Metered services: limit £100,000</p> <p>Outside storage locations³ limit £250,000</p> <p>Property in the open: limit £50,000</p> <p>Mortgagees and Lessors' clause</p> <p>Unauthorised use of electricity, gas and water: limit £10,000</p> <p>Alternative accommodation expenses: £50,000</p> <p>Theft damage to buildings: £25,000</p> <p>Fire Brigade charges and extinguishing expenses</p> <p>Claims preparation costs: £100,000</p>

HEADING	POLICY DETAILS
Buildings	Unless more specifically described and declared to Insurers, cover applies to buildings built of brick, construction stone, concrete, tile, slate or other non-combustible materials.
Loss of income (or Business Interruption) ⁴	<p>Rent payable to Greene King in the event of a claim</p> <p>Loss of Greene King barrellage if applicable</p> <p>Loss of Greene King's machine income if applicable</p>
Example items not covered/specific exclusions	<p>Property damage to Tenant's contents, stock and wines/spirits/beers</p> <p>Money and goods in transit</p> <p>Loss of Licence</p> <p>Employer's Liability</p> <p>Licensee's loss of earnings</p> <p>Public and Products Liability from daily operating activities</p> <p>Fair wear and tear</p> <p>Loss due to neglect or lack of maintenance</p> <p>Utilities (electricity, gas, water & telecommunications) during any closure</p> <p>Utilities during any broken pipes</p> <p>All associated business expenses during any closure</p>
<p>PLEASE NOTE</p> <p>All details shown in the Insurance Certificate is subject to the full terms, conditions and exclusions of the policy.</p>	
<p>FOOTNOTES</p> <p>1: Burst pipes includes plumbing, sewerage and heating oil. This must be caused by an accident. Wear and tear, lack of maintenance or lack of insulation (eg: frost damage) would not be admissible. In the event of consequential damage caused by a burst pipe (eg: to plasterwork), this would only be insured if the claim for the burst pipe was also valid.</p> <p>2: The Licensee is responsible to pay £1,000 Excess for any insurance claim relating to the property.</p> <p>3: Sheds and greenhouses are included where owned by Greene King (inventory will confirm ownership), this also refers to smoking shelters. Tenant-owned sheds (etc) need to be included on the Tenant's contents insurance.</p> <p>4: This refers to the loss of income to Greene King. Licensee income needs to be insured under your own policy.</p>	

2.3: PRICE MATCHING

We operate an insurance price match policy, giving you the ability to obtain your own quotes to price match against the insurance costs we charge you. In obtaining your independent insurance quotes you must ensure the policy is provided on a like-for-like basis and you must disclose your full claims history. The insurance company you use must have a credit rating of no lower than A, as rated by the insurance rating services A.M. Best (www.ambest.com/home/ratings).

Any price match quote should be forwarded to insurancepricematch@greeneking.co.uk for verification and approval. Where a price match is approved, we will adjust your insurance charge to reflect the lower quote. You will still be required to continue paying Greene King for the insurance we provide.

3: WHAT SHOULD BE INSURED BY YOU, THE LICENSEE

3.1: MAKE SURE THAT YOU ARE PROPERLY COVERED

It is your responsibility to make sure that you and your business are insured. We recommend you ensure you have adequate cover in all insurable areas. Pro Publican offers a wide range of services in this area. Contact: Pro Publican, Crown House, Home Gardens, Dartford, Kent DA1 1DZ. Call: 01322 282880, email: service@propublican.co.uk website: www.propublican.co.uk You must quote 'Greene King Pub Partners' when you contact them.

3.2: WHAT YOUR INSURANCE MUST COVER

You must obtain your own insurance to cover the following items:

- Property damage to Licensee's fixtures and fittings, contents, stock and wines/spirits/beers etc.
Fixtures and fittings that you own and any contents, decorations or improvements you have made to your pub should be covered under your own policy. You should also insure your contents and any stock.
- Money and goods in transit.
- Money in machines in your pub, (including cash and floats).
- If you lose your Licence.
- Loss of income (Business Interruption).
If you have a problem that means you will be unable to trade, you need to protect your income and any associated business expenses during any closure. Your Insurance Broker will advise you on the level of cover required.
- Employer's Liability (Minimum cover £10million)
Employer's Liability cover is usually provided by insurance companies in a standard format.
- Public and Products Liability (Minimum cover £5million)
Public and Products Liability cover is usually provided by insurance companies in a standard format, but you should check with your Insurance Broker that no specific additional exclusions have been added.
- Utilities (electricity, gas, water and telecommunications) during any closure.
- All associated business expenses during any closure.

3.3: EXCESS LEVELS

We advise that all your policies should have minimum levels of excess. Any claims made through Greene King insurance will incur a £1,000 excess – Greene King will complete the works and invoice £1,000 excess to your Trade Account for collection.

3.4: INTERESTED PARTY

We need to be included in your policy as an 'interested party.' This means that your insurance provider will make us aware if your policy lapses or changes.

4: MAKING A CLAIM ON GREENE KING'S INSURANCE

4.1: HOW TO MAKE A CLAIM ON GREENE KING'S POLICY

When an incident includes damage to our property it should be reported immediately to us. Contact Publine on 0845 608 0715 and select the property option. Out of hours, incidents should be reported via Publine using the property option.

4.2: REPORTING AN INCIDENT INVOLVING A 3RD PARTY

Any incident involving a 3rd party should be reported immediately to us. Contact Publine on 0845 608 0715 and select the property option. This is most often vehicle damage to the property. To enable our Broker to handle the claim against the driver's insurance policy, it is essential that details are collected and referred to Greene King quickly. Please try and provide as much information as possible about the incident, including:

- Name(s).
- Contact details and addresses.
- Registration number of any vehicles involved.
- Insurers' details.
- Statements from any witnesses.
- Photographs of the incident.

4.3: DON'T PUT THE PUBLIC AT RISK

You must take care of Public Safety. If something in your pub needs fixing or repairing and it would usually be Greene King's responsibility to do this, you must report the issue to Greene King as soon as possible. You will need to take steps to minimise risk to the public until the problem is fixed.

4.4 INSURANCE WILL NOT COVER...

Insurance will not cover every event that happens. Gradual wear and tear, corrosion, rust, rot, damage by vermin and general lack of, or poor maintenance are not insurable risks under any insurance policy. You may be liable for the costs of uninsured events under the terms of your Agreement.

4.5: EXAMPLES OF CLAIM SITUATIONS

SITUATION	INSURED BY
A fire occurs in your kitchen causing damage to the buildings, fittings, contents and stock and stops the pub trading for 4 weeks. <ul style="list-style-type: none"> • Damage to Buildings and our fittings. • Damage to your contents and stock. • Greene King's loss of rent, barrellage and machine income. • Licensee's loss of income. 	Greene King Licensee Greene King Licensee
An underground water pipe on the premises corrodes and leaks heavily leading to a higher water charge.	Not insured
Guttering and down pipes are blocked with weed growth and soil over a period of time. An exceptional downpour of rain leads to back up of water which floods the premises.	Not insured
Root growth in a chimney stack causes the stack to collapse through the roof of the pub.	Not insured
A customer falls over in your car park after tripping in a pothole. Car park is unlit and the accident happens after dark.	Licensee
You are putting up a picture and the nail accidentally punctures a water pipe.	Licensee
A pipe joint drips water onto wooden floor leading to wet rot occurring over a period of 18 months.	Not insured
A mains water pipe bursts after a cold spell, it's beneath the pub and water gets into your cellar and causes damage.	Greene King
A storm damages your fences.	Not insured
An employee or third party slips, trips or falls.	Licensee



GREENE KING

PUB PARTNERS

PUB PARTNERS PUBLINE

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Greene King Pub Partners is a trading division
of Greene King Brewing and Retailing Ltd and
of Greene King Retailing Ltd, both companies in
the Greene King group.

Spirit Pub Company (Leased) Limited (5699544)
is also a member of the Greene King group.