

keyfacts®

Churchill Property Owners Insurance Summary

Please read this document carefully.
Full terms and conditions can be found
within the Policy Booklet.

The Property Owners policy is underwritten
by U K Insurance Limited, an Insurance
Undertaking, and will run for 12 months
or as shown on the schedule.

Full details of any Endorsements or Excesses
that apply will be shown in the Policy Schedule
or Policy Booklet.



churchill®

Policy Summary

The core cover of this product meets the demands and needs of those who require cover for buildings they own, and/or contents, and for claims made against them for injury or property damage made by tenants, visitors, or members of the public.

Just to let you know, our consultants may receive a bonus if you purchase any cover with us.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy.

If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person for whom cover is provided by this insurance.

Please update us if there are changes to the information provided.

Churchill Property Owners Insurance Policy

Section 1: The Structure

Cover

Available on "Specified Contingencies" basis with the option to include "Accidental Damage" for:

- Buildings
- Landlords' fixtures and fittings
- Walls, gates, fences, patios, terraces, drives, yards, car parks, car ports, roads, pavements, underground pipes and cables
- Shop fronts and all fixed glass therein, blinds and fitments

Subsidence is available as an option in most cases

Extensions included as standard

- Accidental Damage to underground service pipes and cables
- Ground rent – up to 2 years whilst uninhabitable and up to a maximum of 10 % of the Sum Insured
- European Union and Public authorities
- Professional fees
- Capital Additions – up to 20 % of Sum Insured or £2,000,000 whichever is less
- Removal of Debris
- Damage by Emergency Services – up to £25,000 any one claim
- Contracting Purchaser's Interest
- Trace and Access – up to £25,000 any one claim
- Subrogation Waiver against Parent or Subsidiary Companies, Tenants and Lessees
- Non-invalidation
- Workmen
- Mortgage – interests of mortgagors and leaseholders/lessees protected following increased risk
- Drain clearance costs
- Fire extinguishment Alarm Resetting Expenses and Additional sprinkler upgrade costs
- Loss of metered water and heating oil – up to £25,000 in any period of insurance
- Unauthorised use of Electricity, Gas or Water – up to £25,000 any one claim

Conditions

- Index Linking
- Basis of Claims Settlement – reinstatement
- Designation
- Reinstatement of Sum Insured following a loss
- Excess – as per schedule
- Felt/Flat Roof
- Subsidence

Exclusions

- Various Exclusions apply to Vacant or Disused Premises
- Malicious Damage and Theft or attempted Theft by employees, tenants and other persons lawfully in the Premises
- Damage caused by riots, strikes, civil commotion or labour disturbances in Northern Ireland
- Damage to gates and fences caused by storm or flood or breakage or collapse of aerials, satellite dishes or falling trees
- Damage caused by an explosion due to the bursting by steam pressure of a boiler, economiser or any other apparatus unless used for domestic purposes
- Damage caused by storm or flood resulting from frost, subsidence, ground heave or landslip or attributable solely to changes in the water table level
- Damage due to the breakage or collapse of aerials, satellite dishes or falling trees unless caused by lopping, pruning or felling of trees
- Property more specifically insured
- Damage to glass and sanitary ware as defined under Section 5 – other than by Fire, Lightning or Explosion
- Damage to any particular piece of equipment or appliance by self ignition, short circuit, excess pressure etc unless more specifically insured under the Policy Extensions
- Frost damage to plumbing installations in outbuildings.

Section 1: The Structure (continued)

Cover

Extensions included as standard

- Alternative accommodation costs whilst the Building is uninhabitable up to the Sum Insured for 24 months from the date of damage
- Fly Tipping up to £25,000 any one claim
- Removal of Nests up to £1,000 any one claim
- Further Investigation Expenses
- Removal of Tenants' Debris up to £25,000 any one claim
- Temporary Removal
- Loss of or Duplication of Keys up to £15,000

Conditions

Exclusions

Accidental Damage (if selected) then the following additional exclusions will apply:

Damage caused by:

- Wear and tear, the action of light and atmosphere
- Moth, vermin or insects
- Any process of cleaning, dyeing, restoring or repairing
- Wind, hail, sleet snow, flood or dust damage to walls
- Subsidence, landslip or ground heave
- Corrosion, wet or dry rot, marring or scratching
- Normal settlement or bedding down of new structures
- Inherent vice, latent defect, gradual deterioration
- Faulty or defective workmanship
- Collapse or cracking of Buildings
- Maintenance, redecoration or repair costs

Subsidence, ground heave and landslip (if selected)

then the following additional exclusions will apply:

- Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building
- Damage which originated prior to inception of cover
- Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises
- Damage resulting from groundworks or excavation at the same premises

Damage caused by:

- The normal settlement or bedding down of new structures
- The settlement or movement of made-up ground
- Coastal or river erosion
- Defective design or workmanship or the use of defective materials
- Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

Standard Cover

Section 2: Landlords Contents

Cover	Extensions included as standard	Conditions	Exclusions
<p>Available on "Specified Contingencies" basis with the option to include "Accidental" Damage" including:</p> <ul style="list-style-type: none"> • Fixtures and fittings (not forming a permanent part of the structure) • Contents of Common Parts • Floor Coverings <p>Subsidence is available as an option in most cases</p>	<ul style="list-style-type: none"> • Temporary Removal – up to £25,000 • Replacement Locks – up to £25,000 • Debris Removal Costs – up to £25,000 any one premises • Loss of Oil and Metered Water – up to £25,000 any one period of insurance • Alternative Accommodation Costs whilst the Building is uninhabitable up to £100,000 	<ul style="list-style-type: none"> • Index Linking • Basis of Claims Settlement – reinstatement • Automatic Reinstatement of Sum Insured • Excess – as per schedule • Felt/Flat Roof • Subsidence 	<ul style="list-style-type: none"> • Various exclusions apply to vacant or disused premises • Malicious Damage and Theft or attempted Theft by employees, tenants and other persons lawfully in the Premises • Damage caused by storm or flood resulting from frost, subsidence, ground heave or landslip or attributable solely to changes in the water table level • Damage due to the breakage or collapse of aerials, satellite dishes or falling trees unless caused by lopping, pruning or felling of trees • Damage due to leakage of beverages from bottled stock <p>Damage to:</p> <ul style="list-style-type: none"> • Property in the open in respect of riot, malicious damage, civil commotion, labour disturbances, storm, flood and theft • Stock and Materials in Trade • Bills of exchange, money, promissory notes, securities, deeds, bonds etc. • Business books, plans and specifications, designs and computer records • Jewellery, watches, furs and precious stones and metals • Works of art and antiques • Property more specifically insured • Cessation of work or confiscation by authorities • Plant or fittings by self-ignition, short-circuit, excessive pressure, self-heating or leakage of electricity • Any particular piece of equipment or appliance by self ignition, short circuit excess pressure etc unless more specifically insured under the Policy Extensions • Any electrical sign or its installation <p>Accidental Damage (if selected) then the following additional exclusions will apply:</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> • Wear and tear, the action of light and atmosphere • Moth, vermin or insects • Any process of cleaning, dyeing, restoring or repairing • Corrosion, wet or dry rot, marring or scratching • Subsidence, landslip or ground heave • Inherent vice, latent defect, gradual deterioration • Any machine arising from mechanical, electrical or electronic breakdown • Normal maintenance or repair • Faulty or defective workmanship • Erasure or distortion of information on computer records • Dishonesty or fraud by Your employees or anyone lawfully on the premises

Section 2: Landlords Contents (continued)

Cover

Extensions included
as standard

Conditions

Exclusions

- Maintenance, redecoration or repair costs
- Confiscation or detention by Customs or other officials or authorities
- Damage to glass or sanitary ware as defined under Section 5 – other than by Fire, Lightning or Explosion

Subsidence, ground heave and landslip (if selected)

then the following additional exclusions will apply:

- Damage caused to yards, car parks, roads, pavements, swimming pools, walls, gates and fences unless also affecting an insured building
- Damage which originated prior to inception of cover
- Damage resulting from demolition, construction, structural alteration or repair of any property at the same premises
- Damage resulting from groundworks or excavation at the same premises

Damage caused by:

- The normal settlement or bedding down of new structures
- The settlement or movement of made-up ground
- Coastal or river erosion
- Defective design or workmanship or the use of defective materials
- Fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe

Standard Cover

Section 3: Public Liability

Cover	Extensions included as standard	Conditions	Exclusions
<p>Legal liability to pay damages and associated costs in respect of:</p> <ul style="list-style-type: none"> • Accidental Bodily Injury • Accidental damage to property • Accidental obstruction, trespass, nuisance or interference with air, light, water or way • Wrongful arrest, detention, imprisonment or eviction, malicious prosecution or invasion of privacy <p>Indemnity limit as shown in the Schedule</p> <ul style="list-style-type: none"> • Territorial Limits <ul style="list-style-type: none"> – The United Kingdom, the Channel Islands and the Isle of Man – elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in The United Kingdom, the Channel Islands and the Isle of Man, in respect of the performance of non manual work (see also Worldwide Personal Liability Extension) 	<ul style="list-style-type: none"> • Cross Liabilities • Motor Contingent Liability • Defective Premises Act 1972 • Compensation for Court Attendance connected to a claim (up to £500 per day for partner/director and £250 for each employee) • Additional Persons Insured • Worldwide Personal Liability • Contractors Contingent Liability • Contractual Liability • Health & Safety at Work Act 1974 • Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 any one period of insurance) 		<ul style="list-style-type: none"> • Ownership of buildings not insured under Section 1 – The Structure • Ownership of land unless we have agreed to provide cover • Excluding manual work away from Premises (other than collection or delivery or the erection or dismantling of estate agency boards and signs) • Injury or damage arising from any mechanically propelled vehicle licensed for road use or any vessel made to float on, in or travel through water, air or space • Professional negligence, wrongful or inadequate treatment, examination, prescription or advice given • Goods which You supply, install, erect, repair or treat • Cost of rectifying or replacing defective work • Pollution or Contamination other than caused by a sudden identifiable and unintended and unexpected incident • Damage to anything supplied, installed or erected by You if such Damage is attributable to any defect therein

Optional Cover

Section 4: Rent Receivable

Cover	Extensions included as standard	Conditions	Exclusions
<p>Available on “Specified Contingencies” basis with the option to include “Accidental” Damage” including</p> <p>Loss of:</p> <ul style="list-style-type: none"> • Rent • Additional Expenditure • Auditors or accountants charges • Outstanding Debit Balances <p>Subsidence is available as an option in most cases.</p>	<ul style="list-style-type: none"> • Boiler Explosion • Prevention of Access • Loss of Book Debts • Professional Accountants’ Charges • Automatic Rent Review – limit 100% increase • Subrogation Waiver against Parent or Subsidiary Companies, Tenants and Lessees • Contingency Rent Extensions for Landlords’ Protection in respect of: <ul style="list-style-type: none"> – Denial of Access – Disease, Vermin, Defective Sanitary Arrangements, Murder and suicide – Failure of Utilities • Loss of Attraction 	<ul style="list-style-type: none"> • Reinstatement of Sum Insured following a loss • First Financial Year • Payment on Account • Unoccupied Buildings 	<ul style="list-style-type: none"> • As shown under Section 1 – The Structure and Section 2 – Landlords Contents

Standard Cover

Section 5: Glass and Sanitary Ware

Cover	Extensions included as standard	Conditions	Exclusions
<ul style="list-style-type: none"> • “All Risks” cover on Glass, Sanitary Ware and Shop Front Glass at the Premises for which You are responsible 	<ul style="list-style-type: none"> • Reasonable cost of boarding up • Damage to frames or framework following breakage of Glass • Removal/Replacement of fixtures to effect replacement of glass • Replacement of foil lettering, painting of glass, etc. • Accidental damage to goods following breakage of glass in display windows 		<p>Damage arising out of:</p> <ul style="list-style-type: none"> • Fire, Lightning or Explosion • Removal or installation or repairs or alterations carried out at the Premises • Theft unless theft is covered under Section 1 or 2 • Damage in any portion of Vacant or Disused Buildings

Optional Cover

Section 6: Employers Liability

Cover

- Legal liability to pay damages and associated legal costs in respect of death, disease or illness caused to employees.
- Indemnity limit £10,000,000 (inclusive of legal costs), unless otherwise shown in the Schedule.
- Territorial Limits
 - The United Kingdom, the Channel Islands and the Isle of Man
 - elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Employees normally resident in The United Kingdom, the Channel Islands and the Isle of Man, in respect of the performance of non manual work

Extensions included as standard

- Health & Safety at Work Act 1974
- Compensation for Court Attendance connected to a claim (£500 per day for partner/director and £250 for each employee)
- Unsatisfied Court Judgements
- Additional Persons Insured
- Injuries to Working Partners
- Corporate Manslaughter and Corporate Homicide Act 2007 (up to £1,000,000 any one period of insurance)
- Cross Liabilities

Conditions

- Right of Recovery
- Certificate of Employers Liability – if policy or section cancelled certificate becomes ineffective from cancellation date

Exclusions

- Bodily injury to employees (other than the driver) from being in or on any vehicle where injury results from use by you of a vehicle whilst on the road under the terms of Part VI of the Road Traffic Act 1988
- Visits or work on any offshore rig or platform

Optional Cover

Section 7: Commercial Legal Expenses

Cover

Landlord Legal Expenses
Pays for legal costs incurred with our agreement up to £250,000 in connection with:

- Employment disputes and Compensation awards
- Legal defence
- Property protection
- Personal injury
- Debt Recovery
- Statutory licence appeal
- Tenancy disputes (You as tenant)
- Eviction of squatters
- Contract disputes
- Rent recovery
- Tax protection
- Repossession
- Dilapidations

Territorial limits are The United Kingdom of Great Britain and Northern Ireland

Claims under this Section are dealt with and managed by DAS Legal Expenses Insurance Company Limited on Our behalf

Extensions included as standard (subject to certain limits)

Conditions

- You need to inform DAS of any claims within 180 days of the date you should have known about the incident you wish to claim for
- DAS need to have agreed the legal action you want to take
- You must tell DAS if anyone offers to settle a claim and mustn't negotiate or agree to any settlement without DAS's agreement in writing
- For Dilapidation claims, prior to the tenancy beginning and after the tenancy has finished, a detailed inventory, which notes the condition of all items on the inventory is prepared by You

For Repossession claims, you need to:

- where appropriate, serve all statutory and contractual notices correctly on the tenant

For Rent Recovery claims:

- if you accept payment (or part payment) of rent arrears from the tenant, You must be able to provide proof that You have warned the tenant that it does not prevent You taking further action against them under this Policy
- where the tenant is a limited company, You must first seek advice from the Appointed Representative before accepting payment of rent arrears

Exclusions

- Civil claims and appeals which DAS or a preferred law firm, or tax consultancy on DAS behalf, decide have a less than 51 % chance of succeeding
- Expenses incurred before DAS have accepted your claim
- Fines and compensation you're ordered to pay, other than compensation for Insured Incidents Employment disputes and Legal defence
- The first £500 of any contract dispute claim where the amounting dispute exceeds £5,000
- Total payments for compensation awards of more than £1m during the term of the policy
- Employment disputes which started within 90 days of the section start date

Personal injury claims due to:

- an illness or injury which develops gradually
- psychological injury or mental illness unless it follows a specific or sudden accident that's caused physical bodily injury
- Clinical negligence
- An amount in dispute relating to dilapidations not exceeding £1,000
- Any disagreement with your tenant(s) which first started within 90 days of this section start date and the tenancy agreement started before the section start date
- Claims for rent recovery where the rent has not been overdue for at least one calendar month

Optional Cover

Section 8: Terrorism

Cover

- Terrorism
 - Damage to the Property insured under this Policy and loss consequent on interruption to or interference with the Business
 - Non-Damage Business Interruption as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism
- Provided that Our liability will not exceed in any one Period of Insurance:
 - in all the total Sum Insured; or
 - for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy, whichever is the less

Extensions included as standard

Conditions

- Indemnity is subject to:
 - HM Treasury has certified that an event or events have been an Act of Terrorism; or
 - a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that any Damage was caused by an Act of Terrorism
- Conditions or terms which provide for adjustments of premium based on declarations on expiry of the period of insurance will not apply to Terrorism insurance
- Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance

Exclusions

- Cover excludes the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987
- Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power
- Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether Your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack
- Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor
- Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded
- Damage to any Residential Property insured in the name of a Private Individual

Policy Extension

Extension 1: Equipment Breakdown

Cover

- Equipment Breakdown
- The insurance by Sections 1 and 2 (if operative) of the Policy is extended to include cover for direct physical Damage caused to Covered Equipment resulting from an Accident – up to £5,000,000 any one Accident.

Extensions included as standard

- Contamination by a Hazardous Substance – up to £10,000 in any one period of insurance
- Computer Equipment – up to £250,000, EU up to £5,000
- Costs incurred in reinstating data – up to £50,000 in any one period of insurance
- Increased cost of working – up to £50,000
- Rent receivable – up to £100,000
- Expediting Expenses – up to £20,000 any one Accident
- Cost of hire charges for hiring a substitute item during the period of repair – up to £10,000 in any one period of insurance
- Loss caused by an accident to storage tanks or water tanks – up to £10,000 any one Accident
- Damage to Own Surrounding property resulting from explosion of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel – up to £1,000,000 any one Accident

Clauses and Conditions

- Precautions You will exercise due diligence in:
 - complying with any statute or order
 - ensuring that insured items are properly maintained and used in accordance with manufacturer's recommendations and in taking reasonable precautions to prevent loss or damage
- Back Up Records

Exclusions

- A hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel; or an insulation breakdown test of any type of electrical equipment:
- Any defect, virus, loss of data or other situation within Media
 - Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions
 - Damage recoverable under a maintenance agreement or any warranty or guarantee
 - Delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media

General Conditions

- Fair Presentation of the Risk
- Reasonable Precautions
- Change of Risk or Interest

- Cancellation
- Instalments
- Choice of Law

- Contracts (Rights of Third Parties) Act 1999
- Unoccupancy
- Interest Clause

- Fire Extinguishing Appliances
- Changes to your cover
- Automatic Renewal

Claims Conditions

- Action by You
- Our Rights

- Fraudulent Claims
- Conditions Precedent

- Subrogation
- Other Insurances

- Arbitration
- Excesses

General Exclusions

- War, Government Action and Terrorism
- Sonic Bangs

- Radioactive Contamination
- Pollution or Contamination

- Date Recognition

- Computer Virus and Hacking

Further Information

24 hour business assistance services

Helpline services:–

- Eurolaw Commercial Legal and UK Tax Advice Helpline on any business problem including employment, VAT, contract disputes etc (supplied by DAS Legal Expenses Insurance Company Limited on our behalf)
- Business Emergency Assistance Helpline – rapid response from reputable local contractors to deal with any sort of emergency on your premises, including burst pipes, drainage problems, gas, electricity failures and serious roof damage (supplied by DAS Legal Expenses Insurance Company Limited on our behalf) You must pay any call-out or repair charges
- Health and Medical Assistance Helpline giving assistance concerning nutrition, sports injuries, giving up smoking, exercise, complimentary health and changing doctors (supplied by DAS Legal Expenses Insurance Company Limited on our behalf)
- Emergency Glazing and Security Assistance Helpline – rapid call outs for any glazing or door and window security problems (provided by Our approved supplier panel)

How to Pay

You will have an option to pay either annually by Direct Debit, Credit or Debit card, or if eligible, by instalments on a date selected by you.

Your right to cancel

If this cover does not meet your requirements, please return all your documents within 14 days of receipt. We will return any premium paid in full provided that no claims have been made on the policy during that time. If you cancel your cover outside this period, we will return any premium paid less an amount for the period the policy has been in force. We will not make a refund if there has been a claim under the Policy.

How to make a claim

To notify us of a claim in the first instance please telephone **0345 878 8195**.

How to complain

Should there ever be an occasion where you need to complain, please call us on our priority number **0800 169 8777**. If your complaint relates to a claim please contact your claims handler whose details will be shown on your claims documentation.

If you wish to write, then please address your letter to:

- Claims complaints to the Technical Operations Manager at the address shown in your claims documents
- All other complaints to Churchill Business Insurance, Customer Services, 37 Broad Street, Bristol BS1 2EQ

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR (Telephone number **0800 023 4567** or **0300 123 9123**).

Details about our Regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Details of Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90 % of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100 % of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website www.fscs.org.uk

How to contact us

Information helpline

0345 878 8194

Claims helpline

0345 878 8195

Other products available from Churchill

Car: 0800 032 7158 Pet: 0800 032 9462

Home: 0800 015 1122 Travel: 0800 916 7170

Public Liability: 0345 878 8194 Van: 0333 222 1040

Calls may be recorded

If you would like a Braille, large print or audio version of your documents, please let us know.

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