

Churchill Professionals insurance summary

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churchill[™]

Important Information

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

The Professionals 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.

Policy Summary

The core cover of this product meets the demands and needs of professionals who require cover for claims made against them for injury or property damage made by customers, visitors, people they visit, or members of the public.

The optional Personal Accident cover meets Demands & Needs of those who need compensation if the person insured has an accident resulting in death, or temporary or permanent total disablement whether or not in connection with their business.

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 Professionals Insurance Policy - Standard Cover Standard Cover

Section 1: Public Liability

Cover

Legal liability to pay damages and associated costs in respect of:

- 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

Indemnity limit as shown in the Schedule (any one occurrence)

Territorial Limits:

- Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Any European Union country where any person is temporarily engaged in connection with Your Business
- Elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business (see also Overseas Personal Liability)

Extensions included as standard

- Compensation for Court Attendance connected to a claim – up to £750 per day for each director/partner and £250 per day for each employee
- Health & Safety at Work, etc Act 1974
- Indemnity to Principals
- Defective Premises Act 1972
- Leased or Rented Premises
- Motor Contingent Liability
- Overseas Personal Liability
- Products Liability
- Cross Liabilities
- Data Protection Legislation 2018 up to £500,000 any one period of insurance
- Consumer Protection and Food Safety Acts
- Corporate Manslaughter up to £1,000,000 any one period of insurance

Conditions

- Contractual Liability
- Jurisdiction
- Costs inclusive in USA and Canada
- Asbestos Clean Up Costs
- Excess – as per Schedule

Churchill Professionals Insurance Policy - Standard Cover

Section 1: Public Liability

Exclusions

- Cost of rectifying faulty workmanship or replacing or recalling defective products or materials
- Breach of professional duty, malpractice of any nature, treatment, examination, prescription, surgical operation, medical procedures or any treatment used, practised or performed by You or on Your behalf other than when performing first aid
- Design, formula, advice or specification for a fee or where a fee would normally be charged
- Sale, supply or administration of drugs, medicines, chemicals, or medical supplies or equipment of any kind
- Bodily Injury to your employees arising out of and in the course of their employment
- Property belonging to you or under your control
- Injury or damage arising from any mechanically propelled vehicle licensed for road use or any craft made to float on, in or travel through water, air or space
- Liquidated damages, fines or penalties
- Punitive, exemplary or aggravated damages
- Pollution or contamination unless from a sudden and identifiable, unintended and unexpected incident
- Pollution or Contamination occurring in the USA or Canada
- Visits or work on any offshore installation
- Failure or partial failure of computer programmes
- Damage to computer systems and data processing media or loss, distortion or erasure of data contained therein
- Loss of data or provision of incorrect data or failure to supply data
- Libel, slander or infringement of plans, copyright, patent, trade name, trade mark or registered design
- Incorrect information or errors or omissions in published materials
- Products supplied which to your knowledge are used as a critical part in connection with flying or navigation of any aircraft, spacecraft, rocket, missile or satellite
- Cost of repair, alteration, replacement, removal or recall of any Products Supplied
- Products supplied which to your knowledge are exported to the United States of America and/or Canada and/or their dependencies

Optional Cover

Section 1 Extension 1: Hairdressers and Beauty Treatment

Cover

Legal Liability arising out of treatments undertaken by You or Your Employees
Indemnity limit shown on the schedule (any one occurrence)

Extensions included as standard

- As shown under Section 1

Conditions

- As shown under Section 1
- The following additional conditions also apply:
- Limit of Liability
 - Medically Qualified Clinicians

Exclusions

- As shown under Section 1

The following additional exclusions also apply:

- Application of any lotion, hair dye or other preparation manufactured, produced, mixed or treated by You or anyone acting on Your behalf
- Failure to make prior skin tests before use and/or subsequent procedures required or recommended by the makers or vendors of any lotion, hair dye or other preparation
- Any treatment carried out by a person other than a Suitably Trained Person except:
 - the washing and drying of hair, hairpieces or wigs; or
 - whilst such person is under the direct and continuous supervision of a Suitably Trained Person
- Vibro massage, laser treatments, semi or permanent make up or any other beauty treatment involving power operated aids or any treatment involving the administration of injectable and aesthetic treatments or body piercing

Optional Cover

Section 2 : Employers Liability

Cover

Legal liability to pay damages and associated legal costs in respect of death, disease or illness caused to employees.

Indemnity limit shown on the schedule (inclusive of legal costs)

Territorial Limits:

- Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Any European Union country where any person is temporarily engaged in connection with Your Business
- Elsewhere in the world where any person is temporarily engaged in non-manual work in connection with Your Business

Extensions included as standard

- Compensation for Court Attendance connected to a claim – up to £750 per day for each director/partner and £250 per day for each employee
- Health & Safety at Work, etc Act 1974
- Unsatisfied Court Judgements
- Indemnity to Principals
- Corporate Manslaughter up to £1,000,000 any one period of insurance
- Cross Liabilities

Conditions

- Contractual Liability
- Jurisdiction
- Right of recovery
- Certificate of Employers Liability
 - if policy or section cancelled certificate becomes ineffective from cancellation date

Exclusions

- Injury to Employees, other than the driver, resulting from being in or on any of Your vehicles whilst on the road under the terms of Part VI of the Road Traffic Act 1988
- Injury to Employees ordinarily resident outside Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- Visits or work on any offshore installation

Standard Cover

Section 3: Money

Cover

Loss of Money – up to the limits shown on the schedule

- In transit
- In a bank night safe
- In Your private dwelling, or that of your partners, directors or employees

Territorial Limits

- Great Britain, Northern Ireland, the Channel Islands, the Isle of Man

Personal Accident Assault Extension covering injury caused by assault during theft of Money

Extensions included as standard

- Non-Negotiable Money – up to £250,000 any one claim
- Damage to Safes and Carrying Cases directly associated with theft or attempted theft – up to the cost of repair or replacement
- Damage to clothing resulting from theft or attempted theft of money – up to £500 any one person

Personal Accident (Assault)

- Death – up to £10,000
- Loss of limbs or sight – up to £10,000
- Permanent total disablement – up to £10,000
- Temporary total disablement – up to £100 per week
- Temporary partial disablement – up to £30 per week
- Incurred medical expenses - up to £500

Conditions

- Accompaniment requirements for money in transit
- Safe keys and notes of combinations are to be removed from the premises outside business hours

The following additional conditions apply to Personal Accident (Assault):

- Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years
- Limit of Benefits
- Referral to Medical Practitioner

Exclusions

- Losses arising from fraud or dishonesty of employees if discovered longer than 14 days after the event
- Shortages due to error or omission
- Losses from unattended vehicles
- Losses arising from any form of payment which proves to be counterfeit, fake etc.

The following additional exclusions apply to Personal Accident (Assault):

- Death or disablement contributed to or accelerated by pre-existing physical or mental condition

Optional Cover

Section 4: Tools and Business Equipment

Cover

"All Risks" Cover on Tools and Business Equipment not exceeding the Sum Insured shown on the Schedule

Territorial Limits:

- Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Any European Union country where work being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Extensions included as standard

- Reinstatement of losses
- Other Interests

Conditions

- Excess – as per Schedule

Exclusions

- Wear, tear, gradual deterioration and other gradually operating causes
- Exposure to weather conditions
- Damage to mechanically propelled vehicles
- Mechanical or Electrical breakdown or derangement
- Damage to any electrical tools and business equipment caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running
- Normal upkeep or normal making good
- Tools and Business Equipment hired out
- Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory
- Delay or seizure of goods by the government or other authority
- Indirect loss of any kind
- Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am, the vehicle is in a securely locked building or guarded security park
- Theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building
- Damage to goods in an open backed vehicle caused by theft or attempted theft
- Damage to glass and other fragile or brittle articles unless caused by fire, theft or accident to the vehicle in which the property is being transported
- Pollution or contamination unless resulting from a defined peril

Optional Cover

Section 5: Business Stock

Cover

“All Risks” Cover on Business Stock not exceeding the Sum Insured shown on the Schedule

Territorial Limits:

- Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- Any European Union country where work being undertaken in connection with Your Business by You or Your Employees normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Extensions included as standard

- Reinstatement of losses
- Debris Removal
- Other Interests

Conditions

- Excess – as per Schedule

Exclusions

- Wear, tear, gradual deterioration and other gradually operating causes
- Exposure to weather conditions
- Mechanical or Electrical breakdown or derangement
- Damage to any electrical business stock caused by breakdown, leakage of electricity or excessive pressure therein or by its own short circuiting or over-running
- Normal upkeep or normal making good
- Business Stock hired out
- Unexplained losses or shortages due to error or omission only discovered when stocktaking or making an inventory
- Delay or seizure of goods by the government or other authority
- Indirect loss of any kind
- Theft or attempted theft of or from any unattended vehicle unless securely locked at all points of access and between 9pm and 6am the vehicle is in a securely locked building or guarded security park
- Theft or attempted theft whilst left overnight, not in a vehicle, unless in a securely locked building
- Damage to goods in an open backed vehicle caused by theft or attempted theft
- Damage to glass and other fragile or brittle articles unless caused by fire, theft or accident to the vehicle in which the property is being transported
- Pollution or contamination unless resulting from a defined peril

Optional Cover

Section 6: Personal Accident

Cover

Cover for named people (must be aged not less than 16 years nor more than 75 years) suffering bodily injury resulting in:

- Death
- Loss of limbs or sight
- Permanent total disablement
- Temporary total disablement

Up to the benefits for each item as shown in the schedule

Extensions included as standard

Conditions

- Persons Insured (partners, directors and employees) must be aged not less than 16 years nor more than 75 years
- Limit of Liability
- Change in Circumstances

Exclusions

- Flying other than as passenger on bona fide airline
- Winter sports and other hazardous pursuits
- Illness or disease or gradually operating cause
- Self-injury, provoked assault or wilful exposure to needless peril
- Influence of alcohol or non-prescribed drugs
- Pre-existing defect
- Failure to obtain or follow proper medical advice

General Conditions

- Observance of 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
- Payment of Premium
- Changes to Your cover
- Automatic Renewal
- Sanctions, Prohibitions or Restrictions

Claims Conditions

- Conditions Precedent
- Action by You
- Our Rights
- Fraudulent Claims
- Subrogation
- Other Insurances
- Arbitration

General Exclusions

- Sonic Bangs
- Radioactive Contamination
- War, Government Action and Terrorism
- Date Recognition
- Computer Virus and Hacking
- Infectious or Contagious Disease

Further Information

Other features

Telephone helpline services available for:-

- **Eurolaw Commercial Legal and UK Tax Advice Helpline** on any commercial legal problem affecting the business including employment, VAT, contract disputes etc (the legal advice service is provided by DAS Legal Expenses Insurance Company Limited on Our behalf). Where specialist advice is needed this is available 9am to 5pm, Monday to Friday excluding public and bank holidays.
- **Counselling** - A confidential counselling service over the phone for any employee and their immediate family aged 18 or over (extends to include 16 or 17 year olds if they are in full-time employment). All costs of the referral services provided will not be paid by DAS. (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf).
- **Health and Medical Assistance** provided by a medically qualified person, is available 9am to 5pm, Monday to Friday excluding public and bank holidays, giving assistance concerning nutrition, sports injuries, giving up smoking etc. (supplied by DAS Legal Expenses Insurance Company Limited on Our behalf).

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.

Further Information (*continued*)

How to complain

If you need to complain, please call us on **0800 169 8777**. If your complaint is about a claim, please call your claims handler, whose details will be shown on your claims documents. If you'd prefer to write, please address your letter to:

- Claims complaints – The Technical Operations Manager at the address shown on your claims documents.
- For all other complaints – The Customer Relations Team at **Churchill Business Insurances, Churchill Court, Westmoreland Road, Bromley BR1 1DP**.

If we can't settle the matter with you, you can refer your complaint to The Financial Ombudsman Service (FOS) at **Exchange Tower, London E14 9SR**. Phone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: **www.financial-ombudsman.org.uk**

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

Landlord:

0345 878 8194

Van:

0333 222 1040

Calls may be recorded

Looking for anything else? Just head over to [churchill.com](https://www.churchill.com)



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

Churchill policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.
Registered in England and Wales No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

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