

Property Owners

Policy Summary



Arch Property Owners Policy Summary

This is a summary of the cover provided by your policy and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document carefully when you receive it. Your cover depends on the choices you have made.

You must

- Make a fair presentation to us of the risk at the start, renewal or variation of the policy.
- Tell us immediately if any changes take place which may affect the policy.
- Maintain all property insured by the policy in a good state of repair.
- Take all reasonable steps to avoid injury, damage or any other claim.
- Comply with the terms and conditions of the policy generally, and in each applicable section.
- Cooperate with the insurers in the event of a claim.
- Pay the premium.
- Tell us immediately if you are unable to comply with any term of the policy.

Insurance Provider

Your insurer's will be Arch Insurance (UK) Limited, Registered address:

5th Floor,
60 Great Tower Street,
London,
EC3R 5AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register Number 229887.

Certain other sections within your policy wording may be covered by another named insurer.

Sections of Cover, Features and Exclusions

Your insurance includes the sections, features and exclusions which are detailed in your policy documents. Excesses apply to most claims; the amount will vary depending on the section of the policy applicable and the claim being made. Specified limits apply to some of the benefits provided, refer to the policy for full details.

Type of Insurance

This policy offers a comprehensive range of sections aimed at Property Owners. It gives you the flexibility to select covers to meet your needs.

Policy Term and Premium Payment

The duration of the policy is 12 months from cover inception date, or as detailed in your policy schedule. Your insurance agent will tell you how you can pay the premium.

Where you are covered

The policy is available to businesses in the UK, Channel Islands and Isle of Man. Geographical area of cover varies between sections. Limited information is provided below but you should check the policy for full details.

Sums Insured

You must ensure that the Sum Insured for each item of property insured is sufficient.

Changes and Cancellation

If you provide new information or request a change to the policy, we will advise of any alteration which is required to terms, conditions and premium. No changes will take effect until we confirm them in writing.

You may cancel the policy at any time during the period of insurance by sending written notification to your insurance agent or to us. We may make a partial return of premium provided that no claims have been paid or are outstanding.

We may cancel the Policy for any reason by giving You 30 days' written notice.

Making a Claim

To report or make a claim follow the instructions provided in the Claims Conditions: Your Obligations Section of the Policy under General Conditions. If you need additional assistance, please contact your insurance agent.

TO MAKE A LEGAL EXPENSES CLAIM (if the Section is operative)

This section is provided by DAS Legal Expenses Insurance Company Limited (DAS).

Important information: Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that You should do so. If You do, they will not pay the costs involved even if they accept the claim.

Report Your claim: Call DAS on 0370 755 3111 available 24 hours a day, 7 days a week. Have Your DAS policy number ready and You'll be asked about Your claim.

DAS will assess the claim to ensure it is covered by Your policy, and, if it is, will send it to a lawyer who specialises in that type of claim. The lawyer will assess Your case and tell You how likely it is that You will win. If You are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions You may have when they receive Your claim.

Alternatively You can visit www.das.co.uk/legal-protection/how-to-claim.

ALL OTHER CLAIMS

To register a claim under any other Section You should email full details of the claim including your Arch policy number to commercial.claims@archinsurance.co.uk

or call **0345 258 3880**.

You must comply with the Claims Conditions: Your Obligations requirements under the General Conditions Section of the Policy.

Your Obligations - Applicable to all sections unless stated otherwise - refer to your policy document

The obligation listed below must be complied with throughout the period of insurance. If you fail to comply in any respect, we shall not pay a claim which is connected with your non-compliance.

- Unoccupancy – you must comply with all the requirements as specified in the policy.

General Exclusions - Applicable to all sections unless stated otherwise - refer to your policy document

- Asbestos;
- Cyber
- Epidemic or Pandemic Disease (not applicable to the Liability Section);
- The Excess specified for each item in the schedule;
- Fines and penalties;
- Nuclear and Radioactive Risks ;
- Silica;
- Sonic Bangs;
- Terrorism; (except Terrorism section which contains specific terms)
- War and Government Action.

General Conditions - Applicable to all sections - refer to your policy document

Change of Risk

You must notify us immediately if:

- information which you provided or confirmed to us is incorrect;
- your interest in the business ceases or is transferred to another person or entity or there is a change of ownership of the business;
- the business becomes subject to an insolvency proceeding;
- demolition, construction, ground works or excavations are carried out on a site adjoining the premises.

If you are in doubt, you should disclose it to us.

Upon notification, we may, cancel, suspend or alter the terms of the policy or increase the premium.

If you fail to notify us, we shall not pay any claim which is connected with the relevant event.

Choice of Law and Jurisdiction

The policy will be subject to and construed solely in accordance with the Law of England and Wales. All disputes arising out of or in connection with the policy will be subject to the exclusive jurisdiction of the Courts of England and Wales.

Claims Conditions: Our Rights

If we agree to pay a claim, we shall have the right to:

- enter or take possession of the premises where the damage or loss occurred;
- take possession and salvage of insured property;
- take over the defence and settlement of a claim brought against you;
- conduct a subrogated recovery in your name.

If we make a payment which includes the applicable Excess, you will reimburse us for that amount.

We may at any time free ourselves from further liability for a claim by paying to you the relevant sum insured, indemnity limit or lesser amount for which a claim can be settled, after deducting payments already made. We shall pay costs and expenses incurred with our prior consent up to the date of such payment.

Claims Conditions: Your Obligations

Your claim will not be paid unless you comply with each of the following requirements:

- You must tell us as soon as reasonably practicable if you become aware of any facts or circumstances which may give rise to a claim against you;
- You must tell us and the Police as soon as reasonably practicable if you become aware of any damage which you know or suspect is caused By a criminal act;
- You must tell us as soon as reasonably practicable if any written or verbal claim is intimated or made against you;
- You must supply us with full details of any claim, in writing and at your own expense, within:
- 7 days of becoming aware of any injury, damage or loss which you know or suspect is caused by a criminal act; and
- 30 days of becoming aware of any other injury, damage or loss.
- You must forward to us unanswered any written communications which relate to claims or possible claims against you, including letters of claim, writs, summons and other legal proceedings;
- You must provide all the assistance, co-operation, evidence and information which we reasonably require connected with any claim and/or subrogated recovery;
- You must take all reasonable action to prevent and minimise existing and future loss; and You must not admit, deny, negotiate or settle any claim without our prior written consent.

Property Insuring Clause (only operative if specified in the schedule)

This section provides cover for damage to property at the premises occurring during the period of insurance.

Property Exclusions - Please refer to your Policy document

- Consequential loss.
- Damage which is connected with or comprises: an existing or hidden defect in property; gradual deterioration, wear and tear, rust, corrosion or erosion; frost or change in the water table level; faulty design or faulty materials used in the construction of property; faulty workmanship, operating error or omission by you or an employee; the bursting of a boiler or other equipment not being used for domestic purposes where the internal pressure is due to steam only and belongs to you or is under your control; insects or vermin; domestic pets; property undergoing a process of production, packing, treatment, testing, commissioning, servicing, or repair; shrinkage, evaporation or loss of weight; dampness or dryness; scratching; mould or fungus; change in temperature, colour, flavour, texture, or finish, the action of light or atmosphere; nipple or joint leakage or failure of welds; cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and associated piping; and/or mechanical or electrical breakdown or derangement of property wet or dry rot.
- Damage which is connected with or comprises: acts of fraud or dishonesty; disappearance; unexplained or inventory shortage; misfiling, misplacing of information or clerical error; and/or theft or attempted theft of moveable property in the open or in open sided buildings.
- Damage to a structure which is connected with or comprises; its own collapse or cracking, normal settlement of new structures.
- Damage which is connected with or comprises pollution except: damage comprising pollution which is solely caused by any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks, water apparatus or water pipes, sprinkler leakage or impact by a road vehicle or animal; or damage caused by any of the above perils which itself is caused by pollution unless otherwise excluded.
- Damage which is connected with or comprises: the property insured undergoing a process involving the application of heat; and/or damage to that portion of the property insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running.
- Damage to glass not being fixed glass forming part of the structure of the building.
- Damage to livestock; or growing crops or trees.
- Damage to vehicles licensed for road use including accessories on or attached to them; caravans or trailers; railway locomotives or rolling stock; watercraft or aircraft; property in the course of construction including materials for use in the construction; and/or piers, jetties, bridges, culverts or excavations where property is specifically stated as insured in the schedule and the damage is not otherwise excluded. Except where property is specifically stated as insured in the schedule and the damage is not otherwise excluded.
- Damage which is connected with cessation of work, Government action.
- Damage to fences, gates or open sided buildings caused by storm or falling trees.
- Damage caused by escape of water while the premises are unoccupied.
- Damage caused by gradual emission or seepage from any fixed heating installation.
- Damage to moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.
- Damage caused by electrical or magnetic disturbance or erasure of electronic readings.
- Damage caused by the solidification of molten material.
- Damage caused to property which is more specifically insured.
- Damage in respect of money.
- Damage to jewellery.

Property: Extensions

- Capital Additions
- Contractors Interest
- Contract Works
- Documents and Books
- Drain Clearance
- Emergency Services
- Failure of Tenants Insurance
- Fire Extinguishing Expenses
- Fly Tipping
- Gardening Equipment
- Illegal Cultivation of Drugs
- Inadvertent Failure to Insure
- Landscape Damage
- Loss Minimisation
- Loss of Metered Utilities
- Loss of Rent and Alternative Accommodation
- Malicious Damage by Tenants
- Removal of wasps and bees nests
- Replacement Locks
- Temporary Boarding Up
- Temporary Removal
- Trace and Access
- Tree Felling
- Unauthorised Use of Utilities
- Undamaged Property
- Underground Services

Equipment Breakdown (only operative if specified in the Schedule)

This section provides cover for loss or damage caused by or resulting from an accident to covered equipment owned by you or for which you are responsible in respect of property insured as defined in the Property Section of this policy and detailed in the schedule.

Equipment Breakdown: Extensions

The following extensions apply to the Equipment Breakdown Section

- Hazardous Substances
- Computer Equipment Reinstatement of Data and Increased Cost of Working
- Business Interruption
- Public Authorities/ Law or Ordinance
- Expediting Expenses
- Hire of Substitute Item
- Loss of Contents

Equipment Breakdown: 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;
- Depletion deterioration corrosion erosion wear and tear or other gradually developing conditions;
- Any condition that can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance but if insured damage results from an accident, we will be liable for resulting damage;
- Loss or damage recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of your obligations under the agreement;
- A cyber event;
- Programming error or programming limitation;
- Loss of data (other than as specifically provided for under Extension of Cover Computer Equipment Reinstatement of Data and Increased Costs of Working);
- Loss of access;
- Loss of use;
- Loss of functionality.

Rental Income (only operative if specified in the schedule)

This section provides cover for Loss of Rental Income following a loss insurable under the property damage section which results in reduced Rental Income.

Rental Income: Extension Events (Damage)

The occurrence of damage to property listed below by a cause not excluded by the property section will constitute an extension event if specified in the Schedule

- Capital Additions Rental Income
- Inadvertent Failure to Insure
- Property within one mile of the premises
- Loss of Attraction
- Delay in lease negotiation due to Loss of Attraction

Rental: Extension Events (Non-Damage)

The occurrences listed below will constitute an Extension Event if specified in the schedule.

- Disease, Infestation and Defective Sanitation
- Local Emergency
- Failure of Utilities

Liability (only operative if specified in the schedule)

Liability: Extensions

The following extensions apply to the Employers' Liability and Property Owners Liability

- Court Attendance costs
- Cross Liabilities
- Cyber (for injury claims)
- Indemnity to Others

Employers' Liability: Coverages

Protection for when you are legally liable to pay damages, costs and expenses for accidental injury sustained by an employee. The maximum we shall pay, for a claim or series of claims (regardless of the number of claimants) connected with one occurrence is the Limit of Indemnity.

Cover includes:

- Asbestos, Radiation, Silica, Terrorism (up to £ 5,000,000 any one occurrence).
- Injury to Working Partners.
- Unsatisfied Court Judgments.

Employers' Liability: Exclusions

We shall not pay for liability connected with or comprising any of the following:

- Motor Liability

Property Owners Liability: Coverages

Protection against your legal liability for injury to third parties, and damage to their property including nuisance, trespass, obstruction, loss of amenities or interference with rights of way, light, air or water, up to the limit stated in the schedule, including costs and expenses. Cover includes:

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| ▪ Contingent Motor Liability | ▪ Leased or Rented Premises |
| ▪ Data Protection Legislation (up to £250,000 any one occurrence) | ▪ Overseas Personal Liability |
| ▪ Defective Premises Act liability | ▪ Terrorism (up to £ 2,000,000 any one occurrence) |
| ▪ Employee and visitor personal belongings | |

Property Owners Liability: Exclusions - Please refer to your policy document

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| ▪ Aircraft, Watercraft and Mechanically Propelled Vehicles | ▪ Pollution occurring: in the USA or Canada elsewhere unless caused by a specific, sudden, identifiable, unintended and unexpected incident |
| ▪ Contractual Liability | ▪ Products Supplied |
| ▪ Custody and Control | ▪ Professional Advice and Services |
| ▪ Defects in Land | |
| ▪ Injury to an Employee | |
| ▪ Financial Loss | |

Legal Expenses (only operative if specified in the schedule)

Insured by DAS Legal Expenses Insurance Company Limited (DAS)

Cover, Features and Benefits

Cover up to £500,000 for your legal costs and expenses for the following:

- Defence of employment disputes and payment of compensation awards (compensation awards are also subject to an aggregate limit of £1,000,000 in any one period of insurance);
- Legal defence for;
 - Criminal prosecutions
 - Data protection
 - Wrongful arrest
 - Statutory notice appeals
 - Jury service/court attendance
 - Disciplinary hearings
- Statutory licence appeal;
- Contract disputes (minimum amount in dispute £200 inc VAT);
- Debt recovery (minimum amount in dispute £200 inc VAT);
- Property protection;
- Personal injury;
- Tax protection;
- Tenancy disputes;
- Crisis containment (up to £25,000);
- Employment restrictive covenants;
- Social media defamation;
- Corporate identity theft.

Cover under this section also includes access to

- Business helplines – legal advice, tax advice, counselling, identity theft;
- Online employment manual: guidance on employment law;
- DASbusinesslaw: online law guide and template documents for download.

Please refer to the Legal Expenses Section of Your policy for details. DAS will appoint a preferred lawyer or other professional for you. Unless DAS are liable for a compensation award under the policy, you may choose your own lawyer when legal proceedings start or if there is a conflict of interest.

Exclusions - Please refer to your Policy document

- Claims which do not arise directly in connection with the insured business
- Any claim reported to DAS more than 180 days after the date you should have known about the insured incident
- Civil cases (except crisis containment, social media defamation and corporate identity theft) where the lawyer DAS appoint for you does not believe you will be more likely than not to win your case
- Costs you incur without DAS' expressed acceptance
- Legal problems that started before the date your cover begins
- Costs and compensation awards which exceed the policy limits
- Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under employment disputes and compensation awards and legal defence
- The VAT element of any costs if you are registered for VAT
- If DAS agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time)
- Other exceptions apply, including specific exceptions per element of cover – please refer to your policy document

Terrorism (only operative if specified in the schedule)

Cover, Features and Benefits

Covers damage to material property and business interruption caused by acts of terrorism up to the relevant Sum Insured for those sections.

- Brand rehabilitation costs following damage to property at or within one mile of premises (up to £100,000)
- Claims preparation costs in relation to specified claims (up to £100,000)
- Damage to property of telecommunications and utility supplier (up to £1,000,000)
- Damage to property of customers and suppliers (up to £500,000)
- Damage to your property away from the premises (up to £500,000)
- Loss of rent and alternative accommodation up to 20% of Sum Insured
- Prevention of access (up to £500,000 or £1,000,000 following Damage)
- Threat or hoax (up to £500,000)

Significant Exceptions and Limitations - Please refer to your policy document

- Chemical and biological emissions
- Confiscation
- Cyber
- Illegal trade
- Malicious persons
- Microorganisms
- Nuclear risk
- Pollution
- Prevention or control of Terrorism
- Seizure
- Unexplained loss
- Weapons

How to Complain

If You have an enquiry about your policy, please contact your insurance agent who arranged the policy for you.

If you have a complaint arising from your policy please contact:

Complaints Manager
Arch Insurance (UK) Limited
5th Floor
60 Great Tower Street
London EC3R 5AZ

complaints@archinsurance.co.uk

For complaints relating to the Legal Expenses Section, including complaints relating to the helplines and online tools, please contact

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS Parc
Greenway Court
Bedwas
Caerphilly
CF83 8DW

Email: customerrelations@das.co.uk

Telephone: 0344 893 9013

Or complete an online complaint form at www.das.co.uk/about-das/complaints

If we have not resolved your complaint within eight weeks or you are not satisfied with our response, you may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving our final response letter. Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure does not affect your rights to take legal action.



Arch UK Regional Division

Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887)
authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk



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