

Policy Summary

# Commercial Property Owners

Please read this document carefully. Should you have any questions, please contact your insurance agent.

## Arch Commercial 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 make a fair presentation of the risk to us and read the policy document carefully when you receive it.

### Insurance Provider

Your insurer will be Arch Insurance (UK) Limited, Registered address:  
5th Floor,  
Plantation Place South,  
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 Exceptions

Your policy includes the following key covers, features and exceptions, which are detailed in your policy documentation. 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 provides a comprehensive range of covers tailored for property owners. Insurance is provided for a wide range of core covers plus optional additional sections.

### 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 can be covered

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

## Risk Management - Included

As an Arch customer you have access to a range of risk management services. As well as insurance cover, Arch Insurance (UK) Limited believe in helping customers to find practical solutions for the risks they face. That's why we include Arch Risk Management with this insurance.

### Risk Management Services - Features and Benefits

Risk Management Services provides a range of online risk solutions to enable businesses to effectively manage workplace safety and staff employment.

Features include:

- Business Continuity
- Health & Safety Management
- Human Resources Support
- E-Learning

## Property Damage - Contents - Core Cover

### Cover, Features and Benefits

Cover for Contents is on an All Risks basis

Cover includes:

- Landlords contents/communal parts
- Capital additions
- Day one uplift
- Failure of tenants' insurances
- Inadvertent failure to insure
- Non-invalidations

Optional covers:

- Subsidence
- Terrorism

### Significant Exceptions and Limitations - Please refer to your policy document

- Wear and tear, corrosion, gradual deterioration, faulty or defective design and materials
- Mechanical and electrical breakdown or derangement
- Faulty or defective workmanship, operational error or omission by you or your employees
- Pollution or contamination
- Consequential loss or damage
- Subsidence caused by new structures bedding down or newly made up ground settling

## Equipment Breakdown Section – Core Cover

Insured by HSB Engineering Insurance Limited

### Cover, Features and Benefits

- Cover for breakdown, explosion and collapse and operator error in respect of covered plant
- Covered plant includes boilers, lifts, air-conditioning, computers, office equipment i.e. faxes, copies, etc.

- Computers includes cover for electronic derangement, reinstatement of data and increased cost of working
- Business interruption

### **Significant Exceptions and Limitations - Please refer to your policy document**

- Cyber events
- Process or production machinery
- Equipment used for research, diagnostic experimental and scientific purposes
- Mobile plant and equipment or construction equipment
- Maximum computer limit £500,000 including reinstatement of data and increased cost of working
- Maximum business interruption limit £100,000

## **Legal Liabilities Section – Core Cover**

### **Cover, Features and Benefits**

#### **Property Owners Liability**

- Products Liability included
- Contingent Motor liability
- Defective Premises Act
- Damage to leased or rented premises

#### **Extensions**

- Employers Liability

### **Significant Exceptions and Limitations - Please refer to your policy document**

- Loss or damage to property belonging to you
- Professional services
- Advice, instruction or consultancy
- Pollution or contamination
- Liability under contract or agreement

## **Legal Expenses – Core Cover**

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:

- Employment disputes and compensation awards (compensation awards are also subject to an aggregate limit of £1,000,000 in any one period of insurance)
- Legal defence
- Statutory licence appeal
- Contract disputes
- Debt recovery
- Property protection
- Personal injury
- Tax protection
- Tenancy disputes
- Crisis containment (up to £25,000)

- Employment restrictive covenants
- Let property disputes

You also have access to a website and helplines. Most of these helplines are available 24 hours a day 365 days a year and are available to you at no additional charge.

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.

### **Exceptions and Limitations - 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) 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

## **Loss of Rental Income Section – Core Cover**

### **Cover, Features and Benefits**

- Rent receivable or estimated rent receivable
- Additional increased cost of working
- Prevention of access
- Loss of attraction
- Buildings awaiting sale
- Capital additions
- Failure of tenant's insurances
- Subrogation waiver
- Public utilities

### **Significant Exceptions and Limitations - Please refer to your policy document**

- Losses excluded under the Property Damage section

## Terrorism Section – Optional Cover

### Cover, Features and Benefits

Covers damage to material property and business interruption caused by acts of terrorism or sabotage

- Loss of rent and alternative accommodation
- Brand rehabilitation
- Claims preparation costs
- Failure of utilities
- Loss of attraction
- Prevention of access
- Property stored
- Telecommunications
- Threat or hoax

### Significant Exceptions and Limitations - Please refer to your policy document

- Riot, civil commotion, war, invasion, act of foreign enemy hostilities, civil war, rebellion, revolution, insurrection, military or usurped power
- Loss or damage by electronic means
- Biological or chemical pollution or contamination
- Nuclear detonation nuclear reaction nuclear radiation or radioactive contamination
- The Property Damage Excess

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

- Nuclear Risks
- War, Government Action
- Terrorism (not applicable to Terrorism or Legal Liabilities Sections)
- Pollution and Contamination
- Date Recognition (not applicable to Employers' Liability sub-section)
- Sonic Bangs
- Computer Virus and Hacking
- Epidemic/Pandemic Disease

### Your obligations - Please refer to your policy document

You must

- Make a fair presentation to us of the risk at the start, renewal and variation of the policy
- Tell us if there are changes to the risk
- Maintain your premises and property in good condition
- 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

## Cancellation

You may cancel your policy

- a. within 14 days of receiving your policy documents for the first Period of Insurance if the policy does not meet your requirements
- b. if you sell the business or sell all of the property insured, or you cease trading

We will return part of the premium proportionate to the unexpired period of insurance, provided that no claims have been paid or are outstanding during the current period of insurance. If you wish to terminate the cover at any other time please contact your insurance agent; any return premium will be at the discretion of Arch Insurance (UK) Limited.

We may cancel this policy or any part thereof by giving 30 days' notice to your last known address. Provided there have been no claims made under the policy or that no incident has occurred that is likely to give rise to a claim or that there has been no breach of any policy conditions, you shall be entitled to the return of a proportionate part of the premium in respect of the unexpired period of insurance.

## How to Make a Claim

To report or make a claim, follow the instructions provided in the General Conditions – Claims Procedure.

### To make a Legal Expenses claim

Call DAS on 0370 755 3111, available 24 hours a day, 7 days a week. Have your DAS policy number TS5/422184 ready and you'll be asked about your claim.

Please do not ask for help from a lawyer or anyone else before DAS have agreed that you should.

### All other Claims

To register a claim under any other Section you should email full details of the claim including your policy number to [commercial.claims@archinsurance.co.uk](mailto:commercial.claims@archinsurance.co.uk) or call **0345 258 3880**.

## How to Complain

If you have any query arising from your policy please contact your insurance agent who arranged the policy for you quoting the policy number in all cases

If you have a complaint (unless relating to the Legal Expenses section) please write to the Complaints Manager, Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ [complaints@archinsurance.co.uk](mailto: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 House  
Quay Side  
Temple Back  
Bristol BS1 6NH

E-mail: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Phone: 0344 893 9013

Online: Complete a complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

If we have not resolved your complaint within eight weeks or if 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](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567/ 0300 123 9 123  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

## 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](http://www.fscs.org.uk)





### **Arch UK Regional Division**

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 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.

The Arch Insurance Group includes FCA registered companies, such as Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

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