

Notice to Policyholders

Arch Property Owners Policy

This document is issued for Your assistance. It summarises the updates We have made to the Arch Property Owners Policy which will be effective from Your renewal date. It does not contain a record of every amendment and it does not form part of Your Policy documents. Please ensure that You read in full any documentation provided in conjunction with the updated Arch Property Owners Policy wording to determine the full terms, conditions, limitations and exclusions of the Policy cover.

If you have any questions please contact your insurance agent.

Amendments to cover:

Section and/or sub-section	Summary of Changes to the Policy
Insurers	
Equipment Breakdown Section	The Insurer has changed from HSB Engineering Insurance Limited to Arch Insurance (UK) Limited.
General Definitions	
Buildings	Updated definition.
Epidemic Disease	Updated definition.
Subjectivity	New definition added.
Territorial Limits	Updated definition clarifying that it does not include offshore.
Unoccupied	Updated definition clarifying the meaning of 'Unoccupied'.
War	New definition added.
Your Obligations	
Unoccupancy	Updated the references to Unoccupied Buildings.
General Exclusions	
Cyber	Updated the Sections which this is not applicable to. Exclusion of hoax or threat now added.
Epidemic or Pandemic Disease	Updated the Sections which this is not applicable to.
Other Insurance	Previously under General Conditions and not applicable to Legal Expenses section as now has own specific terms.
Premium Payment	Previously under General Conditions.
War and Government Action	Updated to incorporate the new War definition.
General Conditions	
Sanctions	Updated condition.
Subjectivity	Updated to now include the previous Surveys and Risk Improvements condition. You will now need to allow us access within 60 days of renewal/inception, unless otherwise agreed. Details of the cancellation process is included.
VAT	Updated condition.

Property Section	
Definitions	
Flood	New definition added.
Reinstatement	Updated definition to include various fees as defined.

Exclusions	
Fraud/dishonesty/deception	Updated exclusion. Clarified that acts of fraud or dishonesty only applies by You or others on Your behalf but also We exclude Damage by deception etc.
Heat application	Updated exclusion; cover only applies to the part undergoing heat or self ignition etc.
Cessation of work	Updated exclusion; excludes Damage caused by cessation of work and others.
Storm or falling trees	Updated exclusion to exclude felling, lopping or pruning of trees connected with storm or falling trees.
Unoccupied Buildings	Updated exclusion; cover now restricted to fire, lightning, explosion, aircraft or earthquake in the event Buildings become Unoccupied. Cover still subject to Obligation.
Subsidence, landslip or heave	New exclusion added.
<u>Illegal cultivation of drugs</u>	New exclusion added to clarify not regarded as an act by malicious persons or similar but note updated extension to allow by tenant.
Extensions	
Asbestos	New extension added: We will pay for Asbestos debris removal if We pay for Damage to Property Insured which is contaminated by it, despite the General Exclusion for Asbestos.
Capital Additions	Amended cover; the sub-limit is in addition to Sums Insured.
Failure of Tenants Insurances	Amended cover; the sub-limit is in addition to Sums Insured.
Illegal cultivation of drugs	Sub-limit increased to £250,000 in any one period of insurance but clarified that the provisos apply to all tenants other than obtaining formal photo identification which is only required in respect of residential tenants.
Landscape Damage	Clarified that the sub-limit applies in any one period of insurance.
Loss Minimisation	Amended cover; sub-limit is in addition to Sums Insured in any one period of insurance.
Munitions	New extension added to include Damage to Property Insured Caused By the detonation of munitions of War.
Removal of wasps and bees nests	Clarified that the sub-limit applies in any one period of insurance.
Replacement Locks	Amended cover; sub-limit is in addition to Sums Insured.
Temporary Removal	Clarified that the Transit element is only for the purposes of temporary removal for cleaning, renovation or repair.
Trace and Access	Clarified that this extension only applies as result of Insured Damage.
Tree Felling	Amended cover; sub-limit is in addition to Sums Insured.
Basis of Settlement	
Day One Reinstatement Basis	Clarified that Declared Value needs to be adequate at commencement of cover.
Conditions	
Index Linking	Expanded cover to allow for the benefit of index linking throughout the current period of insurance.
Other Interests	Range of interested parties extended.
Reinstatement	New condition added to clarify documents You need to provide in the event of Property Insured being replaced or reinstated.

Subrogation waiver	Condition extended to include Tenant or lessee.
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Equipment Breakdown Section	
Definitions	
Service Provider	New definition added.
Exclusions	
Service Provider	New exclusion to clarify no cover following deliberate decision to stop using a Service Provider.

Rental Income Section	
Definitions	
Extension Event	New definition added.
Extension Events (Damage)	
Capital Additions	Amended cover; sub-limit is in addition to Sums Insured.
Inadvertent Failure to Insure	Amended cover; sub-limit is in addition to Sums Insured.
Loss of Attraction	Altered to be more relevant to You as a Property Owner.
Property Within One Mile of the Premises	Clarified that the sub-limit applies in any one period of insurance.
Utilities	New extension added to replace the previous Failure of Utilities Extension and to cover Damage at supplier's premises. Altered to be more relevant to You as a property owner by being applicable to Tenants' supply.
Extension Events (Non-Damage)	
Disease, Infestation and Defective Sanitation	Altered to be more relevant to You as a Property Owner and updated references to legionella Codes of Practice.
Local Emergency	Amended cover to apply in respect of Your Tenants' business.
Basis of Settlement	
Additional Increase in Cost of Working	Amended cover; sub-limit is in addition to Sums Insured.
Settlement Conditions	
Extension Events	Amended cover; overall limit has been extended to match the Rental Income Sum Insured.
Subrogation waiver	New condition added.
Rental Income: Premium Adjustment Condition	Condition removed.

Liability Section	
Definitions	
Products Supplied	New definition added.
Conditions	
Bona Fide Sub-Contractors Condition	Condition amended to detail the indemnity limits required by sub-contractors.
Employers Liability sub-Section	
Insuring Clauses	

	Indemnity Limit previously referred to as Limit of Indemnity, now amended to match schedule. Clarified that the Indemnity Limit applies to each Insuring Clause (previously referred to as Coverages) unless a lower limit applies.
Employers Liability: Exclusions	
Overseas Actions	New exclusion added.
Overseas Subsidiaries, Branches and Representatives	New exclusion added.
Statutory Liabilities	New exclusion added.

Property Owners Liability sub-Section	
Exclusions	
Overseas Subsidiaries, Branches and Representatives	New exclusion added.

Legal Expenses	
Our Agreement	Proviso 4. updated.
Definitions	
Countries Covered	Amended Definition.
Legal Defence	
1.Criminal pre-proceedings cover	What is covered; amended clause.
6. Jury service and court attendance	What is covered, part 2 amended.
Contract disputes	What is not covered, part 2 b amended. Part 6 removed.
Debt Recovery	What is not covered, part 2 b amended.
Property protection	Amended section.
Personal injury	What is not covered, part 4; amended.
Tax protection	What is not covered, part 3; amended. Part 5 removed.
Exclusions	
Late report claims	Amended exclusion.
Defamation	Amended exclusion.
Conditions	
Fraudulent claims	New condition added.
Claims under this Section by a third party	New condition added.
Other Insurances	New condition added.

Terrorism Section	
Definitions	
Damage/Damaged	New definition added.
Insuring Clause	
Cover	Amended in order to be relevant to You as a Property Owner. Also clarified that claims settled in accordance with the sums

	insured under the Policy sections for Property and Rental Income together with their respective limits and extensions other than Loss of Attraction, Property Within One Mile of the Premises and Utilities as appropriate extensions already apply within the Terrorism Section. Looting removed and added as an extension.
Extension Events	
Brand Rehabilitation	Amended cover; maximum sub-limit increased to £500,000.
Claims Preparation Costs	Amended cover; any one claim limit amended to lesser of 10% or £50,000.
Court Attendance	New extension added.
Damage to Property of Telecommunications Supplier	Amended cover; maximum sub-limit increased to lesser of 10% or £2,500,000 in any one period of insurance.
Damage to Property of Utility Supplier	Amended cover; maximum sub-limit increased to lesser of 10% or £2,500,000 in any one period of insurance.
Damage at premises of Customers and Suppliers	Extension removed.
Damage to Your Property Away from the Premises	Extension removed.
Loss of Attraction	New extension added.
Loss of Rent and Alternative Accommodation	Extension removed; cover provided under relevant Property Section extension.
Pollution and/or Contamination Clean Up	Amended cover; wider cover provided by this extension with a limit of £2,500,000.
Prevention of Access	Amended cover; maximum limit increased to lesser of 20% or £2,500,000 in any one period of insurance.
Threat of Hoax	Amended cover; maximum limit increased to lesser of 20% or £1,000,000 in any one period of insurance.
Exclusions	
Land and Land Values	New exclusion added.
Pollution	Exclusion amended to remove Caused By Damage; Pollution Extension updated.
Prevention or Control of Terrorism	Exclusion amended to apply in all circumstances.

Engineering Inspection Section	
Contract Terms	Updated terms and conditions regarding provision of inspection services by HSB including but not limited to Cancellation, Obligations and Standard of Care. Please review section carefully to ensure still satisfies your requirements.

Privacy Notices	These have all been updated.
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Important

If you are aware of any claim or circumstance that may give rise to a claim, it is important that you notify us as soon as reasonably practicable:

For legal expenses claims visit the following website: www.das.co.uk/legal-protection/how-to-claim or call **0370 755 3111**.

For all other claims email commercial.claims@archinsurance.com or call **0345 258 3880**