Arch | Insurance

Property Owners

Summary of Cover

Pursuing Better Together®

Arch Property Owners Summary of Cover

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 and at any mid-term adjustment 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 will be Arch Insurance (UK) Limited, Registered office:

4th Floor,
10 Fenchurch Avenue,
London,
EC3M 5BN.

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.

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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 ARAG Legal Expenses Insurance Company Limited (ARAG).

Important information: Please do not ask for help from a lawyer, accountant or anyone else before ARAG 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 ARAG on 0370 755 3111 available 24 hours a day, 7 days a week. Give Your ARAG policy number **TS5/4221843** and You'll be asked about Your claim.

ARAG 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. ARAG' claims handlers can answer any questions You may have when they receive Your claim.

Alternatively You can visit claims.araginsurance.co.uk.

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.com

or call **0345 258 3880.**

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

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Your Obligations - Applicable to all sections unless stated otherwise – please 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.

- Felt Roof
- Photovoltaic and Solar Panels
- Statutory Requirements and Manufacturers' Recommendations
- Unoccupancy

You must comply with all the requirements as specified in the policy.

General Exclusions - Applicable to all sections unless stated otherwise – please refer to your Policy document

- Asbestos;
- Cyber (not applicable to Equipment Breakdown Section);
- 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;
- Other Insurance (not applicable to Legal Expenses Section);
- Premium Payment;
- Silica;
- Sonic Bangs;
- Terrorism; (except Terrorism section which contains specific terms)
- War and Government Action.

General Conditions - Applicable to all sections – please refer to your Policy document

Below is a summary of the main General Conditions, please see the Policy for full details:

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.

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;

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- You must tell 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.

Other General Conditions included are:

- Cancellation by You, Us and about refund of premium, if any.
- Choice of Law and Jurisdiction.
- Claims Conditions: Our Rights.
- Contracts (Rights of Third Parties) Act.
- Fair Presentation.
- Fraud.
- Language.
- Non-assignment.
- Reasonable Precautions.
- Sanctions.
- Sanctions and Financial Crime Documentation.
- Subjectivity.
- Value Added Tax.

Please see Policy for full details.

Property (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; You voluntarily parting with any Property or rights to Property if induced to do so by any false pretence; and/or theft or attempted theft of moveable property in the open or in open sided buildings.

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- 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 of damage to that portion of the property insured: undergoing a process involving the application of heat; and/or 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, strikes, locked out workers, labour disturbances or malicious persons.
- Felling of trees, Damage to fences, gates or moveable property in open sided buildings connected with storm or falling trees.
- Damage while the premises are unoccupied other than by fire, lightning, explosion, aircraft or earthquake.
- Damage connected with 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 connected with electrical or magnetic disturbance or erasure of electronic readings.
- Damage connected with the solidification of molten material.
- Damage to property which is more specifically insured.
- Damage in respect of money.
- Damage to jewellery.
- Subsidence, landslip or heave that commenced prior to the Period of Insurance; connected with settlement or movement of made up ground, coastal, river erosion, construction, demolition, alteration or structural repair of any Buildings at the Premises; of walls (not otherwise forming part of the structure of a building), gates, fences, pools, yards, car parks, roads, bridges, pavements, walkways, terraces, drives forecourts and similar surfaces, unless the structure of a building insured by this Section is Damaged by the same cause at the same time.
- Damage caused by anyone using any part of the Premises for the manufacture, cultivation, harvest or processing of drugs controlled under the Misuse of Drugs Act 1971 or Misuse of Drugs Regulations 2001.

Property Extensions (subject to any limits indicated, subject to adequate sum insured where applicable)

- Asbestos
- Capital Additions (lesser of £500,000 or 10% of Buildings sum insured in the aggregate)
- Contents (£10,000 aggregate if no other sum insured selected)
- Contractors Interest (for contracts not exceeding £100,000)
- Contract Works (£100,000 in the aggregate)
- Documents and Books (£25,000 in the aggregate)
- Drain Clearance (£25,000 in the aggregate)
- Emergency Services (£10,000 in the aggregate)
- Failure of Tenants Insurance (£500,000)
- Fire Extinguishing Expenses (£10,000 in the aggregate)
- Fly Tipping (£2,500 in the aggregate)
- Gardening Equipment (£10,000 in the aggregate)
- Illegal Cultivation of Drugs
- Inadvertent Failure to Insure (£500,000 for newly acquired buildings and £100,000 for extensions)

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- Landscape Damage (£10,000 in the aggregate)
- Loss Minimisation (£25,000 in the aggregate)
- Loss of Metered Utilities (£25,000 in the aggregate)
- Munitions
- Removal of wasps and bees nests (£1,000 per claim, £5,000 in the aggregate)
- Replacement Locks (£5,000 in the aggregate)
- Residential Loss of Rent and Alternative Accommodation (20% of buildings sum insured)
- Temporary Boarding Up (£5,000 in the aggregate)
- Temporary Removal (£25,000 in the aggregate)
- Trace and Access (£25,000 in the aggregate)
- Tree Felling (£2,500 in the aggregate)
- Unauthorised Use of Utilities (£5,000 in the aggregate)
- Undamaged Property (15% of the cost of reinstating the undamaged item) Underground Services (£25,000 in the aggregate)

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 (subject to any limits indicated):

- Hazardous Substances (£10,000)
- Computer Equipment (£500,000 but reduced to £5,000 if portable) Reinstatement of Data (£50,000) and Increased Cost of Working (£50,000)
- Business Interruption (£100,000)
- Public Authorities/ Law or Ordinance (included within Indemnity Limit in Schedule)
- Expediting Expenses (£20,000)
- Hire of Substitute Item (£10,000)
- Loss of Contents (£10,000)

Equipment Breakdown: Exclusions - Please refer to your Policy document

- 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;
- Loss of service provider

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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.

Includes Additional Increase in Cost of Working (£25,000)

Rental Income: Extension Events (Damage) (subject to any limits indicated)

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 (lesser of £100,000 or 10% of the sum insured in the aggregate)
- Inadvertent Failure to Insure (£100,000 any one premises)
- Property within one mile of the premises (lesser of £50,000 or 10% of the sum insured in the aggregate)
- Loss of Attraction (£100,000 in the aggregate)
- Delay in lease negotiation due to Loss of Attraction (£50,000 in the aggregate)
- Utilities (lesser of £50,000 or 10% of the sum insured in the aggregate)

Rental: Extension Events (Non-Damage) (subject to any limits indicated)

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

- Disease, Infestation and Defective Sanitation (lesser of £100,000 or 10% of the sum insured in the aggregate)
- Local Emergency (lesser of £50,000 or 10% of the sum insured in the aggregate)

Liability (The Employers' Liability and Property Owners Liability Sections are sub-Sections of the Liability Section. Each is only operative if specified in the Schedule.)

Liability Extensions

The following extensions apply to the Employers' Liability and Property Owners Liability (subject to any limits indicated):

- Court Attendance (directors/partners - £750 per day, Your Employees - £250 per day)
- Cross Liabilities
- Cyber (for injury claims)
- Indemnity to Others

Employers' Liability

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 Indemnity Limit (subject to any limits indicated).

Cover includes:

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

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Employers' Liability Exclusions - Please refer to your Policy document

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

- Motor Liability
- Overseas Actions
- Overseas Subsidiaries, Branches and Representatives
- Statutory Liabilities

Property Owners Liability

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 (subject to any limits indicated):

- Contingent Motor
- Data Protection Legislation (£250,000 in the aggregate)
- Defective Premises Act liability
- Employee and Visitor Belongings (£5,000 in the aggregate)
- Leased or Rented Premises
- Overseas Personal Liability
- Terrorism (injury only and lesser of £2,000,000 or the Indemnity Limit)

Property Owners Liability Exclusions - Please refer to your Policy document

- Aircraft, Watercraft and Mechanically Propelled Vehicles
- Contractual Liability
- Custody and Control
- Defects in Land
- Injury to an Employee
- Financial Loss
- Overseas Subsidiaries, Branches and Representatives
- Pollution occurring:
  1. in the USA or Canada entirely, and
  2. elsewhere unless caused by a specific, sudden, identifiable, unintended and unexpected incident
- Products Supplied
- Professional Advice and Services
- Property Being Worked Upon

Legal Expenses (only operative if specified in the schedule)

Insured by ARAG Legal Expenses Insurance Company Limited (ARAG)

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 including VAT)
- Debt recovery (minimum amount in dispute £200 including VAT)
- Property protection

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- Personal injury
- Tax protection
- Tenancy disputes
- Crisis containment (up to £25,000)
- Employment restrictive covenants
    - Pursuit of a breach of covenant
    - Business Defence
- Let Property Disputes
    - Tenancy Disputes
    - Repossession
    - Rent Recovery
    - Property Damage
    - Nuisance
    - Eviction of Squatters

Cover under this section also includes access to:

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

Please refer to the Legal Expenses Section of Your policy for details. ARAG will appoint a preferred lawyer or other professional for you. Unless ARAG 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

- Late reported claims
- Costs We have not agreed
- Court awards and fines
- Legal action We have not agreed
- Intellectual property rights
- Wilful acts
- Franchise or agency agreements
- A dispute with ARAG
- Shareholding or partnership disputes
- Judicial review, coroner's inquest or fatal accident inquiry
- Bankruptcy
- Defamation
- Litigant in person

Terrorism (only operative if specified in the schedule)

This section covers damage to material property and rental income caused by acts of terrorism up to the relevant Sum Insured for those sections including any extensions but not Loss of Attraction, Property within One Mile of the Premises or Utilities (which have their own limits/cover within the Terrorism Section).

Terrorism Extensions (subject to any limits indicated)

- Brand rehabilitation costs following damage to property at or within 1 mile of premises (lesser of £500,000 or 10% of the sum insured)
- Claims preparation costs in relation to specified claims (lesser of £50,000 or 10% per claim, up to £100,000 in the aggregate)
- Court Attendance (£50,000 in the aggregate)
- Damage to property of Tenants' Telecommunications Supplier (lesser of £2,500,000 or 10% of the sum insured in the aggregate)

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- Damage to property of Tenants' Utility Supplier (lesser of £2,500,000 or 10% of the sum insured in the aggregate)
- Looting
- Loss of Attraction (lesser of £1,000,000 or 20% of the sum insured in the aggregate)
- Pollution/Contamination Clean Up (£2,500,000 in the aggregate)
- Prevention of Access (lesser of £2,500,000 or 20% of the sum insured in the aggregate)
- Threat or Hoax (lesser of £1,000,000 or 20% of the sum insured in the aggregate)

Terrorism Exceptions - Please refer to your Policy document

- Chemical and Biological Emissions
- Confiscation, Seizure, Illegal Trade
- Cyber
- Land and Land Values
- Malicious Persons
- Microorganisms
- Nuclear Risk
- Pollution
- Prevention or Control of Terrorism
- Unexplained loss
- Weapons

Engineering Inspection (only operative if specified in the schedule)

This Section does not provide insurance cover.

Carried out by HSB Engineering Insurance Services Limited.

Provides a thorough examination of plant in accordance with the requirements of such statutory regulations as apply to Plant.

A written report is produced.

Please refer to your Policy document for full details.

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How to Complain

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

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. We are committed to providing the highest standard of service at all times.

If You have cause to make a complaint, You can do so at any time by following the steps outlined below.

How to make a complaint to Arch

You can contact Us at:

Email: complaints@archinsurance.com

Call: 0333 207 2268 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Complaints Manager
Arch Insurance (UK) Limited
4th Floor, 10 Fenchurch Avenue
London EC3M 5BN

Web: https://insurance.archgroup.com/divisions/international/consumer-complaint/

How to make a complaint to ARAG

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

Email: customer-relations@arag.co.uk

Call: 0344 893 9013 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Customer Relations Department
ARAG Legal Expenses Insurance Company Limited
Unit 4a, Greenway Court
Bedwas, Caerphilly CF83 8DW

Web: www.arag.co.uk/complaints

How to make a complaint to HSB

For complaints relating to the Engineering Inspection Section, please contact:

Email: complaints@hsbeil.com

Call: 0330 100 3433 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: Customer Relations Department
HSB Engineering Insurance Services Limited
Chancery Place, 50 Brown Street
Manchester M2 2JT

Web: www.munichre.com/hsbeil/en/contact/inspection-service-complaints.html

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If We have not resolved Your complaint

If Arch, ARAG or HSB do not succeed in resolving your complaint, or if You have not received a final response, within 8 weeks of the complaint being made, You may have the right to refer Your compliant to the Financial Ombudsman Service (FOS). You must do this within 6 months of receiving Our final response letter.

If You do not refer your complaint in time, the Ombudsman will not have Our permission to consider Your complaint. They will only be able to do so in very limited circumstances, for example, if they believe that the delay was a result of exceptional circumstances.

Contact details for the Financial Ombudsman Service (FOS) are:

Call:	0800 023 4567	(calls to this number are free from "fixed lines" in the UK)
or	0300 123 9123	(calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)
Post:	**The Financial Ombudsman Service** Exchange Tower London E14 9SR	
Web:	www.financial-ombudsman.org.uk/make-complaint	

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.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.

Call: 020 7741 4100 or 0800 678 1100 (calls to this number are free from "fixed lines" in the UK)

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

Arch UK Regional Division

Arch Insurance (UK) Limited, 4th Floor, 10 Fenchurch Avenue, London EC3M 5BN – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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