





# **Arch Residential 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, 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 covers, features and exceptions as 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 owners of residential property. 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 owners of residential property 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.



# **Property Damage - Contents - Core Cover**

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

Cover for Contents is on a fire and perils basis

#### Cover includes:

- Landlords contents/communal parts
- Capital additions
- Day one uplift
- Inadvertent failure to insure
- Non-invalidation
- Loss of rent and alternative accommodation

#### Optional covers:

- Accidental damage
- Malicious damage by tenants
- Residential contents
- 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 of 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,
- 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

# **Landlords' 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 (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
- Let property disputes

#### **Optional Extension**

Rent arrears

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 preferred 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
- Rent arrears (if selected) maximum of 12 months unpaid rent in total (or any shorter period specified under the policy), for any one claim.
- Rent arrears (if selected) there is no cover for rent arrears which accrue in any period during which court action for possession of the property is not possible because of legislation, or government or court guidance or rules

# **Extended Loss of Rental Income Section – Optional 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



# **Engineering Inspection Section – Optional Cover**

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

- Carried out by HSB Engineering Insurance Services Ltd
- Provides a thorough examination of plant in accordance with the requirements of applicable statutory regulations
- Provides a written report

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

- Inspections to take place during normal working hours
- Covers only plant specified in the schedule

# **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 TS5/4221843 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 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, 60 Great Tower Street, London EC3R 5AZ complaints@archinsurance.co.uk

For complaints relating to the Landlord's Legal Expenses and Rent Indemnity 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

Phone: 0344 893 9013

Online: Complete a complaint form at 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

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

# **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



#### **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.

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.

Residential Property Owners – Policy Summary 4650A-SOC-INS-2021 v1.0