

## Property Owners Insurance - Policy Summary

**This summary contains limited information and does not form part of the policy. For the full terms, conditions, limitations, warranties and exclusions please refer to the policy documents. A copy policy is available on request. Unless otherwise stated in the schedule, policies are valid for 12 months and are renewable annually. You may need to review and update the cover periodically to ensure it remains adequate.**

Manxcover is a trading name of Blackford & Company Insurance Brokers Ltd who are registered with the Isle of Man Financial Services Authority as an insurance intermediary in respect of General Business. Underwritten by Arch Insurance (UK) Limited. Registered in England and Wales No 4977362. 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. Financial Conduct Authority register number 229887

Significant Features and Benefits	Significant and Unusual Exclusions or Limitations
<p><b>Section 1 – Property Damage</b> (if selected) Covers damage to your buildings (including fixed plain plate glass and sanitary fittings) and contents (if selected) caused by the following perils:</p> <p>Fire, Lightning, Aircraft, Explosion, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water, Impact, Sprinkler Leakage, Theft, Subsidence, Accidental Damage.</p> <p>Damage to decorated glass or alarm foils up to £500.</p> <p>Inflation Protection (Day One basis of cover).</p> <p>Trace and access up to £25,000</p> <p>Unauthorised use of utilities up to £25,000</p> <p>Capital Additions up to 10% of buildings (up to maximum of £250,000) &amp; new acquisitions up to £500,000.</p> <p>Damage to services extending to the public mains.</p> <p>Additional costs in complying with Public Authority requirements (up to maximum of £250,000).</p> <p>Inadvertent omission to insure – limit £500,000. Lessee failure to insure – limit £500,000.</p> <p>Rent of residential property – up to 20% of building sum insured.</p>	<p>The excess shown in the schedule.</p> <p>Damage to buildings not of Standard Construction (as defined in the policy) unless declared and accepted by insurers</p> <p>Damage caused by storm or flood to fences and gates unless caused by falling trees.</p> <p>Damage to stained or curved glass or any glass other than plain plate covered if notified to and accepted by insurers.</p> <p>Subsidence caused by new structures bedding down or made-up ground settling.</p> <p>Empty buildings condition applies.</p> <p>Damage caused by wear and tear, gradual deterioration, faulty or defective design.</p> <p>Damage caused by mechanical or electrical breakdown or derangement.</p> <p>Pollution or contamination other than caused by a sudden identifiable unintended and unexpected cause.</p> <p>Malicious damage caused by tenants and clean-up costs for cultivation of illegal drugs, unless you have complied with inspection and tenant vetting requirements.</p>
<p><b>Section 2 – Loss of Rental Income</b> (if selected) Financial compensation for loss of rent receivable following interruption to the business as a result of an insured loss under Section 1 caused by the following optional perils:</p> <p>Fire, Lightning, Aircraft, Explosion, Earthquake, Riot, Malicious Damage, Storm, Flood, Escape of Water, Impact, Sprinkler Leakage, Theft, Subsidence, Accidental Damage.</p> <p>Automatic 100% uplift of the rent receivable sum insured to allow for mid-term rent reviews. Advance rent receivable for new developments. Inadvertent omission to insure – limit £250,000.</p>	<p>Losses excluded under the Property Damage section.</p> <p>Loss caused by the deliberate act of a utility supplier.</p>

Significant Features and Benefits	Significant and unusual Exclusions or Limitations
<p><b>Section 2 – Loss of Rental Income</b> (continued) Extensions for failure of supply, infectious diseases, prevention of access – limits £100,000.</p> <p>Loss of investment income for late payment of rent as a result of damage.</p> <p>Loss of rent due to damage at managing agents' premises – limit 10% or £100,000 whichever is less.</p>	
<p><b>Section 3 – Terrorism</b> (if selected) Extension of cover for Sections 1 and 2.</p> <p>Damage or loss to items insured under Sections 1 and 2 caused by acts of Terrorism or Sabotage in England, Wales or Scotland.</p>	<p>Terms, conditions and exclusions of Section 1 and 2 will apply. Terrorism cover cannot be purchased selectively. If Terrorism cover is required it must apply to all insured property.</p> <p>No cover for threat or hoax or for damage due to any hacking, electronic, nuclear, radiological, chemical or biological cause.</p> <p>72-hour single event clause applicable.</p>
<p><b>Section 4 – Employers' Liability</b> (if selected) Your legal liability for damages and legal costs in respect of bodily injury, death, disease, illness or nervous shock to employees during their employment.</p> <p>Limit of Indemnity up to £10,000,000.</p> <p>Covers employees temporarily working overseas.</p> <p>Legal costs for defending prosecutions under health and safety legislation.</p>	<p>Work undertaken offshore.</p> <p>Cover where compulsory insurance is required under Road Traffic Acts legislation.</p> <p>Cover for acts of Terrorism limited to £5,000,000.</p> <p>Limit of £5,000,000 in respect of claims arising from asbestos.</p> <p>Compensation under the Corporate Manslaughter and Corporate Homicide Act limited to £5,000,000.</p>
<p><b>Section 5 – Property Owners' Public and Products Liability</b> (if selected) Your legal liability for damages and legal costs in respect of accidental bodily injury, death, disease, illness or nervous shock to any person, damage to third party property, obstruction, trespass or nuisance, wrongful arrest or detention.</p> <p>Legal costs for defending prosecutions under health and safety legislation.</p> <p>Liability incurred in connection with the Defective Premises Act, Data Protection Act (limit of £250,000), Consumer Protection Act and Food Safety Act legislation.</p> <p>Libel and Slander extension – limit £250,000.</p> <p>Legionellosis liability extension – limit £1,000,000.</p> <p>Contingent Motor Liability cover.</p>	<p>Work undertaken offshore.</p> <p>Public Liability arising from professional advice given.</p> <p>Pollution or contamination covered if caused by a sudden and identifiable incident.</p> <p>Loss arising from asbestos.</p> <p>Liability for injury to employees.</p> <p>Punitive damages awarded by any Court of Law.</p> <p>First £250 for each Property Damage claim.</p> <p>Libel and Slander extension applies solely to in-house and trade publications.</p> <p>Compensation under the Corporate Manslaughter and Corporate Homicide Act limited to £5,000,000.</p>

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For full terms, conditions, limitations, warranties and exclusions please read the policy document. You may have to pay the first amount of any claim under certain Sections - the excess. The amount is shown in the schedule. If you do not comply with the terms of the Policy, any claim you make may only be partially settled or may be declined.

### **Territory of cover**

The policy applies to premises located on the Isle of Man. Geographical area of cover varies between policy sections and you should check the policy wording for full details.

### **'Average'**

The policy contains an Average clause. This means that if at the time of any loss or damage the value of the Property Insured is greater than its Sum Insured, You shall be considered as being Your own insurer for the difference.

Example: If at the time of a loss the Sum Insured is only half of the amount required to fully cover all the Property, then We will only pay up to half of the claim, less any excess applicable. Sums insured must be enough to fully cover all the Property, throughout the life of the Policy including after each renewal. Otherwise a claim payment may be reduced by the application of Average.

Please consider taking professional advice to help you set adequate sums insured, e.g. from a surveyor in respect of buildings insurance.

### **Choice of law**

Disputes arising out of or in connection with this Policy shall be subject to the jurisdiction of the Courts of England and Wales, unless You are a resident of the Isle of Man at the start or renewal of the contract, in which case Manx law will apply.

### **Your obligations**

You must

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

Please refer to your policy document for full details

### **Paying the premium**

Please contact Blackford & Company Insurance Brokers Ltd for information on how you can pay your premium.

### **Claims should be notified to -**

Lucas Claims Solutions

Telephone: 0345 258 7170

Email: commercial@archinsurance.co.uk

### **Complaints**

If you wish to complain about the way your policy was sold, contact Blackford & Company Insurance Brokers Ltd.

If you wish to complain about the cover or a claim, please contact:-

The Complaints Officer  
Arch Insurance (UK) Ltd  
5<sup>th</sup> Floor, Plantation Place South  
60 Great Tower Street  
London EC3R 5AZ

Please quote your policy number in all correspondence.

If you remain dissatisfied then you may be able to refer your complaint to  
The Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephone: 08000 234 567.

Email: [complaint-info@financial-ombudsman.org.uk](mailto:complaint-info@financial-ombudsman.org.uk)

### **Cancellation of this policy**

You can cancel this insurance at any time by writing to Your broker and returning Your certificate of Employers' Liability insurance (if one has been issued to You). We will return part of the premium proportionate to the unexpired Period of Insurance, provided that no claims have been paid or are outstanding for the current Period of Insurance and there has been no breach of any Policy conditions. If there has been a claim, paid or outstanding, or breach of any Policy condition, we will not refund any premium.

### **Financial Services Compensation Scheme**

Arch Insurance (UK) Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, St Botolph Street, London EC3A 7QU  
Tel: 0800 678 1100 or visit [www.fscs.org.uk](http://www.fscs.org.uk).