



Complete

Property Owner & Flatowner

Policy Summary

Allianz Insurance plc | Commercial

Allianz 

Policy Summary

keyfacts®

This is a Policy Summary only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What are Complete Property Owner and Complete Flatowner?

The Complete Property Owner and Complete Flatowner products are designed to cover the assets, legal liabilities and earnings of your business. They are underwritten by Allianz Insurance plc.

Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day cancellation period and receive a return of any premiums paid, less an administration charge and an amount representing the cover you have received to date.

This is subject to certain terms, full details of which can be found in the policy wording, a copy of which is available on request.

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Allianz Insurance plc,
57 Ladymead,
Guildford, Surrey,
GU1 1DB.

Alternatively phone: 01483 552438

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

Full details of our complaints procedure will be found in your policy documentation.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Would I receive compensation if Allianz were unable to meet its liabilities?

In the event that Allianz is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. Full details are shown in the policy wording a copy of which is available on request.

Policy Duration

The policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

Core Covers

Property Damage – Policy Section 1

Significant Features and Benefits

Covers loss or damage caused by the following:

- Fire, Lightning and Explosion, Aircraft, Riot, Civil Commotion or malicious damage, Earthquake, Subterranean fire
- Storm, tempest or flood, Escape of water from tanks, apparatus or pipes, Impact by vehicles or animals, Sprinkler leakage
- Theft or attempted theft following forcible and violent entry to or exit from your premises
- Accidental damage
- Subsidence

Automatic reinstatement of loss – sums insured are not reduced following a claim subject to payment of the appropriate additional premium

Inflation provision – index linking and Day one reinstatement provides automatic inflation protection

Public authorities – costs incurred in rebuilding or repair to a standard required by the authorities

Alterations and additions – automatic cover up to 10% of the sum insured or £250,000 whichever is the less

Professional fees – covers the cost of architects, surveyors legal and consulting engineers fees

Removal of debris costs – up to £2,500 any one claim

Alternative Residential Accommodation – where the building is unfit for occupation up to 20% of the buildings sum insured

Fixed glass – cost of temporary boarding up

Metered supplies – covers additional supply charges due to damage – see policy for limit

Trace and access – costs of locating source of escape of water or fuel oil and repair costs – see policy for limit

Landscaped grounds – covers damage to grounds resulting from damage to the buildings – see policy for limit

Contracting purchasers – your interest and that of the purchaser is protected during sale until purchase completion

Unauthorised use of supplies – covers the unauthorised use of metered supply – see policy for limit

Freeholders, Lessors and Mortgagees – protection for any act, omission, alteration or neglect by a leaseholder, lessee or mortgagor which increases the risk of damage

Significant Exclusions or Limitations

- explosion due to bursting of non domestic steam boilers, or other steam apparatus
- storm, theft, accidental/malicious damage, burst pipes, or sprinkler leakage in any unoccupied building
- theft of contents not involving forcible and violent entry to or exit from the premises, or to items in gardens or landscaped areas
- storm, tempest or flood to fences, gates and property in the open
- damage due to terrorism (see Additional Information)
- damage to and arising from mobile phone masts
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- faulty or defective design workmanship or materials
- changes in water table level
- pollution or contamination
- Subsidence cover excludes
 - damage to surfaced areas, walls, gates and fences, unless the building is also damaged
 - the settlement or movement of made up ground
 - coastal or river erosion
 - defective design or workmanship or the use of defective materials
 - damage which commenced prior to inception of this cover
 - damage as a result of demolition, excavation or other building work
- £250 excess applies (subsidence – £1,000)
- damage to paintings, prints and works of art limited to £5000 any one item

Conditions – Unoccupied Buildings

Unoccupied buildings are not insured unless they are notified to us and we agree to continue cover.

If we agree to continue cover, mains services must be switched off and water system drained other than in respect of security or fire alarms or sprinkler systems. The property must be inspected internally and externally weekly (with records kept), defects in security and maintenance rectified and any accumulations of combustible materials removed. You must also comply with security level requirements and ensure that the property is secured against unlawful entry and that all security protections are put into effect.

Felt Roof Condition

You must ensure that any felt roof over seven years old is inspected annually and any remedial work required completed.

Property Owners Liability – Policy Section 3

Significant Features and Benefits

Covers legal liability to third parties for accidental injury or damage up to £2million any one claim

Cover includes the legal liabilities of:

- Members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Your partners, directors or employees
- Anyone you are carrying out work for under any contract in respect of that work

Joint insured – if more than one party is named as the Insured the policy will cover them separately subject to the overall policy limit

Overseas personal liability – covers a temporary visit to any other country made in connection with the business

Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions

Motor contingent liability – indemnifies you against liability for vehicles not owned or provided by you in connection with the business

Data Protection Act Cover – provides protection up to a limit of £100,000 in any one period of insurance

Defective Premises Act 1972 – protects you from potential liabilities for defects in properties let, sold or disposed of by you

Consumer protection and food safety acts legal defence costs – covers cost of defence of criminal proceedings

Court attendance – covers attendance as a witness in connection with the defence of a claim. Limits are:

- £250 for each days attendance for partners and directors
- £150 for each days attendance for an employee

Legionellosis – covers your liability up to a limit of £500,000 due to escape of legionella from water systems

Significant Exclusions or Limitations

- injury to any employee
- loss of or damage to property belonging to you or in your charge or control
- liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or rectifying faulty work
- liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer or any water craft or aircraft
- liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee
- in respect of liability arising from products which attaches solely under the terms of an agreement
- injury, loss or damage arising from manual work carried out away from the premises, or outside of the EU
- loss or damage to contract works undertaken under a contract or under JCT Clause 21.2.1
- any liability in respect of pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident
- fines, penalties or liquidated, aggravated, punitive or exemplary damages
- liability arising out of the operation of a sling or cradle
- occupiers liability arising from residential accommodation caused by a resident
- £250 third party property damage excess

Conditions

Bona Fide Subcontractors

You must ensure that any bona fide sub contractors used by you have Employers Liability and Public Liability insurance in force, with a minimum Limit of Indemnity of £2M for Public Liability. If you fail to comply your policy may not operate.

Legal Expenses – Policy Section 5

Significant Features and Benefits

Basic cover provides you with the legal advice and protection from the professional costs and expenses of legal actions which may arise including:

- Legal advice help line – access to Lawphone which provides advice on all business related legal matters
- Prosecution defence – covers costs up to £50,000 for defending your legal rights after an event which arises out of your business activities and results in criminal proceedings. You are responsible for 10% of all unrecovered costs
- Property – covers the costs up to £50,000 of taking legal action relating to damage to your business premises. You are responsible for 10% of all unrecovered costs.
- Jury service – provides up to £100 per day for a maximum of 20 days to cover any shortfall in your salary or wages as a result of attending jury service

Cover can also be extended to include the following:

- Employment contract – covers the cost up to £50,000 of defending disputes relating to contracts for full or permanent part time employment. Cover includes any resulting award a court or tribunal orders you to pay up to £25,000. You are responsible for 10% of all unrecovered costs.
- Commercial tenancy disputes – costs up to £50,000 in taking legal action over the agreement under which you let property to the tenant of non residential property. You are responsible for 10% of all unrecovered costs
- Tax and VAT – covers the costs up to £25,000 of an appeal against the Inland Revenue or HM Customs following an in-depth investigation into your most recent PAYE, business tax or VAT accounts. You are responsible for 10% of all unrecovered costs.
- Licence protection – costs up to £50,000 of defending the withdrawal, restriction or suspension of your business licence. You are responsible for 10% of all unrecovered costs.
- Personal injury – covers costs up to £50,000 of taking legal action against another person who causes death or bodily injury to you

Significant Exclusions or Limitations

Employment contract cover exclusions

- disputes which occur within the first 3 months of inception of this cover
- disputes with an employee who was subject to a warning in the 6 months preceding the inception of this cover
- disputes over redundancy
- any dispute that you have not discussed with Lawphone before you take any action
- disputes involving sub-contracting or contracts for services with self-employed persons

Property cover exclusions

- claims relating to mining or subsidence
- property damage arising out of a contract you have with another person or organisation

Prosecution Defence cover exclusions

- allegations of dishonesty or intentional violence

Tax and VAT cover exclusions

- costs involving the normal reconciliation of your accounts and VAT returns
- allegations of criminal activities by the Insured
- representations during an in-depth investigation
- anything to do with an investigation by the Inland Revenue Special Investigation Section or Special Compliance Office
- anything to do with an investigation which started before inception of cover
- where your accounts or returns have only been investigated because earlier accounts have been investigated

License Protection cover exclusions

- hearings arising out of any commercial decision made by you
- the first application for, or standard renewal of the license
- anything to do with drug offences or under age drinking

Personal injury cover exclusions

- personal injury disputes between you and any employee(s)

Exclusions applicable to all covers

- disputes over rent, business rates or service charges
- any injury, damage, prosecution or appeal relating to owning or using a motor vehicle
- any fines or penalties
- any application for a judicial review
- disputes relating to share rights
- anything relating to franchise or distribution agreements
- costs we have not agreed in writing
- costs paid directly to the legal representative or anyone else without our permission
- VAT which can be recovered from elsewhere
- disputes or claims arising from the deliberate, conscious, intentional or careless disregard by you of the need to take all reasonable steps to avoid, prevent and limit any such dispute or claim
- any pollution incident

Optional Covers

Loss of Rent – Policy Section 2

Significant Features and Benefits

Covers loss of rental income following damage to the buildings or contents by any cause covered by the Property damage section

Option of 12, 24, 36, 48 or 60 months indemnity period

Supply undertakings – covers failure in supply of water, gas, electricity or telecommunications following damage to premises

Denial of access – damage to property in the vicinity of the premises that hinders the use or access to the premises

Accountants charges incurred in connection with a claim

Managing agents premises – covers up to £10,000 for loss to your business as a result of damage at the premises of the managing agent

Specified Illnesses – loss due to any Specified Illness at the Premises, the discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness, any occurrence of Legionellosis at the premises and the discovery of vermin, pests or defects in the drains at the premises which cause restrictions by order of the local authority. A limit of £25,000 applies due to costs incurred in cleaning and decontamination

Rent reviews – covers an increase in rental income for up to 20% of the sum insured following a rent review

Alterations and additions – covers increase in rental income up to £50,000

Significant Exclusions or Limitations

- exclusions as shown under the Property Damage section

Employers Liability – Policy Section 4

Significant Features and Benefits

Covers your legal liability to insure your employees for death or injury happening in the course of their employment with you up to £10 million any one claim

Cover extends to include:

- Members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Your partners, directors or employees
- Anyone for whom you are carrying out work under any contract

Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions

Court attendance compensation – covers attendance as a witness in connection with the defence of a claim. Limits are:

- £250 for each days attendance for partners and directors
- £150 for each days attendance for an employee

Significant Exclusions or Limitations

- work on an offshore installation or travel to or from
- liability arising out of the operation of a sling or cradle
- injury to any employee where motor insurance is required by law

Policy Exclusions *(Policy pages 8 – 9)*

- War and similar risks
- Any claim arising outside of the UK
- Radioactive contamination
- Riot and civil commotion in Northern Ireland
- Computer hardware or software damaged by programming or operator error, virus or similar mechanism, hacking or malicious persons
- Failure of computers or other equipment to correctly recognise any date
- Terrorism except for:
 - Employers Liability where cover is limited to £5M
 - Public and Products Liability where a limit of £5M will apply unless a lower Limit of Indemnity is shown in the policy schedule
- Changes in the water table level

Notifying a Claim

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should notify your insurance adviser (or alternatively you can contact us at one of our claims handling offices):
 - promptly, if an incident occurs that may lead to you making a claim
 - immediately, in the event of a serious accident, loss or damage
 - please provide your policy number and as much information as possible about the claim

Legal Expenses Claims

If you need to make a claim under this section the following claims handling office should be used:

Allianz Legal Protection

Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol BS32 4QW
Tel: 0870 241 4140

Lines are open Monday to Friday.

You will be asked for the Master Policy Number shown in your Policy Wording and a brief summary of the problem.

Allianz Claims Handling Offices

Birmingham

PO Box 11309
Birmingham, B37 7WZ
Tel: 0845 071 5151

Bristol

PO Box 2198
Bristol, BS99 7LH
Tel: 0845 071 2121

Glasgow

PO Box 26725
Glasgow, G2 5YB
Tel: 0845 071 2727

Leeds

PO Box 564
Leeds, LS1 4WJ
Tel: 0845 071 0347

Manchester

PO Box 4116
Manchester, M60 3YE
Tel: 0845 071 0340

Milton Keynes

PO Box 5525
Milton Keynes, MK9 2XR
Tel: 0845 071 0335

Woking

PO Box 952
Woking GU21 6XQ
Tel: 0845 071 9191

Lines are open Monday to Friday.

Additional Information

Please Read the Policy

Please read the policy and the policy schedule carefully and make sure that it meets your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to change anything or if there is anything you do not understand please notify your insurance adviser or the Allianz office that issued your policy. If you fail to notify us of any changes you require, your policy may not operate or not operate fully.

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the insured persons to such information being processed by us and that this fact is made known to the insured persons.

We may share your details with other companies within the Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you.

If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Survey and Risk Improvement Condition

If the policy has been issued or renewed subject to us carrying out a survey then it will be a condition of the policy that you must comply with all risk improvements required by us within timescales specified by us. We reserve the right to amend the terms and conditions of cover if you do not comply with this condition.

Terrorism Cover

In addition to the cover automatically provided, the policy (except for Legal Expenses – Section 5) can be extended to provide Terrorism cover for an additional charge. For further information contact your insurance adviser.

Policy Limits

Higher limits may be available on request. Please ask your insurance adviser for details.

www.allianz.co.uk

Allianz Insurance plc. Registered in England number 84638
Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.
Allianz Insurance is authorised and regulated by the Financial Services Authority. Our registration number is 121849.
This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234