

Allianz Insurance plc

Complete Property Owner & Flatowner

Policy Details (including Policy
Summary pages 1-10)



Allianz 

Policy Summary

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

What is 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. It is underwritten by Allianz Insurance plc (Allianz).

What is the policy duration?

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

Will I have any cancellation rights?

You have a right to cancel the policy within a 14 day period and receive a return of premium paid, less an administration charge of £25 and an amount representing the cover you have received to date.

This is subject to certain terms and conditions, full details of which can be found in the policy wording.

How do I make a complaint?

We aim to get it right, first time every time. If we make a mistake we will try to put it right promptly.

We will always confirm to you receipt of your complaint within 5 working days and do our best to resolve it within 4 weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within 8 weeks we will provide you with information about the Financial Ombudsman Service.

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

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: **01483 552438**

Fax number: **01483 790538**

Email: accsm@allianz.co.uk

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. Further details are shown in the policy wording.

How do I make a claim?

If you need to claim, your dedicated claims handler will help and guide you through the process.

You can notify us of a claim by:

Telephone: **08448 710 789**

Our claims helpline is available 24 hours a day, 7 days a week.

Post: Claims Division
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

Please have your policy number to hand and as much information about the claim as possible. For further information please see page 11.

Please read the policy

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions.

If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

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 (if selected)
- Subsidence (if selected)

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 20% of the sum insured or £500,000 whichever is the less

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

Removal of debris costs – up to £5,000 any one claim (contents)

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 – up to £5,000 any one claim, £10,000 any one period of insurance

Trace and access – costs of locating source of escape of water or fuel oil and repair costs – up to £25,000 any one Period of Insurance

Landscaped grounds – covers damage to grounds resulting from damage to the buildings – up to £10,000 any one period of insurance

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 – up to £5,000 any one claim

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
- 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
- excess as shown in Schedule
- 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 Damage – Policy Section 1 (continued)

Significant Features and Benefits

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

Contractors Interest – up to £100,000 any one contract

Contract Works – up to £100,000 any one contract

Significant Exclusions or Limitations

Property Owners Liability – Policy Section 3

Significant Features and Benefits

Covers legal liability to third parties for accidental injury or damage, limit of indemnity as shown in schedule

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:

- £500 for each days attendance for partners and directors
- £250 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 6.5.1
- 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.

Commercial Legal Expenses – Policy Section 6

Commercial Legal Expenses is a 'claims made' cover section, which means that claims must be initially notified to the insurers during the period of insurance.

Significant Features and Benefits

1 Employment Defence and Awards of Compensation

You have cover of up to £100,000 for any one claim in respect of your legal costs to:

- defend disputes at an Employment Tribunal
- pay Basic and Compensatory awards
- pursue a previous employee to recover possession of premises belonging to you
- pursue a previous employee following a breach of an express restrictive covenant

2 Taxation Proceedings

You have cover of up to £100,000 (apart from a business self assessment Aspect enquiry where the most we will pay is £2,000) for any one claim in respect of your professional fees and costs to represent you in:

- a business self assessment Full or Aspect Enquiry by HM Revenue & Customs
- an Employer Compliance Dispute with HM Revenue & Customs into your PAYE, National Insurance Contributions or Construction Industry Scheme affairs
- a VAT dispute with HM Revenue & Customs following a written decision, assessment or statement of alleged VAT arrears or a written notice of VAT default surcharge

3 Criminal Prosecution Defence

You have cover of up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event which arises out of your normal business activities and results in criminal proceedings against you

4 Damage to Premises

You have cover of up to £100,000 for any one claim in respect of your legal costs if legal action is taken in a dispute relating to physical damage caused to your business premises, which results in proven financial loss to you

Significant Exclusions or Limitations

- Any claim arising from disciplinary action against an employee, or change to an employee's contract of employment, where you have not sought and followed the advice of the Lawphone Legal Helpline before making the change to the employee's contract or before taking any action which leads to the giving of a formal warning or dismissal of an employee
- Any incident giving rise to a claim must occur at least three months after the start of the first period of insurance
- Any dispute with an employee who was subject to a written or verbal warning in the six months before the start of the first period of insurance
- Any costs arising out of an internal disciplinary hearing or grievance
- Any claim relating to a breach of an express restrictive covenant where the employee was working his or her notice period before the inception of this cover
- An excess of £200 in respect of a business self assessment Aspect enquiry by HM Revenue & Customs
- Any IR35 enquiry by HM Revenue & Customs
- Any claims relating to HMRC Specialist Investigations or conducted under the HMRC Civil Investigation of Fraud or Criminal Investigations procedures
- Any claim relating to deliberate, reckless or careless mis-statements by you
- The defence of a prosecution relating to:
 - fraud, theft or other dishonesty; or
 - the ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans; or
 - any investigation by HM Revenue & Customs
- Damage arising out of a contract you have with another person or organisation

Commercial Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits

5 Data Protection

You have cover of up to £100,000 for any one claim in respect of your legal costs to:

- defend you in a civil dispute relating to the Data Protection Act 1998
- appeal against a refusal of an application for registration or alteration of your registered particulars
- appeal against an Enforcement, De-registration or Transfer Prohibition Notice
- pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation

6 Commercial Tenancy Agreement

You have cover of up to £100,000 for any one claim in respect of your legal costs to pursue your legal rights in a dispute relating to your commercial tenancy agreement

It should be noted that this cover Event is not included within the Complete Flatowners product

7 Statutory Licence Appeal

You have cover of up to £100,000 for any one claim in respect of your legal costs to appeal the withdrawal, restriction or suspension of your statutory licence

8 Pension Trustee Defence

You have cover of up to £100,000 for any one claim in respect of your legal costs to defend your legal rights as a trustee of a pension fund set up for the benefit of your employees

9 Employees Civil Defence

You have cover of up to £100,000 for any one claim in respect of your legal costs to defend your employees legal rights, arising out of their work, under legislation for unlawful discrimination

Significant Exclusions or Limitations

- The defence of a criminal prosecution
- Any dispute relating to your failure to register as a Data Controller
- Any disputes relating to rent or service charges, planning or building regulations or decisions
- Any dispute relating to the renewal of a lease or tenancy agreement
- Any dispute relating to the letting of premises for residential purposes
- Any appeal arising out of a hearing resulting from a commercial decision made by you
- Any appeal relating to a statutory licence which had been the subject of an appeal within the 12 months prior to the inception of this cover
- Any disciplinary or internal procedures (or appeals from those procedures) conducted by authorities who regulate you or your employees in the performance of normal activities relating to your business
- Any appeal relating to the first application for or renewal of your statutory licence

Commercial Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits

10 Personal Injury

You have cover of up to £100,000 for any one claim in respect of your legal costs to pursue your legal rights against another party who causes your death or bodily injury whilst you are engaged in your business

11 Jury Service Allowance

You have cover of up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service

12 Contract Disputes – Below Small Claims Limit

Cover of up to £50,000 for any one claim in respect of your legal costs to pursue or defend disputes with a manufacturer or supplier or customer relating to the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service

Additional Services available to all policyholders

Commercial Litigator Service – Contract Disputes above the Small Claims Limit in Great Britain

Access to free legal advice that will assess the merits of your business taking legal action against another person or organisation relating to a contractual dispute (including a professional negligence dispute)

This service will be provided by one of our chosen solicitor firms

Significant Exclusions or Limitations

- Any dispute between you and any of your employees

- The limit is £100 per day

- The amount in dispute must be at least £250
- The legal action must be taken in a Small Claims Court
- Any dispute which occurs in the first three months of the first period of insurance
- Any dispute to do with computers or lease or tenancy agreements
- Any dispute relating to the ownership, possession, hire or use of motor vehicles

- The legal action to pursue the dispute must be able to be taken within Great Britain
- The amount in dispute must be more than the Small Claims Limit in Great Britain
- This service provides up to 7 hours free work to assess your case. If more than 7 hours work is required to complete the assessment, the solicitor will offer to carry out that work at a cost that will be agreed with you before the work is carried out
- If the solicitor needs to incur expenses or other disbursements to provide you with the assessment, you will be responsible for those costs, which will be agreed with you before they are incurred
- This service will not be available in respect of disputes relating to:
 - libel or slander
 - debt recovery
 - employment contracts, partnerships or shareholdings
 - property (including intellectual property)
 - taxation, inheritance or trusts
 - insurance contracts; or
 - situations for which you have already received a legal opinion or taken legal action

Commercial Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits

Undisputed Debt Recovery Service

Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to your business

The service is provided by DWF LLP for undisputed debts within England and Wales, and HBJ Claim Solution solicitors for undisputed debts within Scotland

Additional Benefits available to all policyholders

Lawphone Legal Helpline

Advice on any business related legal matter

Tax Advice Helpline

Advice on any tax matter affecting your business

The advice is provided by Abbey Tax Protection a trading division of Abbey Tax and Consultancy Services Ltd

Allianz Legal Online

Online support to help you produce legal paperwork in connection with your business

Allianz Legal Online is provided by Epoq Legal Ltd

Significant Exclusions or Limitations

- The legal action to recover the debt must be able to be taken within Great Britain
- The amount of the undisputed debt must be at least £250
- We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt
- This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt

- Advice is only available over the telephone
- Advice only relates to your company's legal problems
- Advice will always be in accordance with the laws of England, Wales, Scotland and Northern Ireland

- Advice is only available over the telephone
- No advice is available in respect of tax planning
- Advice will always be in accordance with the taxation laws of England, Wales, Scotland and Northern Ireland

- This service is only available over the internet.
- The legal paperwork and guidance will always be in accordance with the laws of England, Wales, Scotland and Northern Ireland

Limit of Indemnity

- We will pay up to £1,000,000 for all claims first notified to us during the Period of Insurance

General Exclusions and Conditions

- Claims where there are no reasonable prospects of a satisfactory outcome
- Claims that are not reported to us during the period of insurance
- Any legal expenses incurred without our written consent
- At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises that means the legal representative chosen by us cannot act for you. This does not apply to claims where we may be liable to pay Awards of Compensation under Event 1a Employment Defence or Data Protection Compensation Awards under Event 5 Data Protection. In these circumstances we will always choose the legal representative
- If we agree to appoint a legal representative that you choose an excess of £500 will apply

Optional Covers

Loss of Rent – Policy Section 2 (continued)

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, 18, 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 20% of the Rent Sum Insured or £20,000 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 20% of the total sum insured or £50,000, whichever is less

Loss of Attraction – covers up to 5% or £100,000 where damage to property in the vicinity causes a fall in tenants attracted to Premises

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
- our 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:

- £500 for each days attendance for partners and directors
- £250 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

Personal Accident – Policy Section 5

Significant Features and Benefits

Covers you or your partners or working directors against accidents occurring at work or in leisure time (24 hour cover)

A choice of up to three units per person. One unit:

- Accidental Death – £20,000
- Capital Sums – £20,000
- Permanent Total Disablement – £20,000

Compensation payable for permanent total disablement will be in accordance with the scale shown in the policy wording.

Significant Exclusions or Limitations

- motor cycling, winter sports (other than curling or skating) mountaineering or rock climbing (using ropes or guides), pot-holing, caving, any underwater activities using breathing apparatus, combat sports, hunting, riding or driving in any race
- aviation other than as a fare paying passenger
- due to suicide, intentional self injury, insanity or the influence of alcohol or drugs, pregnancy or childbirth, sexually transmitted diseases, HIV including AIDS
- work on an offshore installation or travelling to or from
- see policy wording for event and aircraft accumulation limits

Condition – Age Limitation

The cover will terminate at the end of the insurance period during which the age of 65 is attained.

How to Make a Claim

If you need to claim, your dedicated claims handler will help and guide you through the process.

You can notify us of a claim by:

Telephone: **08448 710 789**

Post: Claims Division
Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

Our claims helpline is available 24 hours a day, 7 days a week.

If you have a Commercial Legal Expenses claim you can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline quoting the Master Policy reference shown in the policy schedule.

For Complete Property Owner Policyholders **0844 873 8256**

For Complete Flatowner Policyholders **0844 873 0246**

Post: The Claims Department
Allianz Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW

Lines are open 24 hours a day, 365 days a year.

Claims Details

Please have the following information available, where possible, when making a claim:

Property Claims

- Your contact information, including address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Location and description of the loss

Injury Claims

- Your contact information, including address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Name and address of injured party
- Description of the injury, where and how it occurred

Commercial Legal Expenses Claims

- Your contact information, including address and telephone numbers
- Master Policy reference shown in the policy schedule
- Brief summary of the problem

What to expect when making a claim

We aim to deal with your claim promptly and fairly. We will update you on the progress of your claim by email, mail or by phone – whichever you prefer.

Depending on the type of claim and value involved, we may:

- forward a claim form for you to complete and sign
- ask you for additional information
- appoint an independent Loss Adjuster to deal with your claim
- arrange for a member of our claims team to visit you

Data Protection Act

Allianz Insurance plc together with other companies within the Allianz SE group of companies (“Allianz”) may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz may need to collect and process data relating to individuals who may benefit from the policy (“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 and/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 Allianz and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the “ELTO”) and added to an electronic database, (the “Database”) in a format set out by the Employer’s Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers’ liability insurance of their employers, (the “Claimants”):

- I. to identify which insurer (or insurers) was (or were) providing employers’ liability cover during the relevant periods of employment; and
- II. to identify the relevant employers’ liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers’ liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

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.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

www.allianz.co.uk

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