

UNDERWRITTEN BY

Allianz 

Commercial Property Owner Policy Overview

Arranged by

touchstone
underwriting 

Policy Overview

This is a policy overview 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 Commercial Property Owner?

The Commercial Property Owner product is designed to meet the demands and needs of a landlord wishing to insure the assets, earnings and legal liabilities of their property.

It is arranged by Touchstone Underwriting Limited and underwritten by Allianz Insurance plc.

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. The start and end dates of the policy are detailed in the policy schedule.

How do I cancel the policy?

To cancel the policy, please contact the insurance adviser who arranged the policy.

Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current period of insurance, you will be entitled to a return of premium calculated on a pro-rata basis, less an administration charge of £25. This is subject to certain terms and conditions, full details of which can be found in the policy wording.

How do I make a claim?

If you need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post: Touchstone Underwriting Limited
Meridien House
71 Clarendon Road
Watford
WD17 1DS

Or you can notify Allianz Insurance plc of a claim by:

Telephone: Property Claims **0344 412 9988**
Liability Claims **0344 893 9500**

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

Post: Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

Please have your Insurer Unique I.D. to hand and as much information about the claim as possible. For further information please see page 11.

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of your premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand it's 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. If you fail to do so your policy may not operate or not operate fully.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to make a claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You, or anyone claiming under this policy, must not admit fault or responsibility or pay, offer or agree to pay any money or settle any claim without our permission.

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

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

What is the law applicable to the contract?

Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

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:

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

Alternatively:

Phone: **01483 552438**

Email: **accsm@allianz.co.uk**

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk. Alternatively, you can contact the Financial Ombudsman Service directly.

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

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, Escape of Oil
- 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 Replacement 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 £1,000,000 whichever is the less

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

Removal of debris costs – up to £10,000 any one claim (contents)

Temporary removal – covers property temporarily removed for cleaning, renovation or repair up to 20% of the sum insured or £250,000 whichever is the less

Alternative Residential Accommodation – where the building is unfit for occupation up to 35% of the buildings sum insured

Fixed glass – cost of temporary boarding up

Metered supplies – covers additional supply charges due to damage – up to £10,000 any one claim

Trace and access – costs of locating source of escape of water or fuel oil and repair costs – up to £50,000 any one period of insurance

Landscaped grounds – covers damage to grounds resulting from damage to the buildings – up to £25,000 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 £25,000 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 to your buildings resulting from demolition, excavation or other building work undertaken to your premises or adjoining site
- excess as shown in Schedule
- damage to paintings, prints and works of art limited to £10,000 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 7 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 £250,000 any one contract

Contract Works – up to £250,000 any one contract

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

Removal of Vermin or Vermin Nests – up to £1,000 any one claim

Illegal Cultivation of drugs – up to £10,000 any one claim

Fly Tipping – up to £5,000 any one claim

Eviction of Squatters – legal costs and expenses incurred to evict unlawful persons on the premises up to £10,000 any one period of insurance

Archaeological discoveries – covers costs incurred complying with statutory obligations up to £5,000

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 Legislation 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:

- £750 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

Manslaughter Defence costs – covers legal costs and costs of the prosecution awarded against you from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007.

The maximum amount payable shall be £5,000,000 or the Limit of Indemnity (whichever is the lower) in respect of Property Owners Liability.

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
- liability in any way caused by, arising from or contributed to by exposure to, fear of exposure to, or inhalation of asbestos

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 £2,000,000 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

The cover provided under this Section covers Claims where the Insured

- first receives notification they need to defend a claim from a third party; or
- first becomes aware they need to pursue a claim against a third party; and

notifies the Insurer during the Period of Insurance.

Limit of Indemnity

You have cover of up to £100,000 for any one claim in respect of your legal costs you need to take or defend legal action relating to your business for all claims except:

- Business Aspect Enquiry which is £2,000 any one claim;
- Jury Service Allowance and Witness Attendance Allowance which are £5,000 any one claim

The aggregate limit of indemnity for all Claims first notified to the insurer during the period of insurance is £1,000,000

Significant Exclusions or Limitations

- Employment issues where you have not sought and followed the advice of the Lawphone Legal Helpline before making significant changes to an Employee's contract or taking any action which leads to the giving of a formal warning or dismissal of an employee
- Any dispute arising from an agreement the Insured enters into to let the Premises for residential purposes.
- The pursuit by the Insured of an Undisputed Debt.
- Any claim relating to deliberate, reckless or careless mis-statements by you
- Claims where there are no reasonable prospects of a satisfactory outcome
- 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 or Data Protection Compensation Awards. In these circumstances we will always choose the legal representative

Additional Benefits available to all policyholders

Lawphone Legal Helpline

Advice on any business related legal matter

- 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 Great Britain and Northern Ireland

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

- 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 Great Britain and Northern Ireland

Allianz Legal Online

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

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

Additional Services available to all policyholders

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

- 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

Commercial Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits

Solicitor Employment Support Service

This service will provide you with the use of a solicitor to carry out, on your behalf:

- a redundancy programme; or
- an internal disciplinary hearing or grievance hearing relating to an Employee.

This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP

Specialist Legal Support Service

This service will provide you with access to a specialist solicitor if

- Lawphone is unable to assist with the legal problem because it is specialist in nature; or
- the claim is not covered by the legal expenses section; or
- you require a full legal review of your business.

This service is provided by DWF LLP

Crisis Response

This service will provide you with access to

- a range of services to provide support to prepare for, and deal with, a business crisis.
- crisis management training, reviews and a bespoke crisis management plan.

This service is provided by DWF LLP

Significant Exclusions or Limitations

- There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy

- There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy

- There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy

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, 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 £100,000, 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 £10,000,000 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:

- £750 for each days attendance for partners and directors
- £250 for each days attendance for an employee

Manslaughter Defence costs – covers legal costs and costs of the prosecution awarded against you from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007. The maximum amount payable shall be £5,000,000.

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.

Terrorism – Policy Section 7

Significant Features and Benefits

Covers your business against losses suffered as a result of an act of terrorism.

Includes losses incurred through

- destruction, damage or loss of insured property

and/or

- business interruption (loss of rent)

Significant Exclusions or Limitations

- digital and cyber risks
- losses occasioned by riot, civil commotion and war
- any losses arising from locations outside England, Wales and Scotland
- any land or building which is insured in the name of an individual and is occupied by that individual for residential purposes

How to Make a Claim

If you need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post: Touchstone Underwriting Limited
Meridien House
71 Clarendon Road
Watford WD17 1DS

Or you can notify Allianz Insurance plc of a claim by:

Telephone: Property Claims **0344 412 9988**
Liability Claims **0344 893 9500**

Post: Allianz Claims
PO Box 10509
51 Saffron Road
Wigston LE18 9FP

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 on **0344 873 0845** quoting the five digit Master Policy Reference shown in the Commercial Legal Expenses section in the policy schedule.

Post: The Claims Department
Allianz Legal Protection
Allianz-ALP
PO Box 10623
Wigston LE18 9HJ

Lines are open 24 hours a day, 7 days a week.

Please try to notify us of a claim promptly after the incident, or immediately in the event of a serious accident, loss or damage.

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 Insurer Unique I.D.
- Date the loss occurred
- Location and description of the loss

Injury Claims

- Your contact information, including address and telephone numbers
- Policy type and Insurer Unique I.D.
- 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 under Section 6 – Commercial Legal Expenses
- 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 (loss adjusters are claims specialists who investigate large or complex claims, usually at the scene of an incident, to establish the cause of the loss and assist the insurer in dealing with your claim)
- arrange for a member of our claims team to visit you

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www.allianz.co.uk

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