

Allianz Insurance plc

Property Owners **Select**

Policy Overview



Allianz 

Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Should you need further details or have any questions your insurance adviser will be delighted to help.

What is Property Owners Select?

The Property Owners Select Policy has been designed to specifically meet the needs of Commercial Property Owners. The policy is underwritten by Allianz Insurance plc.

The policy wording offers covers specifically required by Property Owners. Property Damage and Commercial Legal Expenses are compulsory sections of cover.

This document provides a summary of the main policy benefits, terms and conditions only. For full details please refer to the policy document, a copy of which is available on request. Your insurance adviser or local Allianz office will be pleased to explain the policy cover in more detail.

Risk Management

Whilst insurance cover can compensate for financial loss arising from damage to property or injury to personnel, it does not compensate for the inconvenience that can be caused in the disruption to your business and the time spent in resolving the loss.

There are a wide range of measures which can be introduced as part of a risk management or loss prevention programme to reduce the chances of loss or damage.

A Risk Management Guide is available giving Property Owners advice and guidance on ways of minimising such losses.

For a copy, please contact your insurance adviser or local Allianz office.

Covers Available

Property Damage and Loss of Rent

There is a choice of cover for your buildings, contents or rent – All Risks or Specified Events

All Risks includes:

- Fire, Lightning, Explosion
- Aircraft
- Riot and Civil Commotion or Malicious Persons
- Earthquake
- Subterranean Fire
- Storm or Flood
- Escape of Water from any tank, apparatus or pipe
- Escape of oil from any fixed heating installation
- Sprinkler Leakage
- Impact by any road vehicle or animal
- Theft
- Accidental Damage
- Subsidence

Specified Events – you can select the specific cover you require from all of the above.

Property Damage

Extensions automatically included:

- **Day One Reinstatement**
An automatic increase of 30% will be added to the Declared Value to allow for inflation during the period of insurance. The Declared Value is the cost of rebuilding or replacing the property on the first day of the period of insurance.
- **Automatic Reinstatement**
Sums insured will not be reduced by the amount of any claim unless we advise you otherwise. This extension will be subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures.

- **European Union & Public Authorities (and Undamaged Portions)**
Cover includes the cost of complying with European Union & Public Authorities requirements. Including the costs relating to undamaged portions of the buildings subject to a 15% limit.
- **Removal of Debris**
Cover includes the necessary and reasonable costs of removing debris following a loss, including the cost of cleaning, clearing or repairing of drains, sewers gutters.
- **Professional Fees**
Cover includes the cost of architect's, surveyor's, managing agent's, legal and consulting engineer's professional fees incurred following a loss.
- **Index Linking**
The sum insured will be adjusted to take into account inflation, and will be automatically increased at each renewal date.
- **Capital Additions**
Alterations, additions and improvements to existing premises up to £5M for premises occupied as offices, retail or for residential purposes, £2M for all other premises.
- **Newly Acquired Buildings**
Newly acquired properties up to £5M for premises occupied as offices, retail or for residential purposes, £1M for unoccupied premises and £2M for all other premises.
- **Inadvertent Omission to insure**
Provides cover for properties which have been inadvertently left uninsured up to £5M for premises occupied as offices, retail or for residential purposes, £1M for unoccupied premises and £2M for all other premises.
- **Theft Damage to Buildings**
Cover for damage to occupied buildings by theft. An excess, normally £500, will apply to this cover.
- **Leased and Rented Premises**
Where a tenant or lessee or other occupier is obligated to maintain insurance on a building by virtue of the wording of a lease and inadvertently fails to do so, this extension indemnifies the property owner for such property. Cover is provided up to a limit of £2M for premises occupied as offices, retail or for residential purposes, up to £500,000 for unoccupied premises or those undergoing or awaiting refurbishment or redevelopment, and up to £1M for all other premises.

- Value Added Tax**
 Cover extends to include for Value Added Tax (VAT) liability for rebuilding costs where VAT has not been included in the sum insured and which you cannot recover. You must ensure that, all reasonable precautions have been taken to insure adequately for VAT. The extension also amends the basis of settlement so that the provisions of any underinsurance conditions will not apply solely due to a failure to include VAT in the sums insured.
- Privity of Contract**
 Lessees who sell buildings are still obligated to ensure that they are insured by application of the law of privity arising under the Landlord and Tenant (Covenant) Act 1995. Cover extends to include legal liability to insure, repair or reinstate damage to the buildings or premises where such properties are left uninsured by their new owners, up to a limit of £2M in respect of any one premises.
- Residential Property – Rent and Alternative Accommodation**
 The cost of providing alternative accommodation for residential portions of the premises, and 24 months loss of rent. Cover is provided up to 20% of the sum insured of the premises or portion of premises damaged.
- Removal of debris – Tenants**
 Cover extends to include irrecoverable costs in removing debris of tenant's contents following damage up to an amount of £5,000.
- Locks and Keys**
 The cost of replacing locks or keys following theft up to an amount of £5,000.
- Landscaped grounds**
 Damage to landscaped grounds as a consequence of damage to the property insured.
- Metered Supplies**
 Loss of water, gas, electricity or other supply charges up to an amount of £50,000.
- Unauthorised use of Supplies**
 The unauthorised use of electricity, gas, water or other metered supplies is covered up to an amount of £50,000.
- Trace and Access**
 Costs incurred in tracing the source of damage to water pipes and underground services belonging to the property up to an amount of £50,000.
- Tree felling and lopping**
 The cost of felling or lopping trees which are an immediate threat to life or damage to the property up to an amount of £10,000.
- Removal of wasps and bees nests**
 Cost of removing wasp nests or bees nests up to an amount of £500.
- Contractors Interest**
 We agree to note the interest of any contractor or sub contractor subject to any contracts valued at £250,000 or above being advised to us prior to the commencement of work.
- Contract Works**
 Cover for Buildings and Contents of any permanent or temporary works undertaken as part of a Contract which you are responsible under the terms of the Contract up to an amount of £250,000 any one Contract.
- Loss Minimisation and Prevention Expenditure**
 Cover for costs and expenses incurred with our consent in preventing or reducing imminent damage which would have been insured, or reducing mitigating or otherwise alleviating damage during and after it has occurred. Cover is provided up to an amount of £5,000 and is subject to an excess of 10% of the sum insured or £350 whichever is the greater.
- Contracting Purchaser's Interest**
 Cover for buildings in the period between exchange of contract and completion.
- Fire Extinguishers and Sprinklers**
 Cost of refilling, recharging or resetting risk protection equipment up to £50,000.
- Sprinkler Installations Upgrading Costs**
 Covers the increased costs of reinstating sprinkler systems to the latest regulations if required by us, up to 20% of the sum insured of the premises damaged.
- Further Investigation Expenses**
 Costs incurred with our consent when checking for further damage where there is a possibility of damage that is not immediately apparent. Cover is provided up to an amount of £5,000 in respect of any one claim.
- Continuing Interest and Hire Charges**
 Extends cover following damage to include interest or continuing hire charges where the Insured are liable under contract and these are not recoverable under the terms of a lease or similar agreement. Cover is subject to a limit of £10,000 any one claim and in total in any one period of insurance.

- **Gardening Equipment**

Cover extends to include damage to Landlord's gardening equipment at the premises, up to a limit of £10,000 any one claim.

- **Fly Tipping**

Cover extends to include costs necessarily and reasonably incurred in clearing and removing any property illegally deposited in, on or around the premises. Cover is subject to a limit of £10,000 any one claim and £25,000 in total any one period of insurance for all claims. An excess of £500 applies unless a higher amount is shown in the schedule.

- **Exhibitions and Models**

Cover extends to include exhibition or display models and similar promotional equipment whilst being used or stored within any premises insured which have suffered damage. A limit of £25,000 applies to any one claim and in total in the period of insurance.

- **Damage following Theft**

Should buildings not be insured under this Section, we will pay the costs which you are responsible for to repair damage caused as a result of theft or attempted theft.

Information

Excess

An excess (the first part of your claim) will apply – please refer to your policy documents for details.

Loss of Rent

Declaration Linked Cover Option

You have the option to select this alternative basis of settlement. You will be required to provide an estimated sum insured at the inception of cover, and declarations of the actual rent received annually. Provided that declarations are received as required, the Underinsurance condition will not apply.

Extensions automatically included:

- **Rent Reviews**

Increases in rental income following a rent review is provided, subject to a maximum of 200% of the total sum insured for rent.

- **Capital Additions**

Alterations, additions and improvements to existing premises up to £3M for premises occupied as offices, retail or for residential purposes, £1M for all other premises, other than for unoccupied premises where a limit of £250,000 applies.

- **Newly Acquired Buildings**

Newly acquired buildings up to £3M for premises occupied as offices, retail or for residential purposes, £250,000 for unoccupied premises and £1M for all other premises.

- **Inadvertent Omission to insure**

Provides cover for where properties which have been inadvertently left uninsured up to £3M for premises occupied as offices, retail or for residential purposes, £250,000 for unoccupied premises and £1M for all other premises.

- **Automatic Reinstatement**

Sums insured will not be reduced by the amount of any claim unless we advise you otherwise. Cover is subject to payment of an additional premium in the event of a claim, and we may require you to implement risk reduction measures.

- **Professional Accountant's & Legal Fees**

Cover includes accountant's fees incurred by you in producing information specifically required by us in the event of a claim. Cover also includes the reasonable charges payable by you with our consent to your lawyers for determining your contractual rights under any rent cesser clause or insurance break clause contained in the lease.

- **Re-letting costs**

Where you lose an existing or prospective tenant following insured damage, cover extends to include the additional costs of re-letting the premises.

- **Relocation of Tenants**

Extends cover where a tenant is relocated to empty premises so that any resultant claim for rent will not be reduced provided that the buildings are insured under the Property Damage Section of the policy.

- **Service Charges and Other Charges**

Cover extends to include service charges and other income for the use of the services provided and for car parking facilities, and insurance premiums where there is a cesser clause in the lease which enables the lessee to cease paying premiums in the event of damage.

- Buildings Awaiting Sale**

Extends the basis of settlement where you have contracted to sell your interest in the premises or accepted an offer to purchase your interest in the premises and the sale is cancelled or delayed in consequence of damage. You may opt for the amount payable by us to be in respect of loss of rent or loss of interest incurred on capital borrowed or investment interest lost to you on any balance of the sale proceeds plus additional expenditure incurred to avoid or minimise the loss payable and the additional legal fees and other expenditure incurred. Cover is subject to our liability being limited in any one period of insurance to 10% of the rent sum insured or £100,000 whichever is the lower, unless we have agreed otherwise.
- Loss of Investment Income on Late Payment of Rent**

If our payment to you is made later than the date upon which you would normally have expected to receive rent from a lessee. In these circumstances we will pay a further sum representing the investment interest lost.
- Rent Free Period**

Standard cover extends to reflect the existence of a rent free period agreement. At your option the indemnity period may be increased to reflect the unexpired rent free period, provided that you have made allowance for the actual future rent in the sums insured.
- Denial of Access**

Loss of income due to damage to a nearby property which prevents tenants gaining access to the premises.
- Denial of Access Non Damage**

Cover extends to include access to the premises or any property or rights of way in the immediate vicinity of the premises being hindered or prevented as a result of the actions or advice of the Government, a Local Authority or other statutory body due to an emergency arising which is likely to endanger life or property. Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. A limit of £50,000 applies and cover does not apply for the first four hours of interference with the use of the premises. The Maximum Indemnity Period for this cover is 3 months.
- Supply Undertakings**

Cover extends to include damage to the land based locations which supply the premises with electricity, gas, water or telecommunications services. Damage to cables, pipes or pylons to the terminal connecting point at the premises is also included, but this element of cover will exclude damage to any overhead transmission or distributing lines or their supporting structures located over one mile from the premises.
- Failure of Supply**

Cover extends to include interruption of or interference resulting from the accidental failure of supply of electricity, gas, water, and telecommunications services. Cover is subject to a number of exclusions and conditions – please refer to the policy wording for details. Cover will exclude damage to any overhead transmission or distributing lines or their supporting structures located over one mile from the premises. Cover also does not apply for the first 4 hours of interference, increased to 12 hours for telecommunications services, which is also limited to a Maximum Indemnity Period of 3 months. A limit of £1M or 10% of the sum insured whichever is the less applies.
- Loss of Attraction - Leased premises**

Cover extends to include damage to buildings or other property at any location in the immediate vicinity of the premises which results in a fall in the number of customers visiting the area and which in turn leads to the lessee's business being affected and the rent receivable by you reduced. Cover excludes obstruction of roads, streets etc. by weather or climatic conditions. A limit of 10% of the sum insured or £500,000 whichever is the less applies.
- Loss of Attraction - Unleased Premises**

Cover extends to include damage to buildings or other property at any location in the immediate vicinity of the premises which results in the termination and or renegotiation of any agreements for lease and or other loss of tenancy and or delay in completion or letting of the premises. Cover excludes obstruction of roads, streets etc. by weather or climatic conditions. A limit of £100,000 or 10% of the sum insured whichever is the less, and the Maximum Indemnity Period for this cover is 3 months.
- Managing Agents Premises**

Cover is provided if there is interruption or interference to the business as a result of property damage at the premises of the managing agent. Limit 10% of the sum insured or £500,000 whichever is the less.

- **Exhibition Sites**
Cover extends to include any exhibition site within the United Kingdom where you are exhibiting goods or services. Cover excludes exhibition sites under canvas or in the open, and a limit of £25,000 applies.
- **Book Debts**
Cover is provided for outstanding debit balances that cannot be collected because the records have been damaged or destroyed. Limit £25,000.

Information

Terrorism Cover – Property Damage & Loss of Rent

Covers under these sections exclude any loss resulting from an act of Terrorism.

Cover can be extended to provide Terrorism cover for an additional premium. For further information or if you require such cover, please contact your insurance adviser.

Property Owners Liability Section

Provides cover in respect of all sums which you become legally liable to pay as compensation to third parties for accidental injury or damage.

Cover automatically includes:

- **Limit of Indemnity**
A limit of £2M is provided as standard, higher limits of indemnity are available on request.
- **Data Protection Act**
Sums which you become legally liable to pay as compensation under the 1998 Act.
- **Defective Premises Act 1972**
Legal liability arising out of any premises or land disposed of by you.
- **Consumer Protection and Food Safety Acts – Legal Defence Costs**
Legal costs and expenses in connection with the defence of any criminal proceedings brought against you under: Consumer Protection Act 1987 and the Food Safety Act 1990.

- **Court Attendance Costs**
Covers attendance as a witness in connection with a claim. Compensation for each day of attendance:
Director/partner £500
Employee £250

- **Contractual Liability**
Liability arising from your contractual obligations.

- **Legionellosis Liability**
Cover is extended to include pollution or contamination arising from Legionella subject to a limit of £5M, or the amount stated in the policy schedule whichever is the lower.

- **Corporate Manslaughter and Homicide**
Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5M or the amount stated in the policy schedule which ever is the lower.

- **Obstructing Vehicles**
Cover extends to include your liability arising from the movement of a mechanically propelled vehicle obstructing your business.

- **Financial Loss**
Cover extends to include your legal liability for financial loss, subject to a maximum amount in any one period of insurance up to £50,000. Please note that this is a claims made cover, and will be subject to an excess of 10% of the limit selected or £1,000 which ever is the higher amount in respect of each claim.

- **Libel and Slander**
Cover extends to include your legal liability in respect of any act of libel or slander committed or uttered by you in respect of your advertising or in-house and trade publication material prepared by you. Cover is subject to a maximum amount in any one period of insurance of £250,000. Please note that this is a claims made cover, and will be subject to an excess of 10% of the limit selected or £1,000 whichever is the higher amount in respect of each claim.

Information

Terrorism Cover – Property Owners Liability

Cover for acts of Terrorism is limited to £5M or the amount stated in the policy schedule which ever is the lower.

Asbestos

Liability caused by or arising from exposure, inhalation, or fear of the consequences of such exposure or inhalation due to asbestos or the costs incurred in repairing, removing, replacing, recalling, rectifying, reinstating or managing asbestos or the presence of asbestos is limited to £5M or the amount stated in the policy schedule which ever is the lower.

Employers Liability

Provides cover for damages, legal costs and expenses for which you are legally liable in respect of bodily injury or disease to employees.

Cover automatically includes:

- **Limit of Indemnity**
A limit of £10M is provided as standard, higher limits of indemnity are available on request.
- **Health and Safety at Work – Legal Defence Costs**
Cover is provided for legal defence costs arising out of the Health and Safety at Work Act 1974.
- **Unsatisfied Court Judgements**
Covers payment of court judgements obtained by employees against third parties for injury sustained at work, if the judgement remains unsatisfied.
- **Court Attendance Costs**
Covers attendance as a witness in connection with a claim. Compensation for each day of attendance:

| | |
|------------------|------|
| Director/partner | £500 |
| Employee | £250 |
- **Corporate Manslaughter and Homicide**
Cover extends to include legal costs and expenses incurred with our consent and costs of the prosecution awarded against you in connection with the defence of any criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in respect of any fatal injury. Cover is limited to £5m or the amount stated in the policy schedule which ever is the lower.

Information

Terrorism Cover – Employers Liability

Cover caused by acts of Terrorism is limited to £5M.

Directors and Officers Liability

Directors and Officers Liability insurance provides financial protection and therefore peace of mind for directors in terms of their personal liability when managing their company in their capacity as a director.

Smaller sized businesses can be just as vulnerable to claims as larger companies and as the directors of small private companies are subject to similar duties as listed companies.

Under the 1985 and 1989 Companies Acts directors and officers are exposed to over 200 areas of statutory liability. This means that they can face unlimited personal liability for their actions and decisions on behalf of the company. Other legislation (e.g. Companies Act 2006) has further increased such liabilities.

Where a director or officer is alleged to have committed a wrongful act (any actual or alleged breach of duty, trust, neglect, error or omission) in performance of their duties they are exposed to potential liability.

A directors personal assets may be at risk if they are sued – claims can be brought by anyone with an interest in the affairs of the company: regulators, statutory authorities, shareholders, other directors, employees and in the case of insolvency, creditors, liquidators and administrators.

For small businesses, directors are often the sole or major director or shareholder and most will not have the resource to defend a claim which may put their business in jeopardy. Many directors incorrectly believe that they are protected by the limited liability status of their company.

Designed to meet the needs of small to medium sized UK businesses Allianz is one of the few leading insurers who offer Directors & Officers cover as part of a combined insurance policy.

Directors and Officers Liability - Residents Associations

Residents of a block of flats or residential property may have established a formal Residents' Association or Residents' Management Company. This may be to oversee the upkeep and maintenance of their property, but in certain circumstances may also involve financial and legal matters concerning the property.

In doing so, the members of such an association or company may act in the capacity of a director, company secretary, trustee, non executive director or other similar "officer" role.

Individuals in these positions accept responsibility for directing its affairs, ensuring that it remains solvent, well run and meets the aims for which it has been established.

In undertaking such roles, individuals are potentially placing their personal assets at risk if an allegation is made where they have failed to use reasonable care and skill in executing their duties. Even if a legal action is successfully defended it may still involve incurring significant legal fees.

Anyone who takes on such a position in a Residents' Association or Residents' Management Company should carefully consider the need for Directors & Officers insurance.

Commercial Legal Expenses

Provides you with advice and protection for the professional costs and expenses of legal action which may arise.

Standard cover (compulsory) includes:

- **Criminal Prosecution Defence**
Legal costs in defending your legal rights after an event which arises out of your normal business activities and results in criminal proceedings being brought against you. Limit £100,000.
- **Damage to Premises**
Legal costs to pursue a dispute relating to physical damage to your business premises which results in proven financial loss to you. Limit £100,000.
- **Lawphone**
Access to a legal advice helpline providing advice on any business related legal matters 24 hours a day, 365 days a year.

- **Allianz Legal Online**
Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business.

Extensions available:

In addition to Standard cover

Optional Extension 1:

- **Employment**
Legal costs to defend your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective employee which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation. We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement. Limit £100,000.
- **Taxation Proceedings**
Legal costs in an appeal against any terms and conditions put on you by HM Revenue and Customs following a Full Enquiry into your most recent business accounts or returns for PAYE tax arrangements, business tax arrangements or VAT arrangements. Limit £100,000.
- **Data Protection**
Legal costs to:
 - defend you in a 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 legislationLimit £100,000.
- **Commercial Tenancy Agreement.**
Legal costs to pursue your legal rights in a dispute relating to property that is let under a Commercial Tenancy Agreement. Limit £100,000.
- **Licence Protection**
Legal costs for defending the withdrawal, restriction or suspension of your business licence. Limit £100,000.
- **Personal Injury**
Legal costs for taking legal action against another person who causes your death or bodily injury whilst you are engaged in your business. Limit £100,000.

- **Jury Service Allowance**

Up to £5000 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. Limit of £100 per day applies.

Optional Extension 2: Cover as provided under

Optional Extension 1 plus:

- **Contract**

Cover to enable you to take legal action or defend yourself in a dispute with a manufacturer, supplier or customer in respect of a contract for the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service. Provided that:

- a the goods or services in question are supplied in connection with your Business; and
- b the amount in dispute is more than £5,000, other than a dispute where you are pursuing a claim in respect of the construction, alteration or repair of any building, or part of that building or structure when the amount in dispute must be more than £25,000

Limit £50,000.

Optional Extension 3: Cover as provided under

Optional Extension 1 plus:

- **Residential Lettings**

Cover to pursue your legal rights relating to your premises which are let on a residential basis to a tenant. The cover includes legal costs involved in obtaining unpaid rent or in disputes with tenants over physical damage caused to your premises. Limit £50,000

Optional Extension 4: Cover as provided under Optional Extension 1 plus Contract and Residential Lettings cover. Commercial Legal Expenses Section Limit.

A limit of £500,000 for all claims which first occurred during the Period of Insurance applies under this section.

Other Covers Available

Engineering Insurance & Energy Services

Allianz Insurance plc offers a comprehensive range of Engineering products, including Machinery Damage, Computer, Contract Works, Contractors Plant & Machinery, Hired Plant, Deterioration of Stock and Business Interruption as well as Inspection Services.

Energy Services

The Energy Performance of Buildings Directive was introduced into the UK from January 2006. Its objective is to improve energy efficiency and reduce carbon emissions as part of the Governments' strategy to achieve a sustainable environment.

Under the Energy Performance of Buildings (Certificates and Inspections) Regulations 2007, property owners, operators and managers are required to put in place a programme of energy performance certification and energy inspections for air conditioning units.

Allianz Engineering Energy Services offer a range of services and solutions for compliance with the Energy Performance of Building Regulations through a network of accredited surveyors:

- Energy Performance Certification
- Display Energy Certification
- Air Conditioning (Level 1 & 2) Efficiency Inspection
- Heating Plant (Boiler) Efficiency Inspection
- Energy Audit and report

Please contact your insurance adviser or local Allianz Engineering branch for details of these products and services.

We can also cover you for Commercial Vehicle and Private Cars, Annual Business Travel, Accident and Sickness and Marine Cargo. Your insurance adviser or local Allianz office will be pleased to tell you about these.

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

Allianz Claims Handling Offices

For Property Damage Claims handled in Birmingham

Tel: 0844 871 0786

For Liability Claims handled in Milton Keynes

Tel: 0844 871 0789

Lines are open from 9am to 5pm Monday to Friday.

Our address for all Claims correspondence is:

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

24 Hour Claim Notification

If you have to notify us of a claim outside of our normal opening hours please contact us on our 24 hour claim notification telephone number 0845 604 9824.

Commercial 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 24 hours a day, 365 days a year.

Additional Information

Property Management System

To enable you to manage your tenant's insurance arrangements, we can provide you with a system that will produce;

- an individual tenant's Certificate of Cover
- an apportionment of premium by tenant
- a summary of tenant's premium apportionment

For details please contact your insurance adviser or local Allianz Office.

Additional Benefits

24 Hour Glass Replacement

Broken glass is dangerous for both you and your tenants and in some circumstances can be a security risk. Allianz Insurance plc have negotiated a special arrangement with Solaglas one of Britain's leading glass replacement specialists.

Solaglas will bill us direct; you pay nothing except for the excess and the VAT.

This helpline is available to both you and your tenants. This service is available 24 hours a day, all year round. To use this service telephone FREE on 0800 474747 and state your Policy number.

24 Hour Legal Advice Helpline

With this Policy, you gain the automatic benefit of access to a team of qualified Legal Advisers for advice on any commercial legal matter. The service which operates on a 24 hours a day 365 days a year basis provides telephone advice.

To use this service ring 0870 241 4140. Please state your name and the Master Policy number reference contained within the Policy Schedule. The information will be passed to an adviser who will return your call.

All areas of Business law are covered. This advice is available to you by telephone during the currency of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network. The Insurer may record calls to protect the Insured.

Allianz Legal Online

Provides you with access to extensive online support to help you produce legal paperwork in connection with your business.

Law Applicable & Policy Language

Unless We agree otherwise:

- a) the language of the Policy and all communications relating to it will be English;
- and,
- b) all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

Would I receive compensation if Allianz is 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.

Complaints Procedure

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

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

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

If you have a complaint, 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.

Employers Liability Certificates

The Employers Liability (Compulsory Insurance) Regulations 1998 and subsequent Employers Liability (Compulsory Insurance) Amendment Regulations 2008 lay down certain obligations for employers and in particular you should be aware of the following:

- **Display of Certificates**

If the Employers Liability Section is insured, Allianz will provide you with a Certificate of Employers Liability Insurance and this will clearly state the companies covered by the policy. You must display a copy of the certificate at each place of business or make the certificate available in an electronic form so that each relevant employee to whom it relates has reasonable access to it.

- **Retention of Certificates**

There is now no legal requirement for you to retain copies of expired Certificates of Employers Liability Insurance. However, as certain claims e.g. industrial disease, could be made many years after the disease is caused, it is recommended that a complete record is kept of your Employers Liability insurance history, including the name of the insurer(s), policy number(s) and dates of the relevant policies.

Policy Cover

The above is a brief explanation of the cover available. All sections include extensions of cover and are subject to certain terms, conditions and exclusions. Your insurance adviser or local Allianz office will be pleased to explain the policy cover in more detail. If you ask us, we will provide you with a specimen copy of the policy.

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 your policy may not operate or not operate fully.

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

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.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 121849.



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