



Complete Flatowner Leaseholder cover overview



Introduction

What is this document?

This is a document which provides the leaseholder with a cover overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if the policyholder (also referred to in this document as 'the insured') has selected them. The Certificate details the covers selected. Full terms and conditions can be found in the policy documents which are provided to the policyholder.

What is Complete Flatowner?

The Complete Flatowner Product is designed to meet the demands and needs of a landlord wishing to insure the assets, earnings and legal liabilities of their property.

The product design provides core covers of Property Damage, Property Owner's Liability and Commercial Legal Expenses, it allows landlords to buy optional cover that meets their specific needs, such as Loss of Rent, Employers' Liability, Personal Accident and Terrorism.

Complete Flatowner 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 the Certificate). The start and end dates of the cover are detailed on the Certificate.

How do I make a complaint?

If you have a complaint about anything other than the sale of the policy please contact us at:

Allianz Complaints Team
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: **01483 552 438**
Email: **commercialcomplaints@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: **financial-ombudsman.org.uk**
Telephone number: **0800 023 4567** or **0300 123 9123**
Email: **complaint.info@financial-ombudsman.org.uk**

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

Introduction continued

How do I make a claim?

If you believe a claim needs to be made please contact the policyholder or the person who deals with your insurance.

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 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.

Section 1 – Property Damage

Standard cover for 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, Escape of oil.
- Theft or attempted theft following forcible and violent entry to or exit from the insured premises.
- Sprinkler leakage (if selected).
- Accidental damage (if selected).
- Subsidence, ground heave or landslip (if selected).

✓ Significant Features and Benefits

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 reinstatement (day one basis) provide 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 – residents contents – up to £5,000 any one claim.

Alternative residential accommodation – where the building is unfit for occupation due to damage – up to 30% of the buildings sum insured.

✗ Significant Exclusions or Limitations

This Section does NOT cover:

- 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, or latent defect.
- Corrosion, rust, wet or dry rot, dampness, vermin or insects.
- Faulty or defective design workmanship or materials.
- Changes in the water table level.
- Pollution or contamination.

Section 1 – Property Damage continued

✓ Significant Features and Benefits

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 the source of an escape of water or fuel oil and repair costs following damage – up to £25,000 any one period of insurance.

Landscaped grounds – covers damage to grounds resulting from damage to the buildings or caused by emergency vehicles, equipment or personnel – up to £10,000 any one period of insurance.

Contracting purchasers – the insured's interest and that of the purchaser is protected during sale until purchase completion.

Unauthorised use of supplies – covers the unauthorised use of metered supplies – up to £5,000 any one claim.

Freeholders, lessors and mortgagees – protection for any increased risk of damage resulting from an alteration, act or omission which occurs without the authority of any freeholder, lessor or mortgagee.

Contractors interest – up to £100,000 any one contract.

Contract works – up to £100,000 any one contract.

Cultivation of drugs – covers damage from a tenant's use of the premises to manufacture or cultivate drugs.

✗ Significant Exclusions or Limitations

- 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 the insured buildings resulting from demolition, excavation or other building work undertaken to the insured's premises or adjoining site.
- Excess as shown in schedule.
- Damage to paintings, prints and works of art is limited to £5,000 any one item.

Section 1 – Property Damage continued

✓ Significant Features and Benefits

Concern for welfare costs – cover for damage caused by the police in gaining access to buildings as a result of concern for the welfare of the occupier up to £5,000 any one claim or £15,000 any one period of insurance.

✗ Significant Exclusions or Limitations

⚠ Significant Conditions

Unoccupied Buildings

Unoccupied buildings or flats 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. The insured must ensure that the property is secured against unlawful entry by locking all doors and windows and setting any alarm systems or other protective devices in full effect.

Felt Roof Condition

The insured must ensure that any felt roof over 7 years old is inspected annually by a competent roofing contractor and any remedial work required is completed.

Cultivation of drugs

The insured must:

- carry out inspections of the buildings every 6 months
- maintain a log of inspections for a rolling 24 months
- verify details of a tenant's bank account details
- prohibit tenants from sub-letting the premises.

Section 2 – Loss of Rent

(Optional Section of Cover)

Optional cover for the insured's 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.

✓ Significant Features and Benefits

Supply undertakings – covers failure in the supply of water, gas, electricity or telecommunications following damage to the supplier's premises which lasts longer than 48 hours and for a period not exceeding 14 days. A limit of £10,000 for each occurrence and any one period of insurance applies.

Denial of access – damage to property in the vicinity of the premises that hinders the use or access to the premises for more than 24 hours.

Accountants charges – incurred in connection with a claim.

Managing agents premises – covers up to 20% of the rent sum insured or £20,000 whichever is less for loss as a result of damage at the premises of the managing agent.

Additional loss of rent extensions – loss due to any of the following occurring at the premises:

- the discovery of an organism likely to result in an outbreak of food or drink poisoning,
- an occurrence of legionellosis,
- the discovery of vermin or pests,
- defects in the drains,
- an occurrence of murder, suicide or rape,

any of which cause restrictions by order of the local authority for at least 12 consecutive hours and for a period of no more than 1 month. A limit of £50,000 any one period of insurance applies.

✗ Significant Exclusions or Limitations

This Section does NOT cover any loss of rent caused by any of the Exclusions as shown under the Property Damage section.

Section 2 – Loss of Rent continued

(Optional Section of Cover)

✓ Significant Features and Benefits

Rent reviews – covers an increase in rental income following a rent review subject to a maximum rent review increase of 20%.

Alterations and additions – covers an 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% of the rent sum insured or £100,000 whichever is less where damage to property in the vicinity causes a fall in tenants attracted to the premises for a period of up to 3 months.

✗ Significant Exclusions or Limitations

Section 3 – Property Owners Liability

Standard cover for the insured's legal liability to third parties for accidental injury or damage to property up to the limit of indemnity shown in the schedule.

✓ Significant Features and Benefits

Indemnity to other parties – cover includes the legal liabilities of:

- members of the insured's canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- the insured's partners, directors or employees
- anyone the insured is 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 limit of indemnity.

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 the insured against liability for vehicles not owned or provided by the insured 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 the insured from potential liabilities for defects in properties let, sold or disposed of by the insured.

✗ Significant Exclusions or Limitations

- Injury to any of the insured's employees
- Loss of or damage to property belonging to the insured or in their charge of control
- Liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or, repairing or replacing 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.
- 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 insured's premises other than delivery or collection.
- 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.
- £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.

Section 3 – Property Owners Liability continued

✓ Significant Features and Benefits

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

Court attendance – covers attendance in connection with the defence of a claim.

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

Legionellosis – covers the insured's liability for Legionellosis up to a limit of £500,000

✗ Significant Exclusions or Limitations

Section 4 – Employers' Liability

(Optional Section of Cover)

Optional cover for the insured's legal liability to their employees for death or injury in the course of their employment with the insured up to £10,000,000 any one claim.

✓ Significant Features and Benefits

Indemnity to other parties – cover extends to include:

- Members of the insured's canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- The insured's partners, directors or employees
- Anyone for whom the insured is 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 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.

✗ 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 of the insured's employee where motor insurance is required by law.

Section 5 – Personal Accident

(Optional Section of Cover)

Optional cover for the insured's partners or working directors against accidents occurring at work or in leisure time (24 hour cover).

✓ Significant Features and Benefits

A choice of up to 3 units per person.

One unit provides £20,000 of cover for:

- Accidental Death
- Permanent Total Disablement
- Loss of Limb
- Loss of Sight
- Loss of Hearing in both ears

✗ Significant Exclusions or Limitations

- Motorcycling, 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.
- An event accumulation limit of £750,000 applies.

Age Limitation – The cover will terminate at the end of the insurance period during which the age of 80 is attained.

Section 6 – Commercial Legal Expenses

Standard cover for legal costs if the insured needs to take or defend legal action relating to their business as a property owner.

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

✓ Significant Features and Benefits

The cover provided under this Section only covers Claims where the insured:

- first receive 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

The insured has cover of up to £250,000 for any one claim in respect of their legal costs they need to take or defend legal action relating to their 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

- Any cause, event or circumstance occurring prior to, or existing at the inception or renewal of this section which the insured knew, or ought to have known, may give rise to a claim.
- Employment issues where the insured 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 (including redundancy) 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 the insured.
- Claims where there are no reasonable prospects of a satisfactory outcome.
- Any legal expenses incurred without our prior written consent.
- At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. The insured 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 the insured. 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.

Section 7 – Terrorism

(Optional Section of Cover)

Optional cover against losses suffered by the insured as a result of an act of terrorism.

✓ Significant Features and Benefits

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.
- Losses relating to a private residence insured in the name of a private individual caused by radioactive or explosive properties of nuclear assemblies or components, radiation or chemical, biological or radiological pollutants.

Allianz Insurance plc.

Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
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Prudential Regulation Authority and regulated
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