



Commercial Property Owner Policy Overview

Arranged by



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Your Insurance Specialist

Thank you for choosing Touchstone Underwriting Ltd (Touchstone) to arrange your policy.

Touchstone are part of the Seventeen Group who are a multi disciplined insurance, risk management and financial services organisation.

Touchstone are a Financial Conduct Authority (FCA) regulated Managing General Agent (MGA), underwriting on behalf of many major insurance company partners.

We work in partnership with your insurer and insurance advisor to ensure that you receive the highest levels of product and service excellence.



Your Insurer

This policy is underwritten by Allianz Insurance plc (Allianz).

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

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.

Important

This document provides details of your policy and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.

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 wording, 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.

The product design provides value because in addition to the 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. In addition there are free benefits which some landlords may need, including on-line risk management support, a legal health check and access to legal and tax telephone advice lines.

Commercial Property Owner is arranged by Touchstone Underwriting Limited and 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. 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. 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 advisors are available 9am to 5pm Monday to Friday, outside of these hours you will be given the option to access our Emergency Assistance Service.

Online:

To notify Allianz of a claim online, or for guidance on what information Allianz will need to make the claim process as quick and as easy as possible, please visit **www.allianz.co.uk/claims**

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 the section "How to Make a Claim".

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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

Telephone number: 01483 552438

Email: commercialcomplaints@allianz.co.uk

If we have not resolved the situation within 8 weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone number: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

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

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, Escape of oil
- Theft or attempted theft following forcible and violent entry to or exit from your premises
- Sprinkler leakage (if selected)
- Accidental damage (if selected)
- Subsidence, ground heave or landslip (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 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 £1,000,000 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 £10,000 any one claim.

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 due to damage 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 the source of an escape of water or fuel oil and repair costs following damage – up to £50,000 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 £25,000 any one period of insurance.

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 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.
- 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 is 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 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

You 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.

Property Damage – Policy Section 1 (continued)

Significant Features and Benefits

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. supplies – up to £25,000 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 £250,000 any one contract.

Contract works – up to £250,000 any one contract.

Gardening equipment – covers damage to gardening equipment owned by the insured 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.

Cultivation of drugs – covers damage from a tenant's use of the premises to manufacture or cultivate drugs up to £15,000 any one claim.

Fly tipping – cover for the costs of clearing and removing property illegally deposited in or around the buildings 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 any one claim.

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

Cultivation of drugs – the Insured must:

- carry out inspections of the buildings every 6 months
- retain a log of inspections for at least 24 months
- complete an inspection of the log every 12 months
- obtain formal identification of prospective tenants
- verify details of a tenant's bank account details
- ensure sub tenants comply with referencing and bank account validation requirements.

Property Owners Liability – Policy Section 3

Significant Features and Benefits

Covers legal liability to third parties for accidental injury or damage to material property up to the limit of indemnity shown in the schedule.

Indemnity to other parties – 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 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 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 £250,000 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 system.

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, 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.
- 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 your premises other than delivery or collection.
- Loss or damage to contract works undertaken under a contract or under ICT 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.
- Any liability arising from exposure to 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 £250,000 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

- 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 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 (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 you.
- 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. 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 Markel Tax a trading division of Markel 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.

Commercial Legal Expenses – Policy Section 6 (continued)

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

Significant Exclusions or Limitations

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 Jackson Boyd 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.

Solicitor Employment Support Service

This service will provide you with the use of a solicitor to carry out a redundancy programme on your behalf.

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

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

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.

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

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.

• 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 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 for loss to your business 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.

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 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 the premises for a period of up to 3 months.

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

Indemnity to other parties – cover extends to include:

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

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.

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 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.

Terrorism – Policy Section 7 Significant Exclusions or Limitations Significant Features and Benefits Covers your business against losses suffered as a result of an act of • Digital and cyber risks. terrorism. • Losses occasioned by riot, civil commotion and war. • Any losses arising from locations outside England, Wales and Scotland. Includes losses incurred through • Losses relating to a private residence insured in the name of a private • destruction, damage or loss of insured property individual caused by radioactive or explosive properties of nuclear assemblies or components, radiation or chemical, biological or and/or radiological pollutants. • business interruption (loss of rent).

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 number:

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

Our claims advisors are available 9am to 5pm Monday to Friday, outside of these hours you will be given the option to access our Emergency Assistance Service.

Online:

To notify Allianz of a claim online, or for guidance on what information Allianz will need to make the claim process as quick and as easy as possible, please visit **www.allianz.co.uk/claims**

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.

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

Post: The Claims Department

Allianz Legal Protection

Allianz-ALP PO Box 10623 Wigston LE18 9HJ

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

lnj	ury Claims
	Your VAT status
	Location and description of the loss
	Date the loss occurred
	Policy type and Insurer Unique I.D.
	Your contact information, including address, email address and telephone numbers

Your contact information, including address, email 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

3 .
Your contact information, including address, email 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:

- 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.



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

Arranged by



5th Floor Meridian House 71 Clarendon Road Watford WD17 1DS

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Registered in England No.02264985

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