

Complete Property Owner & Flatowner

Essential Business Insurance

Your policy details

including policy summary (pages 1-9)



Lloyds TSB | for the journey...

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

What are Complete Property Owner and Complete Flatowner?

The Complete Property Owner and Complete Flatowner products are designed to cover the assets, legal liabilities and earnings of your business. They are underwritten by Allianz Insurance plc.

Will I have any cancellation rights?

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

This is subject to certain terms, full details of which can be found in the policy wording, a copy of which is available on request.

Please Read the Policy

Please read the policy and the policy schedule carefully on a regular basis 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 the Business Insurance Centre. If you fail to notify us your policy may not operate or not operate fully.

How do I make a complaint?

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 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.

Please contact us at:
Essential Business Insurance Centre
PO Box 2934
Bristol
BS1 9ES

Alternatively phone: 0800 893 9590
Email: esm@essentialbusinessinsurance.co.uk

Using our complaints procedure or referral to the Financial Ombudsman does not affect your legal rights.

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 from:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN
Tel: 020 7892 7300
Fax: 020 7892 7301
Email: enquiries@fscs.org.uk
www.fscs.org.uk

Policy Duration

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

Core Covers

Property Damage – Policy Section 1

Significant Features and Benefits

Covers loss or damage caused by the following:

- Fire, Lightning and Explosion, Aircraft, Riot, Civil Commotion or malicious damage, Earthquake, Subterranean fire
- Storm, tempest or flood, Escape of water from tanks, apparatus or pipes, Impact by vehicles or animals, Sprinkler leakage
- Theft or attempted theft following forcible and violent entry to or exit from your premises
- Accidental damage
- Subsidence

Automatic reinstatement of loss – sums insured are not reduced following a claim subject to payment of the appropriate additional premium

Inflation provision – index linking and Day one reinstatement provides automatic inflation protection

Public authorities – costs incurred in rebuilding or repair to a standard required by the authorities

Alterations and additions – automatic cover up to 20% of the sum insured or £500,000 whichever is the less

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

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

Alternative Residential Accommodation – where the building is unfit for occupation up to 20% of the buildings sum insured

Fixed glass – cost of temporary boarding up

Metered supplies – covers additional supply charges due to damage – up to £5,000 any one claim, £10,000 any one Period of Insurance

Trace and access – costs of locating source of escape of water or fuel oil and repair costs – up to £10,000 any one Period of Insurance

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

Contracting purchasers – your interest and that of the purchaser is protected during sale until purchase completion

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

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

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

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

Significant Exclusions or Limitations

- 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 (see Additional Information)
- damage to and arising from mobile phone masts
- frost, wear and tear, gradual deterioration, inherent vice, latent defect
- rot, mildew, rust, corrosion, insects, woodworm, vermin
- faulty or defective design workmanship or materials
- changes in water table level
- pollution or contamination
- Subsidence cover excludes
 - damage to surfaced areas, walls, gates and fences, unless the building is also damaged
 - the settlement or movement of made up ground
 - coastal or river erosion
 - defective design or workmanship or the use of defective materials
 - damage which commenced prior to inception of this cover
 - damage as a result of demolition, excavation or other building work
- excess as shown in Schedule
- damage to paintings, prints and works of art limited to £5000 any one item

Conditions – Unoccupied Buildings

Unoccupied buildings are not insured unless they are notified to us and we agree to continue cover.

If we agree to continue cover, mains services must be switched off and water system drained other than in respect of security or fire alarms or sprinkler systems. The property must be inspected internally and externally weekly (with records kept), defects in security and maintenance rectified and any accumulations of combustible materials removed. You must also comply with security level requirements and ensure that the property is secured against unlawful entry and that all security protections are put into effect.

Felt Roof Condition

You must ensure that any felt roof over seven years old is inspected annually and any remedial work required completed.

Property Owners Liability – Policy Section 3

Significant Features and Benefits	Significant Exclusions or Limitations
<p>Covers legal liability to third parties for accidental injury or damage, limit of indemnity as shown in schedule</p> <p>Cover includes the legal liabilities of:</p> <ul style="list-style-type: none"> • 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 <p>Joint insured – if more than one party is named as the Insured the policy will cover them separately subject to the overall policy limit</p> <p>Overseas personal liability – covers a temporary visit to any other country made in connection with the business</p> <p>Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions</p> <p>Motor contingent liability – indemnifies you against liability for vehicles not owned or provided by you in connection with the business</p> <p>Data Protection Act Cover – provides protection up to a limit of £100,000 in any one period of insurance</p> <p>Defective Premises Act 1972 – protects you from potential liabilities for defects in properties let, sold or disposed of by you</p> <p>Consumer protection and food safety acts legal defence costs – covers cost of defence of criminal proceedings</p> <p>Court attendance – covers attendance as a witness in connection with the defence of a claim. Limits are:</p> <ul style="list-style-type: none"> • £250 for each days attendance for partners and directors • £150 for each days attendance for an employee <p>Legionellosis – covers your liability up to a limit of £500,000 due to escape of legionella from water systems</p>	<ul style="list-style-type: none"> • injury to any employee • loss of or damage to property belonging to you or in your charge or control • liability for loss or damage to goods sold, supplied, delivered, installed or erected or the cost of recalling or refunding a defective product or rectifying faulty work • liability arising out of ownership, possession or use of any mechanically propelled vehicle or attached trailer or any water craft or aircraft • liability arising out of error or omission in any advice, design, formula, specification, inspection, certification or testing performed for a fee • in respect of liability arising from products which attaches solely under the terms of an agreement • injury, loss or damage arising from manual work carried out away from the premises, or outside of the EU • loss or damage to contract works undertaken under a contract or under JCT Clause 21.2.1 • any liability in respect of pollution or contamination unless caused by a sudden identifiable unintended and unexpected incident • fines, penalties or liquidated, aggravated, punitive or exemplary damages • liability arising out of the operation of a sling or cradle • occupiers liability arising from residential accommodation caused by a resident • £250 third party property damage excess <p>Conditions</p> <p>Bona Fide Subcontractors</p> <p>You must ensure that any bona fide sub contractors used by you have Employers Liability and Public Liability insurance in force, with a minimum Limit of Indemnity of £2M for Public Liability. If you fail to comply your policy may not operate.</p>

Core Covers continued

Legal Expenses – Policy Section 6

Cover Events 1 to 4 and 9 are automatically included. Cover Events 5 to 8 and 10 are available as an optional trade up.

Significant Features and Benefits

1 Employment

Cover up to £100,000 for any one Event in respect of your legal costs to defend your legal rights in a dispute in an Employment Tribunal with a previous, present or prospective Employee and 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.

2 Taxation proceedings

Cover up to £100,000 for any one Event in respect of your legal costs in an appeal against any terms and conditions put on you by HM Revenue and Customs after finishing a Full Enquiry into your most recent business accounts or returns for the following:

- PAYE tax arrangements
- Business tax arrangements
- VAT arrangements

3 Criminal Prosecution Defence

Cover up to £100,000 for any one Event in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you.

4 Damage to Premises

Cover up to £100,000 for any one event in respect of your legal costs if legal action is taken in a dispute relating to: Physical damage caused to your business premises, which results in proven financial loss to you.

Significant Exclusions or Limitations

- The first £1,750 of any one claim.
 - Any dispute regarding an Event which happens within the first three months of the date this section starts.
 - Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making any changes to an Employees contract of employment or taking any disciplinary action against an Employee.
 - Any dispute with an Employee that you have given a verbal or written warning to in the six months leading up to the date this policy starts.
 - Any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.
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- The first £500 of any one claim.
 - Any costs to do with the normal reconciliation of your annual accounts and VAT returns
 - Taxation proceedings which arise out of deliberate or reckless or careless misstatements by the insured in returns or submissions made to the relevant authorities.
 - Taxation proceedings which arise out of a failure to observe statutory time limits or requirements.
 - The defence of any criminal prosecution
 - Any appeal following an Investigation by the Special Compliance Office of HM Revenue and Customs or the Special Investigations Section of HM Revenue and Customs.
 - Any Aspect enquiry by HM Revenue and Customs
 - Any IR35 by HM Revenue and Customs.
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- The first £500 of any one claim.
 - The defence of a prosecution relating to:
 - Taxation proceedings;
 - Allegations of fraud, theft or violence;
 - The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans.
 - The Gas Safety (Installation & Use) Regulations 1994, The Electrical Equipment (Safety Regulations 1994 or The Furniture & Furnishings (Fire) (Safety) (Amendment) Regulations 1993.
 - Pollution.
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- The first £500 of any one claim.
 - Disputes relating to mining or other subsidence or heave.
 - Disputes relating to rent or service charges, tax, planning or buildings regulations or decisions.
 - Disputes arising out of a contract you have with another person or organisation.
 - Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.

Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<p>5 Data Protection Cover up to £100,000 for any one claim in respect of your legal costs to:</p> <ul style="list-style-type: none"> • 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 legislation. 	<ul style="list-style-type: none"> • The first £500 of any one claim. • Any prosecution where you are accused of fraud or theft. • Any dispute relating to your failure to register as a Data Controller. • Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data.
<p>6 Commercial Tenancy Agreement Cover up to £100,000 to pursue your legal rights in a dispute relating to Property that your business occupies. It should be noted that this cover Event is not included within the Complete Flat Owners product.</p>	<ul style="list-style-type: none"> • The first £500 of any one claim. • Any disputes over rent or service charges. • Any dispute relating to the renewal of a lease or tenancy agreements. • Any dispute relating to residential lettings.
<p>7 Licence Protection Cover up to £100,000 for defending the withdrawal, restriction or suspension of your business licence.</p>	<ul style="list-style-type: none"> • The first £500 of any one claim. • Hearings arising out of any commercial decision made by you. • The first application for, or standard renewal of, the licence. • Anything to do with drug offences, under age drinking or sexual indecency.
<p>8 Personal Injury Cover up to £100,000 for taking legal action against another person who causes your death or bodily injury whilst you are engaged in your business.</p>	<ul style="list-style-type: none"> • Personal injury disputes between you and any employee(s).
<p>9 Jury Service Allowance Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service.</p>	<ul style="list-style-type: none"> • Limit of £100 per day applies.
<p>10 Witness Attendance Allowance Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court, tribunal or arbitration. This cover will only apply where we require that employee to go to court, tribunal or arbitration as a witness for you in respect of a claim under sections 1, 2, 3, 4, 5, 6 or 7.</p>	<ul style="list-style-type: none"> • Limit of £100 per day applies.
<p>Additional Benefits applicable to all policyholders.</p>	
<p>Lawphone Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you.</p>	<ul style="list-style-type: none"> • Advice is only available over the telephone. • Advice only relates to business legal problems.

Core Covers continued

Legal Expenses – Policy Section 6 (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	<p>Section Exclusions</p> <ul style="list-style-type: none">• Legal Expenses incurred without the insurers written consent.• Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurers written Consent and acceptance of a Claim.• Claims which do not arise from or relate to the Business, other than Jury Service Allowance.• Claims by the Insured Person in respect of any event occurring prior to or existing at inception or on or after renewal of this Section which they knew, or ought reasonably to have known about.• Claims the Insured fail to notify to the Insurer within 6 months of the first occurrence that gives rise to the claim.• Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable steps to avoid, prevent or limit a loss.• Any Claim where in the insurers opinion there are no Reasonable Prospects of a Satisfactory Outcome.• Fines or other penalties imposed by a court, tribunal or regulator.• Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.• Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

Optional Covers

Loss of Rent – Policy Section 2

Significant Features and Benefits

Covers loss of rental income following damage to the buildings or contents by any cause covered by the Property damage section

Option of 12, 18, 24, 36, 48 or 60 months indemnity period

Supply undertakings – covers failure in supply of water, gas, electricity or telecommunications following damage to premises

Denial of access – damage to property in the vicinity of the premises that hinders the use or access to the premises

Accountants charges incurred in connection with a claim

Managing agents premises – covers up to £20,000 for loss to your business as a result of damage at the premises of the managing agent

Specified Illnesses – loss due to any Specified Illness at the Premises, the discovery of an organism at the Premises likely to result in the occurrence of a Specified Illness, any occurrence of Legionellosis at the premises and the discovery of vermin, pests or defects in the drains at the premises which cause restrictions by order of the local authority. A limit of £25,000 applies due to costs incurred in cleaning and decontamination

Rent reviews – covers an increase in rental income for up to 20% of the sum insured following a rent review

Alterations and additions – covers increase in rental income up to £50,000

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

Significant Exclusions or Limitations

- exclusions as shown under the Property Damage section

Optional Covers continued

Employers Liability – Policy Section 4

Significant Features and Benefits

Covers your legal liability to insure your employees for death or injury happening in the course of their employment with you up to £10 million any one claim

Cover extends to include:

- Members of your canteen, social, sports or welfare organisation or ambulance, first aid or fire services
- Your partners, directors or employees
- Anyone for whom you are carrying out work under any contract

Health and safety at work legal defence costs – provides legal and other costs incurred in defending prosecutions

Court attendance compensation – covers attendance as a witness in connection with the defence of a claim. Limits are:

- £250 for each days attendance for partners and directors
- £150 for each days attendance for an employee

Significant Exclusions or Limitations

- work on an offshore installation or travel to or from
- liability arising out of the operation of a sling or cradle
- injury to any employee where motor insurance is required by law

Personal Accident – Policy Section 5

Significant Features and Benefits

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

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

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

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

Significant Exclusions or Limitations

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

Condition – Age Limitation

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

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 our claims handling centre
 - 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

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.

You will be asked for the Master Policy Number shown in your Policy Schedule under Section 6 – Legal Expenses and a brief summary of the problem.

Claims Handling Centre

Essential Business Insurance Claims

Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

Telephone: 0844 893 9580

Lines are open Monday to Friday

Additional Information

Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners and employees consent to our using their details in this way.

We may need to collect data relating to 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 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 us and that this fact is made known to the Insured Persons.

We may share your details with other companies within the Lloyds TSB Insurance Services Ltd and Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest to you. If you do not want to know about these products please write to: Customer Satisfaction Manager, Essential Business Insurance Centre, PO Box 2934, Bristol, BS1 9ES to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above.

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.

Survey and Risk Improvement Condition

If the policy has been issued or renewed subject to us carrying out a survey then it will be a condition of the policy that you must comply with all risk improvements required by us within timescales specified by us. We reserve the right to amend the terms and conditions of cover if you do not comply with this condition.

Terrorism Cover

In addition to the cover automatically provided, the policy (except for Legal Expenses – Section 6) can be extended to provide Terrorism cover for an additional charge.

Policy Limits

Higher limits may be available on request.

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