

Leaseholder Insurance Information Disclosure Document



Document Produced by	Fowler Penfold Property
Date of Issue	18/12/2024
Product Type	Flats
Policyholder Name	Orchard Court (Swindon) Management Company Limited
Policy Number	BB/29264904
Risk Address	1-7 Orchard Court,190 Oxford Road,Swindon,Wiltshire,SN3 4HA.
Insurer	ALLIANZ
Policy Start Date	18/12/2024
Renewal Premium Including Tax at current rate	£809.94
Total Buildings Declared Value	£860,872
Terrorism Cover	Included
Policy Excesses	Property Damage: £250 Escape of Water: £500 Storm: £500 Subsidence: £1,000 Other: £250
Placement Information	
Alternative Quotes Obtained (Including the Proposed Policy)	3
Further Comments	AXA - £1,000.71 AVIVA - £2,933.29
Suitability Statement	Having considered the requirements of all parties who can benefit from the policy and cover, we proposed this insurance product, taking into account the scope of cover, security, accessibility and services provided by your Insurer and on the basis that it continues to offer fair value.

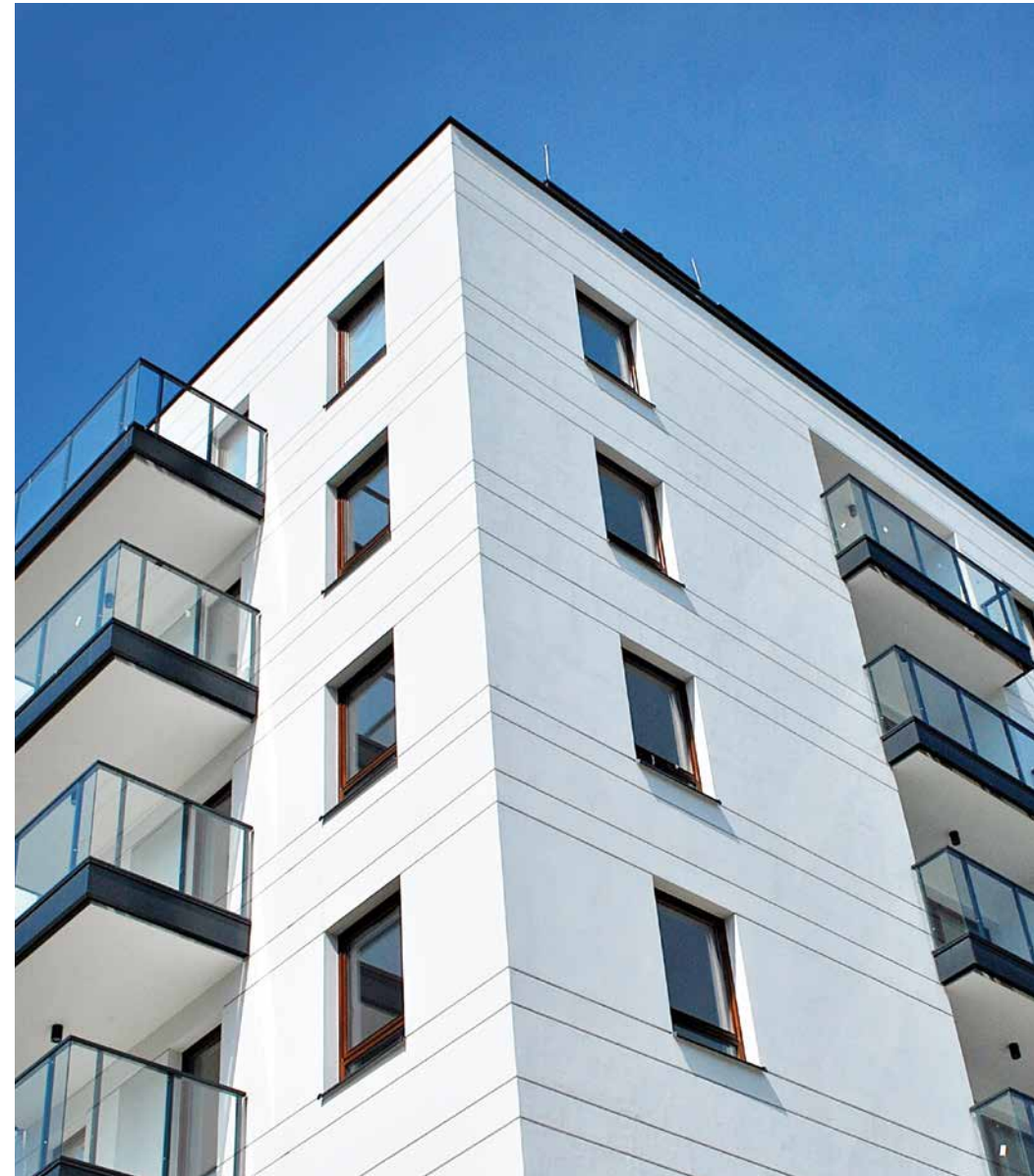
Conflicts of Interest Disclosure	When sourcing a suitable policy, we act as your agent. When placing the insurance, we act as agent of the insurer. In the event of a claim, we act as your agent.
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Remuneration Information	
Total Commission Payable for Policy Placement	£108.47
Out of which Fowler Penfold Property receives as your insurance broker	£108.47
Total Fees Payable for Policy Placement	£60.00
Out of which Fowler Penfold Property receives as your insurance broker	£60.00
Total Premium Finance Commission for arranging for the premium to be paid by monthly direct debit	£0.00
Out of which Fowler Penfold Property receives as your insurance broker	£0.00
Other Remuneration	Fowler Penfold Property are part of the A-One Insurance Group (the "Group"). The Group have an agreement with Allianz which your business contributes towards. If the Group meets certain pre-agreed volume targets during this financial year, then the Group will receive an additional payment from Allianz. The value of the arrangement cannot be calculated today. However, should the Group's account achieve the income targets set by Allianz, the maximum extra commission the Group could earn is 3%.



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 A-One Flatowner?

The A-One 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.

A-One 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 33.3% 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, Tempest or Flood, Escape of water from any tank, apparatus or pipe, Sprinkler Leakage, Theft or attempted theft, Accidental/Malicious damage and Escape of Oil 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, £25,000 any one period of insurance.

Trace and access – costs of locating the source of an escape of water or fuel oil and repair costs – 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.

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 £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 £100,000 any one contract.

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

Clearance of drains, gutters and sewers – covers the costs of clearance resulting from damage to the buildings – up to £1,000 any one period of insurance.

✗ 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 as a result of demolition, excavation or other building work
 - the first £1,000 of any claim.
- Other than claims for subsidence, ground heave or landslip, nil excess applies.
- 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

Tree felling and lopping – covers the costs of removing or lopping trees which are an immediate threat to safety of life or damage to the property insured – up to £2,500 any one claim.

Fences and gates – provides additional cover for storm and flood – up to £250 any one claim.

Garden furniture – provides additional cover for storm and flood – up to £5,000 any one claim.

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

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.

Eviction of squatters – legal costs and expenses incurred to evict unlawful persons on the premises up to £5,000 any one claim.

Removal of vermin or nests – up to £5,000 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.

✗ Significant Exclusions or Limitations

Section 1 – Property Damage continued

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 or during the period 1st October to 1st April each year where the central heating systems are kept working at a minimum of five degrees Centigrade. 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 – 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	 Significant Exclusions or Limitations
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.	• 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 2 – 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 3 – 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 4 – 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.

Fowler Penfold Property and A-One Property Insurance Services are trading names of A-One Insurance Services (Bmth) Ltd. A-One Insurance services (Bmth) Ltd is authorised and regulated by the Financial Conduct Authority, registration number 307536.

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.