



We're on your side



LANDLORD'S CONTENTS INSURANCE

POLICY



AVIVA



Welcome

to Hepburns Landlord's Contents Insurance Policy

Thank you for choosing Hepburns Landlord's Contents insurance. As a customer you have the reassurance of knowing that you're protected by the UK's largest insurer Aviva.

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Our service to you

Complaints procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to sort out all of our customers' problems quickly. To ensure that we provide the kind of service you expect, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if I complain?

- We will acknowledge your complaint within two working days of receiving it
- We aim to resolve complaints following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

If you remain unhappy with the decision you receive from the local branch, you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to sort it out and you are:

- A private policyholder;
- A business with a yearly group turnover of less than £1 million;
- A charity with a yearly income of less than £1 million; or
- A trustee of a trust with a net asset value of less than £1 million.

Please follow the steps on the next page. However, if we do not sort out your complaint within 40 working days, the FOS will accept a direct referral. While we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied:

Step 1 Seek resolution by your insurance adviser or usual Aviva point of contact.

If you are disappointed with any aspect of the handling of your insurance, we would encourage you to contact the manager concerned first. You can write or telephone, whichever suits you, and ask your contact to review the problem.

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details (including your policy number or your claim number or both) to:

The Chief Executive UK Insurance
Aviva
8, Surrey Street
Norwich
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still not happy and you feel the matter has not been dealt with to your satisfaction, please contact the FOS at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

Your Cancellation rights

You have the right to cancel your policy during a period of 14 days after the later of the day of purchase of the contract or the day on which you receive your policy documentation.

If you wish to do so, and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so, and if the insurance cover has already commenced, you will be entitled to a full refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a

pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise your right to cancel you policy, please contact your insurance adviser at Hepburns Insurance
PO Box 732
6–7 Mulcaster Street
Jersey
JE1 1AE

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the premium as stated.

How to claim

If you want to make a claim under this policy, call us on 01534 515151. Please see your policy booklet for further information.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (“FSCS”). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS. website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact, in the first instance, Hepburns Insurance, PO Box 732, 6/7 Mulcaster Street, St Helier, Jersey JE4 0QJ, or telephone 01534 515151, whichever you prefer.

Hepburns Landlord's contents Insurance

Introduction to the policy wording

Please read this policy booklet together with your schedule. These set out the cover you have chosen, plus any limits that apply. You should return the schedule to your insurance adviser immediately if any details are incorrect or if it does not provide the cover you need.

The contract of insurance

This policy is a contract between you and us, Aviva Insurance UK Limited, and is based on the information you gave us when you applied for this insurance.

In return for your premium, we will provide the cover shown in the schedule during the period of insurance.

The law that applies to the contract

The law of England and Wales will apply to this contract unless:

- a. you and we agree otherwise; or
- b. at the date of the contract, you are a resident of (or in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands

or the Isle of Man, in which case the law of that country will apply.

Changes we need to know about

Please tell your insurance adviser immediately if there are any changes which may affect this insurance. For example:

- the people to be insured
- the sums insured are not adequate
- your home is to be left unoccupied for more than 60 days in a row; or
- criminal convictions or cautions of the people insured.

Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If you do not tell us about any change, it may affect any claim you make.

Definitions

Wherever the following words or phrases appear in this policy, they will be shown in **bold** and have the following meanings

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

The United Kingdom, Republic of Ireland, Channel Islands and Isle of Man.

Contents

Household items and personal belongings:

- that **You** own;
- that **You** are legally responsible for; or
- that belong to domestic employees who live with **You**.

The definition of **contents** does not include:

- property insured by any other insurance policy;
- securities (stocks and shares) and documents of any kind;
- motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of **Your home** including ceilings, wallpaper and the like;
- items used for business or professional purposes; or
- any living creature.

Excess

The amount **You** will have to pay towards each separate claim.

Home

The house or flat and its outbuildings, used only for domestic purposes.

Motorised vehicle

Any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **Your home**;
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys; and
- pedestrian-controlled toys and models.

Period of insurance

The period of time the insurance is provided for under this policy, as set out in the schedule, and any other period the policy is renewed for.

Unfurnished

Does not contain enough furniture for normal living purposes.

Unoccupied

Not lived in by **You** or by anyone who has **Your** permission.

Valuables

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery or fur.

We, Our, Us

Aviva Insurance UK Limited

You, Your

The person (or people) named in the schedule, their domestic partner and members of their family (or families) who are permanently living with them.

Contents section

This section applies only if it is shown on the schedule.

Exclusions applying to the Contents section: (See also the General Exclusions on page 9.)
£100 excess, apart from section F where there is no excess.

The following exclusion applies to all sections.
Damage to any property or appliance caused by or resulting from that property or appliance or any part of it (whether belonging to You or not) failing to correctly recognise or respond to any date.

Cover

Section A Contents in the home

Loss of or damage to the **Contents** in the **Home** caused by any of the following.

1. a. Fire, explosion, lightning or earthquake
- b. Smoke

Exclusion applying to 1b:

Loss or damage that happens gradually

2. Storm or flood

3. a. Riot, civil unrest, strikes and labour or political disturbances
- b. Malicious acts

Exclusion applying to 3a:

Loss of or damage to the contents of freezers or fridges caused by a power cut due to a deliberate act, or to strikes by the company (or its employees) supplying Your power.

Exclusions applying to 3b:

Malicious damage caused by:

- You

Loss or damage that happens after the Home has been left Unoccupied for more than 60 days in a row.

4. Being hit by:
 - a. aircraft or other flying objects, or anything falling from them; or
 - b. vehicles or animals.

Exclusion applying to 4b:

Loss or damage caused by domestic animals.

5. Water escaping from water tanks, pipes, equipment or fixed heating systems.

Exclusion:

Loss or damage that happens after the Home has been left Unoccupied for more than 60 days in a row.

6. Oil leaking from a fixed heating system.

Exclusion:

Loss or damage that happens after the Home has been left Unoccupied for more than 60 days in a row.

7. Theft or attempted theft.

Exclusions:

Loss or damage that happens after the Home has been left Unoccupied for more than 60 days in a row.

Theft by deception, unless deception is used only to get into the Home.

Theft of Personal money, unless someone has broken into or out of the Home by using force and violence or has got into the Home by deception.

Theft:

In respect of non self-contained flats, unless involving entry to, or exit from the building, by forcible and violent means, or entry by deception.

In respect of self –contained flats, in any part of the building to which any other tenant has right of access, unless involving entry to or exit from the building, by forcible and violent means.

Loss or damage caused by you, your paying guests or tenants

We will not pay more than £2,500 for any one incident of theft from outbuildings (other than garages).

8. Falling radio or television aerials and dishes, and their fittings and masts.
9. Subsidence or heave of the land that the **Home** stands on, or landslip.

Exclusion:

Damage resulting from the coast wearing away.

10. Falling trees or branches.

Section B Glass and mirrors

Accidental damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the house or flat.

Section C Contents in the open

Loss of or damage to **Contents** by any of the causes listed under section A happening in the open on land belonging to the **Home**.

We will not pay more than £500 for any one incident.

Exclusions:

*Loss or damage that happens after the **Home** has been left **Unfurnished** for more than 60 days in a row.*

Loss of or damage to pedal cycles.

Section D Replacement locks

If keys to the locks of:

- a. external doors of the **Home**; or
- b. alarm systems or domestic safes fitted in the **Home**;

are accidentally lost or stolen, **We** will pay up to £250 in respect of replacing the locks or lock mechanisms

Excluding any loss arising as a result of non returning of keys by a tenant.

Section E Fuel and metered water

Accidental loss of:

- a. domestic heating fuel up to £500
- b. metered water up to £1,000.

Section F Emergency access

Damage to the Contents following necessary access to the Home to deal with a medical emergency or to prevent further damage to the Home.

General Conditions

These conditions apply to all sections of the policy.

1. Your duty to prevent loss or damage

- a. **You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- b. All property insured by this policy must be maintained in good condition.

2. Your policy

Your policy includes:

- **Your** schedule;
- the relevant sections of this booklet;
- any extra policy sections shown in **Your** schedule; and
- any clauses which apply to **Your** cover.

3. Claims

Your duties:

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this policy, **You** must:

- a. tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- b. contact **Us** as soon as reasonably possible and provide all the information and help **We** need;
- c. do all **You** reasonably can to get back any lost or stolen property and tell **Us** without unnecessary delay if any property is then returned to **You**;

- d. send **Us** all correspondence, legal documents or any other document unanswered; and
- e. avoid discussing liability with anyone else without **Our** permission.

Proof of value and ownership

To help **You** prove any loss, **We** recommend that **You** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

Our rights

- a. **We** may:
 - take over and defend or settle any claim in **Your** name; or
 - prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- b. **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.

Limit

For any claim or series of claims involving legal liability covered by this policy, **We** may pay:

- a. up to the limit shown in the Policy (less any amounts already paid as compensation), or
- b. any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

4. Fraud

If **Your** claim is in any way dishonest or exaggerated **We** will not pay any benefit under this policy or return any premium to **You**. **We** may also tell the police.

5. Other insurance

If there is any other insurance covering the same claim, **We** will only pay **Our** share of the claim, even if the other insurer refuses the claim.

6. Monthly premiums

If **You** have chosen to pay monthly premiums, these will be due on the start date of insurance shown in the schedule and on the same date of each following month. If **You** do not pay the first premium, this Policy will not be valid. If **You** have paid one or more premiums but then fail to pay any premium after that on the date it is due, **We** will have the right to cancel the policy on that date.

7. Cancelling this policy

- a. **You** have the right to cancel **Your** policy during a period of 14 days after the latter of the day of purchase of the contract or the day on which **You** receive **Your** policy documentation. If **You** wish to do so and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid. Alternatively, if **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to

a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the policy.

- b. **We** (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this policy by sending 14 days notice to **Your** last known address. As long as **You** have not made a claim during the current **Period of Insurance**, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the policy.

8. Your duty to keep to the conditions of this policy.

To be covered by this insurance, **You** must keep to the terms and conditions of this policy.

9. Arbitration

If **We** have accepted **Your** claim but disagree with the amount **We** should pay, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

General Exclusions

This policy does not cover:

1. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event:
 war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to

- a. the use or threat of force and/or violence and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

This paragraph 2 applies only in respect of the Contents and Personal Belongings sections of this policy.

3. Any action taken in controlling preventing suppressing or in any way relating to 1 or 2 above

4. Radioactivity

Loss, damage or liability which involves:

- a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. a sudden and unexpected accident which can be identified; or
- b. oil leaking from a domestic oil installation at the **home**.

Index Linking

We will change **Contents** and personal belongings sums insured each month and confirm them each year at the renewal date, in line with published alterations in the level of the Retail Prices Index or a suitable alternative index chosen by us for **Contents** and personal belongings (but not **Personal money** and credit and debit cards).

The new sums insured and renewal premium will be shown on **Your** renewal notice. However, **We** will not reduce sums insured if an index value reduces, unless **You** ask **Us** to do so.



THE FINANCIAL SERVICES AUTHORITY (FSA)

The FSA is the independent watchdog that regulates financial services.

Hepburns Insurance Services Limited is authorised and regulated by the FSA.

Our FSA registration number is 313541

We're on your side

If you have any questions at all, please don't hesitate to contact one of our friendly staff:

Monday - Friday 9.00am - 5.00pm

Helpline: 01534 515151

Helpline Fax: 01534 515152

Email: hisl@hepburnsinsurance.com

Hepburns Insurance, PO Box 732, 6/7 Mulcaster Street, St. Helier, Jersey JE4 0QJ

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