



# Caravan and Trailer Insurance

Policy Document



**LVE**

## Welcome to LV=

Thank you for choosing LV= caravan and trailer insurance. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, so please keep it safe with your schedule.

This product meets the demands and needs of someone wishing to insure their caravan or trailer. The level of cover and any optional extras you have chosen will be shown on your schedule. Liverpool Victoria Insurance Company Limited (LV=) has not provided you with any advice or recommendations as to whether this product meets your specific insurance requirements. Our staff are paid a salary and may receive an annual bonus but these are not directly influenced by your decision to purchase this policy. You should review your insurance requirements on a regular basis.

All communication will be in English. You can get this and other documents from us in Braille, large print or audiotape by contacting us. Calls will be recorded for training and monitoring purposes.

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## Your caravan and trailer insurance policy

Please read this document of caravan and trailer insurance and the schedule as one document. This is your contract of insurance with us.

In return for your premium we'll give you insurance cover as set out in this booklet according to the cover selections and period of insurance shown on your schedule.

Your policy is underwritten by Liverpool Victoria Insurance Company Ltd.

### Our commitment to you

We'll always:

- make sure all the information we give you is clear and accurate;
- be fair and reasonable;
- act promptly.

### Your responsibility to give us correct information

Please make sure all the information you give us is correct and complete and let us know if anything is incorrect. This is important because if you don't we may cancel your insurance from its start date and/or not pay your claim. If you're not sure whether you need to tell us about something please ask.

## Useful information

### To make a claim

**0800 633 5814 (24 hours a day, 365 days a year)**

Follow these simple steps:

1. Check you're covered by looking at this booklet and your schedule;
2. Call us as soon after the incident as possible – please have your policy details and information about the claim ready when you call;
3. Speak to us before you make any arrangements for replacement or repair;
4. Tell the police immediately if your property is stolen or vandalised.

### How to make a complaint

If you wish to make a complaint, please contact us by phone on **0800 085 5664**, for Text Phone please dial 18001 first, email [GIFeedback@LV.co.uk](mailto:GIFeedback@LV.co.uk) or write to us. If you prefer to write, please address your letter to: The Customer Relations Manager, LV=, County Gates, Bournemouth, BH1 2NF.

Please quote your policy number in all correspondence. For more information, please visit the complaints section on our website: [LV.com/insurance/complaints](http://LV.com/insurance/complaints)

**A copy of our internal complaints procedure is available on request.**

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving our final response letter.

The address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

For more information please visit [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

Telephone: **0800 023 4567** (free for people phoning from a 'fixed line', for example, a landline at home) or **0300 123 9123** (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02) or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Making a complaint will not affect your right to take legal action.**

### What happens if we can't meet our liabilities?

If we can't meet our liabilities, you may be able to claim from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation depending on what kind of insurance you have. Caravan and trailer insurance is covered for 90% of the claim as it's a non-compulsory insurance product.

You can get further information from: [www.fscs.org.uk](http://www.fscs.org.uk), phone **0800 678 1100** or **0207 741 4100**, email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Definitions

**Wherever these definitions appear in this document of caravan and trailer insurance, they have the same meaning:**

Accidental damage	damage caused suddenly by external means which is not expected and not deliberate.
British Isles	Great Britain, the Channel Islands, the Isle of Man, Northern Ireland and the Republic of Ireland.
Caravan	the private caravan that belongs to you.
Claim	a single loss or series of losses arising from one incident or illness.
Document of caravan and trailer insurance	this booklet.
Europe	any member country of the EU, any country within the European continent west of the Ural mountains and countries with a Mediterranean coastline.
Excess	the first amount of any claim you must pay.
Family	you, your spouse/partner and any other relatives or any other person, who is not a paying guest, all permanently living within your home.
Limit of cover	the most we will pay in respect of any claim.
Market value	the cost of replacing your caravan or trailer with one of the same make, model and specification, taking into account its age and condition. To determine the market value, we'll usually ask an engineer for advice and refer to guides and any other relevant sources. We'll consider the amount you could reasonably have obtained for your caravan or trailer if you sold it immediately before the accident, loss or theft and not the price you paid for it.

Money	cash, cheques, postal and money orders, banker's drafts, luncheon vouchers, saving stamps and certificates, bonds, current postage stamps, travellers cheques, travel tickets, season tickets and gift tokens belonging to, or the responsibility of, you or your family.
Period of insurance	the length of time that the contract of insurance applies for. This is shown on your schedule.
Personal belongings	items which are designed to be worn or carried.
Schedule	forms part of your contract with us and includes: <ul style="list-style-type: none"> <li>■ your details;</li> <li>■ the period of insurance;</li> <li>■ those sections of this document of caravan and trailer insurance that apply;</li> <li>■ limits of cover;</li> <li>■ any conditions which may vary the terms of this document of caravan and trailer insurance.</li> </ul>
Trailer	the private trailer that belongs to you.
We, us or our	Liverpool Victoria Insurance Company Limited.
You, your	the person or people shown on the current schedule.

## General exceptions

**These General exceptions apply to this whole contract of caravan and trailer insurance and they will apply in addition to what's shown under 'What's not covered' in each section of this document of caravan and trailer insurance.**

### **1. Changes in circumstances – notification and acceptance**

**This insurance won't apply unless:**

- you've told us about any change as listed in General conditions; and
- we've agreed to provide cover and have issued a schedule, where appropriate.

### **2. We will not pay for:**

- any indirect loss such as loss of earnings or travel expenses;
- any caravan used as a permanent residence, mobile home or commercial premises;
- any claim arising from:
  - anything which happens gradually including deterioration, depreciation in value, wear and tear, settlement or shrinkage;
  - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
  - any process of cleaning, repair or alteration;
  - electrical or mechanical failure or breakdown;
  - faulty design, materials or workmanship;
  - loss or damage to your computer or smart devices, e.g. tablets, smart phones, smart televisions, smart parking devices caused by hacking or computer viruses;
  - loss or damage deliberately caused by you, your family or any other person using your caravan or trailer;
  - loss or damage to any items used in connection with any business, trade or profession;
  - war, civil war, terrorism (by nuclear and/or chemical and/or biological and/or radiological means), rebellion or revolution.
- any loss, damage, liability or cost directly or indirectly caused by:
  - radiation or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel;
  - the radioactive, toxic, explosive, hazardous or contamination properties of any nuclear installation, reactor, or other nuclear assembly or its component part;
  - any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

# General conditions

**We'll only provide cover under this policy if you and any other person covered by this insurance meet all the terms and conditions in this document of caravan and trailer insurance including those shown on your schedule.**

## 1. Care of your caravan or trailer

You or any person in charge of your caravan or trailer must take care to:

- maintain it in good condition;
- protect it from damage or loss; and
- recover lost property.

You must give us or our agents access to examine your caravan or trailer.

## 2. Your responsibility to provide correct information

When applying for, amending or renewing this insurance, you must answer all questions truthfully and to the best of your knowledge, including questions that apply to any other person covered by this insurance.

Your schedule shows the answers you've provided and you must let us know if any of the details are incorrect as soon as possible after receiving your documents. At renewal, you must also let us know if any of the information has changed, including any claims or convictions for you and/or anyone insured under your policy.

### Changes you need to tell us about during the period of cover

You must tell us as soon as possible if:

- you sell or change your caravan or trailer;
- you change the use of your caravan to holiday let;
- you change your address.

If you make any of the changes above, you won't be covered unless we've agreed to provide cover and issued a schedule, where appropriate. This means that, if you don't tell us, we may reject any claim or reduce the amount of payment we make.

If we agree to your change it may result in an additional or return premium and may be subject to an administration charge. Your schedule gives details of the charges that may apply.

If the changes you make mean we can no longer insure you, we'll give you notice of cancellation. Please see General conditions, our rights to cancel your insurance.

### Documents and information you may need to give us

To help us validate your details, you may be asked to send us documents, information or allow us to have access to databases.

Examples of documents or information we may require include proof of your address and a copy of your utility bill.

Failure to provide the requested documents, information or authority to access any requested databases may result in your policy being cancelled. If a refund is paid, we'll deduct our charge for the cancellation and for the time you've been on cover.

## 3. Misrepresentation, fraud and financial crime

If you or anyone representing you:

- provides us with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;



- deliberately misleads us to obtain cover, gain a cheaper premium or more favourable terms;
- provides us with false documents;
- makes a fraudulent payment by bank account and/or card;

we may:

- amend your policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any administration charges. If you pay by instalments, you will be informed if this additional premium cannot be added to your current instalment plan and must be paid in full;
- reject a claim or reduce the amount of payment we make;
- cancel or avoid your policy (treat it as if it never existed), including all other policies which you have with us, and apply a cancellation charge.

Where fraud is identified, we'll also:

- not return any premium paid by you;
- recover from you any costs we've incurred;
- pass details to fraud prevention and law enforcement agencies who may access and use this information.

### **3.1 Claims fraud**

If you or anyone representing you makes a claim or part of any claim that is fraudulent, false or exaggerated, we may:

- reject the claim or reduce the amount of payment we make;
- cancel your policy from the date of the fraudulent act and not return any payment paid;
- recover from you any costs we've incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act; and
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

## **4. Accident and claims procedure**

You or any other person claiming under this insurance must:

- give us full details of the incident as soon as possible;
- send to us immediately all communications for other people involved which must not have been replied to;
- immediately tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process which must not have been replied to;
- provide us with information relevant to your claim that we may require to help us validate and process your claim, such as purchase receipts, valuations, photographs and reports;
- tell the police immediately if your property is stolen or vandalised;
- tell us if any lost or stolen property is subsequently recovered.

You or any other person must not, without our permission:

- negotiate or admit responsibility; or
- make any offer, promise or payment; or
- make your own arrangements for repair or replacement.

We'll be entitled to:

- have total control to conduct, defend and settle any claim;
- take proceedings in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we have made.

## **5. Other insurances**

If any loss or damage is covered by this insurance and is also covered by any other insurance, we'll only pay our share.

## **6. Cancellation**

### **Our rights to cancel your insurance**

We'll cancel your insurance by giving you 7 days' notice if:

- we identify misrepresentation or any attempt to gain an advantage under this insurance to which you're not entitled, see general conditions 3;
- we identify your involvement in, or association with insurance fraud and/or financial crime;
- you don't pay the premium or an instalment when we have notified you that the outstanding amount is required by a specific date;
- you or anyone else covered by this insurance hasn't met the terms and conditions in this document of caravan and trailer insurance including those shown on your schedule;
- a change in your circumstances means that we can no longer provide cover;
- you behave in a manner that makes it inappropriate for us to continue your insurance, e.g. if you harass or show abusive or threatening behaviour towards our staff.

Our cancellation notice will confirm the reason for cancellation and be posted and/or emailed to you.

The insurance will end immediately when stated on the cancellation notice. But if you've just taken out the policy or renewed with us and the premium is unpaid, we'll cancel your insurance from the start/renewal date. We'll refund the balance of your premium that applies to the remaining period of cover.

If a refund is paid, a cancellation charge will be deducted from the refund.

If a claim has been made or misrepresentation, fraud or financial crime identified, we'll cancel your cover but may not refund any premium. If you're paying by instalments, you must still pay us the balance of the full annual premium.

### **Your rights to cancel your insurance**

You can cancel any time before your start date and will not be charged. At the start of your insurance, you have 14 days to check you're happy with the policy you've bought. If you're not, just let us know before the 14 days are up. If you do this within 14 days of when you receive your documents, we'll refund any money you've paid less a charge for the time you've been on cover.

You can cancel your insurance cover at any time. We'll refund any money you've paid less a charge for the time you've been on cover and apply a cancellation fee if this is after the first 14 days. If you've made a claim then no refund will be paid. If you pay monthly, you must still pay us the full balance of your annual premium. All the charges can be found on your Schedule.

## **Cancellation at renewal**

You'll receive your renewal quotation around 3 weeks before your renewal date. The quotation will show your annual premium and any changes that may apply.

If you haven't chosen the automatic renewal option, you'll need to contact us before your renewal date to continue your insurance. If you've asked us to automatically renew your policy, we'll use the payment details you've previously given us and renew before the expiry date. If your card details have updated, your card provider may let us know.

If you want to cancel your insurance or change the way you pay, you must tell us before the renewal date. If you renew, but then change your mind, if you tell us before the renewal date, we'll refund what you've paid. If you cancel after the renewal date, we'll refund any money you've paid less a charge for the time you've been on cover and apply a cancellation fee if this is after 14 days. Any refund sent to you will be within 7 days of you asking to cancel

## **Renewal of your policy**

We reserve the right not to invite the renewal of your policy.

## **Insurance premiums**

All premiums include insurance premium tax where applicable. You may also have to pay other taxes or costs, for example if the premium is reimbursed by an employer it may be classed as a taxable benefit in kind. If so you'll need to pay this tax or cost yourself.

### **7. Premium payment by instalments**

- if you agree to pay your premium by monthly direct debit or a similar arrangement you must pay any deposit we ask for and make sure your instalment payments are kept up to date;
- if you make a claim, we may deduct any outstanding amounts due to us before paying the claim.

### **8. Joint policyholder permissions**

- Joint policyholders can make changes to policies, including cancellation;
- If the policy is being paid by instalments, any change resulting in an increased premium will need authority from the policyholder so the payment can be added to the credit agreement;
- If the policyholder's circumstances change, a new policy may be offered in the joint policyholder's name.

### **9. Administration charges**

We'll apply a charge to cover our administration costs in certain circumstances. Please refer to your schedule for details of the charges.

This charge will be added to any premium due or deducted from any refund due in respect of the amendment to your insurance.

### **10. The law that applies to your insurance**

The law of England and Wales applies to your contract with us.

## What's covered

We'll provide the following cover for any loss or damage to the caravan or trailer for the causes below up to the limit of cover shown on your schedule:

What's covered	What's not covered
<p><b>Accidental loss or damage</b> in the British Isles and up to 180 days elsewhere in Europe in any one period of insurance, for:</p> <ul style="list-style-type: none"> <li>■ <b>your caravan or trailer structure</b>, including its fixtures and fittings, any awnings, floor coverings, mattresses, generators and bottled gas equipment up to the limit of cover shown on your schedule;</li> <li>■ <b>your caravan contents (optional cover)</b>, including personal belongings, luggage, furnishings and other equipment contained in or while in use from, your caravan up to the limit of cover shown on your schedule.</li> </ul>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>■ if your caravan, trailer or caravan contents are in Europe for more than 180 days in one period of insurance;</li> <li>■ caused by animals including domestic pets;</li> <li>■ to bicycles;</li> <li>■ to money;</li> <li>■ caused by theft or attempted theft from your caravan when left unattended without being locked;</li> <li>■ caused by moths, insects, mildew or fungus;</li> <li>■ damage to tyres;</li> <li>■ to software or downloaded information;</li> <li>■ to your computer or smart devices, e.g. tablets, smart phones, smart televisions, smart parking devices caused by hacking or computer viruses;</li> <li>■ when your caravan or trailer is let out (unless you have told us and it is shown on your schedule);</li> <li>■ caused by deception, fraud or trickery.</li> </ul> <p>Also:</p> <ul style="list-style-type: none"> <li>■ any amount more than the manufacturer's latest list price of any part or accessory;</li> <li>■ the cost of replacing any undamaged item or part of any item just because it forms part of a matching set or suite;</li> <li>■ the cost of replacing matching flooring in separate rooms.</li> </ul>

What's covered	What's not covered
<p><b>Loss of keys</b></p> <p>We'll pay for the reasonable cost of replacing locks and keys to the external doors and security systems of your caravan or trailer if your keys are lost or stolen.</p>	
<p><b>Loan to family and friends</b></p> <p>We'll cover your caravan or trailer when being used for private purposes by any member of your family, other relatives or friends.</p>	
<p><b>The following cover is also included up to the limits shown:</b></p>	
<p><b>Personal accident</b></p> <p>We'll pay up to £10,000 if you, your spouse or partner are injured whilst:</p> <ul style="list-style-type: none"> <li>■ in, getting into, or out of your caravan;</li> <li>■ hitching your caravan or trailer;</li> <li>■ loading or directly working on them if within 12 months of the accident, this injury alone results in: <ul style="list-style-type: none"> <li>– death;</li> <li>– permanent loss of any limb above the wrist or ankle;</li> <li>– permanent and total loss of use of any limb above the wrist or ankle;</li> <li>– permanent and total loss of hearing in one or both ears;</li> <li>– permanent and total loss of sight in one or both eyes;</li> <li>– permanent total disablement, resulting in an inability to do any sort of work for the remainder of their life.</li> </ul> </li> </ul> <p>We'll pay the injured person or their legal representative.</p>	<ul style="list-style-type: none"> <li>■ any injury or death resulting from suicide or attempted suicide;</li> <li>■ any injury or death if you, your spouse or partner were under the influence of alcohol or drugs at the time of the incident.</li> </ul>

What's covered	What's not covered
<p><b>Alternative accommodation/hiring another caravan or trailer tent</b></p> <p>If whilst your caravan or trailer tent is in use it is destroyed or rendered uninhabitable for more than 24 hours following loss or damage covered by this insurance, we will pay the cost of hiring another caravan or trailer tent or staying in other accommodation for the remainder of that planned period of use.</p> <p>The limit of cover is £100 per day, for no more than 15 days.</p>	
<p><b>Liability to the public</b></p> <p>Any amount you, a member of your family, a relative or friend become legally liable to pay for bodily injury or disease to people or loss of or damage to property arising out of the ownership or use of your caravan or trailer.</p> <p>The limit of cover is £2,000,000 for each claim or series of claims arising from one event, including claimants' costs and expenses. We'll also pay all other costs and expenses incurred with our written consent within this limit.</p>	<ul style="list-style-type: none"> <li>■ bodily injury or disease to you, a member of your family or friend whilst using your caravan or trailer;</li> <li>■ loss of or damage to property owned by or in the custody or control of a member of your family, a relative or friend;</li> <li>■ any liability: <ul style="list-style-type: none"> <li>– when your caravan or trailer is attached to any vehicle;</li> <li>– arising from an accident caused by your caravan or trailer becoming detached from any towing vehicle;</li> <li>– resulting from an agreement you have with another party;</li> <li>– when your caravan or trailer is let for hire or reward or is being used other than for private purposes;</li> <li>– covered by any other insurance.</li> </ul> </li> </ul>

## Basis of settlement

**This section describes how we deal with your claim.**

If the loss or damage is covered by this insurance we'll agree with you whether to:

- arrange for repair or replacement using one of our suppliers; or
- pay the cost of repair; or
- make a cash payment.

We'll make a deduction for wear and tear for claims relating to the structure of your caravan or trailer unless your caravan or trailer falls within the 'new caravan or trailer replacement' rules. No deduction for wear and tear will be made for caravan contents, unless the:

- item is not in a good condition; or
- item is not replaced.

### **New caravan or trailer replacement**

We'll replace your caravan or trailer as new with a caravan or trailer of the same make, model and specification provided:

- the loss or damage is covered by this insurance;
- you bought the caravan or trailer from new within the last 5 years;
- it's damaged beyond economic repair or stolen and not recovered; and
- it's available within the British Isles.

If we make a payment for a caravan or trailer that is damaged beyond economic repair or stolen and not recovered, the most we'll pay is the repair cost, or the market value, whichever is lower. The caravan or trailer will then become ours.

### **Limit of cover**

The most we'll pay is the market value of your caravan or trailer, up to the limit of cover shown on your schedule. If the limit of cover at the time of loss or damage is less than the market value, we'll reduce the amount claimed in proportion with this under insurance. For example, if the limit of cover is equal to 75% of the market value, we'll only pay 75% of your claim.

### **Excesses that apply**

If your schedule shows that you have to pay an excess, this is the amount you must pay as the first part of any claim.

The limit of cover will be applied after payment of any excess.

### **Removal to and from repairers**

Provided the loss or damage is covered by this insurance we'll pay the cost of taking your caravan or trailer to the nearest repairer and after repair returning it to your address shown on your schedule.

### **Insurance conditions**

At all times when not in use, or when left unattended, your caravan or trailer must be immobilised by use of a hitch lock, wheel clamp or alarm system.

## Legal Expenses

**This section applies to both caravans and trailers.**

This section of your insurance is managed independently on our behalf by Arc Legal Assistance (Arc).

If you're involved in an accident that's not your fault, our legal expenses insurance will provide cover for up to £100,000 of legal expenses in attempting to recover your uninsured losses.

**Uninsured losses include the following:**

- compensation for injury or death;
- your policy excess;
- compensation for you not being able to use your caravan or trailer;
- accident repair costs;
- compensation for damage to your caravan contents.

## How to claim

Contact our legal advice helpline on **0800 202 8671** as soon as you are aware of an insured event that may result in a claim, and please have your caravan and trailer insurance policy number available when you call. For Text Phone first dial 18001. Calls will be recorded for training and monitoring purposes.

This service is provided by one of our approved suppliers who are authorised and regulated by the Solicitors Regulation Authority.



## Definitions

Wherever these definitions appear in this legal expenses section, they have the following meaning and are in addition to the definitions shown at the beginning of this document of caravan and trailer insurance.

Court	court, tribunal or other suitable authority.
Insured person	you and/or your family.
Legal expenses	<p>legal fees, costs and expenses incurred by your legal representative which will be assessed on the standard basis. Third party costs shall be covered if awarded against you and paid on the standard basis of assessment.</p> <p>The most we will pay for all legal expenses will be equivalent to our standard scale of charges as applicable to our panel of legal representatives and available on request from Arc. You will be responsible for any costs in excess of this scale. No excess applies to legal expenses claims.</p>
Legal representative	our panel legal firm appointed by Arc, or their agents to act on your behalf, or any other suitably qualified person appointed to represent you under the terms and conditions of this policy.
Proportional	<p>in determining whether or not legal expenses is proportional to the potential benefit of pursuing your claim, the following will be taken into account:</p> <ul style="list-style-type: none"> <li>■ the amount of money at stake;</li> <li>■ the value and complexity of the case;</li> <li>■ the geographical location of the policyholder and the other party to the action;</li> <li>■ the stance of the other party;</li> <li>■ whether a reasonable person without legal expenses insurance would pursue the matter and finance their own legal costs.</li> </ul>
Reasonable chance of success	<p>more than a 50% chance that you will win the case and achieve a positive outcome. Examples of a positive outcome are being able to:</p> <ul style="list-style-type: none"> <li>■ recover the amount of money at stake;</li> <li>■ enforce a judgement;</li> <li>■ obtain an outcome which best serves your interest;</li> <li>■ recover an amount greater than that being offered by the other party.</li> </ul>

# Your cover

We'll pay up to £100,000 for legal expenses for the following:

What's covered	What's not covered
We'll pay for legal expenses to recover the insured person's uninsured losses following an incident that's not your fault which causes: <ul style="list-style-type: none"><li>■ damage to your caravan (or to your caravan contents within it), your trailer; or</li><li>■ death or injury to an insured person while in or on your caravan or trailer.</li></ul>	Claims: <ul style="list-style-type: none"><li>■ arising from medical or clinical treatment, advice, assistance or care;</li><li>■ for stress, psychological or emotional injury unless it arises from you suffering physical injury;</li><li>■ for illness, personal injury or death caused gradually and not by a specific sudden event.</li></ul>

**Provided that:**

- the insured event occurs within the period of insurance;
- the insured event occurs within and the legal proceedings will be carried out in a court within the British Isles or Europe;
- the insured person complies with the terms and conditions of this insurance.

## General exceptions – legal expenses

**(These General exceptions are in addition to the General exceptions shown at the beginning of this document of caravan and trailer insurance.)**

**We will not pay any legal expenses if:**

- the cost of legal expenses to pursue your claim is not proportional to the expected benefit;
- the incident happened before you bought this insurance;
- you claim more than 180 days after the date of the event, unless your delay in notifying your claim has not affected the likely costs or outcome;
- your claim is fraudulent, false or exaggerated or you do anything that harms either the chances of your or our success in proceedings for a civil claim or your defence of a prosecution;
- the other side is unlikely to be able to pay your claim;
- you act against Arc's advice or the advice of your legal representative;
- the legal representative refuses to act for you;
- you unreasonably withdraw from legal proceedings despite your claim having a reasonable chance of success and where such a withdrawal is likely to affect the cost of your claim;
- your claim is settled or discontinued without Arc agreeing to this beforehand;
- Arc haven't agreed, in advance, the purpose and amount of any legal expenses, or they relate to a period before Arc have accepted your claim;
- at any time, your claim does not have a reasonable chance of success.

**We will not pay any legal expenses for claims directly or indirectly relating to:**

- an application for a judge to review the legality of a decision made or action taken by a public body.

## **General conditions – legal expenses**

**(These General conditions are in addition to the General conditions shown at the beginning of this document of caravan and trailer insurance.)**

**You must do the following:**

- provide at your own expense information relevant to your claim such as reports, photographs, plans or other supporting documents to help Arc and/or your legal representative assess whether:
  - your claim is covered;
  - your claim has and continues to have a reasonable chance of success;
  - the cost of legal expenses to pursue your claim is proportional and continues to be proportional to the expected outcome.
- contact our legal assistance helpline before you take any action that may result in a claim and before you run up any legal expenses;
- take all reasonable steps to settle your claim by negotiation and work with Arc and your legal representative to achieve a satisfactory outcome to your claim;
- follow the advice that Arc and/or your legal representative give you;
- keep the cost of your claim as low as possible;
- keep Arc and your legal representative informed about the progress of your civil claim (including any offers to settle);
- try to recover your legal expenses from the other side, including allowing Arc or your legal representative to bring proceedings in your name;
- allow Arc to obtain any information, document or file from your legal representative including an opinion on your chances of success and the proportionate benefit to you of making your civil claim.

**Appointing a legal representative**

We have chosen a panel of legal firms to provide legal services to our customers.

There is nothing in our relationship with our panel legal firms which affects their ability to act in your best interests.

If your claim is accepted, a legal representative from our panel will be appointed to act for you.

You have the right to choose your own legal representative to represent you if it is necessary to take your claim to court or if a conflict of interest arises.

**Where you choose to use your own legal representative:**

- you must not agree to any legal expenses without Arc's prior written permission;
- your legal representative will be appointed to act for you in line with Arc's standard terms of appointment (you can ask us for a copy).

**We will not pay for:**

- legal expenses that are unreasonable;

- legal expenses incurred by your legal representative in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- any shortfall in costs recovered from another party where the claim has been successful and costs have been recovered.

**We can do the following:**

- pay an amount to settle your claim or to pursue an action in the Small Claims Court;
- refuse to pay any further legal expenses if you don't accept any offer in a civil claim, which Arc and your legal representative agree is reasonable. In assessing whether an offer is reasonable the likelihood of achieving a higher award and whether the likely cost of continuing the claim is proportional will be considered;
- give your legal representative and/or Arc all information we have about you or your claim including any medical information;
- refuse to pay further legal expenses if your claim does not have a reasonable chance of success or the cost of legal expenses is no longer proportional to the expected benefit.

**Personal injury claims**

As part of any claim for personal injury your legal representative may need to arrange for you to be medically examined by a doctor. They may appoint a medical agency to arrange this examination. The medical agency will consider whether rehabilitation would assist you in recovering from your injury. We do not restrict your legal representative in their choice of medical agency and rehabilitation provider.

**Disputes**

**How to complain**

If you have a complaint please contact Arc quoting your claim number. You can write to:

The Customer Services Team Arc Legal Assistance PO Box 8921  
Colchester  
CO4 5YD

email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Under the Solicitor Client Confidentiality Rules, your legal representative is required to obtain your written consent in order to release any information relating to your case to us.

If Arc cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving a final response letter from Arc.

The address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Phone: **0800 023 4567**

email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

For more information please visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**Making a complaint won't affect your right to take legal action.**

## Arbitration

If your complaint cannot be dealt with by the Financial Ombudsman Service, any dispute between you and us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. **We and you must keep to the arbitrator's decision, which is binding. The arbitrator may require you or us to pay the cost of the arbitration.**

## A summary of our privacy policy

Liverpool Victoria Insurance Company Limited is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Liverpool Victoria Insurance Company Limited is part of Liverpool Victoria General Insurance Group (LVGIG), and LVGIG is part of the Allianz Group. More information can be found at [www.lv.com/insurance/terms/lv-companies](http://www.lv.com/insurance/terms/lv-companies)

If you have any questions about how we process personal information, please get in touch with us by writing to: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at [GICustomerSupport@LV.co.uk](mailto:GICustomerSupport@LV.co.uk)

You can also contact our Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at [Gldataprotection@LV.co.uk](mailto:Gldataprotection@LV.co.uk)

Under data protection law, you have rights we need to make you aware of. The rights available to you depend on our reason for processing your information.

You have the right to:

- access the personal information we hold about you, or anyone on the policy
- correct personal information you think is inaccurate or to update information you think is incomplete
- have personal information deleted in certain circumstances
- restrict us processing personal information, under certain circumstances
- receive personal information in a portable format. This only applies to information you have provided to us
- object to us processing personal information, under certain circumstances

You can also ask us to review an automated decision.



## To make a claim

24 hours a day, 365 days a year

**0800 633 5814**

For Text Phone first dial 18001.

Calls will be recorded for training and monitoring purposes



You can get this and other documents from us in Braille, large print or on audiotape by contacting us.

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