

# flow

## Document of Car Insurance

A flexible monthly insurance subscription



Powered by 

# Welcome to Flow

Thanks for choosing Flow, your monthly car insurance subscription.

In this booklet, you'll find everything you need to know about the cover you have with your subscription – including what is covered and what isn't - so please keep it safe with your schedule and certificate of insurance.

Flow is a monthly insurance subscription. By choosing this product you agree to pay for your insurance by recurring payment from your credit or debit card. Your insurance subscription will automatically continue each month unless you tell us otherwise. Flow will allow you to manage your insurance through your online account. We won't charge you any administration fees if you decide to change your details or cover and you are free to cancel your insurance subscription at any time without a cancellation fee.

This product meets the demands and needs of someone looking to insure their car. The level of cover and any optional extras you've chosen will be shown on your schedule. We haven't given you any advice or recommendations as to whether this product meets your specific insurance requirements.

Just so you know - our staff are paid a salary and may receive an annual bonus, but these are not directly influenced by your decision to purchase this insurance subscription.

All communications will be in English. You can get this and other documents from us in Braille, large print or audiotape by logging into your account.

## Duplicate cover

This product may not be suitable if you already have the same cover elsewhere e.g. with another insurer or broker, car manufacturer or other providers of car insurance. You'll need to consider whether you may be paying for duplicate cover and you should review your insurance requirements on a regular basis.

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# Your car insurance subscription

Please read this document of car insurance, your schedule and your certificate of motor insurance as one document. This is your contract with us.

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

Your subscription cover is underwritten by Liverpool Victoria Insurance Company Ltd.

## Our commitment to you

We'll always:

- give you clear and correct information;
- be fair and reasonable;
- act as quickly as we can.

## Giving us the correct information

It's important you give us correct information as we could cancel your car insurance subscription back to the start date and/or not pay a claim if you don't. Also, please check your contract and let us know if you think anything is wrong or doesn't seem right. If you're not sure whether you need to tell us about something, it's always best to check with us.

### To make a change

You can log into your insurance subscription account to make changes such as - a change of car, additional driver or cancelling your car insurance subscription.

### To make a claim

**0800 030 4897** (24 hours a day, 365 days a year)  
**(+44) 1202 848509** if calling from abroad

Follow these simple steps:

- Phone us as soon as you can.
- If your car is stolen or vandalised, report this to the police first and note the crime reference number.
- Speak to us before you make arrangements to repair, replace your car or settle your claim.

### To make a complaint

If you're not happy for any reason, we want to make sure things are put right.

Please email [customerrelations\\_flow@lv.com](mailto:customerrelations_flow@lv.com) or write to the Customer Relations Manager, LV=, County Gates, Bournemouth, BH1 2NF. Please include your car registration number.

More information can be found on [lv.com/insurance/complaints](http://lv.com/insurance/complaints). If you'd like a paper copy, we can also send you our complaints procedure in the post.

If you're not happy with the outcome of your complaint, you can contact the Financial Ombudsman Service within 6 months of receiving our final response letter.

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

**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;

- compulsory insurance, such as third party motor liability, 100% of the claim is covered
- non-compulsory insurance, such as accidental damage to your car, 90% of the claim is covered

You can get further information from:

[www.fscs.org.uk](http://www.fscs.org.uk)

# Definitions

Here's a breakdown of some of the common terms you'll see in this document of insurance – wherever they appear, they have the same meaning:

<b>Accessories</b>	Specifically designed parts or products (including spare parts) for your car e.g. roof/cycle racks and roof boxes
<b>Account holder</b>	The person on your certificate of motor insurance and your schedule named as the account holder. This person is responsible for the cover, including paying the premium and who we'll contact
<b>Advanced Driver Assistance Systems (ADAS)</b>	Electronic systems fitted to your car that will assist the control of your car
<b>Certificate of motor insurance</b>	Forms part of your contract with us and is proof your car is insured as required by law. It shows the registration number, who can drive it and what your car can be used for
<b>Contract</b>	This document of car insurance, your certificate of motor insurance and your schedule
<b>Document of car insurance</b>	This booklet
<b>Driving</b>	Includes using or being in charge of a car
<b>Excess</b>	The first amount of any claim which you must pay. There may be more than one excess, part of which may be a voluntary excess you've chosen. The total excess is shown on your schedule
<b>Ignition device</b>	A key or any other device which is used to gain entry and/or start your car but excluding other communication devices, such as smart phones/ watches or tablets
<b>In-car equipment</b>	Audio equipment, permanently fitted car phone, dashboard/windscreen camera, DVD player, TV and satellite navigation equipment but excluding other communications devices such as smartphones/watches or tablets
<b>Main driver</b>	The person that drives your car most of the time for social purposes and / or travel to and from a place of business, duty or study

## Definitions - continued

<b>Market value</b>	The cost of replacing your car with the same make, model and specification. Age, mileage and condition will be taken into account. We'll ask an engineer for advice, use motor trade guides and other sources to come to the market value. We'll consider the amount you could have reasonably got for your car if you sold it immediately before the accident, loss or theft and not the price you paid for it
<b>Non-recommended repairer</b>	A repairer that is not part of our approved repairer network
<b>Over the air (OTA) updates</b>	Software updates and settings installed wirelessly such as performance and safety updates
<b>Partner</b>	Your husband, wife, civil partner or partner you are permanently living with
<b>Recommended repairer</b>	A repairer who is part of our approved repairer network
<b>Schedule</b>	is part of your contract and includes: <ul style="list-style-type: none"><li>• cover dates</li><li>• account holder, drivers and their use</li><li>• claims history</li><li>• car details</li><li>• any conditions which vary the terms of your insurance subscription</li></ul>
<b>Total loss</b>	The amount of damage to your car which means it's uneconomical or unsafe to repair or has been stolen and not recovered
<b>Track days</b>	Using or driving on a racing track, circuit, airfield, test venue, derestricted toll road (including the Nurburgring) or at an 'off road' event
<b>We, our, us</b>	Liverpool Victoria Insurance Company Ltd
<b>Wear and tear</b>	Unavoidable damage caused by general use over time
<b>You, your</b>	The person named as the account holder on your schedule and your certificate of motor insurance
<b>Your car</b>	The insured car(s) on your schedule and certificate of motor insurance. Also includes any car loaned or hired to you under our recommended repairer service or by a member of the motor trade while the insured car is there for a service, repair or MOT. <b>Section 3</b> also includes a trailer, caravan or broken down vehicle while they're being towed by your car

## Territorial limits and European cover

### Territorial limits

Your insurance applies when you're in and between areas of Great Britain.

### European cover

While you're travelling in and between EU countries and any other country that follows the EU directives, we'll give you the minimum compulsory cover required by law for up to 30 days per subscription month – as long as your car is normally kept in Great Britain and for no more than 180 days in any calendar year. The compulsory cover is the minimum that applies in the country you're visiting and will not cover the loss or damage to your car.

**Note: The minimum cover is automatically provided, so there is no need to contact us before travelling to any of the countries listed on your certificate of motor insurance. Please make sure you take your certificate with you as proof of insurance.**

## Section 1 Damage to your car

### What's covered?

If your car and/or its accessories are damaged by accident or vandalism (even in your garage) we'll either:

- pay for it to be repaired; or
- replace what's damaged; or
- pay the market value of your car if it's a total loss (when we've agreed with you, your car will become our property).

### I've used the wrong fuel

If you accidentally fill your car with the wrong fuel, we'll pay to drain and flush it and fix any engine damage. We'll agree with you how best to arrange repair - if you've already made arrangements we'll only consider payment if you provide us with receipts for the work.

### I've been hit by an uninsured driver/rider

Just let us know the driver/rider details, registration number, make, model and colour of the other vehicle involved. You won't pay any excess if you're hit by an uninsured driver/rider when the accident isn't your fault – however, if we can't confirm immediately the uninsured driver was at fault, you might have to pay your excess but this will be paid back to you once this has been confirmed.

## Section 2 Fire and theft

### What's covered?

If your car and/or its accessories (even in your garage) are lost or damaged by fire, lightning, explosion, theft or attempted theft, we'll either:

- pay for it to be repaired; or
- replace what's lost or damaged; or
- pay the market value of your car if it's a total loss (when we've agreed with you, your car will become our property).

## What isn't covered under sections 1 and 2

### What's covered?

If your car and/or its accessories (even in your garage) are lost or damaged by fire, lightning, explosion, theft or attempted theft, we'll either:

- pay for it to be repaired; or
- replace what's lost or damaged; or
- pay the market value of your car if it's a total loss (when we've agreed with you, your car will become our property).

### We won't pay for:

- loss or damage to your car by theft or attempted theft if:
  - your car has been left unlocked or with a window or roof open;
  - the engine has been left running when unattended;
  - your car doesn't have an active and working tracking device and your schedule confirms this is required;
  - the ignition device is left in, on or attached to your car or left in range of where the ignition device is effective.
- damage to the ignition device caused by wear and tear;
- wear and tear, your car losing value, or for any repairs that have made the condition of the car better than it was before the loss or damage happened;
- mechanical, electrical, electronic or computer failures (including failure caused by hacks, viruses or malware), breakdowns or breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- any part or accessory at a cost higher than listed in the manufacturer's latest list price in the United Kingdom (UK). If such a list price is not available the most we'll pay is the manufacturer's latest list price in the UK for an equivalent part or accessory;
- additional costs if a part or accessory isn't available. This includes the cost of importing any part or accessory into the UK;

- loss or damage to your car caused by:
  - deception, fraud or trickery, such as when you're selling your car;
  - being confiscated or destroyed by or under official order of any government, public or local authority;
  - being returned to its rightful owner;
  - not taking care to protect your car. (See care of your car under the general conditions section).
- you being unable to use your car or any other indirect loss, such as travel expenses or loss of earnings;
- loss or damage where your car is driven or used without your permission by a family member or person's living in your household unless you report them to the police;
- deliberate damage caused to your car by anyone insured under your insurance subscription cover;
- loss or damage to any trailer, caravan or broken-down motor vehicle whether or not it's being towed by or attached to your car;
- damage caused by your car being moved by anyone insured under your subscription cover after an accident, fire or theft;
- loss or damage caused by OTA updates installed by you or anyone insured under your subscription cover – that are not approved by your car's manufacturer;
- loss or damage caused by failure to install and/or accept OTA updates recommended by your car's manufacturer;
- loss or damage to your car caused by the use of a remote parking function or vehicle summon system, unless the user is a named driver of your car and has a clear view of the vehicle. Where we have to make a payment for any liability under the Road Traffic Act, we reserve the right to recover the payment from you or the person using the system;
- the excess shown on your schedule.



## How your claim's settled under sections 1 and 2

### Ownership

If your car belongs to someone else, or is under a hire purchase or leasing agreement, we'll pay the legal owner.

### Repairs

Repairs will be arranged with you if the loss or damage is covered. Our repairers may use parts or accessories that haven't been made by your car's manufacturer but will still be a similar type and quality.

### New car replacement

If you or your partner bought your car from new, have had it for less than a year and you or your partner are the first registered keeper and either:

- the estimated cost of repairing it is more than 50% of the manufacturer's list price (including taxes and accessories) when the damage or loss happened; or
- it's stolen and not recovered

We'll replace your car with a new one of the same make, model and specification. If there isn't one available in the UK, we'll pay you the price you paid for your car or the manufacturer's current list price (including taxes) whichever is less. We'll then own your damaged car.

### In-car equipment

There's unlimited replacement cover if the equipment was fitted by the car manufacturer when your car was first registered.

If it wasn't then we'll pay for permanently fitted or portable equipment up to £1000. Portable equipment must have been kept out of sight in the glove box or locked boot at the time of a theft claim.

### Replacing locks and keys

We'll pay for all damaged locks to be replaced. If your ignition devices are lost or stolen, we'll replace all the locks and ignition devices as long as they weren't left in the immediate proximity of the car, or in the range of where the ignition device is effective, in the car, attached or on the car while it was unattended, and care has been taken to prevent their loss.

### Child car seats

We'll replace any child seat with a new one of the same quality, even if it looks un-damaged after a theft, accident or fire.

### Continuing your journey

If your car can't be driven after a claim under sections 1 or 2 and you're more than 25 miles from where you started, we'll repay you up to £500 for alternative transport or any accommodation costs you arrange to carry on your journey. Please keep your receipts as we'll need to see these.

### Excesses that apply

Your schedule will show what excess you need to pay if you claim and also the additional excess if you choose a non-recommended repairer.

## Section 3 Liability to other people

### What's covered and what isn't

#### Ownership

Any accident involving your car (or other vehicles your certificate shows you can drive), we'll pay the amount you're legally responsible for:

- following death of or injury to other people; and
- upto £20,000,000 for damage to their property.

#### Other people – we'll insure:

- people you allow to drive or use your car (your schedule and certificate of motor insurance will show you who is allowed to drive or use your car)
- passengers (includes getting in and out of your car)
- the employer or business partner of the person driving or using your car for their business (your schedule and certificate of motor insurance will show you who is allowed to drive or use your car)
- the legal representative of someone that's died - if the deceased person would've been entitled to protection under this section

#### Legal costs

If you claim under this insurance subscription cover, we'll pay your reasonable legal costs and expenses for:

- solicitors' fees for representation at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- defence of any legal proceedings for manslaughter or causing death by dangerous or reckless driving

When deciding what's reasonable we'll look at the level of expertise needed, the nature of the case, legal representative costs and whether legal representation for defence of a prosecution is likely to affect the outcome.

### Emergency medical treatment

Following an accident in your car, we'll pay for emergency medical treatment as required under the Road Traffic Act.

#### We won't pay for:

- any deliberate act (by you or any person driving your car) that directly or indirectly causes injury, loss, damage or death;
- injury or death to an employee who is employed by anyone insured under this cover, unless they're a passenger in another vehicle that has insurance under this section;
- legal responsibility which is covered by any other insurance;
- loss of or damage to any car which is covered by this section;
- loss of or damage to any trailer, caravan or vehicle (or their contents) while being towed by or attached to any car already covered by this section;
- the loss of or damage to any property which belongs to or is in the care of any person claiming under this section;
- more than £20,000,000 for any claim or series of claims from one event for loss of or damage to property (including all costs and expenses up to £5,000,000.)

## Section 4 Use by the motor trade, hotels and car parks

We won't apply an excess or any driving restrictions for damage under sections 1 and 2, while your car is with:

- the motor trade for service/repair/recovery; or
- any valet parking or similar commercial organisation for parking purposes.

## Section 5 Windscreen and window glass

You're covered for damage to the windscreen or window glass including sun-roofs, ADAS recalibration costs and any resultant scratching of the bodywork. We may use a suitable replacement not supplied by the original manufacturer but it will be of a similar quality. Your premium may increase following a claim.

You'll need to pay an excess if the windscreen or window glass is replaced or repaired – your schedule shows how much you'll need to pay and also the additional excess if you choose a non-recommended repairer to complete the replacement – including recalibrations on cars fitted with ADAS.

We won't pay more than the market value of your car or repair or replace any windscreens or windows not made of glass.

## Section 6 Guaranteed hire car (if shown on your schedule)

If this section is included on your schedule, we'll guarantee a basic hire car (a small hatchback under 1.2 litre), when:

- your car is with our recommended repairer service until it's fixed; or
- up to 21 days or until 4 days after payment has been given to you (if your car is a total loss), whichever comes first; and
- the loss or damage happened within the territorial limits of the subscription cover.

The hire car will either be provided via our Recommended Repairer Service or a hire company of our choice. You'll be insured for comprehensive cover and all your other terms and conditions will be the same. The use of the hire car is restricted to the territorial limits of the subscription cover.

You'll need to pay for any fuel, tolls or fines and you must return the hire car when we or the owner ask you to. If your insurance ends, you won't be insured to drive the hire car.

## Section 7 Personal accident benefits (if shown on your schedule)

### What's covered and what isn't

We'll pay the amount shown on your schedule if you, your partner or a named driver are injured in, getting in or out of your car and the injury alone within 12 months of the accident, causes:

- death;
- permanent loss of any limb above the wrist or ankle;
- permanent and total loss of use of any limb above the wrist or ankle;
- permanent and total loss of hearing in one or both ears;
- permanent and total loss of sight in one or both eyes; or
- permanent total disablement, resulting in an inability to do any sort of work for the remainder of their life.

We'll pay the injured person or their legal representative.

### We won't pay:

- any more than the amount shown on your schedule during any one period of cover;
- for any injury or death resulting from suicide or attempted suicide;
- for any injuries if the driver of your car is convicted of an alcohol or drugs related motoring offence as a result of the accident;
- for any injuries if the driver of your car is proven, following a coroner's inquest or fatal accident inquiry, to be driving whilst unfit through alcohol or drugs, whether prescribed or otherwise at the time of the accident; or
- for injuries caused to anyone failing to wear a seat belt when required by law.

## Section 8 Medical expenses and physical assault benefits

### Medical expenses

We'll pay up to £250 for you or your passengers for any medical expenses resulting from an accident while travelling in your car. You'll get this and the emergency medical treatment fee (please see [section 3, liability to other people](#)).

### Road rage

We'll pay £500 if you or your partner are physically assaulted as a result of your car being in an accident.

### We won't pay when the incident:

- is caused by a relative or a person known to you or your partner;
- is not reported to the police as soon as possible; or
- is caused or contributed by anything said or done by you, your partner, or by a passenger in your car after the accident.

### Aggravated car theft

We'll pay £500 if you or your partner is physically assaulted as a result of theft or attempted theft of your car.

### We won't pay when the incident:

- is caused by a relative or a person you or your partner know;
- isn't reported to the police as soon as possible.

Any payments under this section can be made to the injured person or their legal representative.

## Section 9 Personal belongings

### What's covered and what isn't

We'll pay up to £300 for personal belongings in your car if lost or damaged due to accident, fire, theft or attempted theft.

### We won't pay for:

- items left in an unlocked car or the window or roof was open or the ignition devices were near the car, in, attached or on the car;
- the theft of personal belongings unless they're kept out of sight in the glove box or the locked boot of your car;
- money, stamps, tickets, documents or securities;
- goods, tools, samples or equipment for a trade or business;
- in-car equipment (please see '[How your claim's settled under sections 1 and 2](#)');
- property covered under any other insurance; or
- car accessories (please see '[How your claim's settled under sections 1 and 2](#)').

## Section 10 General exceptions

These apply to the whole contract and in addition to the exclusions under each section of this document of insurance.

### 1. Telling us about any changes and accepting your cover

This insurance won't apply unless:

- you tell us about any changes (please see the list in [section 11.3, general conditions](#)); and
- we've agreed to cover you and issued a new schedule and where necessary a new certificate of motor insurance.

### 2. Driving and use

This insurance won't apply if any car your insurance subscription cover allows you to drive is being driven and/or used with your permission:

- other than when in line with your certificate of motor insurance and/or your schedule;
- by anyone that's not named on your certificate of motor insurance and/or your schedule;
- by anyone that doesn't hold a valid driving licence, is disqualified from driving, has never held a driving licence or someone who is prevented by law from holding a driving licence;
- by anyone that's breaking the conditions of their driving licence;
- for any type of delivery/couriering, renting it out, peer to peer hire schemes (including when the hirer is using your car) or use for hire and reward such as use as a taxi;
- for racing, pace making, speed trials, track days or for competing in National British A or International rallies;
- for any use in connection with the motor trade apart from a member of the motor trade for the overhaul, upkeep or repair of your car;
- when towing a caravan, trailer or broken down vehicles for payment or reward;
- for towing more than one caravan, trailer or broken down vehicle at the same time;
- in the operational boundaries of any airport or airfield except when required under the Road Traffic Act.

## General exceptions - continued

### 3. Contractual liability

Any liability resulting only from a contract or agreement you have with another party isn't covered.

### 4. Radioactivity, pollution and contamination

We won't pay for any loss, damage, liability or cost directly or indirectly caused by:

- radiation or contamination from nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel;
- the radioactive, toxic, explosive, hazardous or contaminating 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;
- pollution or contamination – unless it's caused by an accidental sudden, unexpected, and identifiable incident that happens during the period of your subscription cover.

### 5. War, terrorism, riot, civil unrest

We won't pay in the event of:

- war, civil war, terrorism, rebellion or revolution except when required by the Road Traffic Act; or
- riot or civil unrest that happens outside Great Britain.

### 6. Alcohol and drugs

We won't pay more than our legal liability under compulsory motor insurance legislation for any claim if the driver of your car at the time of the accident:

- is found to be over the permitted limit for alcohol or drugs;
- is unfit to drive through alcohol or drugs, whether prescribed or not: or
- fails to give a swab, breath, blood or urine sample, when required to do so, without lawful reason.

Where we're required to make a payment in such circumstances, we reserve the right to recover any such payments from you or the driver of your car at the time of the accident.

## Section 11 General conditions

You and any other person covered by this insurance subscription must meet all the terms and conditions of this contract.

### 1. Care of your car

- **Protect** – always protect your car from damage or loss (whoever is in charge)
- **Tracking devices** – if you need to fit or already have a tracking device (your schedule will show if one is needed), it should be on and working when your car is left unattended. We won't pay a claim if it isn't
- **Ignition device** – you must always close windows and sun-roofs, lock your doors and take your ignition device with you when you leave your car unattended
- **Roadworthy condition** – we may ask to examine your car, send us evidence of a valid MOT (if one is needed) and/or proof your car is regularly maintained and kept in a road legal condition

### 2. Advanced Driver Assistance systems (ADAS)

When using a car fitted with ADAS, you must follow manufacturer's instructions and load any software and/or safety related updates. If you don't, your insurance won't be valid and we won't pay any claims for loss or damage. If we need to make a payment under the Road Traffic Act, we reserve the right to recover any amounts from you or the driver of your car.

If we repair your car following an accident, we'll arrange for any resultant defects in any ADAS that have been fitted to your car to be repaired or recalibrated – but if we're not repairing your car, you must immediately arrange for the defect to be rectified, replaced or recalibrated.

### 3. You need to ensure you give correct and up to date information

Please answer all the questions truthfully and to the best of your knowledge, (for everyone covered under your insurance subscription cover) when you buy or amend your insurance subscription. If anything is wrong, you need to correct it as soon as possible by logging onto your account – this includes any claims or motoring convictions/endorsements.

#### Changes you need to tell us about

You can log into your account and tell us if:

- your personal details change, such as your name, marital status;
- you change your car;
- the main driver has changed or you want to remove a driver;
- you change the registered keeper;
- you change the way you use your car, e.g. from social domestic and pleasure with commuting to business use;
- you move house or change the address of where you keep your car;
- changes are made to the manufacturer's standard specification, which improve the value, appearance, performance or handling of your car, including OTA updates;
- your driving licence has changed, such as it is now withdrawn;
- you change occupation - including part time work.

You won't be covered for any of the above changes until we've agreed to give cover and issued a new schedule and, where appropriate a new certificate of motor insurance. If we agree to your change, it may result in an additional or return premium - we'll let you know of any changes to your monthly subscription amount.

If you don't tell us about any changes, we may not deal with any claim or reduce the payments we make. If the change means we can't insure you any longer, we'll give you notice of cancellation (please see [section 11.10 general conditions – our rights to cancel your insurance.](#))

## General conditions - continued

### Documents and information we might need from you

To help us validate your details, we may ask you to send us documents, information or allow us to access databases. This could include your car registration document, proof of your address and a copy of your utility bill.

If you don't send us these documents/information or permission to access a database, we may have to cancel your insurance subscription cover.

### 4. Misrepresentation, fraud and financial crime

If you or anyone representing you:

- give us misleading or incorrect information to any of the questions asked when applying for or amending this insurance subscription cover;
- fail to let us know about changes to the details we have about you or your insurance subscription cover;
- deliberately misleads us to obtain cover, a cheaper premium or more favourable terms;
- send us false documents;
- make a fraudulent payment by bank account and/or card;

we may:

- amend your details with the correct information, apply any relevant terms and conditions, collect any additional premium and update your monthly subscription amount;
- not deal with a claim or reduce the amount of payment we make;
- cancel or avoid your insurance subscription (treat it as if it never existed), including all other subscriptions and policies which you have with us.

Where fraud is identified, we'll also:

- not return any premium paid by you;
- recover from you any costs you've caused us to pay;
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also see this information.

### 4.1 Claims fraud

If you or anyone representing you gives us misleading or incorrect information when making a claim or part of any claim that is fraudulent, false or exaggerated, you will lose all benefits under this policy from the date of the fraudulent claim(s). We will cancel the policy and retain all premium you've paid for this policy. We may also:

- reject the claim or reduce the amount of payment we make;
- cancel your insurance subscription cover from the date the fraud took place and keep all the premiums paid;
- get back from you any costs you've caused us to pay; and
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also see this information.

### 5. Accident and claims procedure

You or any other person driving under this insurance subscription cover must:

- let us know when anyone covered has had an accident;
- let the police know if your car or its contents are stolen or vandalised as we'll need the crime number;
- send us all communications from other people involved, without replying;
- immediately tell us about and send to us, any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process without replying;
- co-operate and give us all the details of your claim to help us validate and process it;
- give us access to review and use data stored by your car or its manufacturer to help us deal with any claims made against your subscription cover including by any third parties;
- give us access to any dash cam footage for the purpose of helping us to deal with any claims made against your subscription cover including by any third parties.

You must not, without our consent:

- negotiate or admit responsibility; or
- make any offer, promise or payment.



## General conditions - continued

We're entitled to:

- have total control to conduct, defend and settle any claim; and
- 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've made or to pursue a claim for damages.

We won't make any refund or pay for any claim where we are legally prevented from doing so, for example by a court order or sanction.

### 6. Other insurances

If any loss, damage or liability is covered by this insurance subscription cover and another insurance policy, we'll only pay our share. This condition doesn't apply to [section 7, personal accident benefits](#).

### 7. Compulsory insurance laws

If we have to make a payment under the law of any country, that we wouldn't normally have to make, you must repay us that amount.

### 8. Car sharing

It won't affect your insurance subscription cover if you accept money from passengers as part of a car sharing arrangement if:

- they're being given a lift for social or similar purposes;
- your car isn't built or adapted to carry more than eight passengers;
- this isn't part of a business of carrying passengers; and
- you don't make a profit from the money you get.

### 9. Voluntary use

Cover for volunteering is included as long as you don't accept payment or income other than reasonable expenses to cover running costs such as fuel.

## 10. Cancellation

### Our rights to cancel your insurance subscription

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

- we find any misrepresentation or any attempt to gain an advantage under this insurance subscription cover to which you're not entitled, please see [section 11.4 general conditions](#);
- we find you or anyone covered under this insurance subscription cover is involved in, or associated with insurance fraud and/or financial crime;
- you don't pay the monthly insurance subscription premium when due;
- you or anyone else covered by this insurance hasn't met the terms and conditions of this contract;
- your circumstances have changed and we can't insure you;
- you behave inappropriately for us to continue your insurance, e.g. if you harass or show abusive, threatening, racist or sexist or any other anti-social or discriminatory behaviour towards our staff.

Our cancellation notice will be emailed to you and will tell you the reason for cancellation and the date the insurance subscription cover will end. We'll also confirm whether a refund of any subscription amount is due to you.

You may not get a refund of any premium paid if you've made a claim or we identify misrepresentation, fraud or financial crime.

### Your rights to cancel your insurance subscription

You can cancel any time before your start date and will not be charged.

You can cancel your insurance subscription cover at any other time by logging onto account and select cancel. We'll refund any money due to you less a charge for the time you've been on cover..

If your insurance requirements change, e.g. you change your car, and we're no longer able to insure you, you'll need to arrange cover elsewhere and review your insurance subscription cover with us.

## General conditions - continued

### 11. Insurance premiums

All insurance subscription 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.

### 12. Flow subscription cover

Your insurance subscription cover will automatically continue each month unless you tell us otherwise.

We'll let you know how much your monthly premium will be and also tell you in advance when the price will change so you can review your cover.

Your price may change if:

- you make a claim
- the government change the rate of Insurance Premium Tax
- you change your insurance subscription
- inflation rates relating to cars change
- our view of claims cost changes

We reserve the right to stop your insurance subscription in line with our rights under [section 11.10 general conditions - cancellation](#).

### 13. Payment

Your insurance subscription premium will be due on the start date of the subscription period shown on your schedule and on the same date of each following month. If you joined on a day that doesn't exist in the next calendar month, your payment would be collected on the last day of the month.

If we don't receive a payment, we'll let you know by email and give you 7 days notice that we'll cancel your insurance subscription cover if your payment is not received. If we don't hear from you, your insurance subscription cover will be cancelled from the date given in the 7 day notice email.

If you make a claim during this 7 day period, you must pay your outstanding premium before we pay your claim.

Please make sure you keep your payment card details up to date at all times. You can update these by logging into your account.

### 14. The law that applies to your insurance subscription

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

## A summary of how we use your personal information

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](https://www.lv.com/insurance/terms/lv-companies).

If you have any questions about how we use your personal information, view our privacy policy at [LV.com/GIDATA](https://www.lv.com/GIDATA), if you don't have access you can write to us at: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF.

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

The logo for 'flow' is written in a bold, lowercase, sans-serif font. The letters are dark blue. The 'o' has a small white dot above it, and the 'w' has a small white dot above it.