



Our terms and conditions





Welcome to LV=

Thanks for choosing LV= home insurance.

These terms and conditions should be kept safe with all the documents we've sent you for an overall view of your policy.

This product meets the demands and needs of someone looking to insure their home buildings and/or home contents. The level of cover and any optional extras you've chosen will be shown on your personal details and your cover and limits. We haven't given you any advice or recommendations as to whether this product meets your specific insurance requirements. You should review your insurance requirements on a regular basis.

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 policy.

All communications will be in English. You can get this and other documents from us in Braille, large Print or audiotape by contacting us.

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Your insurance policy

Please read this terms and conditions booklet along with your personal details and your cover and limits as one document.

Your personal details along with your cover and limits all make up your contract with us. You've paid for us to give you insurance based on the details in your contract for the period on your personal details.

Your policy 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 insurance back to the start date and/or not pay a claim if you don't. Please check your documents 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, please ask.

Useful information

If you need to make a claim

- If your property is stolen or vandalised, report this to the police first and note the crime reference number. We'll need the number when you call us;
- Speak to us before you make arrangements to repair or replace.

If you need to make a complaint

If you're not happy for any reason, we want to make sure things are put right. Please either call us on **0800 756 8888**, for Text Phone, dial 18001 first or email **GIFeedback@LV.co.uk** or write to the Customer Relations Manager, LV=, County Gates, Bournemouth, BH1 2NF. Please quote your policy number in all correspondence.

More information can be found on **lv.com/insurance/complaints**. 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.

Phone: **0800 023 4567** or for more information, please visit **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. Home insurance is covered for 90% of the claim as it's a non-compulsory insurance product.

Please visit **fscs.org.uk** for more information.



Helplines

If you have a domestic emergency

0800 028 5988 (24 hours a day, 365 days a year)

If there's a domestic emergency at home, such as a blocked toilet, hot water or heating is not working, call our domestic emergency assistance helpline. A trained operator will help and advise you. If required, they'll arrange for emergency assistance or repairs - you'll be responsible for paying the tradesperson's charges and any other costs. If the damage is covered by your home insurance policy or our optional home emergency cover, you may be able to claim these costs.

Legal advice

0800 028 5411 (24 hours a day, 365 days a year)

Our confidential legal advice helpline is provided by one of our approved suppliers who are authorised and regulated by the Solicitors Regulation Authority. The helpline will only give advice, any legal fees and expenses you may incur if you follow the advice is not covered. If you buy our optional Legal expenses insurance, your legal fees and expenses will be covered.

Identity fraud assistance

0800 028 5447 (24 hours a day, 365 days a year)

If you need confidential advice on any matter relating to identity fraud for you or your family, call our experts. If you're a victim of identity fraud in the UK, a personal case handler will work with you to resolve the situation.

Please note, this service doesn't cover any financial loss or costs you may incur.

Definitions

Wherever these definitions appear in this booklet, your personal details and your cover and limits, they have the same meaning.

Accidental damage	damage caused suddenly by external means which is not expected and not deliberate.
Buildings	the structure of your home, that belong to you and you're legally responsible for, including: <ul style="list-style-type: none">• permanent fixture and fittings;• bathroom suites, such as baths, basins, bidets, toilets and showers;• walls, gates, fences but not vegetation such as hedges, lawns and trees;• swimming pools, permanently fitted hot tubs and tennis courts;• drives, footpaths, patios and terraces;• permanently sited septic tanks and fixed central heating, gas or oil tanks.
Business equipment	furniture and office equipment (e.g. computers, printers, photo-copiers but not stock, materials and tools), used for business purposes.
Claim	a single loss or series of losses arising from one incident or illness.
Contents	contents are the following property belonging to you or your family or which you or your family are legally responsible for when inside your home: <ul style="list-style-type: none">• household goods;• valuables, but not more than the limit on your personal details and/or your cover and limits;• home entertainment equipment;• business equipment, but not more than the limit on your cover and limits;• money and credit cards but not more than the limit on your cover and limits;• bikes;• TV and radio aerials, satellite dishes and their fittings. contents are not: <ul style="list-style-type: none">• motor vehicles (including motorbikes, quad bikes and motorised scooters), caravans, trailers, watercraft, aircraft and all their accessories;



Contents - continued	<ul style="list-style-type: none">• animals;• business stock, tools or materials used for business to any extent;• any part of the structure of your home, including decorations or permanent fixtures and fittings.
Contract	this booklet, your personal details and your cover and limits.
Domestic employee	a person employed by you to carry out domestic duties at your home, such as cleaning, gardening or looking after your children.
Excess	the first amount of any claim which you must pay. The excess is shown on your personal details.
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.
Heave	upward movement of ground.
Home	the private property at the address shown on your personal details, together with its garages and outbuildings.
Home entertainment equipment	radios, televisions, digital, cable and satellite decoders/ receivers, home computers, laptops, tablets, notebooks, e-readers and games consoles, video, DVD, record, tape and CD players.
Identity fraud	a person or group of people knowingly using your personal information without your authorisation, to commit a crime.
Landslip	movement of ground down a slope.
Limit of cover	the most we'll pay for any claim.
Money	cash, cheques, postal and money orders, bankers' 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.
Our terms and conditions booklet	this booklet.
Partner	your husband, wife, civil partner or partner you are permanently living with.

Paying guests	a person who is not part of your family and who pays you for staying in your property, this includes lodgers and tenants.
Period of Insurance	the length of time the contract applies for. This is shown on your personal details.
Personal belongings	<p>items you would normally wear or carry including money and credit cards belonging to you or your family or which you or your family are legally responsible for.</p> <p>Personal belongings are not:</p> <ul style="list-style-type: none"> • motor vehicles (including motorbikes, quad bikes and motorised scooters), caravans, trailers, watercraft, aircraft and all their accessories; • business stock, tools or materials used for business to any extent; • animals; • bicycles or their accessories; • furniture, furnishings and household goods.
Policyholder	the person on your personal details named as the policyholder. This person is who we'll correspond with and is responsible for the policy, including paying the premium.
Settlement	downward movement of the ground as a result of normal compaction of the soil by the weight of the buildings within 10 years of construction.
Subsidence	downward movement of ground other than by settlement.
Unoccupied	<p>not lived in by you or your family, for more than 60 days in a row, or doesn't have enough furniture or services for normal living purposes.</p> <p>By lived in we mean stayed in and slept overnight for at least 2 nights in a row each week.</p>
Valuables	jewellery, watches, furs, items made of gold, silver and other precious metals, pictures and other works of art, stamp, coin and medal collections.
Wear and tear	gradual and/or unavoidable damage caused by general use over time.
We, our, us	Liverpool Victoria Insurance Company Ltd.



Your cover and limits	this document forms part of your contract with us and includes: <ul style="list-style-type: none">• details of cover;• any exclusions and/or limits that apply.
Your personal details	this document forms part of your contract with us and includes: <ul style="list-style-type: none">• your details;• cover dates;• claims history;• limits of cover;• any conditions which may vary the terms of your insurance.
You, your	the person named as the policyholder/joint policyholder on your personal details.

General exceptions

These apply to the whole contract and must be met by you and any other person covered by this 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 the general conditions section); and
- we've agreed to cover you and issued new documents.

2. Contractual liability

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

3. 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 the 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 parts;
- 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 cover.

4. War, terrorism, riot, civil unrest

We won't pay in the event of:

- war, civil war, terrorism (by nuclear and/or chemical and/or biological and/or radiological means), rebellion or revolution;
- riot or civil unrest that happens outside the UK.

General exceptions - continued

We will not pay for

- any reduction in value;
 - any loss or damage which results indirectly from anything insured by this policy;
 - any indirect loss such as loss of earnings or travel expenses;
 - the removal of tree stumps or their roots, where we have agreed to remove any fallen trees or branches;
 - any loss or damage to caravans, mobile homes or any commercial premises;
 - loss or damage deliberately caused by you or your family, or any other persons living in your home;
 - any direct or indirect loss or damage caused as a result of your home being used for illegal activities by you or your family;
- loss or damage to your computer or smart devices, e.g. tablets, smart phones, smart televisions, caused by hacking or computer viruses.

Any claim arising from:

- anything which happens gradually including deterioration or wear and tear, settlement or shrinkage;
- mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
- any process of cleaning, repair or alteration;
- damage by insects;
- electrical or mechanical failure or breakdown (not applicable to home emergency);
- faulty design, materials or workmanship.

General conditions

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

1. Giving us correct and up to date information

When you buy or amend your policy, please answer all the questions truthfully and to the best of your knowledge for everyone covered under your policy. Your personal details will show the answers you've given – if anything is wrong, you need to correct it as soon as possible.

At renewal, you must also let us know if any of the information has changed

- this includes any claims, and/or any unspent non motoring criminal convictions for you, anyone living with you or anyone named on your policy.

2. Changes you need to tell us about:

Please see the list of changes we need to be made aware of under the general conditions for your home.

You won't be covered for any of these changes until we've agreed to give cover and issued new personal details.



General conditions - continued

If we agree to your change, it may result in an additional or return premium (an administration charge may apply – these charges are on your personal details).

If you don't tell us about the changes, we may reject the 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 general conditions - section 7 – our rights to cancel your insurance).

You must tell us as soon as possible if:

- your personal details change, such as your name or marital status;
- you move house;
- you start a business from home;
- you change the use of your home e.g you rent it out or take on paying guests;
- you're having building work done;
- the number of bedrooms and/or bathrooms in your home changes;
- the replacement value of your contents increases above the sum shown in your personal details;
- you leave your home unoccupied.

3. 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 proof of your address and a copy of your utility bill.

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

If we cancel your policy and a refund is due, any charge for the time you've been on cover and our cancellation charge will be deducted.

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;
- fail to let us know about changes to the details we have about you or your 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 policy with the correct information, apply any relevant terms and conditions, collect any additional premium (including any administration charges). If you pay monthly, you'll need to pay any additional premium in full, it can't be added to your instalments;
- 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 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 you've caused us to pay;

General conditions - continued

- pass details to fraud prevention and law enforcement agencies whose members 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 all other policies you have with us and retain all premiums you've paid;
- get back from you any costs you've caused us to pay; and
- pass details to fraud prevention and law enforcement agencies whose members may access and use this information. Other insurers may also see this information.

5. Accident and claims procedure

You or any other person covered under this insurance must:

- give us full details of the incident as soon as possible;
- let the police know as soon as possible if your home or its contents are stolen or vandalised;
- tell us if any lost or stolen property is subsequently recovered;
- 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 information relevant to your claim to help us validate and process it such as purchase receipts, valuations, photographs and reports;
- help us to pursue a recovery (where applicable) against a third party.

You must not, without our consent:

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

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 and another insurance policy, we'll only pay our share. This condition doesn't apply to public liability cover.



General conditions - continued

7. Cancellation

Our rights to cancel your insurance

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

- we find any misrepresentation or any attempt to gain an advantage under this policy to which you're not entitled, please see section 4 of general conditions;
- we find you or anyone covered under this policy is involved in, or associated with, fraud and/or financial crime;
- you don't pay the premium or a monthly payment when we've asked for the money by a certain date;
- you or anyone else insured hasn't met the terms and conditions in this document including those on your personal details;
- 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, sexist or any other anti-social or discriminatory behaviour towards our staff.

We'll send you a letter or email letting you know the cancellation date and the reason why we're cancelling your insurance.

If you've just taken out the policy or renewed and haven't paid any premiums, we'll cancel your insurance back to the start/renewal date. If you've paid premiums, we'll refund any money you've paid less a charge for the time you've been on cover and apply a cancellation fee.

You may not get a refund of your premiums if you've made a claim or we identify misrepresentation, fraud or financial crime. If you pay monthly, you must still pay us the full balance of your 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 personal details.

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

General conditions - continued

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 to not invite the renewal of your policy – this could be because you no longer meet our eligibility rules or a change to our eligibility criteria means we can no longer insure your home.

8. 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.

9. Premium payment by instalments

- If we agree for you to pay your premium by monthly direct debit or a similar agreement, you must pay

the deposit we ask for and keep your monthly payments up to date;

- If you make a claim, we may take any money that's due to us before paying the claim.

10. Administration charges

Your personal details shows when we'll apply our administration charges. It will be added to any premium or taken from any refund that may be due.

11. The law that applies to your insurance

The law of England and Wales applies to your contract with us. If you live in Guernsey or Jersey, the law of these islands will apply.

12. Care of your property

You or anyone in charge of your property must take care to:

- Maintain your property in a good condition; and
- protect your property from damage or loss; and
- recover lost property.

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

13. Joint policyholder

- joint policyholder's can make changes to policies, including cancellation of the policy;
- if the policy is being paid by instalments, any change that results in an additional premium being due, will need agreement from the policyholder to add the payment to the credit agreement;
- if the policyholder's circumstances change, a new policy may be offered to the joint policyholder.



How will my claim be settled?

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

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

We'll pay the full cost of any repair or replacement, including any architects' and surveyors' fees, demolition, removal of debris or local authority costs we have agreed to pay. Repairs completed by our approved suppliers as a result of a claim covered by this insurance are guaranteed for 12 months.

If the damage to the building/contents is not to be rebuilt/replaced or repaired, or the building/contents were not in a good condition when damage occurred, we'll pay the lower of:

- the cost of repair or replacement less an amount for wear and tear; or
- the difference between the value on the open market immediately before the damage and its value after the damage.

You cannot claim for new items if the repair is economically possible or if you replace the item with a second hand one.

Cash payments

If we can offer a repair or replacement through one of our suppliers and you choose not to have the item repaired or replaced or you wish to use your own supplier, we will not pay more than the amount we would have paid our supplier.

If we're unable to offer repair or an equivalent replacement is not available, we'll pay the nearest cash equivalent or

current market value of the item at the time of the loss or damage.

We will not accept any future claim for the same incident if the cash provided was not used to repair the damage or replace the damaged item.

Excesses that apply

If your personal details 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.

Matching sets and suites

Contents, personal belongings and bicycles

If you make a claim for damage to an item that forms part of a matching set or suite, but we can't repair or replace the damaged items as they're not available, we'll also make a contribution in cash of up to 50% towards the cost of replacing any undamaged items which are part of the same set or suite.

Buildings

If you make a claim for damage to a bathroom suite or kitchen, but we can't repair or replace the damaged items as they are not available, we'll also make a contribution in cash of up to 50% towards the cost of replacing any undamaged items which are part of the same set or suite.

We won't pay the cost of replacing or altering any other undamaged items solely because they form part of a set or suite, this includes groups or collections of items of the same design, nature or colour.

How will my claim be settled? - continued

Flooring

If you make a claim for damage to fitted or matching flooring/carpet, but we can't replace or repair the damaged items as they are not available, we'll make a contribution in cash of up to 50% towards the cost of replacing the undamaged floor/carpet in the adjoining room.

If the damage is to stair flooring/ carpeting we'll replace the entire hall, stair and landing areas if the undamaged matching hall and/or landing flooring is no longer available. We won't contribute towards replacing any undamaged flooring.

Proof of value and ownership

In the event of a claim for any valuable or jewellery item shown on your personal details, you will need to provide proof of its value and ownership of that item. This evidence must be in the form of a professional valuation or purchase receipt. Failure to provide this evidence could affect the outcome of the claim.

Limit of cover

The limit of cover shown on your personal details must represent the full replacement value of all your contents as new.

This contents limit must include all your contents within your home, your valuables, entertainment items, personal belongings taken away from your home and your bicycles, including your specified items.

You must tell us if the value of your contents increase beyond the limit of contents cover stated on your personal details. Please ensure that the limit of

cover for your personal belongings is adequate.

Under insurance

If the limit of cover is less than the full replacement cost of the contents of your home, we'll reduce the amount claimed in proportion with the under insurance. For example, if the limit of your contents cover is equal to 75% of the amount needed to replace all the contents, we'll pay only 75% of your claim.

Index linking

The buildings & contents limit of cover may be increased during the period of insurance in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors, the Retail Price Index or another suitable index if this is not available.

You must let us know immediately about any alteration to the building which increases the value beyond the limit of cover shown on your personal details.

We may update your contents limit of cover when your policy is due for renewal. This does not apply to personal belongings or bicycles. We'll not reduce the limit of cover if the Retail Price Index falls.

Your policy does not cover claims arising from wear and tear or gradual deterioration. It's your responsibility to keep your home, contents, personal belongings and bicycles in good condition. If you don't do this, we may reduce the amount we'll pay in the event of a claim, or the claim may not be covered. Please read the General conditions and General exceptions sections of this booklet for further details.



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.

If you have any questions about how we use your personal information, view our privacy policy at 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 Gidataprotection@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 claim

24 hours a day, 365 days a year

0800 032 3011

(in the UK)

+44 1202880354

(outside the UK)

Identity fraud assistance Helpline

24 hours a day, 365 days a year

0800 028 5447

Domestic emergency assistance helpline

24 hours a day, 365 days a year

0800 028 5988

Legal advice helpline

24 hours a day, 365 days a year

0800 028 5411



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

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