



# Car Insurance



# Welcome to LV=

Thank you for choosing LV= car 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 and certificate of motor insurance.

This product meets the demands and needs of someone wishing to insure their vehicle. 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 communications 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 car insurance policy

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 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 change

**0800 085 5663**

(Mon - Fri 8am - 8pm, Sat and bank holidays 9am - 5pm, Sun 10am - 4pm)

### To make a claim

**0800 032 2577** (24 hours a day, 365 days a year)

**(+44 1689 898603** if calling from abroad.

Follow these simple steps:

1. Call us as soon as possible after the accident – please have your policy number and information about the claim ready when you call.
2. If your car is stolen or vandalised, report this to the police immediately and take a note of the crime reference number.
3. Speak to us before you make any arrangements for replacement or repair.

### How to make a complaint

If you wish to make a complaint, please contact us by phone on 0800 085 5663, for Text Phone please dial 18001 first, email [feedback@LV.com](mailto:feedback@LV.com) 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/complaints](http://LV.com/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:

- 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: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Phone **0800 678 1100** or **0207 741 4100** Email [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Definitions

**Wherever these words appear in this document of car insurance, they have the same meaning:**

Accessories	parts or products (including spare parts) specifically designed to be fitted to your car. This includes roof/cycle racks and roof boxes.
Certificate of motor insurance	proof that you have motor insurance as required by law. It forms part of your contract with us. It also shows the registration number of the car we're insuring, who may drive it and what your car may or may not be used for.
Contract	this document of car insurance, your certificate of motor insurance and your schedule form the contract.
Document of car insurance	this booklet.
Driving	includes being in charge of a car.
Excess	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 chosen by you. The total excess is shown on your schedule.
Green card	the International Motor Insurance Card. An internationally recognised document that some countries need as proof that their minimum compulsory insurance requirements are being met.

In-car equipment	audio equipment, a permanently fitted car telephone, dashboard or windscreen mounted camera, DVD player, television and satellite navigation equipment.
Main driver	the person who drives your car most of the time whether for social purposes and/or for travel to and from a place of business, duty or study.
Market value	the cost of replacing your car with one of the same make, model and specification, taking into account the age, mileage and condition of your car. To determine the market value, we'll usually ask an engineer for advice and refer to motor trade guides and other relevant sources. We'll consider the amount you could reasonably have obtained for your car if you sold it immediately before the accident, loss or theft and not the price you paid for it.
NCD holder	the person who has earned the no claim discount (NCD) on a car insured under this policy and to whom we will provide proof of NCD.
Partner	your husband, wife, civil partner or partner you are permanently living with.
Policyholder	the person named as the policyholder on your certificate of motor insurance and your schedule. This person is responsible for the policy including paying the premium, and is the person we will correspond with.
Schedule	forms part of your contract with us and includes the: <ul style="list-style-type: none"> <li>■ period of cover;</li> <li>■ name of policyholder, drivers and their use;</li> <li>■ name of NCD holder;</li> <li>■ claims history of permitted drivers;</li> <li>■ details of your car;</li> <li>■ any conditions which vary the terms of this document of car insurance</li> </ul>
Total loss	the extent of damage to your car which means its uneconomical or unsafe to repair or has been stolen and not recovered.
Track days	driving or use on a motor racing track, circuit, airfield, test venue, derestricted road or at an "off road" event.
We, our, us	Liverpool Victoria Insurance Company Ltd.
Wear and tear	unavoidable damage caused by general use over time.
You, your	the person named as the policyholder on your schedule and your certificate of motor insurance. This includes the NCD holder for the purposes of sections 1, 2, 3, 7, 8 and 10 in this document of car insurance.

Your car the insured vehicle(s) shown on your schedule and your certificate of motor insurance. Also, any vehicle loaned or hired to you under our Recommended Repairer Service or by a member of the motor trade while the insured vehicle is with them for service, repair or MOT. In section 3 of this document of car insurance it also includes a trailer, caravan or broken-down motor vehicle while they're attached to your car for towing.

## Territorial limits and European cover

### Territorial limits

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your car is being transported within and between them.

### European cover

We'll provide the same level of cover you have in the territorial limits, while you are travelling in EU countries and any other country that follows EU directives. This includes when your car is being transported within and between them and is subject to your car:

- being registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- not kept abroad for more than 180 days during your period of cover.

**Note: This 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 ensure you take your certificate with you as proof of insurance.**

### Use in other countries

If you want to use your car in countries not listed on your certificate of motor insurance, if we agree and you pay any extra cost, we'll provide the same level of cover you have in the territorial limits, to apply:

- in the countries we've agreed, including when your car is being transported within and between them; and
- for the period agreed.

We'll send you a green card as proof of your insurance.

If your car is lost or damaged in any foreign country that we've agreed to give you cover for, you may be charged customs duty. If we cover the loss of or damage to your car we'll also refund you the customs duty.

## Section 1 Damage to your car

### What is covered:

If your car and/or its accessories (including when kept in your garage) are damaged by accident or vandalism, we will:

- pay for repairs to your car; or
- replace what is damaged; or
- pay the market value of your car at the time of the damage. When you accept this payment, your car becomes our property, unless we agree otherwise.

## Misfuelling

If you accidentally fill your car with the wrong fuel, we'll pay to drain and flush your fuel tank. Any damage to your car engine caused directly by the wrong fuel will also be covered. Once we have details of the misfuelling, we'll agree with you how to arrange the repair. If you've already made arrangements to repair the damage, we will only consider payment if you provide receipts.

## Uninsured driver promise

If you're hit by an uninsured driver or motorcyclist and the accident is not your fault, you won't lose your NCD or pay any excess. We'll need you to provide the registration number, make, model and colour of the other vehicle involved and also the driver's or motorcyclist's details. When you claim you may have to pay your excess but when we confirm that the uninsured driver was at fault we'll refund this to you.

## Vandalism promise

If your car is damaged by vandalism, you won't lose your NCD. You'll need to report the incident to the police and provide us with the crime reference number and pay the excess.

# Section 2 Fire and theft

## What is covered:

If your car and/or its accessories (including when kept in your garage) are lost or damaged by fire, lightning, explosion, theft or attempted theft, we will:

- pay for repairs to your car; or
- replace what is lost or damaged; or
- pay the market value of your car at the time of the loss or damage. When you accept this payment, your car becomes our property, unless we agree otherwise.

## What is not covered under sections 1 and 2

### We won't pay for:

- loss or damage to your car by theft or attempted theft if:
  - your car has been left unlocked;
  - your car has been left with a window or roof open;
  - the engine has been left running when unattended;
  - your car doesn't have a working tracking device when unattended and your schedule confirms this is required;
  - the ignition key or other ignition device is left in, on or attached to or left in the immediate proximity of your car.
- damage to the ignition key or other ignition device caused by wear and tear;
- wear and tear, your car losing value, or for any repairs which improve your car beyond its condition 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;

- more than the manufacturer's latest list price in the United Kingdom (UK) of any part or accessory. 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 caused by the unavailability of any part or accessory. This includes the cost of importing any part or accessory into the UK;
- loss or damage to your car caused:
  - directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - by deception, fraud or trickery, including when you're offering your car for sale;
  - as a result of it being confiscated or destroyed by or under official order of any government, public or local authority;
  - as a result of your car being returned to its rightful owner;
  - if you haven't taken care to protect your car. (See care of your car under the general conditions section).
- loss of use of 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 member of your family or household unless you report them to the police for taking your car without your consent;
- deliberate damage caused to your car by anyone insured under your policy;
- 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;
- any additional damage resulting from your car being moved by anyone insured under your policy after an accident, fire or theft;
- the excess shown on your schedule.

## How we settle your claim 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

Once we have details of the accident, if the loss or damage is covered, we'll agree with you how to arrange the repairs to your car.

We may use parts or accessories, which aren't made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we're replacing.

### New car replacement

If you or your partner are the first and only registered keeper, within 12 months of buying your car from new and:

- the estimated cost of repairing the damage 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 one is not 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. Your car will then become our property.

### **In-car equipment**

We'll provide unlimited cover for the loss or damage if the equipment was fitted as part of the standard specification of your car when first registered.

If the equipment was not part of the standard specification when first registered and is either permanently fitted or portable, we'll pay up to £1,000. If portable, the equipment must have been kept out of sight in the glove compartment or locked boot at the time of a theft claim.

### **Replacement of locks and keys**

We'll pay for all the locks to be replaced if one or more is damaged.

If your ignition keys or other ignition devices are lost or stolen, we'll pay for their replacement and for all the locks to be replaced. This is provided they weren't left in, on or attached to or left in the immediate proximity of your car while it was unattended, and care has been taken to prevent their loss.

### **Child car seats**

If your car is stolen or damaged in an accident or fire, we'll replace any child seat in your car with a new one of the same quality, even if there's no apparent damage.

### **Journey continuation**

If your car can't be driven following a claim covered under sections 1 and 2 and you're more than 25 miles from where your journey started, we'll reimburse you up to £500 in total for any alternative transport and/or overnight accommodation that you arrange to continue your journey. We'll only pay these costs if you provide receipts.

### **Excesses that apply**

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

## **Section 3 Liability to other people**

### **What is covered:**

As a result of any accident involving your car or any other vehicle your certificate of motor insurance allows you to drive, we'll pay all sums you are legally responsible for:

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

### **Driving other cars**

If your certificate of motor insurance says so, we'll insure the policyholder and/or the NCD holder to drive a private car or van in the UK, that you don't own, is not registered to you and not hired to you under a hire purchase or rental/leasing agreement as long as:

- you have the owner's permission to drive the car or van;
- you have the required licence to drive the car or van;
- the car or van is registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;

- it's not a van which has been adapted to carry passengers;
- the car or van doesn't exceed 3.5 tonnes GVW (Gross Vehicle Weight);
- the car or van hasn't been seized or confiscated by or on behalf of any government or public authority;
- you're not covered by any other insurance to drive it; and
- you still have your car, it hasn't been stolen and it hasn't been damaged to an extent that it's a total loss.

**Note: The cover is for third party only, so loss or damage to the car or van you're driving isn't covered.**

### **Other people**

In the same way as you're insured, we'll insure:

- any person you allow to drive or use your car, if this is allowed on your schedule and your certificate of motor insurance;
- any passenger travelling in or getting into or out of your car;
- the employer or business partner of any person who is driving or using your car for their business, as long as this is allowed on your schedule and your certificate of motor insurance; and
- the legal representative of any person who has died if they would have been entitled to protection under this section.

### **Legal costs**

Following a claim under this policy, we'll pay your reasonable legal costs and expenses relating to:

- 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.

In assessing whether legal costs and expenses are reasonable we consider:

- the level of legal expertise required, taking into account the nature of the case;
- the level of costs charged by the legal representative;
- whether legal representation for defence of a prosecution is likely to affect the outcome.

### **Emergency medical treatment**

We'll pay for emergency medical treatment required under the Road Traffic Act, following an accident in your car. If this is the only payment we make, it won't affect your no claim discount (NCD).

## **What is not covered under section 3**

### **We won't pay for:**

- any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by you or any person driving your car;

- death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless they're a passenger in any vehicle for which insurance is provided by 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) whilst being towed by or attached to any car which is 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;
- legal responsibility, loss or damage when your car is being used in the operational boundaries of any airport or airfield except when required under the Road Traffic Act;
- more than £20,000,000 for any one incident or series of incidents arising from one event that causes loss or damage to property. This amount is inclusive of all costs and expenses up to £5,000,000.

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

We'll give you the cover under section 1 Damage to your car and section 2 Fire and theft, if included on your schedule. We won't apply any driving and use restrictions or any excess while your car is with:

- a member of the motor trade for service/repair/recovery; or
- a hotel, restaurant, car park or similar commercial organisation for parking purposes.

## Section 5 Windscreen and window glass

If shown on your schedule, we'll cover damage to the windscreen or window glass including sun-roofs and any resultant scratching of the bodywork. We may use a suitable replacement not supplied by the original manufacturer but which is of a similar quality. As long as there's been no other loss or damage, a claim under this section won't affect your no claim discount (NCD) but your premium may increase following a claim.

If your windscreen or window glass is replaced or repaired, an excess will apply, see your schedule.

### **We won't pay:**

- more than the market value of your car; or
- to repair or replace any windscreens or windows not made of glass.

## Section 6 Guaranteed hire car

We'll pay for a hire car only if this section is included on your schedule. If this option is included we'll show the size of car you'll be given in the event of a claim on your schedule. After loss or damage to your car and if we are managing your claim we'll supply and pay for a hire car:

- whilst your vehicle is with our Recommended Repairer Service until completion of the repairs; or

- for up to 21 days or until 4 days after payment has been issued to you, whichever is soonest, if your car is a total loss; and
- providing the loss or damage happened within the territorial limits of the policy.

The hire car will either be provided via our Recommended Repairer Service or a hire company of our choice.

We'll insure the hire car for comprehensive cover and all your other policy terms and conditions applicable to your car will apply, including drivers and their permitted use. The use of the hire car is restricted to the territorial limits of the policy. You'll pay for any fuel used as well as any tolls or fines you may incur.

You must return the hire car when we or the owner ask you to. If your insurance expires you are no longer insured to drive the hire car.

#### **Basic hire car**

This will usually be a small hatchback under 1.2 litre.

#### **Similar size hire car**

This will be a car of similar size to your car, up to a maximum of 2.0 litre and 7 seats, but may not be the same as your car in terms of its exact size, type, value or status.

## **Section 7 Personal accident benefits**

#### **What is covered:**

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

- 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 for:**

- more than the amount shown on your schedule during any one period of cover;
- any injury or death resulting from suicide or attempted suicide;
- any injuries if the driver of your car is convicted of an alcohol or drugs related motoring offence as a result of the accident;
- 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
- 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. This is in addition to the compulsory emergency medical treatment fee under section 3, liability to other people.

### Physical assault benefits

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

#### 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 to 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 are physically assaulted as a result of your car being subjected to a theft or attempted theft.

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

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

- is caused by a relative or a person known to you or your partner; or
- is not reported to the police as soon as possible.

## Section 9 Personal belongings

### What is covered:

We'll pay up to £300 for personal belongings in your car or up to £1,000 in your motorhome if lost or damaged due to accident, fire, theft or attempted theft.

### We won't pay for:

- the theft or attempted theft of personal belongings if your car has been left unlocked or with a window or roof open or with the ignition key/device in, on or attached to or left in the immediate proximity of your car;
- the theft of personal belongings unless they're kept out of sight in the glove compartment or the locked boot of your car;
- money, stamps, tickets, documents or securities;
- goods, tools, samples or equipment carried in connection with any trade or business;
- in-car equipment, see 'How we settle your claim under sections 1 and 2';
- property covered under any other insurance; or
- car accessories, see 'How we settle your claim under sections 1 and 2'.

## Section 10 No claim discount

If you have a no claim discount (NCD), we'll give you a discount in line with our NCD scale which is current at the time of taking out the policy. The discount won't apply to our administration costs or to any additional options you've chosen.

Your NCD will not be affected if we only pay for:

- emergency medical treatment charges (section 3);
- damage to the windscreen or window glass (section 5); or
- a claim under breakdown cover; or
- a claim under motor legal expenses.

If more than one car is insured, the NCD is earned separately for each car in the NCD holder's name. A named driver who is not the NCD holder doesn't earn their own NCD.

If a claim is still outstanding at the renewal date, we may issue a renewal quotation with the NCD reduced. Once the claim has been settled and we've agreed that you're not at fault and all outstanding monies repaid, your NCD will be restored and we'll refund any extra premium you may have paid. However, whilst your NCD will be restored, your premium may still increase following a claim even if you were not at fault.

If a claim is made against your policy and your NCD isn't protected, your NCD will reduce as follows:

NCD (years) at the start of your current period of cover	NCD (years) at the next renewal		
	1 claim	2 claims	3 claims
0	0	0	0
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5 to 8	3	1	0
9	4	2	0

### Protected NCD

If you're eligible and pay the required extra premium, you may choose to protect your NCD. If chosen, this will be shown on your schedule.

If your NCD is shown as protected on your schedule, it won't be reduced irrespective of the number of accidents/claims made. However, your premium may still increase following an accident/claim even if you were not at fault.

If we've offered the option to protect your NCD and we're then subsequently advised of a claim, we may issue a revised quote and remove the option.

### Proof of your NCD entitlement

You should keep your proof of NCD from your previous insurer as we may ask you to provide this at any time or in the event of a claim.

The proof should be in your name and be less than 2 years old, issued by your previous UK insurer and not being used on another car. We may also check any NCD you've told us

you're entitled to. For further information, refer to section 12.3, general conditions. If you require proof of your NCD earned whilst insured with us, we'll issue it to the NCD holder, provided you don't owe us any money.

## Section 11 General exceptions

**These general exceptions apply to the whole contract and are in addition to the exclusions shown under 'We won't pay for' in each section of this document of car insurance.**

### 1. Change of circumstances – notification and acceptance

This insurance won't apply unless:

- you've told us about any change as listed in section 12.2, general conditions; and
- we've agreed to provide cover, issued a new schedule and where appropriate issued a new certificate of motor insurance.

### 2. Driving and use

This insurance won't apply if any car your policy 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 any person not described on your certificate of motor insurance and/or your schedule as entitled to drive or be in charge of your car;
- by any person who doesn't have a valid driving licence, is disqualified from driving, has not held a driving licence or who is prevented by law from holding a driving licence;
- by any person who is breaking the conditions of their driving licence;
- for any type of delivery, renting out, peer to peer hire schemes (including when the hirer is using your car) or use for hire and reward including (but not limited to) use as a taxi or for couriering;
- for racing, pacemaking, speed trials, track days or for competing in National British A or International rallies;
- for any use in connection with the motor trade other than by a member of the motor trade for the purposes of overhaul, upkeep or repair;
- when towing for payment/reward a caravan, trailer or mechanically disabled vehicle;
- for towing more than one caravan, trailer or mechanically disabled vehicle at the same time.

### 3. Contractual liability

We won't pay for any liability resulting only from a contract or agreement you have with another party.

### 4. Radioactivity

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.

## 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, Northern Ireland, the Isle of Man or the Channel Islands.

## Section 12 General conditions

**We'll provide cover under this policy if you and anyone else covered by this insurance meet all the terms and conditions in this document of car insurance and those shown on your schedule.**

### 1. Care of your car

You or any person in charge of your car must protect your car from damage or loss.

Tracking devices must always be on and working when your car is left unattended.

Your schedule shows any security requirements specific to your policy.

If these requirements aren't met, this insurance won't be valid and we won't pay a claim.

You must always take the ignition key or device out of the ignition and remove them completely when your car is left unattended. You should lock all doors and close all windows and sun-roofs.

You should ensure your car is kept in a roadworthy condition and you must have a valid Department for Transport Test Certificate (MOT) if one is needed by law.

You must give us access to examine your car and if asked, send us evidence of a valid MOT and/or evidence your car was regularly maintained and kept in a roadworthy condition.

### 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 for you and/or anyone insured under your policy, including any claims or motoring convictions/endorsements.

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

You must tell us as soon as possible if:

- you change your car;
- the main driver has changed or you want to add an additional driver;
- you change the registered keeper;
- you change the way you use your car, e.g. from social domestic and pleasure to business use;
- you move house or change the address of where you keep your car;
- changes are made to the manufacturers standard specification, which improve the value, appearance, performance or handling of your car;
- your driving licence has changed, such as it is now withdrawn;



- you change occupation, including part time work.

If you make any of the changes above, you won't be covered unless we've agreed and issued a new schedule and where appropriate issued you a new certificate of motor insurance. This means that if you don't tell us, we may reject any claim or reduce the payments we make.

When 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 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 section 12.9, 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 your driving licence, your driving licence number, your vehicle registration document, proof of NCD, 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 will 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; or
- cancel or void 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: and
- 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 driving under this insurance must:

- give us full details of any accident as soon as possible;
- inform the police as soon as possible if your car or its contents are stolen or vandalised and provide us with the crime reference number;
- immediately 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; and
- co-operate with us and provide details of your claim that we may request to help us validate and process your claim.

You must not, without our consent:

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

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 have made.

### **5. Other insurances**

If any loss, damage or liability is covered by this insurance and is also covered by any other insurance, we'll only pay our share. This condition doesn't apply to section 7, personal accident benefits.

### **6. Compulsory insurance laws**

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

## 7. Car sharing

Accepting payments from passengers as part of a car sharing arrangement won't affect your insurance cover, 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 is not as part of a business of carrying passengers; and
- any money received doesn't produce a profit.

## 8. Voluntary use

Social, domestic and pleasure use includes use of your car for voluntary purposes. No payment or income should be received other than reasonable expenses to cover running costs such as fuel.

## 9. Cancellation

### Our rights to cancel your insurance

We'll cancel immediately or void your insurance back to its start date (treat it as if it never existed) as soon as we identify:

- misrepresentation or any attempt to gain an advantage under this insurance to which you're not entitled;
- your involvement in, or association with insurance fraud and/or financial crime.

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

- 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 car 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

#### Up to 14 days after you receive your documents

At the start of your insurance, when you receive your documents, you have 14 days to check you're happy with the insurance cover you've bought. If the cover doesn't meet your needs, you can cancel your insurance by telling us. If you do this within 14 days of receiving your documents, we'll refund any money you've paid less a charge for the cover

you've had and a cancellation charge will apply for setting up the policy. A charge won't be made if you cancel before the cover start date.

### **More than 14 days after you receive your documents**

After the initial 14 days, if you've not made a claim, we'll refund any money you've paid, less a charge for the cover you've had and a cancellation charge will apply. If you've made a claim no refund will be paid. If you're paying by instalments, you must still pay us the balance of the full annual premium.

Please refer to your schedule for details of the charges that apply.

### **Cancellation at renewal**

We'll send you a renewal invitation 3 weeks before your renewal date. This will show your renewal premium and any changes to your insurance policy. If you haven't chosen our continuous payment option, you must contact us before your renewal date to continue with your insurance policy. If you've chosen our continuous payment option, we'll automatically renew your insurance policy before it expires. As part of our renewal process your debit or credit card provider will tell us your new card number if it has changed. If you don't want to renew or your credit card provider has changed please contact us before your renewal date.

If you renew, whether or not under the continuous payment option, but then decide to cancel, provided you tell us before your renewal date, we'll refund what you've paid in full. If you cancel after your renewal date has passed you will be charged in line with the cancellation rules explained on your schedule.

If you are due a refund, we'll send this to you within 7 days of you telling us that you'd like 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.

### **10. 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.

### **11. 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.

### **12 The law that applies to your insurance**

If you have a motor policy and live in Guernsey, the law of Guernsey applies or if you live in Jersey, the law of Jersey will apply to that contract with us.

Other than that, 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 controller of your personal information. We'll keep you informed about how we use your personal information in the document 'How we use your personal information', which is available:

- online at [LV.com/Gldata](http://LV.com/Gldata)
- in writing, Braille, large print and audiotape from GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or [GICustomerSupport@LV.com](mailto:GICustomerSupport@LV.com)

You have a number of rights concerning your personal information. You can ask for a person to *review* an automated decision, and in certain circumstances to:

- *access* the personal information we hold about you
- *correct* personal information
- have your personal information *deleted*
- *restrict* us processing your personal information
- receive your personal information in a *portable* format, and
- *object* to us processing your personal information

If you want to find out more or exercise these rights, contact GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email us at [GICustomerSupport@LV.com](mailto:GICustomerSupport@LV.com).

You can contact us about data protection at: Data Protection Officer, LV= County Gates, Bournemouth, BH1 2NF or [dpo@LV.com](mailto:dpo@LV.com).

## Customer Services

Mon-Fri 8am-8pm,  
Sat and bank holidays 9am-5pm,  
Sun 10am-4pm

**0800 085 5663**

## To make a claim

24 hours a day, 365 days a year

**0800 032 2577**

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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21308-2018 Car DOI 04/18

# Just in case you need our help...

Write your policy number on these cards  
and keep them with you. Just give us a  
call if you need us!

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## Important Telephone Numbers

<b>Customer Services</b>	0800 085 5663
<b>Claims</b> (within the UK)	0800 032 2577
(outside the UK)	+44 1689 898 603
<b>Autoglass</b>	0800 032 9075

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