



CAR INSURANCE CONTACT NUMBERS

Customer Services

Mon-Fri 8am-9pm, Sat 8am-5pm, Sun 9am-5pm

0845 640 5266

Claims

24 hours a day, 365 days a year

0845 640 5640

For Textphone: dial 18001 first. Calls may be recorded for training and monitoring purposes



CAR INSURANCE

Document of Car Insurance

EVEN MORE LOVELY SAVINGS



Home Insurance



Travel Insurance



Pet Insurance



LV.com



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

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WELCOME TO LV=

We're delighted you've chosen us

Thanks for buying an LV= insurance policy. We're really pleased that you've chosen us for your car insurance needs and we're confident you'll be happy with the cover and service you receive. This booklet contains everything you need to know about your insurance and how to contact us. So make sure you keep it safe with your car insurance schedule and certificate of insurance.

Exceptional service

Our claims service goes the extra mile - committed to doing the right thing for you, we'll aim to settle claims quickly and efficiently, even in the most difficult circumstances. If you ever need to make a claim, just call our friendly UK call centre on **0845 640 5640**.

Discounts

Don't forget that as an LV= customer you'll receive a discount on some other great LV= insurance products. For more information about our full range of products, please visit our website at **LV.com**.

We hope you'll continue to be an LV= customer for many years to come.



John O'Roarke

Managing Director

Liverpool Victoria Insurance Company Limited

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USEFUL INFORMATION

To make a claim

0845 640 5640 (24 hours a day, 365 days a year)

Follow these simple steps:

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

YOUR CAR INSURANCE POLICY

You should read this document of insurance, the schedule, the certificate of motor insurance and the important information booklet as one contract. Your policy is based on the information you gave to us and is shown on your schedule.

In return for your premium we'll insure you for the cover shown on your schedule for liability, loss or damage. The schedule confirms the sections of cover in the document of car insurance that you're covered for and also the period of insurance.

Your policy is underwritten by Liverpool Victoria Insurance Company Ltd.

DEFINITIONS

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 and forms part of your contract with us. It also shows the registration number of the car we are insuring, who may drive and what the car may or may not be used for.
Contract	the document of insurance, the certificate of motor insurance, the insurance schedule and the important information leaflet.
Document of Insurance	this booklet. It forms part of your contract with us and includes the relevant sections of cover that apply to you.
Driving	includes being in charge of a car.
Green card	the International Motor Insurance Card. This is an internationally recognised document that some countries need as proof of the minimum compulsory insurance required to drive abroad.
In car entertainment	radio, cassette, compact or mini disc player, MP3 player, television, DVD player, satellite navigation equipment and car telephones.
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 guides and any other relevant sources. We'll consider the amount you could reasonably have obtained for the car if you sold it immediately before the accident, loss or theft and not the price you paid for it.
Partner	your husband, wife, civil partner or partner you are permanently living with.
Policyholder	the person named as the policyholder on the certificate of motor insurance and insurance schedule.

Schedule	forms part of your contract with us and includes the: <ul style="list-style-type: none">■ period of cover;■ name of the policyholder, drivers and their use;■ conviction and claims history of permitted drivers;■ details of the insured car;■ sections of this document of insurance which apply;■ any conditions which vary the terms of this document of insurance.
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.
You, your	the person named as the policyholder on the schedule and certificate of motor insurance.
Your car	the insured vehicle shown on your schedule. As well as any vehicle loaned or hired to you under our Selected Repairer Service or by a member of the Motor Trade while the insured vehicle is in custody of the Motor Trade for service, repair or MOT. In Section 3 of your document of insurance it also includes a trailer, caravan or broken-down motor vehicle while they are attached to your car for towing.

TERRITORIAL LIMITS AND EUROPEAN UNION (EU) COMPULSORY INSURANCE

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 Union (EU) compulsory insurance

If your car is registered and kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, we provide the minimum compulsory insurance, including when your car is being transported, in:

- EU countries; and
- any other country which follows EU directives

Your certificate of motor insurance is proof of compulsory motor insurance in EU countries and other countries which follow the EU directive and are approved by the Commission of the EU.

These countries are shown on your schedule and your certificate of motor insurance.

SECTION 1 ACCIDENTAL DAMAGE

What is covered:

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

- 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 damage. When you accept our payment, your car becomes our property.

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 may:

- 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 our payment, your car becomes our property.

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 and/or the ignition key or other ignition device is left in, on or attached to the car or left in the immediate proximity of your car;
- loss or damage to your car by theft or attempted theft if your car has been left with a window or roof open;
- loss or damage to your car by theft or attempted theft, if we have advised that you must have a working security or a tracking device when your car is unattended – your insurance schedule will confirm if this is required;
- wear and tear, your car losing value, or for any repairs which improve your car beyond its condition before the loss or damage happened;

WHAT IS NOT COVERED UNDER SECTIONS 1 AND 2 CONTINUED

- mechanical, electrical, electronic or computer failures, 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 will 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;
- loss of use of your car or any other indirect loss;
- loss or damage to your car caused by deception, fraud or trickery, including when you are offering your car for sale;
- where your car is driven or used without your permission by a member of your family or household unless you report the person to the police for taking your car without your consent;
- loss or damage to your car as a result of it being confiscated or destroyed by or under official order of any government, public or local authority;
- deliberate damage caused to your car by any person insured under your policy;
- loss or damage as a result of your car being returned to its rightful owner;
- loss or damage if you have not taken reasonable care to protect your car, see 'Care of your car' under the general conditions section;
- loss or damage to any trailer, caravan or broken-down motor vehicle whether or not it is being towed by or attached to your car;
- any additional damage resulting from your car being moved by you after an accident, fire or theft;
- the total excess shown on your schedule.

BASIS OF SETTLEMENT 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

If the total cost of repairs won't exceed the market value of your car:

- you may arrange for reasonable and necessary repairs to be started if you send us an estimate first and we have details of the cause of the damage; and
- we'll also pay the reasonable cost of removing your car to the nearest competent repairer and after repair returning it to the address shown on your schedule.

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 are replacing.

New car replacement

If, you are the first and only registered owner, within 12 months of buying the car from new and:

- the estimated cost of repairing the damage is more than 50% of its list price (including taxes and accessories) when the damage or loss happened, or
- it is 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 current manufacturer's list price (including taxes) whichever is less.

Your car will then become our property.

BASIS OF SETTLEMENT SECTIONS 1 AND 2 CONTINUED

In-car entertainment, telephone and satellite navigation equipment

We'll pay for the loss or damage to in-car entertainment. If the equipment was fitted by the manufacturer and was part of the standard specification of your car when first registered, we will provide unlimited cover.

If the equipment was not part of your car when first registered and is either permanently fitted or portable, we will pay up to £500. 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 car keys, lock transmitter or entry card are lost or stolen, we'll pay for their replacement and the door and boot locks to be replaced. This is provided they were not left in or on your car while it was unattended, and reasonable care has been taken to safeguard from loss.

Child car seats

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

Excesses that apply

If your schedule shows that you have an excess, you must pay 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 you to drive a private motor car in the UK, that you do not 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;
- the car 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/van doesn't exceed 3.5 gross vehicle weight (GVW)
- the car 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 is a total loss.

The cover is for third party only, so loss or damage to the vehicle you're driving isn't covered.

SECTION 3 LIABILITY TO OTHER PEOPLE CONTINUED

Other People

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

- any person you permit to drive or use your car, as long as this is allowed by your schedule and 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 by your schedule and 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

We'll pay your legal costs and expenses if we've given our written consent, following a claim under this contract, 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.

Emergency medical treatment

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

WHAT IS NOT COVERED UNDER SECTION 3

We won't pay for:

- 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 who is 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 Acts;
- 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: Accidental Damage and Section 2: Fire and Theft, if shown as covered on your schedule, but we won't apply any driving and use restrictions or any excess while your car is in the custody and control of:

- 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 WINDOWS

If shown on your schedule, we'll cover damage to the windscreen or window glass and any resultant scratching of the bodywork. As long as there's been no other loss or damage, a claim under this section won't affect your NCD.

If your windscreen or window glass is replaced, an excess may apply as shown on your schedule.

If our approved window glass supplier isn't used, there'll be a maximum amount we'll pay, full details are shown on your schedule.

We won't pay:

- to repair or replace any windscreens or windows not made of glass.

SECTION 6 GUARANTEED COURTESY CAR

We'll pay for a courtesy car only if this section is shown as covered on your schedule.

After loss or damage to your car, if we manage your claim we'll supply and pay for a courtesy car within 3 working days:

- if the repairs are carried out by our Selected Repairer Service; or
- for up to 14 days or until 4 days after payment has been issued to you, whichever is soonest, if your car is a total loss and cannot be driven safely, or is stolen and not recovered.

A courtesy car provided under this section will usually be a small hatchback under 1200cc.

We'll insure the courtesy car for comprehensive cover and all other policy terms and conditions will apply – this includes drivers and their use. You'll pay for the fuel used.

You must return the courtesy car when the owner or we ask you to or if this insurance expires and you do not renew it.

SECTION 7 FOREIGN USE

European Union (EU) countries

If this section is shown as covered on your schedule, all other sections on your schedule will be extended to apply whilst in EU countries and any other country that follows EU directives including when your car is being transported. This 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.

Your certificate of motor insurance is proof of compulsory motor insurance in these countries which are shown on your schedule.

Use in other foreign countries

If you want to use your car in countries not listed on your schedule then as long as we agree, and you pay any extra premiums, we'll extend the sections shown as covered on your schedule to apply:

- in the countries we have agreed, including when your car is being transported; 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 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 8 PERSONAL ACCIDENT BENEFITS

What is covered

We'll pay the amount shown on your schedule if you or your partner are injured in any car or getting into or out of any car, and within 90 days, independently of any other cause, if the injury results in:

- death;
- permanent loss of any limb above the wrist or ankle; or
- the complete and irrecoverable loss of sight in one or both eyes.

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

We won't pay:

- more than the amount shown on your schedule during any one period of insurance;
- under more than one motor insurance you or your partner have with us;
- for any injury or death resulting from suicide or attempted suicide;
- if the driver of the car is convicted of an alcohol or drugs related offence as a result of the accident; or
- anyone failing to wear a seat belt when required by law.

SECTION 9 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 (see Section 3).

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;
- happens outside the territorial limits; 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.

Car jacking

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;
- is not reported to the Police as soon as possible; or
- happens outside the territorial limits.

SECTION 10 PERSONAL BELONGINGS

What is covered

We'll pay up to £200 for personal belongings in your car 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, left with the keys in, on or attached to it or left with a window or roof open;
- 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 entertainment;
- property covered under any other insurance; or
- car accessories.

SECTION 11 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 acceptance. 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 treatment charges (Section 3);
- damage to the windscreen or window glass (Section 5);
- a claim under Road Rescue; or
- a claim under Legal Expenses (Section 14)

You can't transfer your NCD to anyone else. If more than one car is insured, the NCD is earned separately for each car in the policyholders name. A named driver 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, found to be not your 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.

If a claim is made against your policy and your NCD isn't guaranteed, we may reduce your NCD.

Guaranteed NCD

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

If your NCD is shown as guaranteed on your schedule, it will not be reduced irrespective of the number of claims made. However, your premium may still increase following a claim.

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

SECTION 11 NO CLAIM DISCOUNT CONTINUED

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, be less than 12 months old and also issued by your previous UK insurer. We may also check any NCD you have advised you are entitled to. For further information, refer to General Conditions, Section 13.3.

If you require proof of your NCD earned whilst insured with us, we'll issue it for you, provided you don't owe us any money.

SECTION 12 GENERAL EXCEPTIONS

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

1. Change of car – notification and acceptance

This insurance won't apply unless:

- you've given us details of your new car; and
- we've issued a new certificate of motor insurance.

2. Driving and use

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

- other than in line with your certificate of motor insurance and/or schedule;
- by any person not described on your certificate of motor insurance and/or schedule as entitled to drive or in charge of the car;
- by any person who does not 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 hire or reward, racing, pace making, testing, 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.

SECTION 12 GENERAL EXCEPTIONS CONTINUED

4. Radioactivity

We won't pay for direct or indirect loss, damage or liability caused by, contributed to or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste arising from the burning or explosion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component of this type of assembly.

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 Acts; or
- riot or civil unrest that happens outside England, Northern Ireland, Scotland, Wales, the Isle of Man or the Channel Islands.

SECTION 13 GENERAL CONDITIONS

1. Care of your car

You or any person in charge of your car must take reasonable precautions to protect your car from damage or loss.

Alarms, immobilisers and 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 keys out of the ignition and remove them completely when the car is left. You should lock all doors and close all windows and sun-roofs.

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

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

2. Duty and revealing information

We'll only provide cover under this insurance if:

- you and/or any other person driving under this insurance meets all the terms and conditions that apply; and
- the information you gave to us when applying for or renewing this insurance, is true as far as you know.

You must have asked everyone covered by this insurance any questions requested by us and tell us as soon as possible about any changes, for example, a change to the main driver, any claims/convictions/endorsements, any modifications to the car, change to the use, drivers, car or address, which have happened since the insurance started or was last renewed. Failure to do so may invalidate this insurance.

We're entitled to examine the vehicle registration document, your driving licence and the driving licence of any other person we insure. You must immediately send to us any documents we ask to see.

SECTION 13 GENERAL CONDITIONS CONTINUED

3. Fraud, misrepresentation and non disclosure

If we identify you or anyone representing you:

- misleads us in any way, including who is the main driver of your car, in order to get insurance from us, obtain more favourable terms or to reduce your premium;
- misrepresents or deliberately fails to disclose relevant facts at any time that affects either the terms and conditions, the premium or whether we'll accept cover. This includes information relating to claims, motoring convictions, modifications, NCD and use;
- makes any claim or part of any claim that is fraudulent, false or exaggerated;

we may:

- cancel or void your policy and all other policies which you have with us, from the date of the fraud, misrepresentation or non disclosure;
- refuse to pay a claim which is in any way fraudulent, false, exaggerated;
- recover from you, any costs we've incurred;
- not return any premium paid by you;
- if eligible, amend your policy to record the correct information, collect any additional premium due and charge administration costs.

4. Accident and claims procedure

You or any other person driving under this insurance must:

- give us full details of any incident as soon as possible;
- inform the Police as soon as possible if your car or its contents are stolen and provide us with the crime reference number;
- send to us immediately all communications from other people involved which must not have been replied to;
- immediately tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process which must not have been replied to; and
- give us all the information and help we need.

SECTION 13 GENERAL CONDITIONS CONTINUED

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 covered by this insurance is also covered by any other insurance, we'll only pay our share. This condition does not apply to Section 8 – 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;
- the insured 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 does not produce a profit.

SECTION 13 GENERAL CONDITIONS CONTINUED

8. Voluntary use

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

9. Cancellation

We may cancel this insurance:

- from the commencement or renewal date if you do not pay your premium. You must return the certificate of motor insurance to us;
- if we write to you giving you 7 days' notice, at your last address known to us. The insurance will end immediately the 7 days' notice runs out and you must then return the certificate of motor insurance to us. We'll refund the part of your premium that applies to the remaining period of insurance when we receive the certificate of motor insurance.

You may cancel this insurance if you return your certificate of motor insurance to us. When we receive your certificate of motor insurance, if you haven't made a claim, you'll be entitled to a refund of the premium paid less a deduction for the days that you've been covered. This deduction will be calculated on a proportionate basis and will include an additional cancellation charge to cover our costs. These charges will be subject to Insurance Premium Tax where applicable.

If a claim has been made, we may cancel your cover but not refund any premium. If you are paying by instalments, you must still pay us the balance of the full annual premium.

Details of our charges are shown on your schedule under the heading 'Charges that apply'.

SECTION 13 GENERAL CONDITIONS CONTINUED

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 pay your deposit but we do not receive an instalment payment on or before the date it is due, we may give you 7 days' notice of cancellation in writing at your last address known to us. The insurance will end immediately the 7 days' notice runs out and you must then return the certificate of motor insurance to us.
- if you make a claim, we may deduct any outstanding amounts due to us before paying the claim settlement amount.

11. Changes to your policy and requests for documents

We'll apply a charge to cover our administrative costs if you request a change of vehicle or driver, a duplicate certificate of motor insurance, a duplicate document of insurance or any other written confirmation of cover.

If there's a change of vehicle or a change of driver, the administration charge will be added to any premium due or deducted from any refund due in respect of the amendment to your insurance. These charges will be subject to Insurance Premium Tax where applicable.

We won't make an administration charge if the policy has been current for more than 2 years.

Details of our charges are shown on your schedule under the heading 'Charges that apply'.

SECTION 14 LEGAL EXPENSES

Your schedule tells you if this section of cover is included.

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

If you're involved in a road traffic collision that is not your fault, our motor legal expenses insurance will provide cover for up to £100,000 of legal expenses in attempting to recover your uninsured losses.

Uninsured losses include the following:

- compensation for injury or death;
- your policy excess;
- reasonable hire charges for a courtesy car while yours is being repaired;
- compensation for you not being able to use your car;
- accident repair costs;
- compensation for damage to your clothes, luggage or personal belongings.

How to claim

Call our legal advice helpline on 0845 640 5285 before taking any action yourself, and please have your motor insurance policy number available when you call. The helpline is available 24 hours a day, 365 days a year.

Legal advice service

Your motor legal expenses insurance also entitles you to use our free legal advice telephone helpline service. This is operated by Irwin Mitchell, solicitors, and is available anytime of the day or night to give you free legal advice on any private legal matter, simply call 0845 640 5285.

Definitions

In addition to the definitions at the beginning of this document, the following definitions only apply to this section of the policy.

Incident A road traffic collision or an incident resulting in a prosecution or summons involving your car

SECTION 14 LEGAL EXPENSES CONTINUED

Insured person

- You;
- any other person allowed by you who is insured to drive your car; and
- any passenger travelling in or on your car.

Legal expenses Reasonable and necessary legal fees, costs and expenses charged by your legal representative, which will be assessed on the standard basis or in accordance with fixed costs set out in The Civil Procedure Rules if applicable. Third party costs shall be covered if awarded against you and paid on the standard basis of assessment.

The most we'll pay for all legal expenses for any claim or claims arising from one incident, will be £100,000.

Legal representative Our panel solicitors, appointed by Arc or their agents to act on your behalf, or any other suitably qualified person appointed to represent you under the terms and conditions of this policy.

Period of insurance The period of cover shown on your schedule.

Territorial limits Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

For claims relating to uninsured losses and personal injury, the territorial limits are extended to any country which is a member of the European Union (EU) and any country which follows EU directives and have been approved by the Commission of the EU.

Uninsured losses Losses that can't be recovered from any insurance policy you hold.

Your car The insured vehicle shown on your schedule including when you drive another car which isn't yours. This includes any trailer, caravan or broken down motor vehicle while they're attached to your car for towing.

SECTION 14 LEGAL EXPENSES CONTINUED

What is covered

Uninsured loss recovery and personal injury

- a) We'll pay for legal expenses to recover the insured person's uninsured losses following a road traffic collision involving your car which causes:
- damage to your car or to personal property in it; or
 - death or injury to an insured person while travelling in or on your car.

Defence of prosecution

- b) We'll pay for legal expenses to defend a motoring prosecution arising from an incident while the insured person was using your car, and which is not covered under Section 3 liability to other people.
- c) Arc may decide to support a plea in mitigation if they feel this will affect the outcome.

Provided that:

- the incident occurs within the period of insurance;
- the incident occurs within the territorial limits and any legal proceedings will be carried out within the territorial limits by a court or other organisation which we agree to;
- Arc believe that the insured person's claim has and continues to have a reasonable chance of success;
- Arc believe the cost of legal expenses to pursue the insured person's claim will be in proportion to the expected benefit;
- anyone making a claim under this insurance has your agreement to claim;
- in the case of a defence of prosecution we believe that the defence will affect the outcome;
- the insured person complies with the terms and conditions of this insurance.

SECTION 14 LEGAL EXPENSES – GENERAL EXCEPTIONS

(see also the General Exceptions, Section 12, which apply to the whole policy)

For the purpose of these exceptions any reference to you or your shall be deemed to include any insured person.

We won't pay any legal expenses if:

- Arc haven't agreed, in advance, the purpose and amount of any legal expenses, or they relate to a period before Arc have accepted your claim;
- Arc don't believe that your claim has and continues to have a reasonable chance of success;
- Arc don't believe the cost of legal expenses to pursue your claim will be in proportion to the expected benefit;
- the incident happened before you bought this insurance;
- you claim more than 180 days after the date of the incident;
- your claim is fraudulent, false or exaggerated or you do anything that harms either the chances of your or our success in proceedings for a civil claim or your defence of a prosecution;
- the other side is unlikely to be able to pay your claim;
- you act against Arc's advice or the advice of your legal representative;
- the legal representative refuses to act for you;
- you unreasonably withdraw from legal proceedings;
- your claim is settled or discontinued without Arc agreeing to this beforehand.

SECTION 14 LEGAL EXPENSES – GENERAL EXCEPTIONS CONTINUED

Also, certain types of claim are not covered under this insurance.

We won't pay for:

- an application for a judge to review the legality of a decision made or action taken by a public body;
- civil claims or a defence of prosecution more specifically insured under another insurance policy;
- claims under this insurance directly or indirectly relating to your deliberate criminal act or omission or to prosecutions which allege dishonesty or intentional violence;
- claims arising from incidents which we refuse to cover under your car insurance or which result in the cancellation of your car insurance;
- claims arising from defective repairs, mechanical breakdown or general maintenance of your car; and
- fines, costs or expenses which a criminal court orders you to pay.

SECTION 14 LEGAL EXPENSES – GENERAL CONDITIONS

(see also the General Conditions, Section 13, which apply to the whole policy)

For the purpose of these conditions any reference to you or your shall be deemed to include any insured person.

You must do the following:

- supply at your own expense all of the information which Arc reasonably require to decide whether a claim is covered, including evidence that legal expenses will be in proportion to the benefit to you of taking proceedings and that your claim has reasonable prospects of success;
- tell Arc before you take any action that may result in a claim and before you run up any legal expenses;
- take all reasonable steps to settle your claim by negotiation and work with Arc to achieve a satisfactory outcome to your claim;
- follow the advice that Arc and/or your legal representative give you;
- keep the cost of your claim as low as possible;
- keep Arc and your legal representative informed about the progress of your civil claim (including any offers to settle) or defence of prosecution;
- try to recover your legal expenses from the other side, including allowing Arc to bring proceedings in your name;
- allow Arc to obtain any information, document or file from your legal representative including an opinion on your chances of success and the proportionate benefit to you of making your civil claim or of acting in defence of your prosecution.

Appointing a legal representative

We've chosen a panel of legal firms to provide legal services to our customers. We have a financial relationship with these firms where they may make payments to us where we introduce our customers to them. There is nothing in our relationship with our panel firms which affects their ability to act in your best interests.

If Arc accepts your claim, they'll appoint one of our panel of legal representatives on your behalf.

SECTION 14 LEGAL EXPENSES – GENERAL CONDITIONS CONTINUED

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

Where you choose to use your own legal representative:

- a) You must not agree to any legal expenses without Arc's prior written permission.
- b) Your legal representative will be appointed to act for you in line with Arc's standard terms of appointment (you can ask us for a copy).
- c) We won't pay for:
 - legal expenses that are unreasonable;
 - legal expenses incurred by your legal representative in avoidable correspondence or which are recoverable from a court, tribunal or other party;
 - any shortfall in costs recovered from another party where the claim has been successful and costs have been recovered.

We can do the following:

- pay an amount to settle your claim or to pursue an action in the Small Claims Court;
- refuse to pay any further legal costs and expenses if you don't accept any offer in a civil claim, which Arc believe is reasonable.
- give your legal representative and/or Arc all information we have about you or your claim including any medical information;
- refuse to pay further legal expenses if it is more likely than not that your claim will be unsuccessful.

Personal injury claims

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

SECTION 14 LEGAL EXPENSES – GENERAL CONDITIONS CONTINUED

Disputes

How to complain

If you have a complaint about your legal representative, please complain to them first. If you remain dissatisfied then please contact Arc quoting your claim number. You can write to:

The Managing Director
Arc Legal Assistance
PO Box 8921
Colchester CO4 5YD

Email: claims@arclegal.co.uk

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

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

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

Phone:
0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

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

SECTION 14 LEGAL EXPENSES – GENERAL CONDITIONS CONTINUED

Arbitration

You also have the right to refer any dispute between you and us to an arbitrator who will make a decision to settle the dispute. The arbitrator will be either a solicitor or a barrister or other suitably qualified person that you and we agree on. If we cannot agree on the choice of arbitrator, we'll ask the President of the Law Society or other governing body for solicitors (or other legal representatives appointed under this insurance) in the relevant jurisdiction to choose one which we both must accept. We and you must keep to the arbitrator's decision. The arbitrator may require you or us to pay the cost of the arbitration.