

# Car Insurance

Policy Document



LIVE



## Welcome to LV=

Thanks for choosing LV= car insurance.

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

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

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

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





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## Your car insurance policy

You'll have a schedule, a certificate of motor insurance and this document of car insurance – these are the three documents that make up your contract with us. You've paid for us to give you insurance based on the details in your contract for the period on your schedule.

Your policy is underwritten by Liverpool Victoria Insurance Company Ltd.

### Our commitment to you

We'll always:

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

### Giving us the correct information

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

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

If you have comprehensive cover and your car is not drivable after an accident, we'll always arrange to recover your car, you and your passengers to an approved repairer, a safe place or local storage facility.

### To make a complaint

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

Please either call us on **0800 085 5663**, for Text Phone, dial 18001 first or email [GIFeedback@LV.co.uk](mailto:GIFeedback@LV.co.uk) or write to the Customer Relations Manager, LV=, County Gates, Bournemouth, BH1 2NF. Please quote your policy number in all correspondence.

More information can be found on [lv.com/insurance/complaints](http://lv.com/insurance/complaints). We can also send you our complaints procedure in the post.

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

Phone: **0800 023 4567** or for more information, please visit [financial-ombudsman.org.uk](http://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

Please visit [fscs.org.uk](http://fscs.org.uk) for more information.





## Definitions

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

<b>Accessories</b>	specifically designed parts or products (including spare parts) for your car e.g. roof/cycle racks, roof boxes, electric car charging cables and wall boxes
<b>Advanced Driver Assistance Systems (ADAS)</b>	electronic systems fitted to your car that will assist the control of your car
<b>Certificate of motor insurance</b>	forms part of your contract with us and is proof your car is insured as required by law. It shows the registration number, who can drive it and what your car can be used for
<b>Contract</b>	this document of car insurance, your certificate of motor insurance and your schedule
<b>Document of car insurance</b>	this booklet
<b>Driving</b>	includes using or being in charge of a car
<b>Excess</b>	the first amount of any claim which you must pay. There may be more than one excess, part of which may be a voluntary excess you've chosen. The total excess is shown on your schedule
<b>Green card</b>	an internationally recognised document that some countries need in order to prove you have the minimum insurance requirements
<b>Ignition device</b>	a key or any other device which is used to gain entry and/or start your car
<b>In-car equipment</b>	audio equipment, permanently fitted car phone, dashboard/windscreen camera, DVD player, TV and satellite navigation equipment but excluding other communications devices such as smartphones/watches or tablets
<b>Main driver</b>	the person that drives your car most of the time
<b>Market value</b>	the cost of replacing your car with the same make, model and specification. Age, mileage and condition will be taken into account. We'll ask an engineer for advice, use motor trade guides and other sources to determine the market value. We'll consider the amount you could have reasonably got for your car if you sold it immediately before the accident, loss or theft and not the price you paid for it





## Definitions - continued

NCD holder	the person who has earned the no claim discount (NCD) on a car insured on this policy. They will have permission to deal with a claim - but in some cases, payments and proceedings may have to be issued in the policyholder's name. If a claim is received from an NCD holder, we'll contact the policyholder
Non-recommended repairer	a repairer that is not part of our approved repairer network
Over the air (OTA) updates	software updates and settings installed wirelessly such as functionality, performance and safety updates
Partner	your husband, wife, civil partner or partner you are permanently living with
Policyholder	the person on the certificate and schedule named as the policyholder. This person is responsible for the policy, including paying the premium and who we'll correspond with
Recommended repairer	a repairer that is part of our approved repairer network
Schedule	is part of your contract and includes: <ul style="list-style-type: none"><li>• cover dates</li><li>• name of the policyholder, drivers and their use</li><li>• name of the NCD holder</li><li>• claims history of all drivers</li><li>• car details</li><li>• any conditions which vary the terms of your insurance</li></ul>
Total loss	the amount of damage to your car which means it's uneconomical or unsafe to repair or has been stolen and not recovered
Track days	using or driving on a racing track, circuit, airfield, test venue, derestricted toll road (including the Nurburgring) 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/NCD holder on your schedule and your certificate of motor insurance
Your car	the insured car(s) shown on your schedule and certificate of motor insurance. Also includes any car loaned or hired to you under our recommended repairer service or by a member of the motor trade while the insured car is there for a service, repair or MOT. <b>Section 3</b> also includes a trailer, caravan or broken down vehicle while they're being towed by your car





## Territorial limits and European cover

### Territorial limits

Your insurance applies when you're in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands – including when your car is being transported between them.

### European cover

While you're travelling in EU countries and any other country that follows EU directives, we'll give you the same level of cover you have in the territorial limits – as long as your car is not abroad for more than 180 days during your period of cover and your car is registered and normally kept in the UK, the Isle of Man or the Channel Islands.

**Note: This cover is automatically provided when 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'll use your car in countries not listed on your certificate of motor insurance, if we agree and you pay the additional charge for the green card, we'll give you the same level of cover you have in the territorial limits, for the time agreed - including when your car is being transported between them.

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's covered?

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

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

### I've used the wrong fuel

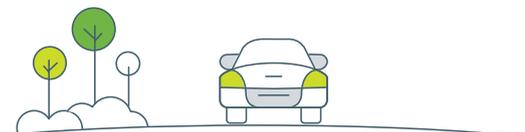
If you accidentally fill your car with the wrong fuel, we'll pay to drain and flush it and fix any engine damage. We'll agree with you how best to arrange repair - if you've already made arrangements we'll only consider payment if you provide us with receipts for the work.

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

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

### My car's been vandalised

First of all report it to the police as you'll need to give us the crime reference number. You'll still need to pay your excess but you won't lose your NCD.





## Section 2 Fire and theft

### What's covered?

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

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

### What isn't 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 or with a window or roof open;
  - the engine has been left running when unattended;
  - your car doesn't have an active and working tracking device and your schedule confirms this is required;
  - the ignition device is left in, on or attached to your car or left in the immediate proximity of the car or in range of where the ignition device is effective.
- damage to the ignition device caused by wear and tear;
- wear and tear, your car losing value, or for any repairs that have made the condition of the car better than it was before the loss or damage happened;
- mechanical, electrical, electronic or computer failures (including failure caused by hacks, viruses or malware), breakdowns or breakages;
- damage to tyres caused by braking, punctures, cuts or bursts;
- any part or accessory at a cost higher than listed in the manufacturer's latest list price in the UK. If such a list price is not available the most we'll pay is the manufacturer's latest list price in the UK for an equivalent part or accessory;
- additional costs if a part or accessory isn't available. This includes the cost of importing any part or accessory into the UK;
- loss or damage to your car caused by:
  - deception, fraud or trickery, such as when you're selling your car;
  - it being confiscated or destroyed by or under official order of any government, public or local authority;
  - it being returned to its rightful owner;
  - you not taking care to protect your car. (See [care of your car under the general conditions section](#)).
- you being unable to use your car or any other indirect loss, such as travel expenses or loss of earnings;
- loss or damage where your car is driven or used without your permission by a family member or persons living in your household unless you report them to the police;
- 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;
- additional damage caused by your car being moved by anyone after an accident, fire or theft;
- loss or damage caused by OTA updates – that are not approved by your car's manufacturer;
- loss or damage caused by failure to install and/or accept OTA updates recommended by your car's manufacturer;
- loss or damage to your car caused by the use of a remote parking function or vehicle summon system, unless the user is a named driver of your car and has a clear view of the vehicle. Where we have to make a payment for any liability under the Road Traffic Act, we reserve the right to recover the payment from you or the person using the system;
- loss or damage to your car that happened before your policy start date;
- the excess shown on your schedule.





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

### Ownership

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

### Repairs

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

### New car replacement

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

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

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

### In-car equipment

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

If it wasn't then we'll pay for permanently fitted or portable equipment up to £1,000. Portable equipment must have been kept out of sight in the glove box or locked boot at the time of a theft claim.

### Replacing locks and keys

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

### Child car seats

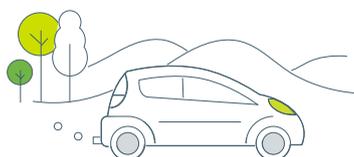
We'll replace any child seat with a new one of the same quality, even if it looks un-damaged after a theft, accident or fire.

### Continuing your journey

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

### Excesses that apply

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





## Section 3 Liability to other people

### What's covered

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

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

### Driving other cars

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

- the owner has given you permission;
- you have the correct 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;
- any 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 and it hasn't been stolen or damaged to an extent it's now a total loss.

**Note: the cover is third party only so loss or damage to the car or van you drive isn't covered**

### Other people we'll insure:

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

### Legal costs

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

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

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

### Emergency medical treatment

Following an accident in your car, we'll pay for emergency medical treatment as required under the Road Traffic Act. This won't affect your NCD.

### We won't pay for:

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





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

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

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

## Section 5 Windscreen and window glass (if shown on your schedule)

You're covered for damage to the windscreen or window glass including sun-roofs, ADAS recalibration costs and any resultant scratching of the bodywork. We may use a suitable replacement not supplied by the original manufacturer but it will be of a similar quality. Your premium may increase following a claim, but as long as there's no other loss or damage – your NCD won't be affected.

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

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

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

If this section is included on your schedule, we'll guarantee a hire car when:

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

The hire car will be provided by our recommended repairer service or a hire company of our choice. You'll be insured for comprehensive cover and all your other policy terms and conditions will be the same. The use of the hire car is restricted to the territorial limits of the policy.

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

Your schedule shows which level you have:

- **Basic hire car** – this is usually a small hatchback under 1.2 litre
- **Similar size hire car** – a car similar size to yours, up to a maximum of 2.0 litre and 7 seats, but exact size, type, value or status may not be the same as yours





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

### What's covered

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

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

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

### We won't pay:

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

## Section 8 Medical expenses and physical assault benefits

### Medical expenses

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

### Road rage

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

We won't pay when the incident:

- is caused by a relative or a person you or your partner know;
- 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 theft or attempted theft of your car.

We won't pay when the incident:

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

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





## Section 9 Personal belongings

### What's covered

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:

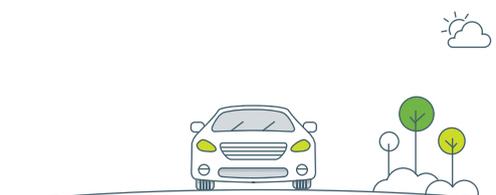
- items left in an unlocked car or if the window or roof was open or the ignition device was left in, on or attached to your car or left in the immediate proximity of the car or in the range of where the ignition device is effective;
- the theft of personal belongings unless they're kept out of sight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

## Section 10 No claim discount (NCD)

If you have an NCD, we'll give you a discount in line with our NCD scale which is current when you started the policy. The discount won't apply to our administration costs or to any additional options you've chosen.

If a claim is made against your policy where we have to make a payment that we're unable to recover or you haven't protected your NCD, your NCD will be reduced 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 or more	4	2	0





## No claim discount (NCD) - continued

Your NCD won't be affected if we only pay for:

- emergency medical treatment charges ([section 3](#))
- damage to the windscreen or window glass ([section 5](#))
- a claim under:
  - breakdown
  - motor legal expenses
  - uninsured driver ([section 1](#))
  - vandalism ([section 1](#))

If you have more than one car insured, each car can earn NCD in the NCD holder's name. Named drivers who are not the NCD holder can't earn their own NCD.

### Renewing with a claim outstanding

If your NCD isn't protected, we may send you a renewal quote with a reduced NCD. When the claim has been settled, and if it wasn't your fault and there's no outstanding cost to pay – we'll update your NCD and refund any extra premium you may have paid. However, whilst your NCD will be reinstated, premiums can still go up after a claim, even if you're not to blame.

### Protected NCD

If eligible and you pay an extra premium to protect your NCD – your NCD won't reduce due to the number of accidents/claims made. If chosen, this will be shown on your schedule. Premiums can still go up after a claim, even if you're not to blame.

If you let us know about a claim and you've already got a quote with our offer to protect your NCD, we may send a new quote without the option to protect your NCD.

### Proof of your NCD

We may ask you for your proof of NCD from your previous UK insurer, at any time or if you claim. The proof should be in your name, earned on a previous policy less than 2 years ago and not used on another vehicle. We may also check your NCD with your previous UK insurer (please see [12.3 general conditions](#)).

If you need proof of your NCD earned with us, if there's no money outstanding and your policy with us was within the last 2 years, we'll issue it in the name of the NCD holder.





## Section 11 General exceptions

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

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

This insurance won't apply unless:

- you tell us about any changes (please see the list in [section 12.3, general conditions](#)); and
- we've agreed to cover you and issued a new schedule and where necessary a new certificate of motor insurance.

### 2. Driving and use

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

### 3. Contractual liability

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

### 4. Radioactivity, pollution and contamination

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

- radiation or contamination from nuclear fuel or nuclear waste or from burning or explosion of nuclear fuel;
- the radioactive, toxic, explosive, hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its component parts;
- any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter;
- pollution or contamination – unless it's caused by an accidental sudden, unexpected, and identifiable incident that happens during the period of your cover.

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

We won't pay in the event of:

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

### 6. Alcohol and drugs

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

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

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





## Section 12 General conditions

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

### 1. Care of your car

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

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

When using a car fitted with ADAS, you must follow the manufacturer's instructions and load any software and/or safety related updates. If you don't, your insurance won't be valid, we may avoid or cancel (treat it as if it never existed) and we won't pay any claims for loss or damage. If we need to make a payment under the Road Traffic Act, we reserve the right to recover any amounts from you or the driver of your car.

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

### 3. Giving us correct and up to date information

Please answer all the questions truthfully and to the best of your knowledge, (for everyone covered under your policy) when you buy or amend your policy. Your schedule shows the answers you've given - if anything is wrong, you need to correct it as soon as possible. At the renewal, you must also let us know if any of the information has changed - this includes any claims or motoring convictions/endorsements for all drivers of your car.

### Changes you need to tell us about

You must tell us as soon as possible if:

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

You won't be covered for any of the above changes until we've agreed to give cover and issued a new schedule and, where appropriate a new certificate of motor insurance. If we agree to your change, it may result in an additional or return premium (an administration charge may apply – these charges are on your schedule).

If you don't tell us about the changes, we may reject the claim or reduce the payments we make. If the change means we can't insure you any longer, we'll give you notice of cancellation (please see [section 12.10 general conditions](#) – our rights to cancel your insurance).

### Documents and information we might need from you

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

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





## General conditions - continued

### 4. Misrepresentation, fraud and financial crime

If you or anyone representing you:

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

we may:

- amend your policy with the correct information, apply any relevant terms and conditions, collect any additional premium (including any administration charges). If you pay monthly, you'll need to pay any additional premium in full, it can't be added to your instalments;
- reject a claim or reduce the amount of payment we make;
- cancel or avoid your policy (treat it as if it never existed), including all other policies you have with us and apply a cancellation charge.

Where fraud is identified, we'll also:

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

#### 4.1 Claims fraud

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

- reject the claim or reduce the amount of payment we make;
- cancel all other policies you have with us and retain all premiums you've paid;
- get back from you any costs you've caused us to pay; and
- pass details to fraud prevention and law enforcement agencies whose members may access and use this information. Other insurers may also see this information.

### 5. Accident and claims procedure

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

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

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've made or to pursue a claim for damages.

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

### 6. Other insurances

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

This condition doesn't apply to [section 7, personal accident benefits](#).

### 7. Compulsory insurance laws

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





## General conditions - continued

### 8. Car sharing

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

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

### 9. Voluntary use

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

### 10. Cancellation

#### Our rights to cancel your insurance

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

- we find any misrepresentation or any attempt to gain an advantage under this policy to which you're not entitled, please see [section 12.4 general conditions](#);
- we find you or anyone covered under this policy is involved in, or associated with, fraud and/or financial crime;
- you don't pay the premium or a monthly payment when we've asked for the money by a certain date;
- you or anyone else insured hasn't met the terms and conditions in this document including those on your schedule;
- your circumstances have changed and we can't insure you;
- you behave inappropriately for us to continue your insurance, e.g. if you harass or show abusive, threatening, racist, sexist or any other anti-social or discriminatory behaviour towards our staff.

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

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

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

#### Your rights to cancel your insurance

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

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

You can cancel your insurance cover at any other time. We'll refund any money you've paid less a charge for the time you've been on cover and apply a cancellation fee. If you've made a claim then no refund will be paid. If you pay monthly, you must still pay us the full balance of your annual premium.

All the charges can be found on your schedule.

#### Cancellation at renewal

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

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

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

#### Renewal of your policy

We reserve the right to not invite the renewal of your policy – this could be because you no longer meet our eligibility rules.





## General conditions - continued

### 11. 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.

### 12. Premium payment by instalments

- If we agree for you to pay your premium by monthly direct debit or a similar agreement, you must pay the deposit we ask for and keep your monthly payments up to date;
- If you make a claim, we may take any money that's due to us before paying the claim.

### 13. Administration charges

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

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

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

## A summary of our privacy policy

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

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

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

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

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

You have the right to:

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

You can also ask us to review an automated decision.





## 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 (in the UK)**  
**+44 1689 898 603 (outside the UK)**

## For windscreen claims

**0800 169 9499**

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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