



# Our terms and conditions





## Welcome to LV=

Thanks for choosing LV= insurance.

These terms and conditions should be kept safe with all the documents we've sent you for an overall view of your policy. If you've bought insurance for both your home and car(s), please refer to the whole of this booklet. If you only have home or car insurance, you only need to read the relevant sections for that cover.

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

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

All communications will be in English. You can get this and other documents from us in braille, large print or in an audio format by contacting us.

# Contents

Welcome to LV=	1
Your insurance policy	3
Useful information	4
Helplines for home insurance only	5
Definitions	6
General exceptions for home and car insurance	12
General exceptions for home insurance only	13
General exceptions for car insurance only	14
General conditions for home and car insurance	15
General conditions for home insurance only	20
General conditions for car insurance only	21
How will my home claim be settled?	22
How will my car claim be settled?	25
Territorial limits and European cover	27
No claim discount (NCD) on your car insurance	28
A summary of our privacy policy	30



## Your insurance policy

Please read this terms and conditions booklet along with your personal details, your cover and limits and certificate of motor insurance if applicable as one document.

Your personal details along with your cover and limits for each car and/or home insured with us, a certificate of motor insurance if applicable all make up your contract with us. You've paid for us to give you insurance based on the details in your contract for the period on your personal details.

Your policy is underwritten by Liverpool Victoria Insurance Company Limited.

### **Our commitment to you**

We'll always:

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

### **Giving us the correct information**

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

## Useful information

### If you need to make a claim

- For the following claims you'll need to report this to the police first and note the crime reference number. We'll need the number when you call us;
  - Car is stolen or vandalised
  - Property is vandalised
  - Belongings are stolen
- Speak to us before you make arrangements to repair or replace.

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

### If you need to make a complaint

If you're not happy for any reason, we want to make sure things are put right. Please either call us on **0330 678 5111** (for Text Phone, dial 18001 first) or email **GIFeedback@LV.co.uk** or write to the Customer Relations Manager, LV=, County Gates, Bournemouth, BH1 2AT. 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.

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;
- home insurance is covered for 90% of the claim as it's a non-compulsory insurance product.

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



## Helplines for **home insurance only**

### **If you have a domestic emergency**

**0330 678 5246** (24 hours a day, 365 days a year)

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

### **Legal advice**

**0330 678 5245** (24 hours a day, 365 days a year)

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

### **Identity fraud assistance**

**0330 678 5247** (24 hours a day, 365 days a year)

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

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

## Definition (Home and car)

Wherever these definitions appear in this booklet, your personal details, your cover and limits and certificate of motor insurance if applicable, they have the same meaning.

<b>Accidental damage (Home/Car)</b>	damage caused suddenly by external means which is not expected and not deliberate.
<b>Contract (Home/Car)</b>	this booklet, your personal details and your cover and limits and certificate of motor insurance - if applicable.
<b>Cyber Attack (Home/Car)</b>	An act affecting any computer system or software of electronic devices or a motor vehicle, including but not limited to, computer virus, malware, ransomware, hacking, denial of service or unauthorised access, corruption or deletion of data.
<b>Excess (Home/Car)</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 personal details.
<b>Our terms and conditions booklet (Home/Car)</b>	this booklet.
<b>Partner (Home/Car)</b>	your husband, wife, civil partner or partner you are permanently living with.
<b>Period of insurance (Home/Car)</b>	the length of time the contract applies for. This is shown on your personal details.
<b>Personal belongings (Home/Car)</b>	<p><b>home:</b> items you would normally wear or carry including money and credit cards belonging to you or your family or which you or your family are legally responsible for.</p> <p>Personal belongings are not:</p> <ul style="list-style-type: none"><li>• motor vehicles (including motorbikes, quad bikes and motorised scooters), caravans, trailers, watercraft, aircraft and all their accessories;</li><li>• mobility scooters, electric wheelchairs and electric bikes that are required to be licensed if used on a public road;</li><li>• business stock, tools or materials used for business to any extent;</li><li>• animals;</li><li>• bicycles or their accessories;</li><li>• furniture, furnishings and household goods;</li><li>• cryptoassets, for example, Bitcoin.</li></ul> <p><b>car:</b> items left in your locked car, out of sight in the boot or glove box.</p>



## Definition (Home and car) - continued

<b>Policyholder (Home/Car)</b>	the person on your personal details and certificate of motor insurance (if applicable), named as the policyholder. This person is who we'll correspond with and is responsible for the policy, including paying the premium and notifying all NCD Holders when their car is removed from cover.
<b>Wear and tear (Home/Car)</b>	gradual and/or unavoidable damage caused by general use over time.
<b>We, our, us (Home/Car)</b>	Liverpool Victoria Insurance Company Limited.
<b>Your cover and limits (Home/Car)</b>	this document forms part of your contract with us and includes: <ul style="list-style-type: none"><li>• details of cover;</li><li>• any exclusions and/or limits that apply.</li></ul>
<b>Your personal details (Home/Car)</b>	this document forms part of your contract with us and includes: <ul style="list-style-type: none"><li>• your details, drivers and their use if applicable;</li><li>• cover dates;</li><li>• claims history;</li><li>• name of the NCD holder if applicable;</li><li>• limits of cover;</li><li>• any conditions which may vary the terms of your insurance.</li></ul>
<b>You, your (Home/Car)</b>	the person named as the policyholder/joint policyholder/NCD holder on your personal details and your certificate of motor insurance (if applicable).

## Definitions (Home)

<b>Bedroom (Home)</b>	a bedroom is a room originally designed to sleep in, even if it is now used for other purposes.
<b>Buildings (Home)</b>	the structure of your home, that belongs to you or you're legally responsible for, including: <ul style="list-style-type: none"><li>• permanent fixtures and fittings of your home</li><li>• outbuildings and garages that form part of your home;</li><li>• bathroom suites, such as baths, basins, bidets, toilets and showers;</li><li>• walls, gates, fences but not vegetation such as hedges, lawns and trees;</li><li>• swimming pools, permanently fitted hot tubs and tennis courts;</li><li>• drives, footpaths, patios and terraces;</li></ul>

## Definition (Home) - continued

<b>Buildings - continued (Home)</b>	<ul style="list-style-type: none"><li>• permanently sited septic tanks and fixed central heating, gas or oil tanks;</li><li>• permanently fixed energy installations, such as, solar panels, wind turbines, ground or air heat pumps and electric-vehicle charging points.</li></ul> buildings are not: <ul style="list-style-type: none"><li>• farm or commercial outbuildings</li></ul>
<b>Business equipment (Home)</b>	furniture and office equipment (e.g. computers, printers, photo-copiers but not stock, materials and tools), used for business purposes.
<b>Business use (Home)</b>	Activities you carry out at your home in connection with your business or your employer's business, trade or profession, including anyone visiting your home in connection with your business. Using your home to carry out office work is not considered to be a business use
<b>Claim (Home)</b>	a single loss or series of losses arising from one incident or illness.
<b>Contents (Home)</b>	contents are the following property belonging to you or your family or which you or your family are legally responsible for when inside your home: <ul style="list-style-type: none"><li>• household goods;</li><li>• valuables, but not more than the limit on your personal details and/or your cover and limits;</li><li>• home entertainment equipment;</li><li>• business equipment, but not more than the limit on your cover and limits;</li><li>• money and credit cards but not more than the limit on your cover and limits;</li><li>• bicycles;</li><li>• TV and radio aerials, satellite dishes and their fittings.</li></ul> contents are not: <ul style="list-style-type: none"><li>• motor vehicles (including motorbikes, quad bikes and motorised scooters), caravans, trailers, watercraft, aircraft and all their accessories;</li><li>• mobility scooters, electric wheelchairs and electric bikes that are required to be licensed if used on a public road;</li><li>• animals;</li><li>• business stock, tools or materials used for business to any extent;</li><li>• any part of the structure of your home, including decorations or permanent fixtures and fittings;</li><li>• cryptoassets, for example, Bitcoin.</li></ul>



## Definition (Home) - continued

<b>Domestic employee (Home)</b>	a person employed by you to carry out domestic duties at your home, such as cleaning, gardening or looking after you or your children. This doesn't apply if they're self-employed or employed by a company.
<b>Family (Home)</b>	you, your spouse/partner and any other relatives or any other person, who is not a paying guest, all permanently living within your home.
<b>Heave (Home)</b>	upward movement of ground.
<b>Home (Home)</b>	the private domestic property at the address shown on your personal details, together with its garages and outbuildings.
<b>Home entertainment equipment (Home)</b>	radios, televisions, digital, cable and satellite decoders/receivers, home computers, laptops, tablets, notebooks, e-readers and games consoles, video, DVD, record, tape and CD players.
<b>Identity fraud (Home)</b>	a person or group of people knowingly using your personal information without your authorisation, to commit a crime.
<b>Landslip (Home)</b>	movement of ground down a slope.
<b>Limit of cover (Home)</b>	the most we'll pay for any claim.
<b>Money (Home)</b>	cash, cheques, postal and money orders, bankers' drafts, luncheon vouchers, saving stamps and certificates, bonds, current postage stamps, travellers cheques, travel tickets, season tickets and gift tokens belonging to, or the responsibility of, you or your family.
<b>Paying guests (Home)</b>	a person who is not part of your family and who pays you for staying in your property, this includes lodgers and tenants.
<b>Settlement (Home)</b>	downward movement of the ground as a result of normal compaction of the soil by the weight of the buildings within 10 years of construction.
<b>Storm (Home)</b>	Wind speeds with gusts of at least 47mph/75kmh or torrential rainfall at a rate of at least 25mm/one inch per hour or snow to a depth of at least one foot/30cm in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass

## Definition (Home)

<b>Subsidence (Home)</b>	downward movement of ground other than by settlement.
<b>Unoccupied (Home)</b>	not lived in by you or your family, for more than 60 days in a row, or doesn't have enough furniture or services for normal living purposes.  By lived in we mean stayed in and slept overnight for at least 2 nights in a row each week.
<b>Valuables (Home)</b>	jewellery, watches, furs, items made of gold, silver and other precious metals, pictures and other works of art, stamp, coin and medal collections.

## Definitions (Car)

<b>Accessories (Car)</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) (Car)</b>	electronic systems fitted to your car that will assist the control of your car.
<b>AEVA 2018 (Car)</b>	the Automated and Electric Vehicles Act 2018.
<b>Automated Lane Keeping System (ALKS) (Car)</b>	A system which allows the vehicle to drive itself in accordance with the AEVA 2018.
<b>Automated vehicle (Car)</b>	a vehicle capable of, and type approved to drive itself in accordance with the AEVA 2018.
<b>Autonomous driving/mode (Car)</b>	the mode which allows an authorised vehicle to drive itself, as allowed by the AEVA 2018
<b>Certificate of motor insurance (Car)</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>Driving (Car)</b>	includes using or being in charge of a car.
<b>Green card (Car)</b>	an internationally recognised document in order to prove you have the minimum insurance requirements.
<b>Ignition device (Car)</b>	a key or any other device which is used to gain entry and/or start your car.



## Definition (Car) - continued

<b>In-car equipment (Car)</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 (Car)</b>	the person that drives your car most often.
<b>Market value (Car)</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 at the time of the accident or loss. We'll consider the amount you could have reasonably got for your car if you sold it immediately before the accident, loss or theft and not the price you paid for it.
<b>NCD holder (Car)</b>	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.
<b>Non-recommended repairer (Car)</b>	a repairer that is not part of our approved repairer network.
<b>Over the air (OTA) updates (Car)</b>	software updates and settings installed wirelessly such as functionality, performance and safety updates.
<b>Recommended repairer (Car)</b>	a repairer that is part of our approved repairer network.
<b>Total loss (Car)</b>	the amount of damage to your car which means it's uneconomical or unsafe to repair or has been stolen and not recovered.
<b>Track days (Car)</b>	using or driving on a racing track, circuit, airfield, test venue, derestricted toll road (including the Nurburgring/ Nordschleife) or at a professionally or socially arranged 'off road' event.
<b>Your car (Car)</b>	the insured car(s) shown on your personal details and certificate of motor insurance. Also includes any car loaned or hired to you under our recommended repairer service or by a garage or vehicle repairer while the insured car is there for a service, repair or MOT. Liability to other people also includes a trailer, caravan or broken down vehicle while they're being towed by your car.

# General exceptions for home and car insurance

These apply to the whole contract and must be met by you and any other person covered by this insurance - they're in addition to the general exceptions specific to car and home insurance.

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

This insurance won't apply unless:

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

## 2. Contractual liability

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

## 3. Radioactivity, pollution and contamination

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

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

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

We won't pay in the event of:

- conflict, war (whether or not war is declared), civil war, terrorism (by cyber and/or nuclear and/or chemical and/or biological and/or radiological means), politically motivated unrest, rebellion or revolution except when required by the Road Traffic Act;
- riot or civil unrest that happens outside the UK.

## 5. Cyber

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

- any Cyber Attack affecting your car except when required by the Road Traffic Act;
- loss of, corruption of, or access to electronic equipment or data due to a Cyber Attack;
- any costs or ransom to gain access to your car or its features, as a result of a Cyber Attack;
- loss of, corruption of, access to or use of software and/or features.

We won't pay the costs of investigative diagnostics and/or remedial action.





## General exceptions for **home insurance only**

### We will not pay for

- any reduction in value;
- any loss, damage, injury or accident occurring, or arising from an event, before cover started;
- any loss or damage which results indirectly from anything insured by this policy;
- any indirect loss such as loss of earnings or travel expenses;
- the removal of tree stumps or their roots, where we have agreed to remove any fallen trees or branches;
- any loss or damage to caravans, mobile homes or any commercial premises;
- loss or damage deliberately caused by you or your family, or any other persons living in your home;
- loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
- any direct or indirect loss or damage caused as a result of your home being used for illegal activities by you or your family;
- anything which happens gradually including deterioration or wear and tear, settlement or shrinkage;
- damage by microorganisms such as mould or fungus, climatic or atmospheric conditions, frost, wet or dry rot;
- any process of cleaning, repair or alteration;
- damage by insects and vermin;
- electrical or mechanical failure or breakdown (not applicable to home emergency);
- faulty design, materials or workmanship.



# General exceptions for car insurance only

## 1. Driving and use

This insurance won't apply if any car (including accessories) 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 personal details;
- by anyone that's not named on your certificate of motor insurance and/or your personal details;
- 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 including ride sharing/hailing. Even when top up insurance may be provided by a third-party provider for hire and reward;
- 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;
- for the purposes of renting or hiring out vehicle charging cables or wall boxes;
- for criminal purposes (including avoiding lawful apprehension);
- or a deliberate or reckless act with the intention of self-harm, suicide, causing damage or fear of damage to other vehicles or property and/or causing injury or fear of injury to any person.

## 2. 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, either through roadside test or evidentiary sample;
- 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.





## General conditions for **home and car** insurance

You and any other person covered by this insurance must meet all the terms and conditions of this contract - these apply in addition to the general conditions specific to home and car insurance.

### **1. Giving us correct and up to date information**

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

At renewal, you must also let us know if any of the information has changed - this includes any claims, motoring endorsements/convictions and/or any unspent non motoring criminal convictions for you, anyone living with you or anyone named on your policy.

### **2. Changes you need to tell us about:**

Please see the list of changes we need to be made aware of under the general conditions for either your home and/or car.

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

If you don't tell us about the changes, we may reject the claim or reduce the payments we make. If the change means we can't insure you any longer, we'll give you notice of cancellation (please see general conditions for home and car insurance - section 7 – our rights to cancel your insurance).

### **3. Documents and information we might need from you**

To help us validate your details, we may ask you to send us documents, information or allow us to access databases. This could include, but isn't limited to, your car registration document, proof of no claim discount/ bonus, proof of your address and a copy of your utility bill.

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

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

### **4. Misrepresentation, fraud and financial crime**

If you or anyone representing you:

- give us misleading or incorrect information to any of the questions asked when applying for or amending this insurance;
- fail to let us know about changes to the details we have about you or your cover;

## General conditions for home and car insurance - continued

- 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 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.

### 4.2 Sanctions

LV= can't provide you with cover and won't be liable to pay any claim if doing so exposes LV= to any sanction, prohibition or restriction under United Nations resolutions. This also includes the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America. If you are found to be subject to, or associated with, such sanctions we may cancel or void your policy (treat it as if it never existed), including all other policies which you may have with us, and apply a cancellation charge.

### 5. Accident and claims procedure

You or any other person covered under this insurance must:

- let us know when anyone covered by this policy has had an accident;
- let the police know as soon as possible if your home or car or their contents are stolen or vandalised;
- tell us if any lost or stolen property is subsequently recovered;
- send us all communications from other people involved, without replying;



## General conditions for home and car insurance - continued

- immediately tell us about and send to us, any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process without replying;
- co-operate and give us all the information relevant to your claim to help us validate and process it such as purchase receipts, valuations, photographs and reports;
- 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;
- help us to pursue a recovery (where applicable) against a third party.

You must not, without our consent:

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

We're entitled to:

- have total control to conduct, defend and settle any claim; and
- take proceedings, in your name or in the name of any other person claiming under this insurance, at our own expense and for our own benefit to recover any payment we've made or to pursue a claim for damages.

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

### 6. Other insurances

If any loss, damage or liability is covered by this insurance and another insurance policy, we'll only pay our share. This condition doesn't apply to personal accident benefits or home liability cover.

### 7. Cancellation

#### Our rights to cancel your insurance

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

- we find any misrepresentation or any attempt to gain an advantage under this policy to which you're not entitled, please see section 4 of general conditions for home and car;
- we find you or anyone covered under this policy is involved in, or associated with criminal activity, fraud and/or financial crime;
- you don't pay the premium or a monthly payment when we've asked for the money by a certain date;
- you or anyone else insured hasn't met the terms and conditions in this document including those on your personal details;
- your circumstances have changed and we can't insure you;
- you behave inappropriately for us to continue your insurance, e.g. if you harass or show abusive, threatening, racist, sexist or any other anti-social or discriminatory behaviour towards our staff.

## General conditions for home and car insurance - continued

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 a claim is made on your policy by you or another party 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 and we'll refund any money you've paid minus a charge for the time you've been on cover even if you've made a claim.

You can cancel your insurance cover at any time. We'll refund any money you've paid minus a charge for the time you've been on cover and a cancellation fee if it's after the first 14 days. If you've made a claim then no refund will be paid. If you pay monthly, you must still pay us the full balance of your annual premium.

All the charges can be found on your personal details.

### Cancellation at renewal

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

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

If you want to cancel your insurance or change the way you pay, you must tell us before the renewal date. If you renew, but then change your mind, if you tell us before the renewal date, we'll refund what you've paid. If you cancel after the renewal date, we'll refund any money you've paid less a charge for the time you've been on cover and apply a cancellation fee if this after 14 days. Any refund sent to you will be within 7 days of you asking to cancel.

### Renewal of your policy

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



## General conditions for **home** and **car** insurance - continued

If you make a claim after we've sent your renewal, your price may change to reflect this. If this happens we'll send you an updated invite or letter confirming the change in premium and/or NCD if you've already renewed and the claim happened before your renewal date.

### 8. Insurance premiums

All premiums include insurance premium tax where applicable. You may also have to pay other taxes or costs, for example if the premium is reimbursed by an employer it may be classed as a taxable benefit in kind. If so you'll need to pay this tax or cost yourself.

### 9. Premium payment by instalments

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

### 10. Administration charges

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

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

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



# General conditions for home insurance only

## 1. Care of your property

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

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

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

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

## 3. Joint policyholder

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





## General conditions for car insurance only

### 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 personal details will show if one is needed), it should be active 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. We may choose to refuse your claim if your vehicle is not kept in a roadworthy condition.
- **Software Updates** – You must keep the ADAS/ALKS, safety and security system software of your car up to date and you must not modify it other than in accordance with any manufacturer's instruction, either by physical or OTA updates.

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

If your car is 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. 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;
- If a payment has been made for an OTA update that increases performance (acceleration and speed). You only need to notify us the first time this is done;
- your driving licence has changed, such as it is now withdrawn;
- you change occupation - including part time work.

## General conditions for car insurance only - continued

### 4. 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.

### 5. 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.

### 6. Removal of cars

If you remove a car(s) from cover you are responsible for informing the NCD holder that their car is no longer insured.

### 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.

## How will my home claim be settled?

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

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

We'll pay the full cost of any repair or replacement, including any architects' and surveyors' fees, demolition, removal of debris or local authority costs we have agreed to pay (we don't cover any costs due to you arranging independent companies to help with your claim). Repairs completed by our approved suppliers as a result of a claim covered by this insurance are guaranteed for 12 months.

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

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

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



## How will my home claim be settled? - continued

### Cash payments

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

If we're unable to offer repair or an equivalent replacement is not available, we'll pay the nearest cash equivalent or current market value of the item at the time of the loss or damage.

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

### Excesses that apply

If your personal details shows that you have to pay an excess, this is the amount you must pay as the first part of any claim.

The limit of cover will be applied after payment of any excess.

### Matching sets and suites

#### Contents, personal belongings and bicycles

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

### Buildings

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

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

### Flooring

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

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

### Proof of value and ownership

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

# How will my home claim be settled? - continued

## Limit of cover

The limits of cover shown on your personal details must represent the rebuild cost of your property and the full replacement value of all your contents as new.

The buildings limit must be enough to cover the structure of your home, as well as any outbuildings, landscaping, boundaries, plus fixtures and fittings.

The contents limit must be enough to cover all your contents in your home, including your specified items, valuables, entertainment items, personal belongings taken away from your home and your bicycles.

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

## Under insurance

It's important your cover meets your needs. At the time of a loss, if the limit of cover you've chosen is not enough, we may reduce the claims settlement in proportion to what your premium would have been if you had the correct sum insured.

For example, if you only paid 70% of the premium you should have paid, the most we'll pay will be 70% of the claim you make.

## Index linking

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

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

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

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





## How will my car claim be settled?

### Ownership

If your car belongs to someone else, or is under a hire purchase or leasing agreement, we'll pay the legal owner the market value. If leasing, you're responsible for any deposits or initial rental payments.

### Total Loss

In the event of a Total Loss, where the vehicle is on finance, we'll contact the finance company using your personal information to discuss the outstanding balance on your loan. Once the finance company has been paid, any monies left over will be paid directly to you. If there is an outstanding balance after we have paid the claim, you would need to contact the finance company directly.

Where the car is owned by a company or subject to contract hire or lease, VAT will be subtracted from the settlement.

### 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, or refurbished/undamaged Green parts but will still be a similar type and quality. This will not affect any manufacturer guarantee or warranty.

When using our Recommended Repairer Service, the labour on repairs is guaranteed for the life of the car as long as you're the owner. Parts are subject to their own guarantee periods from the manufacturer.

### 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 and only 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 or similar 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.

## How will my car claim be settled? - continued

### 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. However we won't cover bench style car seats (such as multimap or similar) where they increase the original number of seats of the car.

### Continuing your journey

If your car can't be driven after a claim for accidental damage, fire or theft 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 personal details will show what excess you need to pay if you claim and also the additional excess if you choose a non-recommended repairer.

Excesses apply to each claim you make. If you insure your home and cars with us and more than one's involved in an incident, you'll need to log separate claims and an excess will apply to each.





## Territorial limits and European cover for car insurance

### Territorial limits

Your insurance applies when you're in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands – including when your car is being transported between them unless using an Automated Vehicle in autonomous mode where cover is only in Great Britain.

### European cover

While you're travelling in EU countries and any other country that follows EU directives, you'll be insured on the same basis, (Comprehensive or Third Party Fire and Theft), as you are in the territorial limits – as long as your car is not abroad for more than 180 days during your period of cover (excluding the Republic of Ireland where this limit doesn't apply) 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. Benefits for Guaranteed Hire Car and Motor Legal Expenses only apply inside the territorial limits.**

### Use in other countries

If you'll use your car in countries not listed on your certificate of motor insurance you will not have any cover.

### Damage repair process outside the territorial limits

If the damage to your car means it can't be safely driven from the scene of the accident, you may have to arrange recovery of your car. We'll reimburse any costs you pay for the roadside recovery once the claim's validated and you've submitted invoices and receipts.

We'll decide how to settle your claim, and, in most cases, pay you a cash sum to replace the undriveable car or item you're claiming for. The most we'll pay is the market value of the car.

We recommend you take your V5 or VE103b document with you to help us process your claim. If the vehicle is driveable, upon your return to the UK, we'll deal with your claim in line with our normal repair process in the territorial limits.

## No claim discount (NCD) on your car insurance

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

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

- emergency medical treatment charges
- damage to the windscreen or window glass
- a claim under:
  - breakdown
  - motor legal expenses
  - uninsured driver promise
  - vandalism

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 your car insurance 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, while 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 personal details. 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 it.

## **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 3 general conditions for home and car).

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.

## 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 use your personal information, view our privacy policy at [LV.com/GIDATA](http://LV.com/GIDATA), if you don't have access you can write to us at: GI Customer Support, LV=, County Gates, Bournemouth, BH1 2AT.

You can also contact our Data Protection Officer:

Data Protection Officer, PO Box 5291, Worthing, BN11 9TD, via email at [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk) or by phone on **0330 102 1837**.

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

You have the right to:

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

You can also ask us to review an automated decision.



## To make a home or car claim

24 hours a day, 365 days a year

**0330 678 5555**

(in the UK)

**+44 1202880354**

(outside the UK)

## Home identity fraud assistance Helpline

24 hours a day, 365 days a year

**0330 678 5247**

## Home domestic emergency assistance helpline

24 hours a day, 365 days a year

**0330 678 5246**

## Home legal advice helpline

24 hours a day, 365 days a year

**0330 678 5245**

## For windscreen claims

**0800 169 9499**

For Text Phone first dial 18001.

Calls may be recorded for training and monitoring purposes.



You can get this and other documents from us in braille, large print or in an audio format by contacting us.

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