

*Keep me safe*

# Hire & Reward Insurance

Policy document





## **WELCOME TO LV=**

### **Thank you for choosing to purchase an LV= Insurance policy.**

Founded in 1843 Liverpool Victoria, which also trades as LV=, is the UK's largest friendly society and a major provider of insurance and financial services products.

As a friendly society and mutual, Liverpool Victoria exists wholly for the benefit of its members. We have no shareholders taking a share of our profits. Instead we invest our profits in making our products competitive and delivering an outstanding customer service.

Our claims service goes the extra mile. Committed to doing the right thing for our policyholders, we will aim to settle claims quickly, even in the most difficult circumstances.

If you would like to learn more about LV= please visit our website at: **[www.LV.com/commercial](http://www.LV.com/commercial)**

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## IMPORTANT INFORMATION

Please read this **policy**, the **schedule** (including any **endorsements**) and the **certificate of motor insurance** very carefully. Together with the information **you** gave **us** in the **proposal form or statement of fact**, and the declarations that **you** have made, they form the **contract of motor insurance**. **You** should pay particular attention to the **general exclusions**, the **general conditions** and any **endorsements** which apply.

The words that appear in bold throughout this **policy** are definitions as shown in the Definition and Terms section of the **policy** and have the same meaning wherever they appear.

Please tell **your insurance adviser** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

### **How we use your personal information**

This information explains how **we** may use **your** details and tells **you** about the systems **we** use that allow **us** to detect and prevent fraudulent applications and claims. The savings that **we** make help **us** to keep premiums down.

The way in which **we** may use **your** personal data is controlled by the requirements of the Data Protection Act 1998. **Liverpool Victoria Insurance Company Limited** is registered for the purpose of processing personal data.

Information provided to **us** may be held, whether or not **you** purchase a policy, on computer, paper file or other format. **We** will hold this information for a reasonable time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained.

**You** can ask for a copy of the personal information **we** hold about **you** by writing to the CCA Department, LV=, County Gates, Bournemouth, BH1 2NF. For details of the Liverpool Victoria group of companies please refer to [www.LV.com](http://www.LV.com)

The information (some of which may be sensitive data) may be used to process and administer **your** insurance by **us** and **our** agents (e.g. service providers both within and outside the European Economic area with which **we** have agreements). It may also be used or disclosed to regulators for the purposes of monitoring and enforcing **our** compliance with any regulation. Occasionally, **your** personal information may be disclosed to selected third parties who are assisting **us** in service improvement activities.

All phone calls may be monitored and recorded and used for fraud prevention and detection, quality control and training purposes.

If credit or debit card details are provided to **us** **we** may use this information to automatically renew **your** insurance policies. **We** will only do this where **we** have **your** permission.

If **your** details have been obtained through one of **our** affinity associations **we** may pass some of **your** information, including policy details and on-going information, to that affinity organisation for membership, business analysis and other relevant purposes.

If **you** move to a new insurer **we** may confirm certain details about **your** insurance to them. **We** will only do this if **we** are sure it's a genuine request.

If **we** receive a request for policy information by an individual other than the policy holder **we** will check that the policy holder has given permission to do this.

Sensitive personal data will not be used for marketing purposes.

### **Credit Search**

**We** may use information obtained from a number of sources including credit reference agencies. This helps **us** to confirm **your** identity, allows **us** to give **you** a quote and decide which payment options **we** can offer **you**, for example, paying monthly.

**You** will see a record of this search if **you** request a Credit Report.

No other organisation who may conduct credit searches will be able to see it.

The search won't affect **your** credit record or credit rating in any way.

### **Previous claims and incidents**

**You** must tell **us** about any claim or incident (such as fire, water damage, theft or an accident) whether or not **you** claimed for them. When **you** tell **us** about a claim or incident **we** will pass information about it to various databases.

## IMPORTANT INFORMATION CONTINUED

**We** may search these databases:

- when **you** apply for insurance
- if **you** have a claim
- at renewal

**We** will do this to validate **your** claims history or that of any other person or property likely to be involved in the insurance or claim.

### Fraud prevention and detection

**We** will check **your** information against a range of registers and anti-fraud databases for completeness and accuracy. **We** may also share **your** information with law enforcement agencies, other organisations and public bodies.

If **we** find that false or inaccurate information has been given to **us**, or **we** suspect fraud, **we** will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of job applicants and employees

Please contact **us** at GFC, LV=, County Gates, Bournemouth, BH1 2NF if **you** want to receive details of the registers and fraud prevention agencies.

### Motor Insurance Database

**We** will add details about **your** insurance policy to the Motor Insurance Database ('MID') which is managed by the Motor Insurers' Bureau ('MIB'). The MID and the data stored on it may be used by the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- electronic licensing
- continuous insurance enforcement
- law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- the provision of government services and/or other services aimed at reducing uninsured driving

If **you** are involved in a road traffic accident (either in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Other persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including foreign citizens) may also obtain relevant information held on the MID.

It's vital that the MID holds **your** correct registration number. If not **you** risk the Police seizing **your** vehicle.

**You** can check that **your** correct registration number is shown on the MID at [www.askmid.com](http://www.askmid.com)

### Telling you about other products and services

Unless **you** have indicated otherwise, **we** and other carefully selected organisations may use **your** information to keep **you** informed of other products and services that may be of interest to **you**. **You** may be contacted by post, telephone or other appropriate means. If **you** would rather not receive such information please write to CCA Department, LV=, County Gates, Bournemouth, BH1 2NF.

## IMPORTANT INFORMATION CONTINUED

### How to make a complaint

If **you** have a complaint about **your** policy or the service **you** have received, please contact the broker, intermediary or agent that arranged it. If they are unable to resolve **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should **you** be unhappy with service provided by Highway please contact **us** by phone on 0800 678 3159 (For Text Phone please dial 18001 first. Opening hours Mon-Fri 9am-5pm).

If **you** prefer to write, please address your letter to The Customer Care Department, Highway Insurance, LV Brentwood, PO Box 9104, Bournemouth, BH1 9DB

Email: [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk).

When contacting **us** please ensure **you** quote **your** policy or claim number as appropriate. A copy of **our** internal complaints procedure is available on request. If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter.

The address is: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Making a complaint will not affect **your** right to take legal action.

### Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation 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 insurance, is covered for 100% of the claim.

Non-compulsory insurance, such as home insurance, is covered for 90% of the claim.

**You** can get further information from the Financial Services Compensation Scheme. 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU. Telephone 020 7741 4100 or e-mail, [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

### Authorisation

Liverpool Victoria Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# DEFINITION OF TERMS AND WORDS

## Definitions

The following words or phrases have the same meaning wherever they appear and are shown in **bold** throughout this policy.

**Accessories** – Accessories made available for the vehicle by the manufacturer as optional extras and supplementary parts which are permanently fitted to, and are integral to, the **insured vehicle** and which cannot operate independently of the **insured vehicle**. This includes: – audio equipment, in car entertainment equipment, communication equipment, taximeter, in cab data systems, in vehicle camera, navigational equipment and roof signs.

**Business Day(s)** – Part of a day when most businesses are operating, usually from 9 a.m. to 5 p.m. Monday through Friday excluding weekends or public holidays.

**Certificate of Motor Insurance** – Legal evidence of **your** insurance. It is one part of the **contract of motor insurance**. It shows the vehicles **we** are insuring, who may drive the **insured vehicle** (where ‘any authorised driver’ is stated, refer to the **schedule** for restrictions), what it may be used for and the **period of insurance**.

**Contract of Motor Insurance** – The **policy**, the **schedule** (including **endorsements**), the **certificate of motor insurance**, the information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, all form the contract of motor insurance.

**Endorsements** – Something which alters **your** insurance cover. **Your** cover will be affected by any endorsement that is shown on the **schedule**. (Such endorsements may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one endorsement may apply. If **you** do not comply with any endorsements, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

**Excess** – The amount **you** have to pay towards each claim **you** make under this **contract of motor insurance**. There may be more than one excess, part of which may be voluntary (where **you** have chosen to take an excess to receive a discount on **your** premium). The amount of the excess is shown on the **schedule**.

**Family or Household** – Any member of the policyholder’s family, or any other person, who is a permanent or temporary resident at the policyholder’s address.

**General Conditions** – These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled.

**General Exclusions** – These describe the things that are not covered by the **contract of motor insurance**. They are in addition to the exclusions shown under the headings ‘What is not covered’ in each of the Sections detailing the cover provided.

**Geographical Limits** – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.

**Hazardous Goods** – means those detailed in the following regulations;

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (current version in force to apply);
- The ‘Approved List of Dangerous Substances’ published by the Health and Safety Executive, or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

**Insurance Adviser** – The person or company **you** purchased this insurance from.

**Insured Vehicle** – The vehicle(s) shown on the current **schedule** and **certificate of motor insurance**.

**Liverpool Victoria Insurance Company Limited** trading as LV= – Part of the Liverpool Victoria group of companies.

**Market Value** – The cost at the date of the accident or loss of replacing the **insured vehicle**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the market value of the **insured vehicle**, referring to guides of vehicle values and any other relevant sources. In assessing the market value, **you** should consider the amount that could reasonably have been obtained for the **insured vehicle** if **you** had sold it immediately before the accident, loss or theft.



## DEFINITION OF TERMS AND WORDS CONTINUED

**Period of Insurance** – The length of time covered by this **contract of motor insurance**, as shown on the current **schedule** and **certificate of motor insurance**.

**Personal belongings** – Certain property in the **insured vehicle**, which **you** wear or use in everyday life which belongs to **you**. Section 5 of this **policy** sets out the cover and limits which apply, and the items of personal belongings which are not included.

**Policy** – This booklet, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

**Proposal Form or Statement of Fact** – The documents filled in by **you**, or on **your** behalf by an **insurance adviser**, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract of motor insurance**. If **you** do not give **us** full information at the start, and tell **us** about changes, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

**Schedule** – Forms part of the **contract of motor insurance** and confirms details of **you**, the **insured vehicle(s)** and the cover which applies. It is one part of the **contract of motor insurance**.

**We, our, us** – **Liverpool Victoria Insurance Company Limited** trading as LV=.

**You, Your** – The person, company or trading name (including subsidiary companies) shown as the Insured on the **schedule** and **certificate of motor insurance**.

# CONTRACT OF MOTOR INSURANCE

## Hire & Reward

This **policy**, the **schedule**, the **certificate of motor insurance**, information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **Liverpool Victoria Insurance Company Limited** trading as LV=. This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

**We** agree to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

It is therefore essential that **you** provide a fair presentation of the risk, that the **proposal form, statement of fact** and **schedule** are accurate and true to the best of **your** knowledge and belief. If **you** fail to provide a fair presentation of the risk, the **proposal form, statement of fact** and/or **schedule** are inaccurate, incomplete or untrue it may affect **your** rights under the policy.

**You** must read this **policy**, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**. Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **we** agree with **you** to apply the laws of another country, English Law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply). All communications will be in English.

## Your Cover

The current **schedule** shows what **you** are covered for. The different kinds of cover are:

Comprehensive – Sections 1, 2, 3, 4, 5, 6, 7 and 8 apply.

Third Party Fire and Theft – Sections 1, 2, 6 and 7 apply.

Third Party Only – Sections 1, 6 and 7 apply.

Fire and Theft Only – Section 2 only.

## Use

This **contract of motor insurance** only covers **you** if **you** use the **insured vehicle** in the way described in **your certificate of motor insurance** (under 'Limitations as to Use') and any **endorsements**.

## Changes to your details

**You** must tell **your insurance adviser** as soon as possible if any of the details on **your proposal form or statement of fact** change including:

- Changes made to **your** vehicle which improves its value, appearance, performance or handling.
- Adaptions to **your** vehicle for the carriage of disabled people
- Changing **your** vehicle.
- Changes in the way **your** vehicle is used.
- Change of address or where **you** keep **your** vehicle.
- Change of occupation, including part time work.
- Change in the main user of the vehicle.
- Details of any medical conditions for any person who may drive the vehicle.
- Details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the vehicle.

## CONTRACT OF MOTOR INSURANCE CONTINUED

- Details of any criminal convictions for any person who may drive the vehicle.
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the vehicle.

This is not a full list and **you** should contact **your insurance adviser** for advice if **you** are not sure whether a change will affect **your** cover.

When **you** advise **us** of any permanent or temporary changes to **your policy** during the **period of insurance** which **we** agree to, or if **you** request duplicate documents, a premium adjustment charge of £15 + Insurance Premium Tax will be made in addition to any other change in premium to cover **our** administration costs.

This charge is in addition to any administration fees charged by **your insurance adviser**.

If **your** change of circumstances means that **we** can no longer provide cover, **we** or **our** authorised agent will give **you** notice of cancellation, see **our** rights to cancel **your** insurance in the Cancellation Condition in the General Conditions section of **your** policy

If **you** do not tell **your insurance adviser** of a change **we** will be entitled to do one or both of the following:

- reject or reduce payment of **your** claim.
- Cancel the **policy** and/or treat it as though it never existed.

### Additional Information – The following does not form part of the Contract of Motor Insurance

#### Vehicle Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.\*
- Always ensure **your** steering lock is on when **you** leave **your** vehicle and use a steering wheel lock.\*
- Fit locking wheel nuts to **your** wheels.
- Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may invalidate **your** cover so lock it or lose it!
- Remove any entertainment equipment if **you** can.
- Remove any **personal belongings** especially mobile phones, PDA or cash.
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it.

**You** can obtain further information from **your** local Crime Prevention Officer at **your** local Police station, or visit:  
<http://www.secureyourmotor.gov.uk/>

\* **We** recommend **you** install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: <http://www.thatcham.org/>

## SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER

### What is covered

**We** will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are driving, loading or unloading (directly from the **insured vehicle**), or in charge of the **insured vehicle**, if **you** kill or injure other people. **We** will also insure **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £10,000,000 and for costs and expenses incurred up to £2,000,000. **We** will also insure **you** while the **insured vehicle** is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or broken-down vehicle is attached properly to the **insured vehicle** by towing equipment made for this purpose.

**We** will also insure **you** for **your** legal liability to people who claim for damages if **you** kill or injure other people and for damage to their property (including any related indirect loss) up to £10,000,000 and for costs and expenses incurred up to £2,000,000 if they arise from a claim caused by an accident while **you** are carrying out **your** reasonable and proper duties in the course of **your** business or occupation as a licensed Hire & Reward driver.

### What is not covered

- Loss or damage to the **insured vehicle**, trailer or vehicle being towed.
- Any amount above £10,000,000 for damage to other people's property (including any related indirect loss) and any amount above £2,000,000 for costs and expenses incurred.
- Death or injury to the person driving or in charge of the **insured vehicle** or to any person being carried in or on, or getting into or out of, or getting on to or off, a trailer or vehicle being towed.
- Liability for death or injury to any employee of the person insured arising during the course of their employment.
- Driving other cars extension. **You** are not covered under this **policy** to drive any other vehicle.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst **you** are loading or unloading directly from the **insured vehicle**, unless such liability arises while **you** are carrying out **your** reasonable and proper duties in the course of **your** business or occupation as a licensed Hire & Reward driver.

### Insuring Others – What is covered

**We** will also insure the following people under this Section.

- Any person **you** allow to use the **insured vehicle** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from driving by an **endorsement** shown on the **schedule**.
- Any person (other than the person driving) being carried in, or getting in or out of, the **insured vehicle** or any person who causes an accident while they are traveling in, or getting in or out of, the **insured vehicle**.
- If anyone covered by the **contract of motor insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

### Insuring others – What is not covered

- Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured vehicle**, or if the person using the **insured vehicle** is excluded from driving or holding a valid licence, or using the **insured vehicle** as a result of the **general exclusions**, **general conditions** and any **endorsements**.
- Any liability that is not required to be covered under the terms of the Road Traffic Act whilst any person is loading or unloading directly from the **insured vehicle**.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

### Costs of Legal Representation – What is covered

If **we** agree in writing first, **we** may pay for the following legal fees if they arise from a claim caused by an accident that is covered under this **contract of motor insurance**.

- The solicitor's fee for representing anyone **we** insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest.
- The reasonable costs of legal services **we** arrange for defending an insured person against a charge of manslaughter or causing death by dangerous driving.

## **SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED**

**We** may, at any time, stop paying the legal costs.

### **Costs of Legal Representation – What is not covered**

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions, general conditions and endorsements**.

### **Emergency Medical Treatment – What is covered**

**We** will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured vehicle**. **We** must, by law, provide this cover.

If this is the only payment **we** make, **your** No Claims Discount will not be affected.

### **Emergency Medical Treatment – What is not covered**

- Any amount that is more than the compulsory fee.

## SECTION 2 FIRE AND THEFT

### What is covered

We will cover **you** for loss or damage to the **insured vehicle** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **accessories** on it.

### What is not covered

- Any vehicle which is not the **insured vehicle** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **insured vehicle**, any delay where **we** have to get new parts or accessories or they are unavailable, or the value of the **insured vehicle** reducing for any reason.
- Any other indirect loss.
- Loss or damage if **you** have not taken reasonable care to protect the **insured vehicle** (see 'Care of the Vehicle' under the **general conditions**), or if it has been left unlocked or with the keys in it or attached to it.
- Loss or damage from repossession of the **insured vehicle** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured vehicle** or someone taking the **insured vehicle** by fraud, trickery or deception or attempting to purchase the **insured vehicle** by fraudulent means.
- Loss or damage arising from the **insured vehicle** being taken or driven by a person who is not an insured driver but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee.
- Loss or damage resulting from using the **insured vehicle**, or of machinery attached to it, as a tool of trade.
- Loss or damage caused deliberately by **you** or any person driving the **insured vehicle** with **your** permission.
- Any additional damage resulting from the **insured vehicle** being moved by **you** after an accident, fire or theft.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- Tools of trade, **personal belongings** (unless **you** have cover under Section 5), documents or goods.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 8.
- Tapes, cassettes, compact and mini discs, or Citizen-Band radios.
- Mobile telephones or portable telephone equipment unless **you** have cover under Section 5.
- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any loss for theft or attempted theft where the vehicle has been left unlocked and/or the ignition key or other ignition control device is left in, on or in the immediate proximity of the vehicle.
- Any satellite navigation equipment or accessories, not permanently fitted to the **insured vehicle** unless **you** have cover under Section 5.
- Any loss or damage caused by failure to maintain the **insured vehicle** and safeguard it from such loss or damage.
- Any loss or damage from the **insured vehicle** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

## SECTION 3 ACCIDENTAL DAMAGE

### What is covered

We will cover **you** for loss or damage to the **insured vehicle**. This includes **accessories** on it.

### What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**.

We also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage by frost:
  - (a) unless **you** have added the appropriately proportioned anti-freeze solution to the water system, as required by the vehicle manufacturer; or
  - (b) when the **Insured Vehicle** is not in use (statutory off road notification is in force), completely drained the water from the radiator the cylinder block and the entire circulatory water system by all plugs or taps provided;
- Loss or damage arising from the **insured vehicle** being filled with the wrong fuel.
- Any satellite navigation equipment or accessories not permanently fitted to the **insured vehicle** unless **you** have cover under Section 5.

### New Vehicle Replacement

- If, within 6 months of **you** buying the **insured vehicle** from new and **you** were the first registered owner, it is:
  - stolen and not recovered, or
  - damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

We will replace the **insured vehicle** with a new one of the same make, model and specification.

If a replacement vehicle of the same make, model and specification is not available we will, where possible, provide a similar vehicle of identical list price.

### New vehicle replacement does not apply if:

- **You**, or anyone we know has an interest in the **insured vehicle**, does not agree.
- The **insured vehicle** is more than 6 months old at the time of the loss or damage.
- **You** were not the first registered owner of the **insured vehicle**, including if the vehicle was pre-registered by the motor dealer from whom it was purchased.
- **You** did not buy the vehicle from new.
- The repairs cost less than 60% of the manufacturer's price list (including taxes and the cost of accessories).
- **You** wish to have the claim settled on a cash basis when the most we will pay is the **market value** of the **insured vehicle** and its **accessories** at the time of the loss or damage.

We are not liable for the consequences of any delay in getting the replacement vehicle.

## SECTION 4 WINDSCREEN AND WINDOWS

### What is covered

**We** will pay for damage to the **insured vehicle's** windscreen or windows. If this is the only damage **you** are claiming for, **your** No Claims Discount will not be affected.

The **schedule** shows the maximum amount **we** will pay:

- In any one **period of insurance** if the windscreen or window is replaced or repaired by **our** glassline (Phone 0800 678 1010); or
- In any one **period of insurance** if any other supplier carries out the repair or replacement.

### What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- Damaged sunroofs, roof panels including damage to any part of a convertible hood, lights or reflectors, even if they are made of glass.
- The **excess**, unless **you** have **your** windscreen or window repaired rather than replaced. (The **excess** must be paid direct to the repair or replacement company if **your** windscreen or other windows are replaced, rather than repaired.)
- Extra costs for the work to be carried out outside normal hours, unless the windscreen is shattered or the driver's vision or the security of the **insured vehicle** is affected.



## **SECTION 5 PERSONAL ACCIDENT, DRIVERS' PERSONAL BELONGINGS, FARE PAYING PASSENGERS' PERSONAL BELONGINGS AND MEDICAL EXPENSES**

### **Personal Accident – What is covered**

If **you**, **your** husband, **your** wife or **your** civil partner (as defined in the Civil Partnership Act 2004) are involved in a car accident, **we** will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- Death **£2,500**
- Total loss of one or more limbs **£2,500**
- Permanent blindness in one or both eyes **£2,500**

The most **we** will pay is the limit for any one cause of death or injury during any one **period of insurance**.

If the injured person is insured by **us** under any other **contract of motor insurance**, **we** will only pay out under one contract. **We** will only make a payment if the injury or death is directly connected with an accident involving the **insured vehicle**, and not if it happens while **you**, **your** husband, **your** wife or **your** civil partner were travelling in or getting into or out of any other vehicle that **you** do not own and is not hired or leased to **you**.

### **Personal Accident – What is not covered**

- Any loss if **you** do not have cover under this Section.
- Anyone who is under 21 or 75 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

### **Drivers' Personal Belongings – What is covered**

**We** will pay up to £250 for **personal belongings**, which belong to **you**, in **your** vehicle, if they are lost or damaged because of an accident, fire, theft or attempted theft.

### **Drivers' Personal Belongings – What is not covered**

- Any loss or damage if **you** do not have cover under this Section.
- Money, phones or phone equipment, computers or computer equipment and accessories when the **insured vehicle** is left unlocked or unattended.
- **Personal belongings** which do not belong to **you**.
- **Personal belongings** covered by any other insurance.
- Stamps, tickets, documents, securities, jewellery or furs.
- Goods, tools of trade or samples connected with **your** work or any other trade, or any container for these things.
- Radios, cassette, compact or mini disc players, MP3 players, tapes or discs, televisions, computer game consoles or games and accessories, Citizen-Band radios and accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked vehicle or which **you** have not taken reasonable care to protect from loss or damage.

## **SECTION 5 PERSONAL ACCIDENT, DRIVERS' PERSONAL BELONGINGS, FARE PAYING PASSENGERS' PERSONAL BELONGINGS AND MEDICAL EXPENSES**

### **CONTINUED**

#### **Fare Paying Passengers' Personal Belongings – What is covered**

**We** will pay up to £1,000 per passenger for personal belongings or luggage belonging to any fare paying passenger if they are lost or damaged because of an accident, fire, theft or attempted theft whilst in or on the **insured vehicle** or any trailer so long as the towing is allowed by law and the trailer is attached properly to the **insured vehicle** by towing equipment made for this purpose.

#### **Fare Paying Passengers' Personal Belongings – What is not covered**

- Any loss or damage if **you** do not have cover under this Section.
- Any loss or damage to personal belongings which are not securely fastened in an appropriate manner to the **insured vehicle**.
- Personal belongings covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods, tools of trade or samples connected with any trade or business, or any container for these things.
- Radios, cassette, compact or mini disc players, MP3 players, tapes or discs, televisions, phones or phone equipment, computers or computer equipment and accessories, computer game consoles or games and accessories, Citizen-Band radios and accessories.
- Property taken from an unlocked vehicle or which **you** have not taken reasonable care to protect from loss or damage.

#### **Medical Expenses – What is covered**

If **you** or **your** passengers are injured because of an accident involving the **insured vehicle**, **we** will pay up to £100, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

#### **Medical Expenses – What is not covered**

Any medical expenses if **you** do not have cover under this Section.

## SECTION 6 DRIVING ABROAD

### Minimum Insurance – What is covered

We provide the minimum cover that applies to the country concerned to allow **you** to use the **insured vehicle** covered by this insurance in:

- Any country which is a member of the European Union, Iceland, Liechtenstein, Norway and Switzerland

The minimum cover automatically provided by this **contract of motor insurance** may vary from country to country.

### Minimum Insurance -What is not covered

- Damage to the **insured vehicle**
- Customs and Excise duty

### Cover in addition to Minimum Insurance – What is covered

We will extend **your** cover to apply to:

- Any country which is a member of the European Union, Iceland, Liechtenstein, Norway and Switzerland
- The **insured vehicle** whilst it is being transported by rail, sea or air between countries, which **you** have cover for. If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to a quarter of the **period of insurance** as long as:

- the **insured vehicle** is taxed and registered within the **geographical limits**, and
- **Your** main and permanent home is within the **geographical limits** and **your** visit abroad is only temporary.

### Cover in addition to Minimum Insurance – What is not covered

- Customs or Excise duties.
- Use for more than a quarter of the **period of insurance**.
- Loss or damage in any country which is not a member of the European Union or Iceland, Liechtenstein, Norway and Switzerland
- The **insured vehicle**, unless it is being used for purposes described in the **certificate of motor insurance**.
- Any additional accommodation or travel costs or expenses incurred.

### Additional information when travelling abroad

The following does not form part of **your contract of motor insurance**.

- Do take out adequate travel, breakdown and recovery insurance to cover all eventualities, even on a short trip.
- Do not sign an Agreed Statement of Facts form unless **you** fully understand and agree with its contents. In some countries they are binding agreements of the circumstances of an incident.

## SECTION 7 NO CLAIMS DISCOUNT

If this is a yearly contract, and **you** do not claim under this insurance and **you** have not been involved in an accident which has or may result in a claim against **you**, **we** will give a discount from **your** renewal premium.

If the insurance covers more than one vehicle, the No Claims Discount will apply separately for each vehicle.

**You** cannot transfer **your** No Claims Discount to anyone else.

**We** will reduce or remove **your** No Claims Discount if **we** make any payment whatsoever, even if the accident is not **your** fault, unless **we** get the money back from someone else. **We** may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If **we** recover all **our** money, or **we** have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

If **you** have a protected No Claims Discount (shown on the **schedule**) **we** will not reduce the Discount. The protected No Claims Discount only applies while **you** are insured by **us** and cannot be transferred to another insurer.

Premiums in future years may still be increased according to the claims history.

## SECTION 8 LOCK REPLACEMENT – STOLEN KEY

### What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured vehicle** are stolen, **we** will pay up to a maximum of £250 towards the cost of replacing:

- the door and boot locks
- the ignition and steering locks
- the lock transmitter; and
- the entry card

provided that **we** are satisfied that the identity or location of **your insured vehicle** is known to any person who may have the keys, transmitter or entry card, and reasonable care is taken to safeguard the keys, transmitter or entry card from loss.

### What is not covered

- Any amount in excess of £250.

## CLAIMS HANDLING

**We** aim to provide **you** with the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

There are some important points that **you** should be aware of if **you** are involved in an accident or **your** vehicle is stolen.

### Accident

**You** must STOP at the scene of the accident, do not drive away until **you** have exchanged details with the other party involved.

Give **your** name, address and insurance details.

Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any attending police officer.

Note the exact location and any relevant road signs or markings.

If there is an injury and **you** did not give **your** details at the scene, report the incident to the police within 24 hours.

### Theft

Report the theft to the police immediately and take a note of the officer's name, number constabulary and crime reference number.

If **you** know where the vehicle is after its theft, make sure that it is safe and secure.

### Non-Fault Accident Management Service

If **you** are involved in a motor accident that is not **your** fault, **we** are here to help **you**.

Motor accidents are always stressful, particularly if **you** or a passenger has been injured. The last thing **you** need is a long and expensive legal dispute to worry about.

This is where **our** Non-Fault Accident Management Service can help. If **you** are involved in an accident which is caused by a third party **you** have a legal right to claim back **your** uninsured losses from the person who caused the accident.

Once **you** have reported **your** accident to **our** Contact Centre (UK) 0800 028 9655 then, subject to circumstances, **we** may be able to provide **you** with **our** full Non-Fault Accident Management service.

**We** will refer **you** to **our** approved, specialist panel solicitor for free legal advice and guidance and **you** can choose to appoint them to recover **your** uninsured losses. **We** will also refer **you** to a specialist provider for replacement vehicle hire.

Uninsured losses can include the following:

- Compensation for an injury **you** or **your** passengers have suffered.
- Compensation for **your** family in the event that **you** incur fatal injuries.
- **Your policy excess** that **you** may have to pay under **your** comprehensive motor **policy**. If **we** can recover **your** losses in full, **your** no claims bonus should not be affected.
- Reasonable hire charges for a replacement vehicle while **your** is being repaired.
- Loss of earnings
- Accident repair costs if **you** do not have comprehensive insurance cover.
- Compensation for damage to **your** clothes, luggage or personal belongings.

### Replacement Vehicle Hire

In the event of a valid Non-Fault claim, **we** will arrange for **our** chosen credit hire provider to contact **you** to arrange the hire of an equivalent vehicle to **your** own which is suitable for **your** needs. Should **you** agree to appoint **our** chosen provider they will the recover the hire costs on **your** behalf from the party at fault.

## CLAIMS HANDLING CONTINUED

### What to do after an accident

If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **us** have this information as soon as **you** can by calling **us** on 0800 028 9655.

### We will do the following:

Once **you** call **our** Contact Centre (UK) on 0800 028 9655 if **we** determine that the accident was not **your** fault **we** will refer **you** to **our** approved, specialist panel solicitor. **Our** approved solicitors are available 24 hours a day, 365 days a year to give **you** free legal advice following a motor accident.

**Our** approved solicitor will be fully committed to settling **your** claim on the best possible terms and once they have assessed **your** prospects of success, and **you** have agreed to appoint them to represent **you** they will pursue any injuries suffered to **you** or **your** passengers and will also pursue other uninsured losses on **your** behalf.

### Claims Procedure

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must do the following:

Inform **us** by calling **our** Contact Centre (UK) on 0800 028 9655 as soon as is reasonably possible.

If **your** claim is for glass only call **our** glassline on 0800 678 1010.

- Send **us**, unanswered, every letter **you** receive about a claim as soon as possible.
- Tell **us**, as soon as **you** know, about any prosecution, coroner's inquest or fatal accident injury.
- Not admit liability or negotiate a settlement without **our** written permission.
- Give any information, help and co-operation **we** need, including going to court if necessary.

### We will do the following:

- Take over, defend or settle any claims in **your** name, or that of any other person insured.
- Take action (which **we** will pay for) in **your** name, or that of any other person insured, to get back any money **we** have paid.

### Windscreen Damage – Ring 0800 678 1010

(See Section 4)

Contact **our** glassline (0800 678 1010) as soon as possible after the **insured vehicle's** windscreen is damaged.

Some windscreen damage can be repaired. If so, no windscreen **excess** will apply.

### Handling your claim

(See Sections 2, 3 and 8)

### We will do the following:

- Get an agent to take the **insured vehicle** to the nearest Approved Repairer or another safe place if **you** cannot drive it.
- Refer **you** to an Approved Repairer. **You** can take the vehicle to them or they will collect it and return it to **you** after an estimate has been prepared.
- Send the vehicle to an Approved Repairer, or another repairer of **your** choice, if **we** disagree with the estimate for repairing it provided by a non-approved repairer.
- If the **insured vehicle** is being repaired by an Approved Repairer from **our** network, they will provide **you** with a courtesy vehicle for personal use (this will not be provided if a plated vehicle option has been granted).
- Treat the **insured vehicle** as stolen if it has not been recovered within 30 working days after **you** reported the theft to **our** Contact Centre. It must still be missing when **we** pay **your** claim.
- Have **your** vehicle examined by **our** own or **our** appointed engineer.

## CLAIMS HANDLING CONTINUED

### You must do the following:

- Tell **us** straightaway if the **insured vehicle** is stolen and **you** later get it back, or discover where it is.
- Send **us** the **certificate of motor insurance**, the Vehicle Registration document and Department of Transport Test (MOT) Certificate if the **insured vehicle** needs one, keys and any other documents **we** ask for before **we** pay **your** claim.
- Get **our** permission before ordering any new part or accessory, and before paying for any transport outside the **geographical limits**.

### Repair Guarantee

In the event of an accepted claim under Section 3 of this **policy we** guarantee that **we** will authorise repairs to **your** vehicle within 1 **business day** of notification of the accident.

To activate the guarantee **you** must:

- Notify the accident directly to LV=.
- Use the services of a LV= Approved Repairer.
- Carry out the instructions of LV= to enable the vehicle to be present at the Approved Repairer for assessment.

The guarantee will not operate if:-

- **You** choose to use a non LV= Approved Repairer;
- **You** do not carry out the instructions of LV= to get the vehicle to the Approved Repairer;
- The process is delayed by events outside **our** and/or **our** suppliers' reasonable control which events cause(s) a business disruption to, or materially affects, **our** business, including but not limited to strikes, lockout, civil disobedience, war, action of any government or regulatory authority, act of terrorism or vandalism, abnormal weather conditions or other natural causes.

If **we** fail to adhere to this guarantee **we** will compensate **you** with a flat payment of £250.

### Total Loss Guarantee

In the event of an accepted claim under Section 3 of this **policy** where **your** vehicle is classed as a total loss by LV=, **we** will issue a payment to **you** within 2 **business days** following the inspection of the vehicle, subject to:

- Communication with **you**; and
- LV= or its appointed agent receiving all relevant documentation requested.

This guarantee will not operate if the process is delayed by events outside **our** and/or **our** suppliers' reasonable control which events cause(s) a business disruption to, or materially affects, **our** business, including but not limited to strikes, lockout, civil disobedience, war, action of any government or regulatory authority, act of terrorism or vandalism, abnormal weather conditions or other natural causes.

If **we** fail to adhere to this guarantee **we** will compensate **you** with a flat payment of £250.

### Paying your claim

(See Sections 2, 3, 4 and 8)

### We will do the following:

- Pay the reasonable cost of protecting the **insured vehicle**.
- Pay the reasonable cost for the **insured vehicle** to be brought back to the address shown on the **schedule**. (**We** will not pay the cost of any transport outside the **geographical limits** unless **we** agree to do so first.)
- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:
  - a) repair the damage at **our** Approved Repairer, **we** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates,

## CLAIMS HANDLING CONTINUED

b) pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or

c) treat the **insured vehicle** as a total loss and pay **you** the **market value** of the vehicle less the **excess** just before the loss or damage happened.

- Pay the last known cost shown in the manufacturer's price list and the reasonable cost of fitting if any lost or damaged part or accessory is no longer available.
- Not pay the whole cost of any repair or replacement that leaves the vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the **insured vehicle** is written off or there is any claim. Once **you** accept **our** offer or **we** have paid the claim (or both) the **insured vehicle** becomes **our** property.
- Settle the claim to the legal owner if the **insured vehicle** is part of a hire-purchase or leasing agreement, or belongs to someone else.
- **We** will not pay the VAT element of any claim if **you** are registered for VAT.
- If **we** declare the **insured vehicle** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

### You must do the following:

- Pay any **excess** direct to the repairer when **you** collect **your** vehicle.
- Pay the VAT direct to the repairer when **you** collect **your** vehicle if **you** are registered for VAT.
- Reimburse **us** any amount paid to any repairer in respect of a claim under the **contract of motor insurance** in relation to the VAT element of the total cost, if **you** are registered for VAT.

### Excess Waiver

In the event of a claim under Section 3 of the **policy** where either:

- Liability is admitted by the Third Party insurer; or
- The accident description is Hit in rear, Hit whilst parked or Third Party from side road and the Third Party insurer is known,

subject to the accident being notified to LV= within 48 hours of occurrence, **we** may, at **our** discretion, waive the **policy excess** stated on the **schedule**.

### Excess Discount

In the event of a claim under Section 3 of the **policy**, the **policy excess** applicable may, at **our** discretion, be reduced by 50% if the accident is reported directly to LV= within 24 hours of the incident.

### Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.



## GENERAL EXCLUSIONS

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

- 1 Any accident, injury, loss or damage that happens while the **insured vehicle** is being:
  - used for a purpose which it is not insured for;
  - driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or covered by another insurance;
  - driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
  - driven or in the charge of anyone who does not hold the requisite licence to comply with the Licensing conditions of the **insured vehicle**;
  - driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA /DVANI rules and regulations and any relevant law;
  - driven or in the charge of anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the **general conditions** in this **policy**;
  - kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **insured vehicle** was regularly maintained and kept in good condition);
  - kept or used without a current Department of Transport Test (MoT) certificate if one is needed;
  - kept or used in any way that breaks any security requirements imposed by an **endorsement**;
  - used to carry passengers or goods in away likely to affect the safe driving and control of the vehicle;
  - used for carrying dangerous loads; or
  - used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.
- 3 Anyone who does not meet all the conditions described in the **endorsements on your schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.
- 4 Any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).
- 5 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).
- 6 The **insured vehicle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.
- 7 Any accident, injury, loss or damage caused directly or indirectly by:
  - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event;
  - earthquake;
  - ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part;
  - any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter;
  - pressure waves caused by aircraft and other flying objects; or
  - carrying any **Hazardous Goods**.

## GENERAL EXCLUSIONS CONTINUED

- 8 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 6 – Driving Abroad).
- 9 Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured vehicle** in a country which **we** have agreed to extend this insurance to cover (see Section 6 – Driving Abroad).
- 10 Any liability, injury, loss or damage caused directly or indirectly by:
  - pollution; or
  - contamination;
  - unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:
    - sudden;
    - identifiable;
    - not deliberate; and
    - unexpected.

**We** will consider the pollution to have happened at the time the incident took place.

## GENERAL CONDITIONS

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** may refuse to pay **your** claim.

### Keeping to the Policy Terms

**Your** premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If **your** circumstances change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact **your insurance advisor** for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this **contract of motor insurance**; and
- all the information **you** have supplied is correct and complete to the best of **your** knowledge and belief.

### Misrepresentation and Fair Presentation

**You** and anyone representing **you** have a Duty to provide a fair presentation of the risk. A fair presentation is one which, in a reasonably clear and accessible manner, provides the material facts which **you** know or ought to know following a reasonable search. Failing that, the information provided must be sufficient to warn **us** that additional enquiries must be made to fully understand the risk. The information provided must be substantially correct, complete and made in good faith.

If **you** or anyone representing **you**

- provides the **insurance advisor** who arranged the **contract of motor insurance**, **our** authorised agent or **us** with misleading, incomplete or incorrect information when applying for, amending or renewing this insurance
- deliberately and/or recklessly withholds information or misleads the **insurance advisor**, or **our** authorised agent or **us** in order to obtain cover or gain a cheaper premium or more favourable terms
- provides the **insurance advisor** or our authorised agent or **us** with false documents

**We** may

- amend **your contract of motor insurance** to record the correct information
- apply different terms with effect from the date of the misrepresentation and amend the **contract of motor insurance** to record the correct information. Where different terms are applied which results in an additional premium **you** shall be liable to pay for such additional premium from the date of the misrepresentation
- cancel **your contract of motor insurance** in accordance with General Condition - Cancellation
- void **your contract of motor insurance** and treat it as if it had never existed and return the premium paid other than in circumstances of
  - i. deliberate and /or reckless misrepresentation where **we** will not return any of **your** premium
  - ii. where claims have been made under the **contract of motor insurance** then
    - any sums that have been paid by way of benefit under the **contract of motor insurance** will be deducted from any return premium due to **you** or
    - in the event that the premium paid does not exceed the sums paid by way of benefit under the contract of motor insurance **you** will be responsible for reimbursing **us** the difference

## GENERAL CONDITIONS CONTINUED

- in addition to voiding **your contract of motor insurance we** may also void any other policies which **you** have with **us** and return the premium paid for such policies except in the circumstances where
  - i. deliberate and/or reckless misrepresentation has also occurred on these policies, in which event, no premium shall be returned by **us**
  - ii. claims have also been made on these policies, in which event
    - any sums that have been paid by way of benefit under the Policy will be deducted from any return premium due to **you** or
    - in the event that the premium paid does not exceed the sums paid by way of benefit under the Policy **you** will be responsible for reimbursing **us** the difference

### Fraud

If **you** or anyone representing **you**

- makes a fraudulent payment by bank account and/or card
- provides the **insurance adviser** who arranged the **contract of motor insurance**, **our** authorised agent or **us** with false documents or false statements to support a claim
- makes a claim or part of any claim that is fraudulent, false or exaggerated

**we** may

- cancel **your contract of motor insurance** in accordance with the Cancellation Condition
- reject a claim or reduce the amount of payment that would have been paid
- recover from **you** any sums paid by way of benefit under this **contract of motor insurance** in respect of any claim or part of any claim that is fraudulent, false or exaggerated
- pass details to fraud prevention and law enforcement agencies who may access and use this information

### Right of recovery

If the law of any country which this **contract of motor insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount to **us**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

### Care of the Vehicle

The **insured vehicle** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

**You** must take all reasonable precautions to avoid loss of or damage to the **insured vehicle**. For example, **you** should remove it to a safe place as soon as possible if it breaks down.

**You** should also take all reasonable care of the keys to the **insured vehicle** to prevent them being lost or stolen.

**You** must always take the keys out of the ignition and remove them completely when the **insured vehicle** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted.

These devices must always be on and working whenever the **insured vehicle** is left.

If **you** do not take reasonable care of the **insured vehicle** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

## GENERAL CONDITIONS CONTINUED

### Payment of Premium

- a) **You** must pay the premium for the **contract of motor insurance** or any **endorsement** attaching to **your** contract when due
- b) if the premium for the **contract of motor insurance** or **endorsement** is payable by instalments then
  - i. each instalment shall be paid when due or
  - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

If **you** do not pay the premium when due **you** could make **your contract of motor insurance** invalid and/or affect how **we** pay a claim as detailed in Paying Your Claim in the Claims Handling part of the **Policy**

### Cancellation

#### 'Cooling-off' Cancellation Right

**We** hope **you** are happy with the cover this **contract of motor insurance** provides. However, **you** have the right to cancel it within 14 days of receiving the **contract of motor insurance**, without giving any reason. **You** may cancel using this 'cooling-off' period by telling **us**, or **your insurance adviser**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.

If **you** cancel **your contract of motor insurance** before the start date **we** will return any premium paid in full within 30 days of **our** receipt of the notice of cancellation from **you** or **your insurance adviser** provided such notice is received by **us** prior to start date of the contract.

If **you** cancel in the first 14 days using the 'cooling-off' cancellation condition, **we** will charge **you** pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the start date of the contract until the contract is cancelled, unless where a claim has been made or incident advised by **you** or someone else that could give rise to a claim under which circumstances a refund of the premium is not payable.

#### Your rights to cancel after the 'cooling-off' period

**You** may cancel **your contract of motor insurance** at any other time outside of the "cooling-off" period by telling **us**, or **your insurance adviser**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If **you** or someone else has not made a claim in the current **period of insurance**, **we** will refund part of **your** premium

**We** will work out the refund on a pro-rata basis less a premium charge of £25 plus Insurance Premium Tax to cover **our** administration costs. When **we** work out the time **you** have been covered, **we** use the period from the date the insurance started to the date **we** receive **your** instructions or to the later date **you** requested.

**We** will not refund any of **your** premium if the **contract of motor insurance** is cancelled following a claim whether settled or not.

#### Our rights to cancel your insurance

- i. Non-payment of Premium

If **we** have not received the premium in accordance with the terms of the Payment of Premium Condition **we** will cancel the **contract of motor insurance** by giving 7 days' notice in writing by letter to **your** last known address

**we** will not refund any part of the premium **you** have already paid. **We** will work out any premium **you** owe **us** by charging you for the time **you** have been covered by this **contract of motor insurance**.

The insurance will end immediately the 7 days' notice runs out

If **you** have just incepted the insurance or renewed the insurance with **us** and the premium is unpaid then **we** will cancel the insurance from the inception or renewal date

- ii. Cancellation for any other reason

**We** may cancel the **contract of motor insurance** or any cover section or **endorsement** by giving 7 days' notice in writing by letter to **you** at **your** last known address

## GENERAL CONDITIONS CONTINUED

**We** do not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following

- **you** have not provided the information or documents **we** have requested as part of the terms and conditions in providing the insurance
- where a change in **your** circumstances means **we** can no longer provide cover
- **you** have not met the terms and conditions contained in the **contract of motor insurance**
- where **you** have not complied with the different policy terms and conditions imposed by **us** as a result of the identification of misrepresentation as detailed in the Misrepresentation Condition
- where **you** have behaved in a manner that makes it inappropriate for **us** to continue the insurance, e.g. harassing or showing abusive or threatening behaviour towards **our** staff or **our** authorised agent

The insurance will end immediately the 7 days' notice runs out

If **you** have just incepted the insurance or renewed the insurance with **us** and the premium is unpaid then **we** will cancel the insurance from the inception or renewal date

**We** will provide a proportionate return of premium in respect of the unexpired period of insurance of the **contract of motor insurance** or the cover section or **endorsement** other than in circumstances listed below

- a) where **we** identify fraud as detailed in the Fraud Condition
- b) where a claim has been made or incident advised by **you** or someone else that could give rise to a claim in these circumstances a refund of the premium is not payable

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.





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