

YOUR DOCUMENT OF HOME INSURANCE

This booklet tells you
what you're covered for
and how to make a claim



LIVERPOOL VICTORIA

CUSTOMER CARE

If you have a complaint about any aspect of the service you receive from LV=, please phone us quoting your reference number. Alternatively, you can write to us at:

Box 2, LV=, County Gates, Bournemouth, BH1 2NF.

Making a complaint will not affect your right to take legal proceedings. Details of our complaints procedure are included in your Key Facts leaflet and are also available on request.

THE LAWS THAT APPLY TO THIS CONTRACT

Unless we agree with you to apply the laws of another country, English law will apply to this contract (unless you live in Guernsey, when Guernsey law will apply).

All communications will be in English.

ADMINISTRATION CHARGE

We reserve the right to apply an administration charge of up to £15 (subject to Insurance Premium Tax) for any adjustments you make to your insurance policy.

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DOCUMENT OF INSURANCE

This Document of Insurance is our agreement with you, based on the information you give to us and on the information on your Schedule.

In return for your premium we will give you insurance for liability, loss and damage which happens during the period of insurance stated on your Schedule. This will be in line with the sections of this Document of Insurance, which are shown as applying on your Schedule.

A handwritten signature in blue ink, appearing to read 'Mike Rogers', followed by a long horizontal line extending to the right.

Mike Rogers
Group Chief Executive

You must read the Schedule and Document of Insurance together as one document. Any word which has a particular meaning has the same meaning wherever it appears.

DEFINITIONS

Accidental Damage	Damage caused suddenly by external means which is not expected and not deliberate.
Claim	A single loss or series of losses arising from one incident or illness.
Document of Insurance	This booklet.
Excess	The contribution required from you in the event of a claim.
Family	Your spouse/partner and any other person who permanently lives within your home, but not boarders, lodgers or paying guests.
Heave	The upward movement of ground.
Home	The private property shown on the Schedule, together with its garages and domestic outbuildings.
Landslip	Movement of ground down a slope.
Limit of cover	The most we will pay in respect of any claim.
Money	Cash, bank and currency notes, 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 your family.
Office Equipment	Computers, keyboards, visual display units and printers, Word-processing equipment, desk-top publishing units, Multi-user small business computers, fax machines.
Schedule	This identifies: <ul style="list-style-type: none">■ you;■ the period of insurance;■ those sections of this Document of Insurance that apply;■ limits of cover;■ any conditions which may vary the terms of this Document of Insurance.
Standard Construction	Brick, stone or concrete walls, with a slate, tile, metal, asphalt or concrete roof.
Subsidence	The downward movement of ground.
Unoccupied	Not attended overnight by you or a member of your family or any member of your domestic staff.
Valuables	Jewellery, furs, articles made of gold, silver and other precious metals, pictures and other works of art, including stamp, coin and medal collections.
We, us or our	Liverpool Victoria Insurance Company Limited.
You, your	The person or people shown on the effective Schedule.

FRAUD PREVENTION AND DETECTION

At LV= we take our responsibility to provide high quality, competitively priced insurance cover for our customers very seriously. We not only want to offer competitive insurance products to honest customers, but to also deal with all genuine claims as quickly as possible, with the minimum of fuss.

However, we know that a small number of people are prepared to provide false details about who they are, or about their house, car or possessions so they can make false, or inflated claims.

As these claims affect the cost of insurance for honest customers, we are committed to identifying any fraudulent activities and forwarding these details to the Police for action.

To help us to meet these aims, LV= makes use of some of the latest technology to conduct checks on all new policies and claims to help identify any unusual activities.

Some of the registers we make use of are:

- The Claims and Underwriting Exchange (CUE), which is run by Insurance Database Services Ltd. The CUE database is used by the majority of the UK's leading insurers and contains details of most motor and household insurance claims;
- Insurance Hunter, this is a central insurance anti fraud system to which other insurers also have access. This database is designed to combat activities such as identity theft and money laundering.

To protect your interests, we will check any information provided against these registers for completeness and accuracy. If we find false or inaccurate information has been given to us or our agents, or, we suspect fraud we will take action, which could ultimately result in prosecution.

BUILDINGS

Buildings are the structure of your home, including:

- permanent fixtures and fittings;
 - sanitary ware;
 - walls, gates, fences;
 - domestic outbuildings and private garages that form part of your home;
 - swimming pools (but not their covers), tennis courts;
 - drives, footpaths, patios and terraces;
 - permanently sited septic tanks and fixed central heating gas or oil tanks;
- all being property belonging to you or for which you are legally responsible.

We will provide the following cover for any loss or damage to the building up to the limit of cover shown on your Schedule:

- 1. Fire** (including resultant smoke damage), **lightning, explosion** or **earthquake**.
- 2. Water leaking** from any fixed tank, appliance or pipe, but not:
 - if caused by subsidence, heave or landslide;
 - damage to the tank, appliance or pipe itself, unless caused by freezing;
 - after your home has been unoccupied for more than 60 days in a row.
- 3. Oil leaking** from any fixed tank, appliance or pipe, but not after your home has been unoccupied for more than 60 days in a row.
- 4. Theft** or attempted theft, but not:
 - while the home is occupied by anyone other than you or a member of your family, unless violence and force is used to break into your home;
 - after your home has been unoccupied for more than 60 days in a row.
- 5. Storm** or **Flood**, but not loss or damage:
 - to gates or fences;
 - after your home has been unoccupied for more than 60 days in a row.

BUILDINGS CONTINUED

- 6. Subsidence or heave** of the site on which the buildings stand or **landslip**, but not:
- the first £1,000 of every claim;
 - if the main structure of your home or domestic outbuildings is not damaged at the same time, by the same cause;
 - coastal or river erosion;
 - where compensation is provided under any contract, legislation or guarantee;
 - during demolition, structural alteration or repair;
 - damage to solid floors and non load bearing walls unless the foundations beneath the exterior load bearing walls are damaged at the same time by the same cause;
 - damage caused by bedding down or settlement of made ground;
 - damage caused by poor workmanship, poor design or faulty material, including inadequate construction of foundations;
 - damage caused by the failure to follow good building practice at the time of design or construction;
 - any loss or damage shown as not insured elsewhere in this Document of Insurance.
- 7. Vandalism or Malicious damage**, including riot, civil unrest, strikes or labour or political disturbances, but not after your home has been unoccupied for more than 60 days in a row.
- 8. Impact** by any animal, falling tree or branch, road vehicle, train, aircraft or other aerial devices (including articles dropped from them), television or radio aerials, satellite dishes and their fittings, but not:
- damage to gates or fences by falling trees or branches;
 - loss or damage caused by felling or lopping;
 - damage by domestic pets.

BUILDINGS CONTINUED

9. Selling your home. The buyer will be covered for loss or damage covered by this insurance up to the date the sale completes on your home, unless the buildings are insured by another policy.

If you are buying another property to live in, which we have agreed to insure, your new property will be covered for loss or damage under this section for up to 90 days from the date contracts are exchanged or, in Scotland, the date your offer is accepted. But not:

- if the property is insured under another policy;
- if the property is unoccupied for more than 60 days in a row;
- after the sale or purchase has completed.

10. Accidental breakage of fixed glass, sanitary fittings and ceramic hobs forming part of the building, but not:

- damage that occurs while the property is occupied by anyone other than you or a member of your family;
- after your home has been unoccupied for more than 60 days in a row.

11. Accidental damage to cables, underground pipes and drains (and their inspection covers) serving your home. We will also pay up to £1,000 for the cost of breaking into and repairing an underground pipe to clear a blockage between the main sewer and the home if rodding or other conventional methods of unblocking have been unsuccessful.

12. Unavoidable damage caused by the emergency services when accessing your home or garden as a result of an emergency to you or your family.

13. Accidental damage (optional cover) to the building, but not:

- while the home is occupied by anyone other than you or a member of your family;
- the cost of maintenance or normal redecoration;
- damage caused during demolition, structural alterations or repairs;
- any loss or damage shown as not insured elsewhere in this Document of Insurance.

BUILDINGS CONTINUED

The following cover is also included up to the limits shown:

14. Alternative accommodation. If your home becomes uninhabitable following loss or damage covered under this insurance we will pay up to £25,000 during the period of insurance for:

- the reasonable extra cost of similar alternative accommodation for you, your family and your domestic pets; or
- loss of any unrecoverable rent due to you.

15. Liability to the public. If following an accident someone dies, is injured, falls ill or has their property damaged, during the period of insurance, we will cover your legal liability:

- as owner of the Buildings and its land;
- under the Defective Premises Act 1972 or the Defective Premises Measure (Northern Ireland) 1974 in respect of any home you have previously owned, but not more than 7 years after the insurance has expired or been cancelled.

The most we will pay for any claim arising from one incident, including claimants' costs and expenses is £2,000,000. We will also pay all other costs and expenses incurred with our prior written consent.

We will not pay for:

- the death, bodily injury or illness of you or a member of your family or domestic staff;
- loss or damage to any property you or a member of your family or domestic staff own, or are responsible for;
- an agreement that imposes a liability you would not otherwise have been under;
- any professional, occupational or business activities;
- any loss, damage or liability as a consequence of your requirement to comply with the Party Wall Act;
- the cost of remedying any fault or alleged fault which, if not remedied, may cause accidental bodily injury or disease or accidental loss of or damage to property.

SETTLING CLAIMS – BUILDINGS

This section describes how we deal with your claim.

If the loss or damage is covered by this insurance we may:

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

We will pay the full cost of any repair or replacement, including any additional architects' and surveyors' fees, demolition, removal of debris or local authority costs we have agreed to pay. Repairs completed by our approved suppliers as a result of a claim covered by this insurance, are guaranteed for 12 months.

We will make a deduction for wear and tear if the buildings are not in a good state of repair at the time of loss or damage or, if the repairs are not carried out.

The most we will pay is the limit of cover, less any excess, both of which are shown on your Schedule.

Your policy does not cover claims arising from wear and tear or gradual deterioration. It is your responsibility to keep your home in a good state of repair. Please refer to General exclusions for further details.

Index linking

The building limit of cover will be increased during the period of this insurance in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

You must notify us immediately of any alteration to the building which increases its value beyond the limit of cover.

CONTENTS

Contents are:

- household goods;
- valuables, but not more than the limit shown on your Schedule. The most we will pay for any one valuable is £1,500, unless any such article of a higher value is shown on your Schedule;
- office equipment, but not more than £5,000 in total;
- pedal cycles;
- television or radio aerials, satellite dishes and their fittings;
- tenant's fixtures and improvements;
- telephone installations, gas and electric appliances;

all being property belonging to you or your family, or for which you or they are legally responsible when within the home.

Contents are not:

- motor vehicles, caravans, trailers, watercraft, aircraft and all their accessories;
- animals;
- business stock, tools or materials;
- any part of the structure of your home, including decorations or permanent fixtures and fittings.

We will provide the following cover for any loss or damage to the contents in your home up to the sum insured shown on your Schedule:

1. **Fire** (including resultant smoke damage), **lightning**, **explosion** or **earthquake**.
2. **Water leaking** from any fixed tank, appliance or pipe, including loss of metered water, but not after your home has been unoccupied for more than 60 days in a row.

CONTENTS CONTINUED

3. **Oil leaking** from any fixed tank, appliance or pipe, including loss of oil, but not after your home has been unoccupied for more than 60 days in a row.
4. **Theft** or attempted theft from the confines of your home, including up to £2,500 for losses from your garages and outbuildings, but not:
 - while the home is occupied by anyone other than you or a member of your family, unless violence and force are used to break into your home;
 - after your home has been unoccupied for more than 60 days in a row.
5. **Storm** or **Flood** but not after your home has been unoccupied for more than 60 days in a row.
6. **Subsidence** or **heave** of the site on which the building stands or **landslip** but not coastal and river erosion.
7. **Vandalism** or **Malicious damage**, including riot, civil unrest, strikes or labour or political disturbances, but not after your home has been unoccupied for more than 60 days in a row.
8. **Impact** by any animal, falling tree or branch, road vehicle, train, aircraft or other aerial devices (including articles dropped from them), but not:
 - damage caused by domestic pets;
 - loss or damage caused by felling or lopping.
9. **Accidental breakage** of mirrors and glass or ceramic tops forming part of furniture whilst in your home, but not while the home is occupied by anyone other than you or a member of your family.
10. **Accidental damage** to radios, televisions, digital-satellite top boxes, satellite receivers, computers and recording and audio equipment whilst in your home, but not:
 - while the home is occupied by anyone other than you or a member of your family;
 - the cost of maintenance;
 - damage to computer software;
 - any loss or damage shown as not insured elsewhere in this Document of Insurance.

CONTENTS CONTINUED

11. Accidental damage (optional cover) to the contents in your home, but not:

- while the home is occupied by anyone other than you or a member of your family;
- the cost of maintenance and normal redecoration;
- damage to computer software;
- any loss or damage shown as not insured elsewhere in this Document of Insurance.

The following cover is also included within your contents up to the limits shown:

12. Contents in the Garden. We will pay up to £1,000 for loss or damage to any Contents (including plants within containers) within the boundaries of your home by:

- **Fire, lightning, explosion or earthquake;**
- **Vandalism or Malicious damage;**
- **Impact;**
- **Flood;**
- **Theft** or attempted theft.

But not:

- after your home has been unoccupied for more than 60 days in a row;
- any loss or damage shown as not insured elsewhere in this Document of Insurance.

13. Loss of keys. We will pay for the reasonable cost of replacing locks to the external doors of your home and alarms and safes if your keys are lost or stolen.

14. Alternative accommodation. If your home becomes uninhabitable following loss or damage covered under this insurance we will pay up to £25,000 during the period of insurance for:

- the reasonable extra cost of similar alternative accommodation for you, your family and your domestic pets; or
- rent which you are contracted to pay during the time necessary to restore the building to a habitable condition.

CONTENTS CONTINUED

- 15. Fatal injury.** We will pay £5,000 if you or your spouse or partner die within 12 months as a direct result of an injury caused by fire or violence by intruder(s) at your home.
- 16. Christmas and Wedding gifts.** We will increase the contents sum insured by 10% during the period 15 December to 15 January and one month before and after the wedding day of a member of your family, if during the period of insurance.
- 17. Frozen food.** We will pay up to £500 for loss or damage to the contents of your fridge or freezer caused by a change in temperature following breakdown of the fridge or freezer, the blowing of domestic fuses, failure of the public electricity or gas supply or refrigerant leakage.
- 18. Title deeds.** We will pay up to £750 for loss or damage covered by this insurance to replace the title deeds of your home while they are lodged with your bank, mortgage lender, solicitor or in your home.
- 19. Moving house.** We will pay for accidental loss or damage to your contents while they are being moved to your new permanent home by professional removal contractors, including temporary storage in a furniture depository. But not loss or damage to china, glass and brittle items, unless these have been packed by professional packers.
- 20. Tenant's cover.** If you are a tenant we will pay up to £10,000 for any loss or damage covered by this insurance to any fixtures and fittings you have installed in your home or for which you are responsible.
- 21. Money and Credit cards.** We will pay up to £500 for the accidental loss or theft of money or the unauthorised use of a charge, credit or debit card anywhere in Europe and up to 60 days worldwide in any one period of insurance but not:
- losses not reported to the police within 24 hours of discovery;
 - charge, credit or debit cards which are lost and not reported to the issuing or card registration company within 24 hours of discovery;
 - unauthorised use of charge, credit or debit cards by a member of your family or domestic staff.

CONTENTS CONTINUED

22. Temporary removal. We will pay up to £5,000 for loss or damage covered by this insurance to your contents whilst temporarily removed from your home, but still in the British Isles, when in the following locations:

- in any occupied private residence, including student accommodation;
- in a bank or safe deposit;
- in any trade premises for making up, alteration, renovation, repair, cleaning, dyeing or valuation;
- any building in which you or a member of your family work or study.

But not:

- any contents taken from your home to sell or exhibit;
- loss or damage to money or business equipment;
- theft or attempted theft unless violence and force is used to remove the contents;
- loss or damage to pedal cycles.

23. Liability to the public. If following an accident someone dies, is injured, falls ill or has their property damaged during the period of insurance, we will cover the legal liability of you or your family as:

- occupiers of the Home;
- private individuals.

The most we will pay for any claim arising from one incident, including claimants' costs and expenses is £2,000,000. We may also pay other costs and expenses incurred with our prior written consent.

We will also pay any amount you, or a member of your family are awarded as damages and assessed costs by any court in the British Isles, which, had the position been reversed, would have resulted in a claim under this section. Payment of the award and assessed costs will be made if you have not received any of the amount within 90 days of the award. If any part payment has been made to you we will pay the balance outstanding 90 days after the last payment.

CONTENTS CONTINUED

We will not pay for any liability arising from:

- the ownership of your home or the ownership or occupation of any other premises;
- the death, bodily injury or illness of you or a member of your family or domestic staff;
- the ownership or use of any aircraft or any mechanically propelled or horse drawn vehicle, ship, vessel or craft (other than motorized wheelchairs or golf caddies or trolleys);
- any loss or damage to property owned by you or a member of your family or domestic staff, or which they are responsible for;
- an agreement that imposes a liability you would not otherwise have been under;
- any professional, occupational or business activity;
- any animal, other than horses and domestic pets;
- any dog which is designated dangerous under the Dangerous Dogs Act 1991;
- any loss, damage or liability as a consequence of your requirement to comply with the Party Wall Act;
- the cost of remedying any fault or alleged fault which, if not remedied, may cause accidental bodily injury or disease or accidental loss of or damage to property.

24. Liability to domestic employees. If following an accident during the period of insurance your domestic employee dies, is injured, falls ill whilst being employed by you and you are found legally liable, the most we will pay for any claim arising from one incident, including claimants' costs and expenses is £10,000,000. We may also pay other costs and expenses incurred with our prior written consent.

Cover applies anywhere in the world as long as you entered into the contract of employment with the employee in the British Isles.

PERSONAL POSSESSIONS (OPTIONAL COVER)

Personal possessions are:

- personal effects;
- clothing and valuables;

all being property belonging to you or your family, or for which you or they are legally responsible. The most we will pay for any one item is £1,500 unless any such item of a higher value is shown on your Schedule.

Personal possessions are not:

- motor vehicles, caravans, trailers, watercraft, aircraft and all their accessories;
- business stock, tools or materials (unless we have agreed to provide this cover and it is included on your Schedule);
- animals;
- pedal cycles;
- furniture, furnishings and household goods.

We will provide cover for any loss or damage to personal possessions in Europe and up to 60 days worldwide in any one period of insurance.

We will not pay for:

- losses from unattended vehicles, caravans or motor caravans unless the item is stored out of sight in a glove or luggage compartment and all the doors are locked and windows fully closed;
- theft of any student effects stolen from any non self contained accommodation unless violence and force are used;
- theft of any item used in connection with any business, trade or profession unless violence and force are used.

PEDAL CYCLES (OPTIONAL COVER)

Pedal cycles being property belonging to you or your family, or for which you or they are legally responsible. The most we will pay for any one pedal cycle and its accessories is the value shown against it on your Schedule.

We will provide cover for any loss or damage to pedal cycles in Europe and up to 60 days worldwide in any one period of insurance.

We will not pay for:

- theft of any pedal cycles away from your home, unless locked to a permanent structure;
- theft of pedal cycle accessories unless they are stolen with the pedal cycle;
- loss or damage whilst racing, pace-making or taking part in time trials;
- motorised pedal cycles.

SETTLING CLAIMS – CONTENTS, PERSONAL POSSESSIONS AND PEDAL CYCLES

This section describes how we deal with your claim.

If the loss or damage is covered by this insurance we may:

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

We will make a deduction for wear and tear for clothing and household linen.

We will also make a deduction for wear and tear if the:

- item is not in a good state of repair; or
- item is not replaced.

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

The most we will pay is the sum insured, less any excess, both of which are shown on your Schedule.

Your policy does not cover claims arising from wear and tear or gradual deterioration. It is your responsibility to keep your Contents, Personal possessions and Pedal cycles in a good state of repair. Please refer to General exclusions for further details.

Valuables

In the event of a claim for any valuable shown on your Schedule, you will need to provide pre-loss documentary evidence of proof of 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 at the time of a claim could affect the outcome of the claim.

SETTLING CLAIMS – CONTENTS, PERSONAL POSSESSIONS AND PEDAL CYCLES CONTINUED

Sum Insured

The sum insured must represent the full replacement value of your contents as new (apart from clothing and household linen where you may make a deduction for wear and tear).

If the sum insured is less than the full replacement cost of the contents of your home, we will reduce the sum claimed in proportion with the under insurance.

For example if your contents sum insured is equal to 75% of the amount needed to replace all the contents, we will pay only 75% of your claim.

You must notify us if the value of your contents increase beyond the value of the contents sum insured stated on your Schedule.

Index linking

The contents sum insured shown on your Schedule may be increased in line with the Retail Price Index or another suitable index if this is not available. We may update your sum insured when your policy is due for renewal. This does not apply to personal possessions or pedal cycles. We will reduce the sum insured if the Retail Price Index falls.

Please ensure that the limit of cover for your personal possessions is adequate.

LEGAL EXPENSES (OPTIONAL COVER)

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

This insurance covers you and your family. Anyone making a claim under this section must have your agreement to claim.

We may negotiate on your behalf for your legal rights in respect of events that are covered by this insurance. Where necessary we will pay your reasonable unrecovered professional costs and expenses up to £50,000, for each insured event that happens during the period of insurance stated on your Schedule, as long as:

- these costs and expenses are in proportion to the benefit to you of taking legal proceedings;
- we have agreed, in advance, the purpose and amount of these costs and expenses; and
- we believe your claim has a reasonable chance of success.

We will treat events related by cause or time as one event. The event must happen in the United Kingdom, the Isle of Man or the Channel Islands.

The insured event will be treated as occurring on the date that you first became aware of the start of an individual or series of events, problems or disputes covered under this insurance.

Insured Events

Your pursuit of a claim directly resulting from:

- **Your death or injury** from an accident arising from one single event and not from a gradually operating cause;
- **A breach of your contract** to buy or hire goods or services for your private use. At least £125 must be in dispute;
- **A breach of your legal rights** relating to the ownership or occupation of your home. This must happen at least 180 days after the start of the first continuous period of legal expenses insurance;
- **A breach of your contract of employment** at least 90 days after the start of the first continuous period of legal expenses insurance.

LEGAL EXPENSES (OPTIONAL COVER) CONTINUED

Your defence of a civil claim directly resulting from:

- **Your sale of goods** you have owned and privately sold. At least £125 must be in dispute.

What Is Not Covered

We will not pay any costs and expenses if:

- you claim more than 180 days after the event without good reason;
- your claim is fraudulent, false or exaggerated;
- the other side is unlikely to be able to pay your claim;
- you act against our advice or against the advice of the solicitor;
- the solicitor refuses to act for you;
- you unreasonably withdraw from legal proceedings;
- your claim is settled or discontinued without our agreement beforehand;
- you enter into a conditional fee arrangement;
- they relate to a time before the effective date of termination of your employment, (as defined by the Employment Rights Act 1996) in claims for unfair, wrongful, or constructive dismissal;
- your claim is part of a class action.

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

We will not pay for:

- claims more specifically insured under another insurance policy;
- claims made against Liverpool Victoria Insurance Company Limited or its agent(s);
- any claim under the Equal Pay Act 1970 and amending legislation;
- claims relating to financial services contracts entered into prior to the start of this Legal Expenses cover;
- claims arising from contract disputes relating to the ownership or occupation of your home;

LEGAL EXPENSES (OPTIONAL COVER) CONTINUED

- claims arising solely from psychiatric and/or psychological injury where there is no associated physical injury;
- claims relating to libel, slander or defamation;
- applications for judicial review;
- claims directly or indirectly relating to:
 - medical negligence;
 - planning, including town and country planning;
 - the construction or structural alteration of buildings or parts of them;
 - subsidence, mining or quarrying;
 - any works by, or under the order of any government or public or local authority;
 - a lease or licence to occupy land or property;
 - a dispute with a rating authority about Council Tax;
 - a regular activity for profit or business;
 - divorce and family law, wills, probate or trust(s);
 - disputes between members of your family; (this does not apply to accidents involving motor vehicles)
 - existing disputes or claims you could have reasonably known about before you bought this cover;
 - ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear material;
 - war, civil war, terrorism (by nuclear and/or chemical and/or biological and/or radiological means), rebellion or revolution;
 - computer viruses;
 - computer software operating systems and packaged software made to your special order.

SETTLING CLAIMS – LEGAL EXPENSES

This section describes how we deal with your claim.

This insurance only covers legal costs incurred by one of our panel of solicitors, appointed by Arc, or their agents until court proceedings are issued.

If proceedings need to be issued or if a conflict of interest arises you may choose your own solicitor if we approve them. If we cannot agree with your choice of solicitor we will ask the President of the Law Society or other governing body for solicitors (or other legal representatives appointed under this insurance) in the relevant jurisdiction to choose one which we both must accept.

We may give the solicitor and/or Arc all information we have concerning you or your claim including any medical information. We will be entitled to get any information, document or file from the solicitor and/or Arc including an opinion on your chances of success and the proportionate benefit to you of making your civil claim or of acting in defence of your prosecution.

We have a financial arrangement with Irwin Mitchell Solicitors where we will introduce our customers to them and they may make a payment to us for that referral. There is nothing in our relationship with Irwin Mitchell which will compromise their independence or ability to act in your best interests.

In claims for personal injury Irwin Mitchell may need to arrange for you to be examined by a doctor as part of the claims process. Irwin Mitchell may appoint a medical agency to arrange this examination. The medical agency will make a payment of £30 to us for each referral they receive.

Irwin Mitchell is obliged as part of the claims process to consider whether rehabilitation would assist you in recovering from your injury. Irwin Mitchell will appoint a rehabilitation provider who will arrange an initial assessment for you. If you then proceed with a course of treatment we will receive a payment of approximately £30 from the rehabilitation provider.

We do not restrict Irwin Mitchell in their choice of medical agency and rehabilitation provider.

If you do not accept any offer in a civil claim, which we believe is reasonable, we may refuse to pay any further costs and expenses. We will not be bound by any agreement to which we are not a party.

SETTLING CLAIMS – LEGAL EXPENSES CONTINUED

If there is a disagreement between you and us, you and we may agree to refer to an arbitrator. If we cannot agree an arbitrator, the Chartered Institute of Arbitrators will choose one. The arbitrator may require you or us to pay the costs of the arbitration.

You must:

- supply at your own expense all of the information which we reasonably require to decide whether a claim may be accepted, including evidence that costs and expenses will be in proportion to the benefit of you of taking proceedings and that your claim has reasonable prospects of success;
- tell us before you take any action that may result in a claim and before you run up any costs and expenses;
- take all reasonable steps to settle your claim by negotiation and work with us to achieve a satisfactory outcome to your claim;
- follow the advice that we or your solicitor give you;
- keep the cost of your claim as low as possible;
- keep us and your solicitor informed about the progress of your civil claim (including any offers to settle);
- try to recover your costs and expenses from the other side, including allowing us to bring proceedings in your name.

At our discretion we may pay an amount to settle your claim.

GENERAL CONDITIONS

Duty and revealing information

We will only provide cover under this insurance if:

- you or any other person claiming under this insurance has met all the terms and conditions that apply; and
- the information you gave to us when applying for or renewing this insurance, and when making a claim, is true.

You must have asked everyone covered by this insurance any relevant questions to get this information and tell us as soon as possible about any changes which have happened since the insurance started or was last renewed. Failure to do so may invalidate this insurance.

Unoccupied property

You must notify us if your property is unoccupied for more than 60 days in a row.

Number of bedrooms

You must tell us if the number of bedrooms in your home changes from what is shown on the Schedule.

Care of your property

You or any person in charge of your property must take reasonable steps and precautions to:

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

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

GENERAL CONDITIONS CONTINUED

Accident and claims procedure

You or any other person claiming under this insurance must:

- give us full details of the incident as soon as possible;
- send to us immediately all communications from other people involved which must not have been replied to;
- immediately tell us of and send to us any notice of intended prosecution, inquest, fatal inquiry or any writ, summons or process which must not have been replied to;
- give us all the information, evidence and help we need;
- inform the Police immediately when property is lost, stolen or maliciously damaged and provide us with the Crime reference number;
- tell us if any lost or stolen property is subsequently recovered.

You or any other person 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 will be entitled to:

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

GENERAL CONDITIONS CONTINUED

Fraud

If you or anyone acting for you:

- misrepresents or deliberately fails to disclose material facts at any time that materially impacts either the terms and conditions, the premium or our acceptance of cover itself;
- makes a claim in a fraudulent or false way, or where we are given any documents which are false or stolen.

We may:

- cancel or void your policy and all other policies to which you are connected with Liverpool Victoria Insurance Company Limited;
- not pay any claim which is in any part fraudulent, false, exaggerated;
- seek to recover any costs we have incurred and not return any premium;
- inform the Police where fraud is suspected.

Other insurances

If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will not make any payment. We will, however, pay for any amount over and above the amount which would have been payable under such other insurance had this insurance not existed. This condition does not apply to claims for fatal injury and injury to domestic staff.

Cancellation

We may cancel this insurance:

- from the commencement or renewal date if you do not pay your premium (this includes any deposit you may be asked for, instalments you have arranged, adjustment or annual premium);
- by sending 7 days written notice to you, at your last known address. Upon cancellation you will be entitled to a proportionate refund of any unexpired premium.

You may cancel this insurance by informing us. If no claim has been made you will be entitled to a refund of the premium paid less a deduction for the days you have been covered. This deduction will be calculated on a proportionate basis and will include an additional charge of up to £50 to cover the administrative costs to us of processing the insurance. These charges will be subject to Insurance Premium Tax where applicable.

GENERAL EXCLUSIONS

We will not pay for:

- any reduction in value;
- any loss or damage which results indirectly from anything insured by this policy;
- the cost of replacing any undamaged item or part of any item just because it forms part of a matching set or suite of furniture, sanitary fittings, personal possessions or other fixtures and fittings;
- the cost of replacing matching flooring in separate rooms;
- caravans, mobile homes or any commercial premises;
- any mechanically propelled vehicle (including all motor cycles, quad bikes, go-peds and children's powered scooters);
- loss or damage deliberately caused by you or your family, or any persons lawfully in your home;
- loss or damage to any items used in connection with any business, trade or profession, except office equipment in the home, or items specifically insured for business use as personal possessions;
- Any claim arising from:
 - gradual causes including deterioration or wear and tear, settlement or shrinkage;
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - damage by insects;
 - electrical or mechanical failure or breakdown;
 - defective design, materials or workmanship;
 - computer viruses;
 - ionising radiation, radioactivity, nuclear fuel, waste or equipment;
 - war, civil war, terrorism (by nuclear and/or chemical and/or biological and/or radiological means), rebellion or revolution.

NEED TO MAKE A CLAIM? FOLLOW THESE SIMPLE STEPS

- 1 Check you're covered by looking inside this booklet**
- 2 You'll find the Claims phone number on your Schedule Advice**
- 3 Call as soon after the incident as possible**
- 4 Give us as much information about the incident as you can**
- 5 Speak to us before you make any arrangements for replacement or repair**
- 6 Don't forget to tell the Police when your property is lost, stolen or damaged**



LIVERPOOL VICTORIA

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