

CAR INSURANCE

A guide to your cover
and how to make a claim



PRINTER FRIENDLY VERSION



WELCOME TO ABC INSURANCE

Thank you for choosing to purchase an ABC Insurance policy

ABC Insurance is part of the Liverpool Victoria group of companies. 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. It has no shareholders taking a share of its profits. Instead it invests its profits in making its products competitive and delivering an outstanding customer service.

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

If you would like to learn more about ABC Insurance or Liverpool Victoria please visit our websites at:

www.abcinsurance.co.uk

www.LV.com

A handwritten signature in blue ink, appearing to read 'John O'Roarke', with a long horizontal flourish extending to the right.

John O'Roarke

Managing Director

Liverpool Victoria Insurance Company Limited

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YOUR CAR INSURANCE POLICY

You should read this policy, the schedule, endorsements and certificate of motor insurance as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of facts.

In return for your premium we will give you insurance for liability, loss or damage which happens during the period of insurance stated on your schedule. This will be in line with the sections of this policy document, which are shown as operative on your schedule.

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. All communications will be in English.

A handwritten signature in blue ink, appearing to read 'John O'Roarke', with a long horizontal flourish extending to the right.

John O'Roarke
Managing Director
Liverpool Victoria Insurance Company Limited

DEFINITIONS

Broker

the person or company who has issued these documents on our behalf and who sold you this policy.

Certificate of motor insurance

proof that you have motor insurance as required by law.

Green Card

the International Motor Insurance Card. This is the document that some countries need as proof of compulsory insurance.

Main driver

the person who drives your car most of the time whether for social purposes or for travel to and from a place of business, duty or study.

Market value

the cost of replacing your car with one of the same make, model and specification, taking into account the age, mileage and condition of your car, and not the price you paid for it.

Policy document

this booklet.

Schedule

includes the:

- period of cover;
- name of the policyholder;
- drivers and use;
- sections of this policy document which apply;
- conditions which vary the terms of this policy document.

Track days

driving or use on a motor racing track, circuit, airfield, derestricted toll road or at an “off road” event.

DEFINITIONS CONTINUED

We, our, us

Liverpool Victoria Insurance Company Ltd.

Your car

the insured car (including its accessories and spare parts). This is shown on your schedule. As well as any motor car which is loaned or hired to you under our Motor Damage Claims Service or by a member of the Motor Trade while the insured car is in the custody of the Motor Trader for service, repair or MOT. In Section 3 of your document of insurance it also includes a trailer, caravan or broken-down motor vehicle while they are attached to your car for towing.

You, your

the person named as the policyholder on the schedule and certificate of motor insurance.

IMPORTANT INFORMATION

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 and products competitive.

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 product, on computer, paper file or other format. We will hold this information for a reasonable period of time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained.

Subject to payment of a fee, 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

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 helping us improve our service.

All phone calls may be monitored and recorded and may be 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 product details and ongoing information, to that affinity organisation for membership, business analysis and other relevant purposes.

IMPORTANT INFORMATION CONTINUED

If you move to a new insurance provider we may confirm certain details relating to your insurance to them. We will only do this where we are satisfied that it is 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 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'll 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.

Fraud prevention and detection

We'll 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'll 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

IMPORTANT INFORMATION CONTINUED

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'll 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're 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

TERRITORIAL LIMITS

Except where we say otherwise your insurance applies in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. This includes while your car is being transported within and between them.

CAR SHARING

Accepting payments from passengers as part of a car sharing arrangement will not affect your insurance cover if:

- they are being given a lift for social or similar purposes;
- the insured car is not built or adapted to carry more than eight passengers;
- this is not as part of a business of carrying passengers;
- any money received does not produce a profit.

COOLING- OFF CANCELLATION RIGHT

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy, without giving any reason. To cancel using this 'cooling-off' period you must return any certificate of motor insurance or temporary cover note relating to this contract of motor insurance, along with your cancellation request, to your broker. If you do cancel in the first 14 days using the 'cooling-off' cancellation condition, we will charge you pro rata, plus a £25 administration charge, for the cover provided from the beginning of the contract until the policy is cancelled, unless we are required to make a total loss payment under the policy, under which circumstances a refund of the premium is not payable. Any charge will be subject to Insurance Premium Tax.

CANCELLING YOUR POLICY (OUTSIDE THE COOLING-OFF PERIOD)

You may cancel this contract of motor insurance at any time by telling us, or your broker, in writing or by email or telephone and sending us your certificate of motor insurance. 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 + 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 certificate of motor insurance.

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

CANCELLING YOUR POLICY (OUTSIDE THE COOLING-OFF PERIOD) CONTINUED

We, or your broker, may cancel this contract of motor insurance:

- if you do not pay your premium, premium deposit or any instalment payment on or before the due date;
- if you or anyone else covered by this insurance has not met all the terms and conditions of this policy;
- if a change in your circumstances means we can no longer provide cover;
- where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled;
- If you harass or show abusive or threatening behaviour towards our staff; you behave in a manner that makes it inappropriate for us to continue your insurance, this includes failing to co-operate with our accident and claims procedure;
- if you do not provide us or your broker with documents we have requested.

We, or your broker, will give you seven days' notice in writing to your last known address. If we do this, we will refund part of your premium for the period of insurance left after the cancellation date, unless fraud has been identified where we will not refund any premium or where we, or your broker, cancel this contract of motor insurance because you have not paid the premiums on time, where we will not refund any part of the premium you have already paid and 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 on a pro rata basis plus a premium charge of £25 + Insurance Premium Tax to cover our administration costs. The insurance will end immediately the 7 days' notice runs out. If you have just taken out the policy or renewed with us and the premium is unpaid, we will cancel your insurance from the start/renewal date.

In all cases, you must return the certificate of motor insurance to us as soon as you receive notice of cancellation. We will not pay any refund until we receive the certificate of motor insurance, or if you or someone else has made a claim under this contract of motor insurance.

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.

CHANGES TO YOUR DETAILS

You must tell your broker as soon as possible if any of your details change including:

- changes made to your car which improve it's value, appearance, performance or handling.
- changing your car.
- changes in the way you use your car.
- change of Owner.
- change of Registered Keeper.
- change of address or where you keep your car.
- change of occupation, including part time work.
- change in the main user of the car.
- details of any medical conditions.
- details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive the car.
- details of any criminal convictions for any person who may drive the car.
- 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 car.

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

If you do not tell your broker about any relevant changes, we may:

- reject or reduce your claim.
- cancel the policy and/or treat it as though it never existed, or
- do both of the above.

When you advise of any permanent or temporary changes to your policy during the period of insurance, or request duplicate documents, a premium adjustment charge of £10 + 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 broker.

SECTION 1 ACCIDENTAL DAMAGE

What is covered:

If your car is damaged by accident, vandalism or malicious damage, we may either;

- pay the cost of repairs to your car; or
- replace what is lost or damaged; or
- make a cash payment for not more than the market value of your car at the time of the damage.

SECTION 2 FIRE AND THEFT

What is covered:

If your car is lost or damaged by fire, lightning, explosion, theft or attempted theft, we may either:

- pay the cost of repairs to your car; or
- replace what is lost or damaged; or
- make a cash payment for not more than the market value of your car at the time of the loss or damage.

WHAT IS NOT COVERED UNDER SECTIONS 1 AND 2

We will not pay for the following:

- wear and tear, your car losing value or for any repairs which improve your car beyond its condition before the loss or damage happened.
- mechanical, electrical, electronic or computer failures or breakdowns or breakages.
- damage to tyres caused by braking, punctures, cuts or bursts.
- any additional damage resulting from the insured car being moved by you after an accident, fire or theft
- more than the manufacturer's latest list price in the United Kingdom of any part or accessory. If such a list price is not available the most we will pay is the manufacturer's latest list price in the United Kingdom for an equivalent part or accessory.
- additional storage costs caused by the unavailability of any part or accessory nor the cost of importing any part or accessory into the United Kingdom.
- loss or damage to your car caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- loss of use of your car or any other indirect loss.
- loss of or damage to your car by theft or attempted theft if your car has been left unlocked, and/or the ignition key or other ignition device is left in, on or attached to the car or left in the immediate proximity of your car, or left with a window or roof open.
- loss or damage to your car by theft or attempted theft, if we have advised that you must have a working security or a tracking device when your car is unattended – your insurance schedule will confirm if this is required
- loss of or damage to your car caused by deception, fraud or trickery, including when you are offering your car for sale.
- where your car is driven or used without your permission by a member of your family or household unless you report the person to the police for taking your car without your consent.
- loss of or damage to your car as a result of it being confiscated or destroyed by or under official order of any government, public or local authority.
- deliberate damage caused to your car by any person insured under your policy.

BASIS OF SETTLEMENT SECTIONS 1 AND 2

- loss from your car being taken and returned to its rightful owner.
- loss of or damage to any trailer or caravan whether or not it is being towed by or attached to your car.

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

Repairs

If this insurance covers the loss or damage and the cost will not exceed the market value of your car:

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

We may use parts or accessories which are not made or supplied by your car's manufacturer but are of similar type and quality to the parts and accessories we are replacing.

New car replacement

If this insurance covers the loss or damage and within one year of registration as new in your name your car is:

- damaged so that repairs will cost more than 60% of its list price including taxes when the damage happened; or
- stolen and not recovered;

we will replace your car with a new car of the same make, model and specification if it is available in the United Kingdom. If a replacement car is not immediately available in the UK, new car replacement will not apply and we will pay you the market value of your car and its fitted accessories and spare parts at the time of the loss or damage.

The lost or damaged car will then become our property.

BASIS OF SETTLEMENT SECTIONS 1 AND 2 CONTINUED

In-car entertainment, telephone and satellite navigation equipment

We will pay for the loss or damage to audio, telephone and satellite navigation equipment if permanently fitted to your car. If the equipment is not part of the car manufacturer's original specification we will pay up to £250.

Replacement of locks and keys

If this insurance covers the loss or damage, we will pay for all the locks to be replaced if one or more is damaged. If your car keys, lock transmitter or entry card are lost or stolen we will pay for replacement locks and keys providing they were not left in or on your car while it was unattended.

Child car seats

If you have a child car seat in your car and your car is involved in an accident that results in impact damage to your car, we will replace the child seat with a new one of the same quality.

Excesses that apply

If your schedule shows that you have to pay an excess, you must pay the first part of any claim. If this amount is paid in error by us you must refund the amount immediately on request.

Temporary replacement car

We will pay for a temporary replacement car if this cover is shown on your schedule.

We will only provide a temporary replacement car:

- after loss or damage covered by this insurance,
- if we manage your claim,
- if you use our Selected Repairer Service and;
- while repairs to your car are being carried out.

Temporary replacement cars are usually small hatchbacks under 1200cc.

We will insure the temporary replacement car under this insurance in exactly the same way as we insure your car and you will only have to pay for the fuel used. You must return the temporary replacement car when the owner or we ask you to or if this insurance expires and you do not renew it.

SECTION 3 LIABILITY TO OTHER PEOPLE

What is covered:

We will pay all sums you are legally responsible for:

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

as a result of any accident involving your car or any other vehicle your certificate of motor insurance allows you to drive.

If your certificate of motor insurance says so, you are insured under this section to drive a private motor car not owned by you and not hired to you under a hire purchase or leasing agreement, as long as:

- the car has not been hired to you under a car rental agreement;
- the car is not a van which has been adapted to carry passengers;
- you have the owner's permission to drive the car;
- the car is registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- you are not covered by any other insurance to drive it; and
- you still have your car and it has not been damaged beyond cost effective repair.

Other people

In the same way as you are insured, we will insure:

- any person driving or using your car with your permission, as long as this is allowed by your schedule and certificate of motor insurance;
- any passenger travelling in or getting into or out of your car;
- the employer or business partner of any person who is driving or using your car for their business, as long as this is allowed by your schedule and certificate of motor insurance; and
- the legal representative of any person who has died who would have been entitled to protection under this section.

SECTION 3 LIABILITY TO OTHER PEOPLE **CONTINUED**

Legal costs

We will pay any legal costs and expenses that you have run up with our prior written consent, including:

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

Emergency treatment charges

We will pay for emergency treatment charges as required under the Road Traffic Acts. If this is the only payment we make, it will not affect your no claim discount entitlement.

What is not covered

We will not pay for:

- death of or bodily injury to any employee arising out of or in the course of their employment by any person who is covered by this section, unless the employee is a passenger in any vehicle for which insurance is provided by this section;
- legal responsibility which is covered by any other insurance;
- loss of or damage to any car which is covered by this section;
- loss of or damage to any trailer, caravan or vehicle (and their contents) while being towed by or attached to any car which is covered by this section;
- loss of or damage to any property which belongs to or is in the care of any person who is claiming under this section;
- legal responsibility, loss or damage when your car is being used in the operational boundaries of any airport or airfield except when we have to meet the requirements of the Road Traffic Acts;
- more than £20,000,000 for any one incident or series of incidents arising from one event that causes loss or damage to property. This amount is inclusive of all costs and expenses up to £5,000,000.

SECTION 4 USE BY THE MOTOR TRADE, HOTELS AND CAR PARKS

We will give you the cover under Section 1 Accidental damage and Section 2 Fire and theft, if shown as operative on your schedule, but will not apply any driving and use restrictions or any excess while your car is in the custody and control of:

- a member of the motor trade for service and repair; or
- a hotel, restaurant, car park or similar commercial organisation for parking purposes.

SECTION 5 FOREIGN USE

Your insurance provides the minimum compulsory insurance in:

- European Union (EU) countries; and
- any other country which has agreed to follow EU directives on compulsory motor insurance and is approved by the Commission of the European Union;

including when your car is being transported within and between them.

These countries are shown on your schedule.

As well as this minimum cover, your insurance also gives the cover shown on your schedule in these countries if your car is:

- registered and normally kept in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- not used abroad for more than 30 days in any one annual insurance period;

If you want to use your car in these countries for more than 30 days in any one annual insurance period you must obtain our prior permission and pay any extra premiums.

The EU countries and the other countries mentioned above which follow EU directives and have been approved by the Commission of the EU, agree that a Green Card is not necessary for travelling between them. Your certificate of motor insurance is proof of compulsory motor insurance in these countries.

If you want to use your car in countries that are not shown on your schedule then as long as we give you our prior permission, and you pay any extra premiums, we will extend the full benefits of this insurance to apply:

- in the countries we have agreed, including when your car is being transported; and
- for the period agreed.

We or your broker will send you a Green Card as proof of your insurance upon request. The Green Card will show the countries we have agreed to extend this insurance to and the period for which we are providing this extension.

If your car is lost or damaged in any foreign country that we have agreed to give cover for, you may be charged customs duty. If we cover the loss of or damage to your car, we will also refund you the customs duty.

SECTION 6 PERSONAL ACCIDENT BENEFITS

What is covered

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

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

We will pay the injured person or their legal representative.

What is not covered

We will not pay:

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

SECTION 7 MEDICAL EXPENSES AND PHYSICAL ASSAULT BENEFITS

Medical expenses

We will pay up to the amount shown on your schedule for each person for any medical expenses resulting from an accident while travelling in your car.

Physical assault benefits

Road rage

We will pay the amount shown on your schedule if you or your husband or wife or civil partner are physically assaulted as a result of your car being in an accident.

We will pay the injured person or their legal representative.

What is not covered

We will not pay when the incident:

- is caused by a relative or a person known to you or your husband or wife or civil partner;
- is not reported to the police as soon as possible;
- happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands; or
- is caused or contributed to, by anything said or done by you or your husband or wife or civil partner or by a passenger in your car, after the accident.

Car jacking

We will pay the amount shown on your schedule if you or your husband or wife or civil partner are physically assaulted as a result of your car being subjected to an aggravated theft or attempted aggravated theft.

We will pay the injured person or their legal representative.

What is not covered

We will not pay when the incident:

- is caused by a relative or a person known to you or your husband or wife or civil partner;
- is not reported to the police as soon as possible; or
- happens outside Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

SECTION 8 PERSONAL BELONGINGS

What is covered

We will pay up to the amount shown on your schedule for personal belongings in your car if lost or damaged due to accident, fire, theft or attempted theft.

What is not covered

We will not pay for:

- the theft or attempted theft of personal belongings, if your car has been left unlocked, left with the keys in or on your car, or left with a window or roof open;
- the theft of personal belongings unless kept out of sight in the locked boot or other enclosed storage compartment of your car;
- money, stamps, tickets, documents or securities;
- goods, tools, samples or equipment carried in connection with any trade or business; or
- property covered under any other insurance.

SECTION 9 NO CLAIM DISCOUNT

If no claim is made, we will apply the premium discount in line with our no claim discount scale current at the time of renewal.

If a claim is made, your no claim discount entitlement will be reduced in line with our no claim discount scale current at the time of renewal.

Your no claim discount will not be affected if we only pay emergency treatment charges under the Road Traffic Acts or if your claim is only for repair or replacement of windows or sunroof.

You cannot transfer your no claim discount to anyone else. If more than one car is insured, the no claim discount is earned separately for each car.

You may ask us for information on how a claim may affect your no claim discount.

SECTION 10 GENERAL EXCEPTIONS

1 Change of car – notification and acceptance

This insurance will not apply unless:

- you have given your broker details of your replacement car; and
- your broker has issued a new certificate of motor insurance.

2 Driving and use

This insurance will not apply if any vehicle your Certificate of motor insurance allows you to drive was being driven or used:

- other than in line with your Certificate of motor insurance;
- by any person not described on your Certificate of motor insurance as a person who is entitled to drive;
- by any person who is disqualified from holding or obtaining a licence or does not have a driving licence which is valid in the territory where the incident happened;
- by any person who is breaking the conditions of their driving licence;
- for hire or reward, racing, pacemaking, testing, trials, rallies or track days, for any use in connection with the Motor Trade other than by a member of the Motor Trade for the purposes of overhaul, upkeep or repair;
- for towing for reward a caravan, trailer or mechanically disabled vehicle;
- for towing more than one caravan, trailer or mechanically disabled vehicle at any one time.

3 Contractual liability

We will not make a payment for any liability resulting only from a contract or agreement you have with another party.

4 Radioactivity

We will not pay for direct or indirect loss, damage or liability caused by, contributed to or arising from:

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

SECTION 10 GENERAL EXCEPTIONS CONTINUED

5 Earthquake, war, terrorism, riot, civil unrest

We will not make a payment in the event of:

- earthquake;
- war, civil war, terrorism, rebellion or revolution except when we have to meet the requirements of the Road Traffic Acts; or
- riot or civil unrest that happens outside England, Northern Ireland, Scotland, Wales, the Isle of Man or the Channel Islands.

6 Fraud, misrepresentation

We will not make a payment if:

- you mislead us in any way, including who is the main driver of your car, in order to get insurance from us, obtain more favourable terms or to reduce your premium;
- any claim or part of any claim is fraudulent, false or exaggerated.

All cover under this insurance will be cancelled from the date of the fraud or misrepresentation and any premium paid will be forfeit. If we have made a payment we would not otherwise have made you will be required to repay that amount to us.

7 Pollution

We will not make a payment for any accident, injury, damage, loss or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable and unexpected incident and it occurs entirely at a specific time and place during the period of insurance.

SECTION 11 GENERAL CONDITIONS

1 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, is true as far as you know.

You must:

- have asked all the other drivers covered by this insurance any relevant questions to obtain the information about them requested by us;
- tell us as soon as possible about any changes, which have happened since the insurance started or was last renewed.
- tell us if your vehicle has been altered or modified after manufacture.

Failure to do so may invalidate this insurance.

We will be entitled to examine your driving licence and the driving licence of any other person we insure. You must immediately send to us any driving licence we ask to see.

2 Care of your car

You or any person in charge of your car must take reasonable precautions to:

- maintain your car in an efficient and roadworthy condition; and
- protect your car from damage or loss.

You must have a valid Department for Transport Test Certificate (MOT) for your car if one is needed by law

You must give us reasonable access to examine your car.

SECTION 11 GENERAL CONDITIONS CONTINUED

3 Accident and claims procedure

You or any other person claiming under this insurance must:

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

You must not, without our consent:

- negotiate or admit responsibility; or
- make any offer, promise or payment.

We will be entitled to:

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

4 Other insurances

If any loss, damage or liability covered by this insurance is also covered by any other insurance, we will only pay our share. This condition does not apply to Section 6 – Personal accident benefits.

5 Compulsory insurance laws

If under the law of any country we must make a payment which we would not otherwise have to make, you must repay that amount to us.

USEFUL INFORMATION

How to complain

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 ABC please contact us by phone on **0845 640 5104** or write to us at ABC Insurance, 69 Park Lane, Croydon, Surrey, CR9 1BG. Please quote the Policy Number in all correspondence. A copy of ABC's complaint handling 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, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

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

E-mail: **complaint.info@financial-ombudsman.org.uk**

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

Compensation

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 **0800 678 1100** or **0207 741 4100** or e-mail, **enquiries@fscs.org**

MAKING A CLAIM

If you are involved in an accident or your vehicle is stolen call us first on **0845 640 5105** as soon as possible after the incident has occurred.

Assistance is available on this number 24 hours a day.

You will need to provide us with the following information:

- your policy/certificate number;
- your personal details and those of the driver;
- the date, time, location and full circumstances of the incident;
- details of any other persons, vehicles or property involved in the incident;
- details of any injuries sustained in the incident;
- if you are reporting the theft of your vehicle any crime reference given to you by the police when you reported the theft to them.

If your car needs to be repaired (and the damage is covered by this policy) we have a nationwide network of selected repairers who can arrange to start work on your car with the minimum of delay.

When you first report the incident to us we will help you to arrange the repair of your car by one of our selected repairers, including collection and redelivery to your home if required.

If you have a Comprehensive policy and need the use of a car while your own is undergoing repair by one of our selected repairers we will provide you with a temporary replacement car – full details can be found in the Temporary replacement car section of this policy (Basis of settlement Sections 1 and 2).

When repairs are completed arrangements will be made for you to collect your car (or for the car to be redelivered to your home). When you collect the car you will need to pay the repairer any policy excess or contribution which may be applicable. These will be confirmed to you before repairs are completed.

Selected repairers have been chosen by us to provide both a high standard of service and quality repair work. Repairs are guaranteed for as long as you own the car or 5 years whichever is the shorter.

If your car can not be repaired we will deal with the damage on a total loss basis. In these circumstances a temporary replacement car will not be provided.

MAKING A CLAIM CONTINUED

If the incident relates solely to breakage of the windscreen or windows in your car please call our approved supplier Autoglass on **0845 640 5105**. If you have a Comprehensive policy all you will have to pay is the amount of any policy excess that may apply. Repairing the glass rather than replacing it will mean you will not have to pay any excess – please ask about repair when contacting Autoglass.

If you do not have a Comprehensive policy you may still use this number to contact Autoglass but you will be responsible for paying the costs in full and you will not be able to recover the cost from us. You will, however, benefit from discounts available to you from Autoglass.

Need to make a claim? Follow these simple steps

- 1. Call us as soon as possible after the incident.**
- 2. Give us as much information about the incident as you can.**
- 3. If possible, speak to us before you make any arrangements for replacement or repair.**
- 4. Don't forget to tell the police if your car is stolen.**

Call us first on:

Accidents and thefts

Windscreen/glass damage

0845 640 5105

0845 640 5105

If there is an accident or theft, ring us on

0845 640 5105

If you suffer windscreen or glass damage, call

0845 640 5105



www.abcinsurance.co.uk

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