



**classicline\***  
INSURANCE

**Classic car.**

---

Underwritten by

**ageas**

## **Need to make a claim?**

0333 400 8184

### **Call the 24/7 claims assist line**

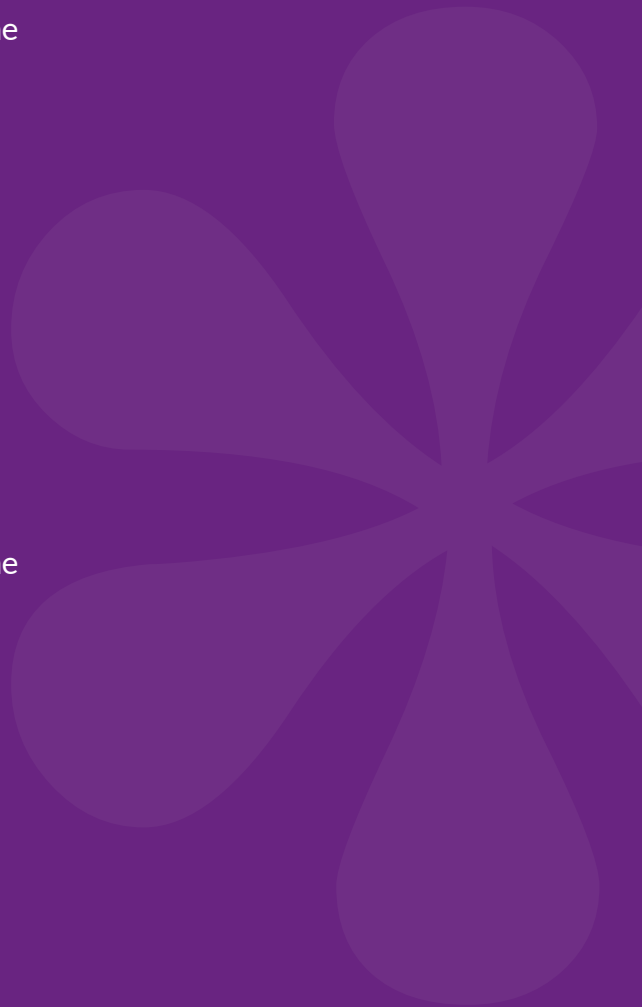
Please add this number to your mobile phone  
For more information please read page 20

## **Had a breakdown?**

01260 547 058

### **Call the 24/7 roadside assistance line**

Please add this number to your mobile phone  
For more information please read page 12



## Welcome

Firstly, we would just like to thank you for your business and for choosing the ClassicLine Combined Specialist Vehicle policy, underwritten by Ageas Insurance Ltd. This policy represents one of the most comprehensive available on the specialist vehicle market.

We hope that you're happy with the service you've received so far, as our aim is to always provide you with consistently excellent service to our clients.

However, if you are unhappy with the service you have received thus far, or, if you feel the policy doesn't provide the cover you require then please don't hesitate to contact us as soon as possible to discuss.

We wish you a great year of motoring, and perhaps we'll see you at a classic car show in the future.

A white, stylized handwritten signature on a dark purple background. The signature consists of several loops and a long horizontal stroke at the end.

**Ian Fray**

Managing Director, ClassicLine Insurance

## Contents

|   |    |
|---|----|
| Definitions   | 5  |
| Introducing your classic car insurance policy                       | 6  |
| Your cover  | 6  |
| <b>Section 1</b>  |    |
| Liability to other people   | 7  |
| <b>Section 2</b>  |    |
| Loss of, or damage, to your car                                     | 8  |
| <b>Section 3</b>  |    |
| Personal accident benefits  | 10 |
| <b>Section 4</b>  |    |
| Personal belongings   | 10 |
| <b>Section 5</b>  |    |
| Medical expenses  | 10 |
| <b>Section 6</b>  |    |
| Damaged windscreen and glass  | 10 |
| <b>Section 7</b>  |    |
| Hotel or travel expenses  | 10 |
| <b>Section 8</b>  |    |
| Lost or stolen car keys and replacing locks                         | 11 |
| <b>Section 9</b>  |    |
| Travelling abroad   | 11 |
| <b>Section 10</b>   |    |
| Car sharing   | 11 |
| <b>Section 11</b>   |    |
| Cover when your classic car is being serviced, examined or repaired | 11 |
| <b>Section 12</b>   |    |
| Breakdown assistance  | 12 |
| <b>Section 13</b>   |    |
| Motor legal expenses  | 15 |
| General exceptions under this policy                                | 17 |
| Conditions that apply to all of this policy                         | 18 |
| Making a claim  | 20 |
| Privacy notice  | 21 |
| How to make a complaint   | 22 |
| What to do if you have an accident                                  | 23 |

# Definitions

## Accessories, tools and spare parts

Items which are for your classic car only and are in or attached to your classic car, or in your home or private garage or any other private garage at the time of the loss or damage; this includes tools (for example, spanners, wrenches and socket sets) which you use to maintain and repair the classic car, as long as they are not used for business purposes.

## Acts of terrorism

The use or threatened use of any action, force or violence by any person or group of people whether acting alone or on behalf of any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to intimidate and/or put in fear the public or any section of the public.

## Agreed value

This is the amount shown in the schedule, which represents the value of your classic car including accessories and spare parts. This is the most we will pay you if your classic car is lost or totally destroyed, or where the cost of repairs is greater than the agreed value.

The agreed value will include the value of any specific registration number of your classic car that is historically important.

## Appointed advisor

The solicitor or other advisor appointed by us to act on behalf of the Insured.

## Certificate of motor insurance

A Proof of the insurance you need by law. The certificate of motor insurance shows:

- what car is covered;
- who is allowed to drive your car; and
- what your car can be used for.

## Conditional Fee Agreement

The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Courts and Legal Services Act 1990), the format and contents of which have been agreed to by us before it is entered into.

## Collective Conditional Fee Arrangement

The separate agreement between the Appointed Advisor and us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Courts and Legal Services Act 1990) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis.

## Endorsement

A clause that alters the cover provided by the policy. These only apply if it says so on the schedule.

## Excess

The part of a claim you must pay. Sometimes more than one excess can apply, in which case we add them together.

## Geographical limits

Great Britain, Northern Ireland, the Isle of Man, Channel Islands. This also includes areas between these locations when your classic car is being transported.

## Home

The place where your vehicle is normally kept.

## Inexperienced driver

A person who is 25 years or older and holds a provisional licence or who has held a full United Kingdom or European Union licence for less than 12 months.

## Key

Any key or alternative device designed to open the car's locks or turn on the ignition (or both).

## Legal costs and expenses

In respect of all Insured Events other than as provided for in:

- Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by us or in accordance with the Predictable Costs scheme if applicable.
- Other side's costs incurred in civil claims, where the Insured has been ordered to pay them or pays them with our agreement.

The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings.

## Limit of indemnity

£100,000 which shall be the maximum Legal Costs and Expenses payable by the Insurer in respect of all claims related by time or original cause.

## Market value

The cost of replacing your classic car, including accessories and spare parts, with another of the same make, specification (for example, the level of equipment found in your classic car), model, age, mileage and condition as your classic car just before the loss or damage you are claiming for.

## Partner

Your husband, wife, civil partner, or person with whom you have a relationship with as if married and who is living at the same address as you. This does not include any business partners or associates unless you also have a relationship with them as described above.

## Period of insurance

The period shown in your schedule or in your certificate of motor insurance (or both) during which your policy will apply.

## Proposal

The form that shows the information that you give us, including verbal information and information given on your behalf.

## Reasonable prospects of success

In all legal claims including an appeal where the Insured has a greater than 50% chance of successfully pursuing the claim or defending an appeal. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

## Schedule

A document attached to this policy which sets out the cover we will give you. This forms part of the contract of insurance. We will give you a replacement schedule whenever you renew the policy or if you make any changes to the policy during the period of insurance.

## Statement of facts or statement of insurance

The form that shows the information that you give us, including verbal information and information given on your behalf.

## Territorial limit

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, any other country that is a member of the European Union and any other country stated on the back of your certificate of motor insurance.

## We, us, our

Ageas Insurance Limited in every instance except:

- **Section 12:** It refers to Auto Legal Protection Services Limited (ALPS). ALPS registered address is Sunnyside Mill, Highfield Road, Congleton, CW12 3AQ; and
- **Section 13:** It refers to ARAG PLC who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer, Brit Syndicate 2987 at Lloyd's and/or Proximo Ltd who are acting as a claims handling agent on behalf of ARAG PLC.

## You/your

The policyholder whose name is on the schedule.

## Young driver

A person aged under 25 years at the time of an event which you or they may be entitled to claim for.

## Your classic car

Any car which you have a current certificate of motor insurance for under this policy.

## Introducing your classic car insurance policy

This booklet gives full details of your cover.

Please read this booklet, your schedule and your certificate of motor insurance carefully and make sure that they meet your needs.

If you have any questions, please contact your insurance broker or intermediary and they will help you.

Please keep all your insurance documents in a safe place, as you may need to read them if you want to make a claim.

### Our contract with you

This is your Classicline Classic Car insurance policy and is a contract between you and us. It is not our intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else either any rights under this policy or the right to enforce any part of it.

In return for you paying or agreeing to pay the premium, we will provide cover under the terms and conditions of this policy for those sections of the policy stated on your schedule, up to any limits set out in your schedule. This cover will be against any unforeseen injury, loss or damage that happens during the period of insurance and within the geographical limits, except in cases where Section 3 or 9 applies.

Your policy is based on the answers you gave on the proposal or that which is shown in a statement of fact and any other information you gave us. You must tell us of any changes to the answers you have given. It is an offence under the Road Traffic Act to make a false statement or withhold any information for the purposes of obtaining a certificate of motor insurance.

### The law that applies to this policy

English Law will apply to this contract unless you and we agree otherwise. However, if you live in Scotland, Northern Ireland or the Channel Islands, the law of that country will apply unless you and we agree otherwise (If you live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes between us and you in relation to it).

### Language

The contractual terms and conditions and other information relating to this contract will be in the English language.



**Andy Watson - CEO, Insurance**  
Ageas Insurance Limited

## Your cover

If you chose comprehensive cover, all sections of this policy booklet apply.

If you have third party, fire and theft cover, sections 1, 2 (loss or damage caused by fire, theft or attempted theft only), 8, 9, 10 and 11 apply.

If you have cover for third party only, sections 1, 9, 10 and 11 apply.

If you have laid-up cover, sections 2 (loss or damage caused by accidental damage, malicious damage, fire, theft or attempted theft only), 6 and 8 apply. You can only choose this cover if:

- your classic car is of the road;
- the car is not taxed; and
- you have made a Statutory Of Road Notification (SORN) to the Driver and Vehicle Licensing Agency.

## Section 1

## Liability to other people

### What we will cover

**a Cover for your liabilities**

This policy covers you for:

- all your legal responsibilities as a result of death of or injury to anybody caused by an incident involving your classic car; and
- damage to any property as a result of an incident involving your classic car. We will pay up to £20 million (including all costs, expenses and indirect losses, apart from those covered under the legal expenses part of your policy). This cover applies to any one event or any series of incidents resulting from one event.

**b Static display**

We will also provide the cover outlined in section 1a when your classic car is part of a static display (where it is parked and not being driven).

**c Rallies**

We will also provide the cover outlined in section 1a when your classic car is being used in connection with local, national or international rallies organised by owners' clubs which are recognised by the Driver and Vehicle Licensing Agency (DVLA). This cover does not apply to any rally that includes any racing, pacemaking, or being in any contest or speed trial.

**d Cover for other people**

We will also provide the cover outlined in Section 1a for:

- anyone insured by this policy to drive your classic car as long as they have your permission;
- anyone you allow to use (but not drive) your classic car for social, domestic and pleasure purposes (that is, not for business purposes);
- anyone who is travelling in or getting into or out of your classic car.

**e Cover for legal personal representatives**

If anyone insured under the policy dies, we will transfer the protection we provide under this policy to their estate.

**f Emergency medical treatment**

We will pay for emergency treatment fees as set out in the Road Traffic Acts.

**g Legal expenses**

If we give our permission in writing beforehand, we will pay the fee for a solicitor to:

- represent anybody insured under this policy at any coroner's inquest or fatal accident inquiry; or
- defend anybody insured under this policy in a magistrates' court, as long as the case relates to an event you may be able to claim for under parts 1a, 1b, 1c or 1d of this policy.

If we agree, we will pay for legal services to defend anyone insured under this policy if proceedings are taken against them for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs. The following conditions apply to this cover:

- you must ask us to provide and we must agree to provide the cover;
- liability for the death(s) giving rise to the proceedings must be covered under this policy; and
- the event causing the death(s) must have happened within the geographical limits.

### What we will not cover

**This applies to all claims made under parts 1a, 1b, 1c and 1d of the policy**

- We will not cover you driving any vehicle that is not covered under this policy.
- We will not cover loss of or damage to your belongings or the belongings of anybody else insured.
- Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy, if insurance cover is provided as a requirement of any compulsory Employers Liability legislation.
- Loss of or damage to the classic car being used or driven at the time of the incident.
- Loss of or damage to any trailer or vehicle you tow.

## Section 2

# Loss of, or damage, to your classic car

### What we will cover

If your classic car, its accessories and spare parts or toolkit are lost, stolen or damaged, we will:

- settle your claim by sending you a payment for the amount of the loss or damage;
- replace what is lost or is damaged; or
- repair the damage.

### The most we will pay

We will not pay more than the market value of your classic car (including any accessories and spare parts or toolkit) at the time of the loss or damage, less any excess that may apply, unless there is an agreed value for your classic car shown on your schedule.

### Hire-purchase, leasing and other agreements

If your classic car is owned by someone else, we may settle any claim by paying the legal owner before paying anything left over to you.

### Restoration or repair

If you have chosen laid-up cover and your classic car is being restored or repaired by someone else on their commercial premises, we will cover loss or damage under this section to your classic car if the restorer or repairer has no insurance in force that covers the loss or damage.

### Registration plates

We will pay for the cost of replacing the registration plates fitted to your classic car in the same style as the plates fitted before the loss or damage happened.

### Parts that are not available

We may decide to repair your classic car with parts which have not been made or supplied by your classic car's manufacturer, but which are of a similar standard.

We are not responsible for:

- any extra costs of storing your classic car that result from any accessory or part not being available; or
- the cost of importing any accessory or part into the geographical limits.

### Removing and delivering your classic car

If your classic car is in the geographical limits and cannot be driven as a result of loss or damage which is covered under this policy, we will pay the cost of protecting it and taking it to the nearest suitable repairer or your home address. We will also pay the cost of delivering your classic car to you at the address shown in your schedule after it has been repaired.

### Radio and audio equipment

You are covered for loss or damage or your home address loss or damage to any radio or audio equipment permanently fitted to your classic car.

There is no limit on the level of cover for equipment in your classic car which was fitted by the manufacturer at the time the car was made.

For equipment that has been fitted by anyone other than the manufacturer at the time your classic car was made, the following limits apply:

- If you have comprehensive insurance the most we will pay is £500 after taking off the excess that applies to your claim.
- If you have third party, fire and theft insurance the most we will pay is £250 after taking off any excess that applies to your claim.

### Replacing children's car seats

If you have child car seats fitted in your classic car and the car is involved in an incident or damaged as a result of fire or theft, we will pay up to £250 (after taking off any excess that applies to your policy) towards the cost of replacing them, even if they do not seem to be damaged. To be able to claim for child car seats, you must also provide evidence that your classic car has been damaged or stolen.

### Young drivers or inexperienced drivers

If your classic car or any of its accessories or spare parts are damaged while it is being driven by a young or inexperienced driver, you will be responsible for the first part of the cost, on top of any compulsory and voluntary excesses set out in your schedule, as shown below.

| Drivers                       | Excess |
|-------------------------------|--------|
| Under 21 years of age         | £250   |
| Between 21 to 24 years of age | £150   |
| Inexperienced driver          | £150   |

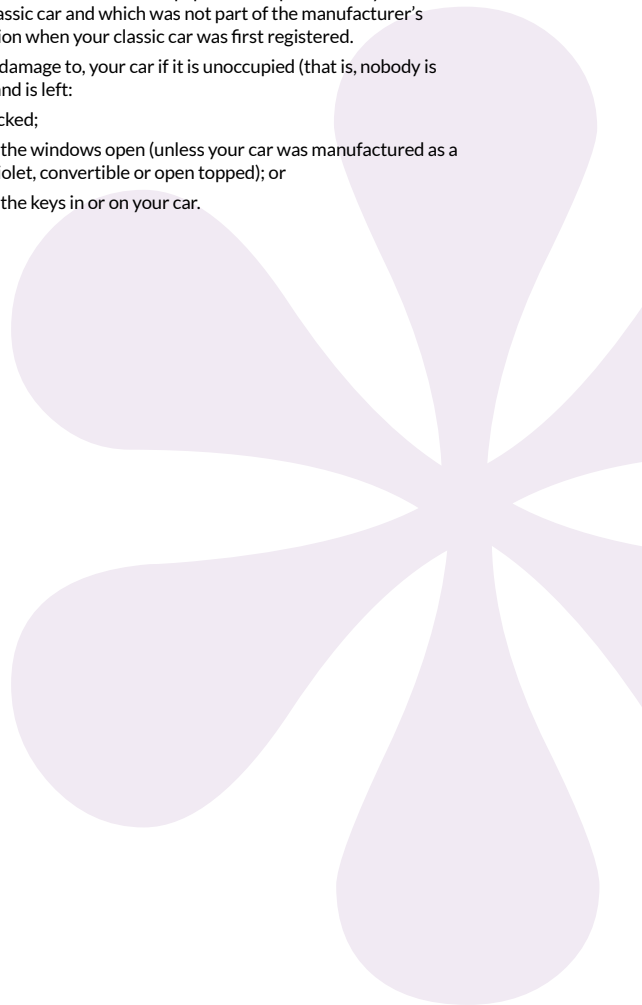


## Section 2

# Loss of, or damage, to your classic car

### What we will not cover

- the excesses shown in your schedule.
- loss or damage caused by wear and tear.
- any reduction in the market value of your classic car (for example reductions caused by the age of the classic car or the number of miles it has covered).
- loss in the market value of your classic car resulting from any repair, whether or not this has happened as a result of any claim under this policy.
- any mechanical, electrical or computer equipment breaking or failing to work properly.
- damage to tyres caused by braking, punctures, cuts or bursts.
- damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- loss of, or damage to, any trailer, caravan or vehicle, or anything inside, while being towed by or attached to your classic car.
- you for loss of use or other indirect losses (such as travel costs or loss of earnings) other than those set out in section 7 of this policy.
- your classic car being stolen by someone who claims to be a buyer or a buying or selling agent.
- loss of, or damage to your classic car caused by someone in your family, or living with you, using it without your permission, unless you report them to the police.
- we will not cover loss or damage caused by any government, public or local authority legally taking, keeping or destroying your classic car.
- loss of, or damage to, televisions, phones, games consoles, electronic-navigation or radar-detection equipment not permanently fitted to your classic car and which was not part of the manufacturer's specification when your classic car was first registered.
- loss of, or damage to, your car if it is unoccupied (that is, nobody is inside it) and is left:
  - unlocked;
  - with the windows open (unless your car was manufactured as a cabriolet, convertible or open topped); or
  - with the keys in or on your car.



### Section 3

## Personal accident benefits

### What we will cover

We will pay up to £5,000 if you or your partner is accidentally injured in the European Union while travelling in or getting in or out of any car and this injury results in any of the following within three calendar months.

- Death.
- Permanent loss of sight.
- Losing one or both arms (above the wrist) or legs (above the ankle) or the total loss of use of an arm or leg.

We will pay up to £5,000 per person, per accident. If you or your partner has any other insurance policy with us, we will pay the benefit under one policy only.

### What we will not cover

Under this section we will not cover anyone for:

- injury or death resulting from that person committing suicide, attempting to commit suicide or deliberately injuring themselves;
- injury or death if the person claiming was committing a crime at the time of the accident; or
- injury or death if the person claiming is found to have had a higher level of alcohol or drugs in their body than is allowed by law at the time of the accident.
- injury or death if the person claiming was not wearing a seat belt and they had to by law.
- an injury that has been diagnosed, or death certified, by you, a member of your family, or an employee of yours.
- an injury that has been diagnosed, or death certified, by any person who is not a consultant in the branch of medicine the injury relates to within the European Union.

### Section 4

## Personal belongings

### What we will cover

We will cover loss of or damage to clothing and personal belongings caused by fire, theft, attempted theft or an accident while they are in or on your classic car, up to £200.

We will also pay up to an extra £200 to include personal belongings that are branded with the manufacturer or model of your classic car.

### What we will not cover

We will not cover the following:

- Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates).
- Goods or samples carried in connection with any trade or business.
- Wear, tear and loss in value.
- Property left in a convertible or cabriolet car or a car with a removable hard top unless it is stored in a locked boot or locked glove compartment.
- Property you leave in your classic car when it is unoccupied, and:
  - your classic car is unlocked;
  - the windows or sunroof are open; or
  - the keys are inside or on your classic car.
- Loss or damage to mobile phones or electronic navigation equipment.

### Section 5

## Medical expenses

### What we will cover

We will pay up to £100 towards the medical expenses for each person injured in your classic car if it is in an accident.

### Section 6

## Damaged windscreens and glass

### What we will cover

If the windscreen or any window glass in your classic car is damaged, we will pay the cost of repairing or replacing it. We will also pay for any repair to the bodywork that has been damaged by broken glass from the windscreen or windows.

### What we will not cover

- The amount of any excess shown in your schedule.
- Loss of use of your car.
- Breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.

### Section 7

## Hotel or travel expenses

### What we will cover

If your classic car cannot be driven after an accident or loss covered by this policy, we will pay:

- up to £50 for each person travelling in your classic car to stay in a hotel for one night if you cannot continue your journey until the next day; or
- travel expenses of up to £100 in total for everyone who was travelling with you in your classic car.

The most we will pay for any one event is £100. Your excess does not apply to this part of the policy.

### What we will not cover

Any claim under this section, where a claim has not also been made under section 2 (Loss of, or damage to your classic car) of this policy.

## Section 8

# Lost or stolen car keys and replacing locks

### What we will cover

If your classic car keys are lost or stolen, and we decide that it is necessary to replace the keys and locks we will pay up to £400, for any one event. Your excess does not apply to this part of the policy.

### What we will not cover

Any claims where you had left the keys in or on your classic car, when they were lost or stolen.

## Section 9

# Travelling abroad

### What we will cover

Your policy provides the cover shown in your schedule, within the European Union and any other country which the Commission of the European Communities is satisfied has made arrangements under Article (8) of EC Directive 2009/103/EC relating to civil liabilities arising from the use of a motor vehicle, for up to 90 days in any one period of insurance.

### Minimum cover outside the territorial limits

This policy also provides the minimum cover you need by law to use your classic car in any of the above countries.

If you need more than the additional cover (i.e. more than 90 days, or cover outside of the countries above) and we agree to give you this cover, as long as you pay any extra premium we ask for we may, if necessary give you an international insurance certificate (Green Card) which proves you are insured for the time you will be away.

### Customs duty and delivery costs

If your classic car is within the geographical limits, and is not fit to drive because of loss or damage covered by this policy and we agree beforehand, we will pay:

- the cost of delivering it to your address in the geographical limits; and
- any customs duty you have to pay as a direct result of the loss or damage.

## Section 10

# Car sharing

### What we will cover

Your policy also covers you for carrying passengers in your classic car who pay you to do so, as long as:

- your classic car is not built or adapted to carry more than eight passengers (not including the driver);
- you are not carrying the passenger as a business; and
- you are not making a profit from the passengers' payments.

## Section 11

# Cover when your classic car is being serviced, examined or repaired

### What we will cover

Your cover continues to apply to your classic car when it is being serviced, examined or repaired at premises involved in the motor trade.

At these times the limits about driving and using your classic car set out in your certificate of motor insurance will not apply, as long as it is only being driven or worked on by a motor trader or their employees.

If at the time a claim is made under this section any other policy exists that would cover the claim, we will pay only our share of the claim.

## Section 12

# Breakdown assistance

### How to make a claim

Please only use these number if your vehicle has broken down.

**Breakdown helpline:** 01260 547 058

#### Please note that you may incur a charge if you use a mobile phone to call

Text messaging is available for use by deaf, hard of hearing or speech-impaired customers.

Please text the word "breakdown" to +44 (0) 7786 202 671.

You should have the following information available:

- The vehicle's registration number.
- Your name, home postcode and contact details.
- Your policy number.
- The make, model and colour of the vehicle.
- The location of the vehicle.
- An idea of what the problem is.
- SOS Box number (where applicable).

#### Help on motorways

If you break down on the motorway, go to the nearest SOS emergency phone box. Ask the police to contact the 24-hour emergency helpline on the above number.

You will only be able to claim the services we provide by contacting the emergency helpline number.

### ClassicLine Rescue Services in the UK

This policy is administered by Auto Legal Protection Services Limited (ALPS). ALPS registered address is Sunnyside Mill, Highfield Road, Congleton, CW12 3AQ and company registration number is 3676991. ALPS is authorised and Regulated by the Financial Conduct Authority (FCA), FCA register number 300906.

Benefits and services under this policy are provided by The Mansfield Group, which is a trading name of D.H. Mansfield Limited. Registered in England and Wales under company number 3557665. Their registered Office is Highpoint, Festival Way, Stoke on Trent ST1 5SH.

This policy is underwritten by AmTrust Europe Limited, whose registered address is Market Square House, St James' Street, Nottingham, NG1 6FG, company registration number 01229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, FCA register number 202189.

Your policy is subject to English Law and you and we agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between us.

We will provide this cover for any breakdown occurring during the period of insurance and within the mainland of England, Scotland, Wales and Northern Ireland. If the vehicle cannot be driven as a result of a breakdown, which occurs during the course of a journey we will arrange and pay for the services as shown below. Cover will apply to any person driving the insured vehicle who normally resides at the registered address. The benefits and services apply to any breakdown, which occurs during the period of insurance and within the territorial limits.

#### Roadside assistance

We will arrange help at the scene of the breakdown and will arrange and pay call-out fees and labour charges needed to start the vehicle. If the vehicle cannot be repaired quickly at the scene of the breakdown, we will arrange and pay the reasonable cost of taking the vehicle, you and up to 4 passengers from the place where the vehicle has broken down to the nearest available garage.

#### Vehicle recovery

If the vehicle cannot be repaired at the scene of the breakdown and cannot be repaired the same day at a suitable garage, we will arrange and pay the reasonable cost of taking the vehicle, you and up to 4 passengers from the place where the vehicle has broken down to any one place you choose.

#### Home service

If the vehicle breaks down at your home or within one mile of your home, we will arrange help and pay call-out fees and labour charges needed to start the vehicle. If the vehicle cannot be repaired quickly at the scene of the breakdown, we will pay the reasonable cost of taking the vehicle to the nearest available garage.

#### Alternative travel or accommodation

If the vehicle breaks down while it is more than 25 miles from your home and it cannot be repaired at the roadside or at a garage during the same day, we will refund the cost of alternative travel arrangements or necessary emergency overnight accommodation. The most we will pay will be up to £150 for alternative road, rail travel or car hire or one night's hotel accommodation for you and up to 4 passengers. (The amount we will refund will only be for the rooms. We will not pay any amount for meals or drinks).

Before you arrange alternative travel or accommodation you must call us for our agreement. We will only refund amounts covered by this insurance if we receive valid invoices and receipts.

#### Caravan and trailer service

If your vehicle breaks down, any attached caravan or small trailer not more than 3 metres (10 feet) long used for private purposes will be entitled to the same service as the vehicle, as long as it is attached to the vehicle by a standard 50 millimetre (2 inch) towing coupling.

#### Message service

If your vehicle breaks down and help is arranged by the Rescue Control Centre, they can contact your family or colleagues to let them know about the situation.

## Section 12

# Breakdown assistance

### ClassicLine Rescue Services in Europe

Whilst we hope that your travel period will be incident free, if your vehicle breaks down, help and assistance is available by calling the 24-hour English speaking emergency telephone service. Try to call from a place where it is easy to call you back. Please note that it is not always possible to provide automatic hire cars or accessories such as bike racks, luggage racks or tow bars.

Please read the details carefully to ensure that you are fully covered, and remember to follow any rules and procedures laid down in respect of servicing the vehicle and making a claim. (See general conditions 4 and 11).

This insurance will provide the benefits described below if your vehicles breaks down and cannot be driven as a result of a mechanical or electrical breakdown (failures or breakages). Such breakdown must occur within the countries of Andorra, Austria, Belgium, Czech Republic, Denmark, France, Germany, Greece, Republic of Ireland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Slovak Republic, Spain, Sweden or Switzerland.

Please note that this is not a maintenance policy and therefore does not cover the cost of parts or the cost of non-emergency repair work, such as routine servicing or diagnostic tuning. The cover is designed to help keep you and your party mobile during the journey or holiday period abroad. It is not a replacement for a motor insurance policy and does not provide cover for bodywork repairs following an accident or theft.

### Exceptions to Section 12

**This section of your insurance does not cover the following:**

- 1 Breakdowns due to lack of petrol, oil, water or frost damage or the use of the vehicle for racing, pacemaking, or being in any contest or speed trial or any rigorous reliability testing.
- 2 The cost of any repair apart from repairs covered under Section 1.
- 3 The cost of spare parts or emergency windscreens.
- 4 Expenses incurred in ordering incorrect replacement parts where this is due to insufficient or wrong information being given by you.
- 5 The cost of returning hired vehicles to the Hire Company.
- 6 If the vehicle suffers damage and it is considered to be a write-off (the cost of repairs are greater than the market value of the vehicle) sub-Section 2 (Point 4) will not apply where the vehicle has comprehensive motor insurance. Where the vehicle is subject to third party insurance, cover will be limited to the market value of the vehicle. If this situation arises, we reserve the right to conduct negotiations direct with the motor insurers.

### Benefits

**You will have cover for the following:**

- 1 Miscellaneous costs incurred in arranging immediate emergency roadside help following a breakdown. The most we will pay will be £200 in any one-travel period. If the vehicle cannot be repaired quickly at the scene of the breakdown we will arrange and pay the reasonable cost of taking the vehicle, you and four passengers to a nearby garage for it to be repaired at your cost. We will cover the cost of replacement parts up to a maximum of £100, but excluding parts subject to routine maintenance or periodic repair or replacement such as tyres, batteries, exhaust systems and the like.
- 2 If the vehicle is out of use for a period of more than 8 hours as a result of a breakdown or due to death, injury or serious illness of the only available driver, we will refund the following costs and expenses as long as they are as a direct result of the breakdown or illness and are paid immediately after the breakdown or illness (in the case of illness a Doctor's report will be required):
  - the cost of recovery of the vehicle to the nearest garage or railway;
  - the cost of storage of the vehicle at a garage up to a maximum of £100;
  - freight costs to obtain any replacement part, which is not available locally;
  - the cost of one of the following: Hiring one replacement vehicle up to £100 per day and £1,800 in total. Hiring one chauffeur in the event of a serious illness of the only available driver in your party, up to £100 per day. Second-class rail fares so that you and your party can finish your journey or return home. Extra hotel accommodation costs for you and each member of your party up to £40 per person per day incurred during the journey to and from the holiday location up to a maximum of 5 days. (We will not pay for meals or drinks);
  - the cost of recovering the vehicle to your home if it cannot be repaired before your planned return date or costs incurred in travelling from your home or holiday location to the scene of the breakdown to collect the vehicle after repair. (Such cost must not be more than economy class airfare plus miscellaneous additional expenses not exceeding £150);
  - the cost of emergency repairs to secure the vehicle in the event that it is damaged by attempted theft or break-in up to a maximum of £150 (a Police report will be required);
  - the cost of hiring a replacement vehicle up to £200 if your vehicle is still out of use when you return to the United Kingdom; or
  - the cost of necessary telephone calls up to a maximum of £15.

## Section 12

## Breakdown assistance

### General conditions

- 1 We will only provide the cover described in this insurance if: You have met all the terms and conditions in this document of insurance; The information you have given to us is, as far as you know, correct and complete. (Any payment made under this insurance will be based on the original information given to us).
- 2 If you have failed to give us complete and accurate information or have not met the terms and conditions, this could lead to your claim being denied or the insurance not being valid.
- 3 This insurance only applies to you and cannot be transferred to anyone else.
- 4 You must not use your vehicle outside the United Kingdom for more than 31 days in a row or more than 60 days in total during the period of insurance.
- 5 If you are travelling abroad you must ensure that the vehicle is in a roadworthy condition at the start of the journey or holiday and it has been regularly serviced by a garage or yourself in accordance with the manufacturer's recommendations.
- 6 Roadside help or recovery will only be provided if you or the driver stays with the vehicle until a rescue vehicle arrives.
- 7 If a claim is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, we will not pay the claims and cover under this insurance will end.
- 8 You must take all reasonable steps to prevent a breakdown, and your vehicle must not be driven in an unsafe or unroadworthy condition or until recommended repairs have been carried out.
- 9 The vehicle you are travelling in must carry a serviceable spare tyre and wheel, and a key that will let us remove a wheel secured by wheel nuts for the vehicle, caravan or trailer, if it is designed to carry one.
- 10 Your vehicle must be taxed and the appropriate licence displayed in accordance with applicable law.
- 11 You must keep your vehicle properly maintained and serviced.
- 12 This insurance only covers the vehicle specified in the schedule. You must tell ClassicLine Rescue about any change of vehicle immediately.
- 13 You must take all reasonable steps to avoid or minimise any loss arising out of a claim under this insurance. Claims arising directly out of financial incapacity will not be covered.
- 14 You must take reasonable care for the safety and supervision of the vehicle, and if loss or damage occurs whilst it is in the care of a transport company, authority, garage or hotel, the loss or damage must be reported, in writing, to such transport company, authority, garage or hotel.
- 15 We can: take over, conduct, defend or settle any claims; and take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance. We will take this action in your name or in the name of anyone else covered by this insurance. You or the person whose name we use must co-operate with us on any matter, which affects this insurance.
- 16 If we incur additional costs beyond the scope of cover, which applies, you must reimburse these costs on demand and within 14 days.
- 17 If we accept your claim but disagree with the amount due to you the matter will be passed to an arbitrator who we both agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.
- 18 If you make any alteration to this insurance we may charge an administration fee. We do not return premiums where the amount is less than £10.
- 19 If you decline to accept our decision on the most suitable course of action then we may limit our liability in respect of any one incident to a maximum of £100.
- 20 We will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### General exclusions

**This section of your insurance does not cover the following:**

- 1 Claims totalling more than £3,000 in any year.
- 2 If the vehicle is recovered by sea or air, any amount which is more than the cost of taking the vehicle to the nearest port or airport.
- 3 Any ferry fares or toll fees.
- 4 Compensation due to delays to transport services.
- 5 Loss or damage to the vehicle or its contents, or any valuables carried in the vehicle.
- 6 Damage or costs incurred as a direct result of gaining access to the vehicle following your request for assistance.
- 7 The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
- 8 The cost of recovering the vehicle and its passengers if the vehicle can be repaired within a reasonable period of time at or near the place where it has broken down.
- 9 The cost of any parts, emergency windscreens, components or materials used to repair the vehicle.
- 10 Any costs or expenses for any service, which is not arranged by the Rescue Control Centre.
- 11 Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
- 12 Any request for service if the vehicle has been used (from the time you bought it) for private hire, public hire, racing, rally pacemaking or in any contest or speed trial or any rigorous reliability testing.
- 13 Any request for service if the vehicle is off road or cannot be reached due to snow, mud, sand or flood.
- 14 Any request for service if the vehicle is considered to be dangerous or illegal to repair or transport.
- 15 Any results of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military or usurped power.
- 16 Direct or indirect loss, damage or liability caused by, contributed to or arising from:
  - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
  - pressure waves caused by aircraft and other flying objects.

## Section 13

# Motor legal expenses

This section of the policy is administered by ARAG PLC and is evidence of the contract between you and Brit Syndicate 2987. Following an Insured Event we will pay your Legal Costs and Expenses up to the Limit of Indemnity, including the cost of appeals provided that:

- 1 You have paid the insurance premium.
- 2 The Insured Event occurs within the Territorial Limit.
- 3 The claim:
  - always has Reasonable Prospects of Success;
  - is reported to us:
    - during the Period of Insurance; and
    - immediately after you first become aware of circumstances which could give rise to a claim under this policy.
- 4 You always agree to use the Appointed Advisor nominated by us in any claim:
  - falling under the jurisdiction of the Small Claims Court; and/or
  - prior to the issue of proceedings.
- 5 Any proceedings or hearing are dealt with by a Court or any other body that we agree to, in the Territorial Limit.
- 6 You enter into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with us if a claim will be decided in a Court within England and Wales and falls outside the jurisdiction of the Small Claims Court.

## Insured events

- 1 **Uninsured Loss Recovery**  
An event causing damage to your vehicle and/or personal property in or on it.
- 2 **Personal Injury**  
An event causing you personal injury whilst in or on your vehicle.

## What is not insured by this policy

You are not covered for any claim arising from or relating to:

- 1 Legal Costs and Expenses incurred before we accept a claim.
- 2 A contract.
- 3 Defending any action.
- 4 Any event occurring prior to the inception of the policy, and which you knew or ought reasonably to have known could give rise to a claim under this policy.
- 5 Fines, penalties or compensation.
- 6 A dispute with us or the Insurer not dealt with under Condition 6.
- 7 Group Litigation Orders.
- 8 Any of the following:
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed; or
  - any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon you.

Failure to keep to any of these conditions it may lead the Insurer to cancel your policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs and Expenses from you should this occur.

## Section 13

# Motor legal expenses

## Conditions which apply to Section 13

### 1 Your responsibilities

You must:

- observe and keep to the terms of the policy;
- not do anything that hinders us or the Appointed Advisor;
- tell us immediately after you first become aware of any cause, event or circumstances which could give rise to a claim under this policy;
- tell us immediately of anything that may materially alter our assessment of the claim;
- cooperate fully with the Appointed Advisor and us, give the Appointed Advisor any instructions we require and keep them updated with progress of the claim;
- provide us with everything we need to help us handle the claim;
- take reasonable steps to recover Legal Costs and Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to you;
- tell the Appointed Advisor to have the Legal Costs and Expenses assessed or audited if we require;
- minimise any Legal Costs and Expenses and try to prevent anything happening that may cause a claim;
- allow us at any time to take over and conduct in your name; any claim, proceedings or investigation.

### 2 The appointed advisor

- In certain circumstances as set out in Point 3 below you may choose an Appointed Advisor. In all other cases no such right exists and we shall choose the Appointed Advisor.
- Where you wish to exercise their right to choose, they should write to us with their nominated representative's name and address. Your chosen Appointed Advisor must agree to act under our standard terms of business and cooperate with us at all times. If we disagree over the appointment of an Appointed Advisor then we will agree for another suitably qualified person to decide the matter.
- If we agree to start legal proceedings and the court requires any representative to be legally qualified, or there is a conflict of interest, you may choose a suitably qualified Appointed Advisor. The right of you to choose never applies to Small Claims Court claims unless there is a conflict of interest.
- If the Appointed Advisor refuses to continue acting for you with good reason, you dismiss the Appointed Advisor without good reason, or you withdraw from the claim without our written agreement, cover will end immediately unless we agree to appoint another Appointed Advisor.
- The Appointed Advisor must enter into a Conditional Fee Agreement with you or a Collective Conditional Fee Agreement with us if a claim will be decided in a Court within England and Wales and falls outside the jurisdiction of the Small Claims Court.

### 3 Our consent

We must give our written consent to you to incur any Legal Costs and Expenses. We do not accept any liability for Legal Costs and Expenses incurred without our written consent.

### 4 Settlement

- We have the right to settle the claim by paying the value of your claim.
- You must not negotiate, settle the claim or agree to pay any Legal Costs and Expenses incurred without our agreement.
- If you refuse to settle the claim following:
  - a reasonable offer; or
  - advice to do so from the Appointed Advisor we may refuse to pay further Legal Costs and Expenses.

### 5 Counsel's opinion

We may require you to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports you then the Insurer will pay for the opinion.

### 6 Disputes

If you have a dispute with us about the handling of a claim or the choice of an Appointed Advisor, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitable person we will ask the president of the relevant Law Society to nominate.

### 7 Fraudulent claims

If you make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium.

### 9 Acts of parliament and jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English Law.

### 10 Data protection act

It is agreed by you that any information provided to us and/or the Insurer regarding you will be processed by us and/or the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

### 11 Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.



## General exceptions under this policy

### Classic car user

This policy does not apply when any classic car it covers is:

- being driven or used by anybody who is not allowed to do so under your certificate of motor insurance;
- being used for purposes not shown on your certificate of motor insurance;
- being driven with your permission by anybody you know has never held a driving licence or is disqualified from holding or applying for a driving licence;
- being driven by, or in the charge of, a person who is not complying with the conditions or limitations of their driving licence, unless we must provide cover under the road traffic acts;
- towing a caravan, trailer or broken-down vehicle for payment; or
- towing more than one caravan, trailer or broken-down vehicle at any one time.

### Contracts

This policy does not cover any liability you have under an agreement or contract, unless you would have had that liability anyway.

### War

This policy does not cover any loss or damage caused by war, invasion (whether or not war is declared), revolution, military force, acts of terrorism or other hostile events.

### Radioactivity

This policy does not cover any loss, damage or legal liability caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

### Using your classic car on airfields

We will not pay any claim for events that happen while your classic car is parked or is being driven in any area of an airport or airfield used for:

- moving, taking off or landing aircraft;
- parking aircraft or other ground equipment, and for maintaining and refuelling; or
- customs inspections at passenger terminals.

### Pollution

Unless the law says otherwise, we are not liable for any loss, damage or liability caused by pollution or contamination unless the pollution or contamination is caused by a sudden, identifiable, unexpected and unintended event which happens at one time and place during the period of insurance. We will treat all pollution or contamination which results from one event as having happened at the same time the event took place.

### Fraud

We will not pay any claim and all cover under the policy will end from the date you (or anyone acting for you):

- make a false or exaggerated claim or support your claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss, damage or injury.

### Riot

Apart from events covered under section 1, we will not cover any accident, injury, loss or damage that happens outside Great Britain, the Isle of Man or the Channel Islands that is caused by riot or civil commotion.

### Earthquake

Apart from events covered under section 1, we will not cover any accident, injury, loss or damage caused by earthquakes.

### Use on a racetrack

This policy will not cover loss, damage, injury or liability arising while your classic car is being used on any track, field, circuit or road, including toll roads with no maximum speed limit (such as the Nürburgring), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

### Deliberate acts

This policy will not cover loss, damage, injury or liability arising from any deliberate act by you or someone insured under this policy.

## Conditions that apply to all of this policy

### General

You and anyone else insured must keep to the terms, conditions and endorsements of the policy; if anyone fails to do so, we may not pay your claim.

### Your duty

Whenever you take out or ask us to make changes to your policy, you must take reasonable care to:

- Supply accurate and complete answers to all questions
- Ensure the statements declared on the statement of fact are accurate; and
- Make sure that all other information supplied to us is accurate and complete.

We will treat your policy as if it had not existed and keep any premium paid from the start date or the date that any changes were made to the policy (as the case may be) if you:

- Deliberately or recklessly gave us inaccurate or incomplete information; or
- Did not take reasonable care to give us accurate and complete information, in circumstances where we would not have issued this policy to you at all.

In all other cases, if you fail to exercise reasonable care we may refuse to pay all or part of a claim. If we would have:

- Provided cover to you on different terms, had you provided us with accurate and complete information, then the policy will be treated as if it had contained such terms. In such circumstances, we will only pay a claim if it would have been covered by a policy containing such terms.
- Provided you with cover under this policy at a higher premium, the amount payable on any claim will be reduced proportionately, based on the amount of premium that we would have charged. For example, we will only pay half of the claim, if we would have charged double the premium.

If we discover inaccuracies in any of the information you provided us with which would have made a difference to the premium charged, before any incident which might give rise to a claim has occurred, we may, at our discretion, offer you the option to pay the additional premium in return for us not reducing the amount payable on any future claims under the policy.

### Changes you must tell us about

Please tell us about any changes to your circumstances. If you fail to do so, your policy may not be valid and we may not pay your claim. For example, you must tell us if:

- you want to change the drivers insured under this policy;
- you move house or change the place you keep your classic car;
- you expect to do fewer or more miles each year;
- your name changes (for example, by marriage);
- your driving licence number (DLN) changes;
- you change your classic car or the owner of your classic car changes;
- you change what you use your classic car for (for example, you start using it for business purposes);
- you get a new job (full-time or part-time) or take on a second job;
- you make changes to your classic car (including fitting security devices);
- the condition or specification of your classic car changes (if your classic car is covered on an agreed value basis); or
- you develop any physical or mental health problem that affects your ability to drive.

Please note, this is not an exhaustive list. If you are not sure whether you need to tell us about a change in circumstances, tell us anyway.

### Fraudulent claims

We will not pay any claim if:

- Any claim or part of any claim is fraudulent, false or exaggerated;
- Falsified documentation is submitted in support of a claim; or
- You or any other person who claim under this policy makes a dishonest or false statement to us in support of a claim.

In these circumstances, all cover will be cancelled from the date of the fraud and no premium will be refunded. If we have made a payment we would not otherwise have made you must repay that amount to us.

We may also notify relevant authorities, so that they can consider criminal proceedings.

### How to claim and how to tell us about claims which may be made against us

(In this condition only, you means you, your legal representative or anybody insured under this policy.)

You must give us, as soon as possible, full details of any event that could lead to a claim under this policy. You must not:

- admit an accident is your fault;
- negotiate to settle any claim; or
- offer or promise anything without our permission in writing. You must send us, unanswered, any documents you receive to do with the claim (or any accident or event which may lead to a claim).

If you know about any possible legal action or inquiries that might be carried out, you must tell us immediately in writing. We may, in your name, take over and deal with a claim and try to recover from others any money we have paid out under this policy. At all times you must give us whatever help we need.

### Right of recovery

If the law of any country where you are covered by this policy says we must settle a claim which we would not otherwise have paid, we can ask you (or the person who caused the event) to pay us that amount.

## Conditions that apply to all of this policy

### Other insurance

If you are covered by any other policy for any claim, we will pay only our share of the claim.

### Taking care of your classic car

You must make sure that:

- your classic car is in a roadworthy condition and is safe to drive; and
- you do all you can to keep your classic car and its contents safe.

If your classic car is damaged by something covered under this policy, you must do whatever is necessary to protect your classic car and its accessories from further loss or damage. If we ask, you must let us examine your classic car as long as we give you notice. Your classic car must have a current MOT certificate (if it applies).

### Agreed value

You must send all photographs and valuations that we or your insurer need as evidence of the value of your classic car. If we or they have not received and accepted the photographs and valuations we or they need, any loss or damage to your classic car will be based on the market value of your classic car and not on the agreed value of your classic car.

### Settling disagreements

If we accept your claim under sections 2, 6, 7, 8, 9 or 11 of this policy but we and you cannot agree the amount we should pay, we will pass the matter to an arbitrator to decide. The arbitrator is an independent person who we and you will appoint in line with the law in force at the time. You cannot take legal action against us before the arbitrator makes a decision.

### Cancelling your cover

You can cancel this policy at any time by calling your insurance agent at Classicline. If cover has not yet started we will refund any premium paid in full. If you cancel within the first 14 days, we'll refund you for the time that is left on the policy, providing a claim has not been made under the policy. If you cancel after the first 14 days and as long as you have not made a claim under the policy, nor has an incident occurred which may give rise to a claim, we will refund part of your premium on the following basis.

| Months on cover | Up to 1 | Up to 2 | Up to 3 | Over 3 |
|-----------------|---------|---------|---------|--------|
| Refund          | 60%     | 40%     | 20%     | Nil    |

If a claim has been made you must pay the full annual premium and you will not be entitled to any refund.

In subsequent years, as long as you have not made a claim under the policy or an incident has not occurred which may give rise to a claim, we will refund you for the time that is left on the policy. If a claim has been made you must pay the full annual premium and you will not be entitled to any refund.

We will cancel your policy from the date agreed.

We or agent at Classicline can cancel this policy by sending you seven days' notice to your last known address. The reason for cancellation will be set out clearly in the communication with you. Valid reasons include, but will not be limited to, those listed below;

- Changes to the information detailed on your proposal, statement of insurance or statement of fact, schedule or certificate of motor insurance which result in us no longer wishing to provide cover.
- Where the circumstances of a new claim, or an incident we have become aware of, result in us no longer wishing to provide cover.
- Where we suspect fraud on this or any other related policy.
- Where you, a person acting on your behalf, or any person covered to drive the vehicle uses threatening, intimidating or abusive behaviour or language towards our staff, suppliers or agents acting on our behalf, including your insurance adviser.
- Where any person claiming cover under this policy fails to provide us with any reasonable information we ask for.
- Where a misrepresentation has been made that results in us no longer wishing to provide cover.
- Where we are unable to collect a premium payment due to insufficient funds in the account you have nominated to pay from (notice will be sent to your last known address allowing you an opportunity to rectify the situation, and confirming that a second attempt to collect the payment will be made).
- Where we are unable to collect a premium payment due to a Direct Debit Instruction being cancelled (notice will be sent to your last known address allowing you an opportunity to rectify the situation by reinstating the previous Direct Debit instruction, providing a new Direct Debit instruction or by providing the full outstanding premium).

If you sell or get rid of your classic car, you must tell us immediately. All cover under this policy will stop unless you replace your classic car and give us its details within seven days of getting rid of your previous classic car.

## Making a claim

If your classic car is involved in an accident or has been damaged or stolen, here's what to do.

**UK claims helpline:** 0333 400 8184

**EU claims helpline:** + 44 333 400 8184

Call as soon as possible, you can do this at any time of the day.

### You will need to provide

- your policy/certificate number;
- your personal details and those of the driver; and
- full details of the incident and any other parties involved.

Your claim will be validated and discussed to establish how it can be progressed.

### Getting your classic car repaired

If your classic car can be repaired, we will agree with you how to repair it.

If you want, you can arrange for a repairer you choose to carry out the repairs. If you want to do this, you must send us a detailed repair estimate and full details of the incident before your repairer starts any work.

When your classic car has been repaired, you will need to pay the repairer the excess and any contribution that may apply.

### If your classic car cannot be repaired

If your classic car cannot be repaired, we will call it a total loss and it will become our property. You must send us its registration document (V5 or V5C).

If it is possible to do so, we will immediately move your classic car to a place it can be stored, so please make sure you remove all your belongings from your classic car.

For reasons of safety and to prevent fraud, insurers actively discourage policyholders from keeping a vehicle that has been declared a total loss, and future insurance on these vehicles may not be available.

Before we can deal with your claim as a total loss, you must send us:

- the MOT test certificate (if this applies);
- all sets of classic car keys;
- details of any money you still owe for your classic car; and
- any other documents you may want us to take into account when valuing your classic car (such as your classic car's service history);
- purchase receipt (if available).

If possible, please also send us the receipt for your classic car.

Please send the documents to us direct so we can pay your claim as soon as possible.

We will contact you to agree the market value of your classic car, unless there is an agreed value for your classic car shown on your schedule. From this value we will take off the amount of:

- any excess;
- any outstanding finance; and
- any premium you have not yet paid.

### If your classic car is stolen

If your classic car is stolen and is recovered, but it has been damaged, we will either repair it or treat it as a total loss as described above.

If the car is not recovered we will treat it as a total loss.

We place all claims for a total loss on a register shared by a range of insurance companies. This is to protect us against fraud.

### Personalised number plates

If your classic car is stolen and not recovered, or declared a total loss, you should contact the DVLA as soon as possible to transfer your number plate to a replacement vehicle.

### Claiming for 'uninsured losses'

When you make a claim, any costs which are not included under your policy (such as your policy excess) are known as 'uninsured losses'.

If you have an accident and it is not your fault, you may be able to claim these costs back from the other driver. Before you contact the other driver or their insurers direct you must tell us that this is what you plan to do.

You may have separate insurance that pays the costs of claiming for your uninsured losses. Please check your policy documents.

### Damaged windscreen and glass

If you need to claim for a damaged windscreen or damaged glass, phone the Glassline on 0800 174 764 and show the repairer your current certificate of motor insurance when they repair the glass.

## Privacy notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit:

**Web** [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy)

Or contact us at:

**Address** Data Protection Officer, Ageas House,  
Hampshire Corporate Park, Templars Way,  
Eastleigh, Hampshire, SO53 3YA

**Email** [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

### Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us such information about someone else, you would have confirmed that you have their permission to do so.

### Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

### Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

### Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request we will always let you know our reasons.

## How to make a complaint

### The following procedure applies to all sections of the policy other than Sections 12 and 13

Should there ever be an occasion where you need to complain, we'll do our best to address this as quickly and fairly as possible.

If we can't, then we'll:

- Write to you to acknowledge your complaint.
- Let you know when you can expect a full response.
- Let you know who is dealing with the matter.

In most instances, we'll be able to address your complaint within the first few days of this being notified to us. On occasion, further investigation may be necessary, but we'll provide you with a full written response to your complaint within eight weeks of notification.

If your complaint is about the way your policy was sold to you, please contact ClassicLine Insurance to report your complaint.

If you've a complaint then please contact us on:

**Phone** 0345 122 3018  
**Web** [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints)  
**Address** Customer Service Adviser, Ageas Insurance Limited,  
 Ageas House, Hampshire Corporate Park, Templars Way,  
 Eastleigh, Hampshire, SO53 3YA

### The following procedure applies to Sections 12

Auto Legal Protection Services Limited (ALPS) aim to give our Insured a high level of service at all times. However if you have a complaint about your policy please contact:

**Address** ALPS Road Rescue Complaints, ALPS Limited, Sunnyside Mill,  
 Highfield Road, Congleton, Cheshire, CW12 3AQ  
**Phone** 01260 241555  
**Email** [complaints@alpsltd.co.uk](mailto:complaints@alpsltd.co.uk)

We will contact you within three working days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

### The following procedure applies to Sections 13

If you have a complaint about the motor legal expenses, the staff handling your claim should be able to resolve it by contacting them on:

**Phone** 0870 777 0266

If you are not satisfied with our response you can write to the Customer Relations department at ARAG to review your case. The address is:

**Address** Customer Relations Department, ARAG plc.  
 9 Whiteladies Road, Clifton, Bristol, BS8 1NN  
**Phone** 0844 472 2938  
**Email** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for mutual protection and our training purposes, calls may be recorded. Your complaint will be reviewed as soon as possible with the aims to reach an amicable resolution.

### What to do if you're not happy with our response

In the unlikely event that we haven't responded to your complaint within eight weeks or you're not happy with our final response you have the right to take your complaint onto the Financial Ombudsman Service but you must do so within six months of the date of our final response.

The Ombudsman is an impartial complaints service, which is free for customers to use and taking your complaint to the Ombudsman does not affect your right to take your dispute to the courts.

You can find out more information about how to complain to the Ombudsman online at:

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

Alternatively, you can write to the ombudsman at:

**Address** Financial Ombudsman Service, Exchange Tower, Harbour  
 Exchange Square, London, E14 9SR  
**Phone** 0800 023 4567  
**Email** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if you don't refer your complaint within the six months, the Financial Ombudsman Service won't have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

In the very unlikely event that Ageas was to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme contact:

**Phone** 0800 678 1100 or 020 7741 4100  
**Web** [www.fscs.org.uk](http://www.fscs.org.uk)



# What to do if you have an accident

If your classic car is involved in an accident or has been damaged or stolen, here's what to do.

**UK claims helpline:** 0333 400 8184

**EU claims helpline:** + 44 333 400 8184

Call as soon as possible, you can do this at any time of the day.

The following guidelines will help us to help you with your claim.

## 1 Stop your classic car if you

- have an accident with another vehicle;
- hit a pedestrian;
- hit certain animals (for example, farm animals or dogs); or
- hit another person's property.

It is against the law to drive away.

## 2 Exchange all details

Make sure you get:

- the names, phone numbers and addresses of everyone involved (including any witnesses);
- the details of their insurance companies (including names and policy numbers if the people know them); and
- the registration numbers of the vehicles involved.

## 3 Show your certificate of motor insurance

- If someone is injured in the accident, you must show your certificate of motor insurance to anyone who has a good reason for asking to see it.
- You must also tell the police within 24 hours of the incident, and also show them your certificate of motor insurance.

## 4 Do not admit blame or offer any payment

Accidents are stressful, but it is essential that you do not:

- admit blame; or
- make any offer of payment;

as it could make it more difficult for us to manage your claim and may also affect your rights.

Please tell us if any other person admits the accident was their fault.

## 5 Write down all the facts

Write down all the facts of the accident as soon as possible, no matter how trivial the fact may seem at the time – these facts may help us prove your case.

- If possible, take a photo of the scene and any damage.
- If you do not have a camera, draw a diagram of the scene. Show as much detail as you can – for example, the position of all the vehicles involved (before and after the accident), road names, road signs and markings, the width of the road, skid marks, where the witnesses were, and anything that was blocking your and other people's views.
- Write down what the weather was like, including whether it affected visibility (for example, fog) and the condition of the road.
- If anyone is injured, write down their name and their injury.

## 6 Letters and documents

You must send us all letters and documents you receive to do with the accident. Do not answer them yourself. Do not try to deal with any claim unless we have agreed this with you.

## 7 Theft

If your classic car or its contents are stolen, you must report it to the police as soon as possible.

## 8 Note

It will help speed up your claim if you have all your documents to hand when you make your claim, such as your:

- certificate of motor insurance;
- driving licence;
- vehicle registration document (V5 or V5C); and
- MOT test certificate (if this applies).

We will then guide you through the claims process.

### Ageas Insurance Limited

Registered address:

Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

[www.ageas.co.uk](http://www.ageas.co.uk)

Registered in England and Wales No 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number 202039.