

## Specialist vehicle.

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A combined policy wording for the ERS Specialist Vehicle insurance policy, UK & EU breakdown cover and motor legal expenses cover



# Need to make a claim?



—  
0330 123 5992

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

Please add this number to your mobile phone  
For more information on how to make a claim please read page 7

# Welcome

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Firstly, we would just like to thank you for your business and for choosing the ClassicLine Combined Specialist Vehicle policy, underwritten by ERS. 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*

## The agreement

This insurance is written in English and any communications we send you about it will be in English.

The law of England and Wales will apply to this contract unless:

- you and we agree otherwise; or
- at the start date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law of that area of jurisdiction will apply.

The information you have supplied us has been relied upon by us in offering this contract of insurance.

This policy document, Certificate of motor insurance, schedule, any schedule of endorsements form the contract of insurance between you (the insured) and ERS.

You should read all parts of the contract as one document. Please remember to read the contract carefully, including all terms, conditions and exceptions to ensure it meets your needs.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

**Martin Hall**  
Active Underwriter

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# Definitions

## Accessories

Parts added to your vehicle that do not affect its performance.

## Agreed value

If your vehicle is stolen and not recovered or is a total loss, we will pay the amount shown on your schedule and not the market value. If your vehicle has been accepted on an agreed value, this will be shown on your schedule. If we ask you to, you must supply a valuation certificate from ClassicLine, a recognised independent or a specialist car club, together with six recent photographs of your vehicle.

## Appointed advisor

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

## Approved repairer

A motor vehicle repairer which is a member of our approved repairer network and is authorised by us to repair the insured vehicle after a valid claim under Section 2 of this insurance.

## Breakdown

Mechanical or electrical breakdown (failures or breakages), or damage that is caused by an accident, vandalism, fire or theft and results in you not being able to drive your vehicle.

## Certificate of motor insurance

A document which is legal evidence of your insurance and which forms part of this document, and which you must read with this document.

## 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.

## Courtesy car

A Group B (small standard private car) or PV1 (small car-derived van or similar) vehicle loaned to you by our approved repairer whilst the insured vehicle is being repaired after a valid claim under Section 2 of this insurance. **Note:** A courtesy car is intended to keep you mobile. It is not necessarily a like for like replacement of your vehicle. All courtesy cars are subject to the driver meeting the terms and conditions of hire from the approved repairer.

## Endorsement

Change in the terms of the insurance which replaces the standard insurance wording, and is printed on, or issued with, the current schedule and current schedule of endorsements.

## ERS

Is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only legally responsible for their own share of the risk and not for any other's share. You can ask us for the names of the underwriters and the share of the risk each has taken on.

## European Union

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

## Excess

A contribution by you towards a claim under this insurance.

## Home

The place where your vehicle is normally kept.

## 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 vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss. ERS decide this amount.

## Period of insurance

The cost of replacing your vehicle with another one of the same make, model and specification and of similar age, mileage and condition at the time of an accident or loss.

## Reasonable care

You must take reasonable steps to keep your vehicle in a roadworthy condition and ensure you have a current and valid MOT certificate or any other documentation required under current legislation.

## 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.

## Road

Any place which is a road for the purpose of any compulsory motor insurance law that operates in the United Kingdom.

## Schedule / Policy schedule

The document showing the vehicle we are insuring and the cover which applies. To be read in conjunction with the Schedule of Endorsements.

## Schedule of endorsements

The document showing endorsements that apply. To be read in conjunction with the policy schedule.

## Small claims court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.

## Territorial limit

The United Kingdom, Channel Islands, Isle of Man and countries in the European Union.

## Trailer

A trailer, semi-trailer or container used for carrying goods but which cannot be driven itself.

## United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

## We, us

ERS 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

The person named as 'the insured' on the schedule, or as 'the policyholder' on any certificate of motor insurance or renewal notice applying to this insurance.

## Your vehicle, the insured vehicle

Any vehicle shown on the schedule or described on the current certificate of motor insurance (and under section 1 only, an attached caravan or trailer).

## Making a claim

Nobody likes having to make a claim. But by following these two simple steps you can make sure it goes smoothly:

- Tell us about the claim as soon as you can. If applicable, please call us from the scene of the accident if it's safe to do so.
- Take photographs of any damage to the vehicles involved.

### Claims helpline

**UK helpline: 0330 123 5992**

- Call this number if you need to report an accident, fire or theft claim.
- We're open 24 hours a day, 365 days a year. Our expert staff will take down the details, and help you get back on the road as soon as possible.
- If your claim is due to theft, attempted theft, malicious damage or vandalism, you should also notify the Police and obtain a crime reference number.

### Windscreen helpline

**Windscreen helpline: 0345 602 3378**

- Call this number if you want to report a windscreen claim.
- We're open 24 hours a day, 365 days a year.

#### You can count on us for all this:

- A market-leading customer experience.
- A specialist team to handle your claim.
- A network of approved suppliers to get you back on the road quickly.
- Fraud prevention to keep your premiums low.
- Positive handling of third-party claims to keep costs down.
- Sophisticated tools to help claims go smoothly.

### Repairing your vehicle

If your insurance covers damage to your vehicle, we can talk you through the options for getting it repaired.

We'll take care of everything:

- If your vehicle can't be driven we will arrange for roadside recovery.
- We'll collect the vehicle from you and deliver it back to you after the repairs.
- Repairs can be arranged at our approved repairers network or a garage of your choice in the UK, provided that's the best option for you.
- An expert claim handler will manage your claim for you.

**We want to get you back on the road as soon as possible.**

### Keeping your vehicle safe

**Please make sure your vehicle is locked and the keys are in a safe place.**

Your insurance won't cover loss of your vehicle or its contents by theft or attempted theft, or if it's been taken by an unauthorised person if:

- it was left unlocked;
- it was left with the keys (or any form of keyless entry / ignition control device), in or on it; or
- reasonable precautions were not taken to protect it.

### If someone makes a claim against you

There are a few simple steps you can take to try to reduce the amount of any claim against you, and to protect yourself against fraudulent claims.

#### Don't apologise or admit it was your fault

- Make sure to take the other person's details, including:
  - their name, address and contact number;
  - the registration number and make and model of their vehicle; and
  - their insurer's name and policy number.

#### Take photos of:

- Any damage to their vehicle.
- Any damage to your own vehicle.
- The scene of the accident, as long as it's safe to do so.

#### Make a note of:

- Any injuries to anyone involved.
- The number of passengers in the other vehicle.
- The name, address and contact number of any witnesses.
- The name and number of any police officer who attends the scene of the accident.
- Any unusual behaviour from the other person and the direction they take when they leave the scene.

## Cover

### The insurance cover you have

Your schedule shows you what cover you have. The different types of cover are listed below together with the sections of the policy that apply.

Section	Description	Comprehensive	Laid Up
1	Liability to others	Yes	No
2	Loss of or damage to your vehicle	Yes	Yes
	Accidental damage	Yes	Yes
	Malicious damage	Yes	Yes
	Fire	Yes	Yes
	Flood	Yes	Yes
	Theft	Yes	Yes
	Vandalism	Yes	Yes
	Windscreen	Yes	No
3	Medical expenses	Yes	No
4	Personal accident	Yes	No
5	Personal belongings	Yes	No
6	Loss of keys and replacing locks	Yes	No
7	Child seat	Yes	No
8	Foreign use	Yes	No
9	Inflatable storage device	Yes	Yes
10	Trailers	Yes	No
11	Garage	Yes	No
12	Roadside assistance	Yes	No
13	Motor legal protection	Yes	No

The General Terms, Conditions and Exceptions apply to all sections of the policy.

**Important:** You can only have Laid Up cover if your vehicle is declared SORN (officially off the road) with the DVLA and is not being used.





## Section 1

# Liability to others

### Driving your vehicle

We will provide insurance for any accident you have while you are driving, using or in charge of your vehicle or while you are loading or unloading it.

We will insure you for all amounts you may legally have to pay for causing death or injury to other people.

The most we will pay for property damage is £20,000,000 for any claim or claims arising out of one incident.

We will pay up to £5,000,000 for any costs and expenses arising out of a claim or claims arising from one incident.

If there is a property-damage claim made against more than one person covered by this insurance, we will first deal with any claim made against you.

### Driving other vehicles

We will also provide the cover shown above (if this is shown on your certificate of motor insurance), to drive any private car that you do not own and have not hired under a hire-purchase or leasing agreement - as long as you have the owner's permission to drive the car.

You are not insured against:

- any loss or damage to the vehicle you are driving;
- any event which happens outside of the United Kingdom;
- any legal responsibility if you no longer have the insured vehicle;
- any event which happens when this insurance is not in the name of an individual person;
- any legal responsibility unless the vehicle is insured against third party road risks, in its own right; or
- securing the release a vehicle that has been seized by or on behalf of the police or any public or local authority.

### Other people driving or using your vehicle

In the same way you are insured, we will also cover the following people.

- Any person you allow to drive or use your vehicle, as long as this is allowed by your current certificate of motor insurance and has not been excluded by an endorsement, exception or condition.
- Any passenger who has an accident while travelling in or getting into or out of the insured vehicle, as long as you ask us to cover the passenger.

### Legal personal representatives

After the death of anyone who is covered by this insurance, we will deal with any claim made against that person's estate, as long as the claim is covered by this insurance.

### Business use

If your certificate of motor insurance allows business use, we will insure your employer or business partner against the events shown above under 'Driving your vehicle' while you are working for that employer or partner, but not while using a vehicle provided by the employer or partner unless that vehicle is shown on your schedule.

### Legal costs

In respect of any event which is covered under this Section, if we first agree in writing, we will arrange and pay:

- solicitor's costs if anyone we insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;
- the costs for legal services to defend anyone we insure against any prosecution arising from any death; and
- all other legal costs and expenses we agree to.

The most we will pay for legal costs is £35,000 for any claim or claims arising out of one incident.

### Emergency medical treatment

Where we must provide cover under the Road Traffic Act, we will pay for emergency medical treatment that is needed after an accident involving any vehicle which this insurance covers.

This cover only applies in the United Kingdom and where we must provide it under the Road Traffic Acts.

### Towing

Under this section we will insure you while any vehicle covered by this insurance is towing a caravan, trailer or a broken-down vehicle (as allowed by law).

We will only provide this cover if:

- the caravan, trailer or broken-down vehicle is properly secured to your vehicle by towing equipment made for the purpose; and
- the method of towing the caravan, trailer or broken-down vehicle stays within the manufacturer's recommended towing limits and any other relevant law.

We will not pay any claim arising from:

- loss of or damage to the towed caravan, trailer or broken-down vehicle;
- loss of or damage to any property being carried in or on the towed caravan, trailer or broken-down vehicle;
- a caravan, trailer or broken-down vehicle being towed for reward;
- towing more trailers than the number allowed by law; or
- if more than one caravan or broken-down vehicle is being towed at any one time.

### Exceptions to Section 1

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

- 1 Anyone who can claim for the same loss from any other insurance.
- 2 Loss of or damage to property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.
- 3 Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.
- 4 Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.

This exception:

- relates to contamination or pollution caused directly or indirectly by any substance, liquid, vapour or gas leaking or being released; and
- includes contamination or pollution of any building or other structure, water, land or the air.

We will not pay for claims arising directly or indirectly from contamination or pollution if it is caused by any substance, liquid, vapour or gas being deliberately released or leaks caused by the failure to maintain or repair your vehicle, or any part of it.

- 5 Death, bodily injury or damage arising as a result of loading or unloading your vehicle somewhere other than on the road by anyone apart from the driver or attendant.



## Section 2

# Loss of or damage to your vehicle

### This cover only applies to your vehicle

We will insure your vehicle against loss or damage (less any excess that applies) caused by:

- accidental or malicious damage, flood damage or vandalism;
- fire, lightning, self-ignition and explosion; or
- theft or attempted theft, or taking your vehicle away without your permission.

### For a claim under this section we may either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item; or
- replace the lost or damaged item.

### The most we will pay will be either:

- the market value of your vehicle (including its accessories) immediately before the loss up to the value shown on your schedule, or, if it applies, the agreed value shown on your schedule; or
- the cost of repairing your vehicle;

whichever is less.

We will not pay the cost of any repair or replacement which improves your vehicle or accessories to a better condition than they were in before the loss or damage. If this happens, you must make a contribution towards the cost of repair or replacement.

We will not pay the VAT element of any claim if you are registered for VAT.

### Excesses

If an excess is shown on your schedule, you have agreed to pay that amount for each incident of loss or damage.

If more than one vehicle is insured on your policy and they are involved in the same incident, the excess shown on your schedule will apply to each vehicle separately.

### Windscreen damage (comprehensive cover only)

You may claim for damage to your vehicle's windscreen or windows and for any bodywork scratched by broken glass from the window or windscreen.

The helpline number is 0345 602 3378.

This benefit does not apply to damaged sun roofs, roof panels, lights or reflectors whether glass or plastic.

The following excesses apply to a windscreen claim but there is no limit on the cost of the windscreen:

- If your windscreen is replaced by our approved supplier, you must pay the first £75 of any claim.
- If your windscreen is repaired by our approved supplier, you must pay the first £10 of any claim.
- If your windscreen is repaired or replaced by any other company, you must pay the first £125 of any claim.

If the only claim you make is for broken glass in your vehicle's windscreen or windows, including bodywork scratched by the breakage, it will not affect your no claim bonus

### Extra excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced driver (including yourself) is driving, you will have to pay the first amount of any claim as shown below. This is on top of any other excess that you may have to pay.

Drivers	Amount
Under 21 years of age	£300
Aged 21 to 24 years	£200
Aged 25 years or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by any country which is a member of the European Union.	£200

These amounts do not apply if the loss or damage is caused by fire or theft.

### Recovery and redelivery

After any claim under this section we will pay the cost of moving your vehicle from the place where the damage happened to the premises of the nearest competent repairer. We will also pay the cost of delivering your vehicle back to you in the United Kingdom after repair.

Do not try to move your vehicle yourself if this could increase the damage. If unnecessary damage is caused as a result of your attempts to move your vehicle, we will not pay any extra cost arising from that damage.

All arrangements for storage of a damaged vehicle must be agreed by us. If you arrange storage without our prior knowledge and consent we will not pay any extra cost arising from that arrangement where this is greater than the cost we negotiate with our approved supplier.

### Repairs

If your vehicle is damaged in any way which is covered by this insurance, you should contact us immediately. We can, if you wish, organise for our approved repairers to repair your vehicle.

Where your vehicle does not exceed 3.5 tonne GVW, (and subject to using our approved repairer for the repair of your vehicle), our approved repairer, will, upon request and subject to availability, supply you with a courtesy car for the duration of the vehicle repair or until your policy expires, whichever is the sooner.

If your vehicle cannot be driven safely, you should allow us the opportunity of moving it to the premises of an approved repairer or repairer of your choice if previously agreed by us.

If repairs are completed without our prior knowledge and consent this may affect the amount we pay in final settlement of your claim. In all circumstances, any party handling repairs to an insured vehicle should retain for our inspection: a fully costed estimate, all damaged parts and images of the damaged areas of the insured vehicle.

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under this Section.

We may arrange for your vehicle to go to a repairer we choose if we cannot reach an agreement with the repairer over costs.

We may use recycled or non-original parts and equipment when repairing your vehicle.

## Section 2

# Loss of or damage to your vehicle

### Total loss (write-off)

If the cost of repairing your vehicle is greater than the market value of your vehicle, we will offer you an amount in settlement of your claim. The insurance for your vehicle will end when you accept that offer.

If your insurance covers more than one vehicle, it will remain in force for any vehicles that have not been declared a total loss.

When deciding whether your vehicle is a total loss, we use the Association of British Insurers (ABI) Code of Practice for the Disposal of Motor Vehicle Salvage.

**Category A:** Scrap only - Your vehicle suffers extensive damage with few or no salvageable parts and is of value as scrap metal only.

**Category B:** Break for spare parts - Your vehicle should not be repaired e.g. heavy damage, bent chassis.

**Category C:** Repairable - Your vehicle can/should be repaired but repairs exceed your vehicle's pre-accident value.

You will not receive a refund of premium if your insurance ends due to the total loss of your vehicle. If your vehicle is classed as a category C total loss, you may retain your vehicle and the policy will, at your request, continue.

Any settlement will be less any excess and less the value of the salvage.

The value of the salvage will be determined by us.

Should your vehicle be involved in a further incident, we will not provide any cover unless you can evidence that your vehicle had been restored to its pre total-loss condition before this incident.

If we ask, you must send us your vehicle registration document (V5c), MOT certificate, the purchase receipt for the vehicle, all keys and any other relevant documentation before we agree to settle the claim.

Once we have made a payment, your vehicle becomes our property unless we agree otherwise. You may keep the salvage if your vehicle is over 20 years of age.

If the vehicle belongs to someone else, we will normally pay an amount to the vehicle's owner for the total loss of the vehicle.

If there is any outstanding loan or finance on your vehicle, we may pay the finance company up to the amount of the outstanding loan or finance first. If our estimate of market value is more than the amount you owe them, we will pay you the rest. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

If your vehicle is leased or on contract hire, we may pay the leasing or contract-hire company first. If our estimate of the market value is more than the amount you owe the leasing or contract-hire company, the amount we pay them will settle the claim. If our estimate of the market value is less than the amount you owe, you may have to pay them the balance.

When working out the value of the vehicle we may take into account any discount on the manufacturer's recommended retail price that you received when you purchased the vehicle.

### Audio, visual, communication, guidance or tracking equipment

The cover provided by this policy includes loss of, or damage to, permanently fitted audio, visual, communication, guidance or tracking equipment that formed part of your vehicle when it was originally made.

We will pay up to £500 for any permanently fitted equipment that was not part of your vehicle when it was originally made.

### When your vehicle is being serviced

The cover provided under this section will still apply when your vehicle is being serviced or repaired. While your vehicle is in the hands of the motor trade for a service or repair, we ignore any restrictions on driving or use (as shown on your certificate of motor insurance).

### Dismantled parts

We will pay up to the value of your vehicle for parts taken from your vehicle which are kept in a locked building at the address shown on your proposal form or statement of facts, or another address we agree to.

### Cherished Number Plate

If, as a result of a valid total loss/theft claim under this policy, you are totally and irrevocably deprived of the use of the cherished registration number attached to the insured vehicle, we will pay (up to a maximum of £10,000) the amount equal to the value determined by a member of the Cherished Numbers Dealers Association. We will not be liable for losses occasioned by or happening through any of the following scenarios:

- Your permanent disqualification from driving.
- Confiscation, seizure or detention by Customs, or other officials or authorities.
- If you or any company you are associated with is in liquidation or bankrupt.

Should the number be re-issued by the DVLA, the entitlement to use the number will transfer to us.

### Exceptions to Section 2

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

- 1 The amount of any excess shown on your schedule.
- 2 Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).
- 3 Wear and tear.
- 4 Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.
- 5 Your vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.
- 6 Repairs or replacements which improve the condition of your vehicle.
- 7 Damage to tyres, unless caused by an accident to your vehicle.
- 8 Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.
- 9 Loss of or damage to accessories unless they are permanently attached to your vehicle.
- 10 Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom. (This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents in the United Kingdom).
- 11 Loss of or damage to your vehicle as a result of deception.
- 12 Loss resulting from repossessing your vehicle and returning it to its rightful owner.
- 13 Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:
  - it has been left unlocked (if locks are fitted to your vehicle);
  - it has been left with the keys (or any form of keyless entry / ignition control device), in it or on it; or
  - you have not taken reasonable precautions to protect it.
- 14 Loss of or damage to your vehicle resulting from a member of your immediate family, or a person living in your home, taking your vehicle without your permission, unless that person is convicted of theft.
- 15 Loss of or damage to any vehicle which you are driving or using that does not belong to you, is not being bought by you under a hire-purchase agreement or is leased to you (unless that vehicle is shown on your schedule).
- 16 Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.

### Section 3

## Medical expenses

We will pay up to £500 for each person for the medical expenses of anyone who is injured while they are in your vehicle as a result of an accident involving your vehicle.

You will not have to pay an excess for any claim under this section.

### Section 4

## Personal accident benefits

We will pay the following amounts if you or your husband, wife or civil partner is involved in an accident and within three months of that accident it is the only cause of death or injury.

	Payout
Death	£7,000
Loss of any limb	£5,000
Permanent loss of sight in one or both eyes	£5,000

The most we will pay in any period of insurance is £7,000.

To get a payment, the injury or death must:

- be directly connected with an accident involving your vehicle; or
- have happened when you or your husband, wife or civil partner were travelling in, or getting into or out of, any other private motor vehicle.

We will make the payment to you or your legal personal representative.

If you or your husband, wife or civil partner have any other insurance with us, we will only pay out under one contract.

This personal accident benefit does not apply to:

- anyone who is 70 or older at the time of the accident;
- death or bodily injury caused by suicide or attempted suicide; or
- any incident unless the insurance is in an individual's name.

You will not have to pay an excess for any claim under this section.

### Section 5

## Personal belongings

We will pay up to £300 for personal belongings in or on your vehicle if they are lost or damaged because of an accident, fire, theft or attempted theft.

This personal belongings cover does not apply to:

- money, stamps, tickets and documents;
- goods or samples connected with the work of any driver or passenger;
- property insured under any other contract;
- child seats or child booster seats;
- wear and tear;
- theft of any property which is in an open or convertible vehicle, unless it is kept in a locked luggage compartment; or
- theft of any property where the vehicle was not locked.

You will not have to pay an excess for any claim under this section.

### Section 6

## Loss of keys and replacing locks

We will pay up to £500 if the keys for your vehicle are lost or stolen and have not been recovered. We will pay the cost of replacing the entry key and transponders, ignition and steering locks that can be opened or operated with the lost items. This applies as long as:

- you let the police know about the loss as soon as it is discovered; and
- the address where your vehicle is kept would be known to any person who has your keys or lock transponder.

You will not have to pay an excess for any claim under this section and it will not affect your no claim bonus.

### Section 7

## Child seats

We will pay up to £150 to replace a child seat or child booster seat that was in your vehicle at the time of an accident or theft covered under section 2 of this policy. We will provide this cover even if there is no visible damage to the seat.

You will not have to pay an excess for any claim under this section.

## Section 8

### Foreign use

We will provide the minimum insurance needed by the relevant law to allow you to use your vehicle:

- in any country which is a member of the European Union;
- in any other countries which have made arrangements to meet the insurance conditions of, and are approved by, the Commission of the European Union;
- while your vehicle is being transported (including loading and unloading), between ports in countries where you have cover, as long as your vehicle is being transported by rail or by a recognised sea route of not more than 65 hours; and
- we will provide the cover shown on your schedule when you visit any country which is a member of the European Union, Andorra, Iceland, Norway, Serbia or Switzerland (including Liechtenstein). There is no limit on the number of trips you make in any period of insurance but each trip must be for no more than 90 days.

This cover only applies if your visit to these countries is temporary and your permanent home is in the United Kingdom.

#### Extra cover

If you want to travel to any other country, or want to extend the 90-day limit on any one trip, you must contact ClassicLine. If we agree to extend your cover, and you pay any extra premium that we ask for; we will extend your insurance to apply in any country for which we have agreed to provide cover.

#### Customs duty and other charges

If your vehicle suffers any loss or damage covered by this insurance, and your vehicle is in any country which we have agreed to provide cover for, we will:

- refund any customs duty you have to pay after temporarily importing your vehicle into any of the countries where you have cover;
- refund any general average contributions and salvage charges you may have to pay while your vehicle is being transported by a recognised sea route; and
- pay the cost of delivering your vehicle to you at your address in the United Kingdom after the repairs have been made if your vehicle cannot be driven because of any loss or damage

## Section 9

### Inflatable storage device

We will pay up to £500 if your inflatable storage device is lost or damaged because of a fire, theft or attempted theft.

An inflatable storage device is a protective cover for your vehicle which is inflated by battery or mains power.

## Section 10

### Trailers

We will pay up to £5,000 for theft or physical damage to a trailer or non-motorised Horsebox, which you or a named insured person owns or are legally responsible for and which is no more than 4.6 metres (15 feet) in length, during the period of insurance, whether it is attached to an insured vehicle or not.

We do not provide this additional cover if the loss is covered by another policy. Proof of ownership of a trailer will need to be provided for this cover to apply.

## Section 11

### Garage

We will pay up to £2,500 for damage to your garage caused by fire or explosion, if:

- your vehicle is in the garage at the time; and
- the garage is not insured under any other insurance

You will not have to pay an excess for any claim under this section.

## 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 14

### 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 terms

### No claim bonus

This insurance does not use a No Claims Bonus scale for the purposes of rate setting.

A no claims bonus cannot be earned under this insurance.

### Changing or adding a vehicle to this insurance

If you change the vehicle covered by this insurance or need cover for an extra vehicle (including a temporary vehicle), please contact ClassicLine to discuss your requirements. If cover is agreed, ClassicLine will let you know about any change in premium and arrange for a new set of policy documents to be issued.

### Emergency medical treatment

Any payments we make for emergency medical treatment will not affect your no claim bonus.

### Limited mileage condition

The cover for your vehicle is based on the annual mileage which you chose on your proposal form or the annual mileage shown on your statement of facts. You must tell us if the annual mileage will be more than this figure because it may affect the cover provided.

### Agreed value

Where an agreed value applies, we will offer a claim settlement based on the last valuation we agreed, not the value of your vehicle at the time of the claim.

### Payments for journeys (car sharing)

You can accept payments from passengers in your vehicle if you are giving them a lift for social or other similar purposes. Accepting these payments will not affect your insurance cover if:

- your vehicle cannot carry more than nine people (including the driver);
- you are not carrying the passengers in the course of a business of carrying passengers; and
- the total of the payments you receive for the journey does not provide a profit.



## General exceptions

Your insurance does not cover you for:

### Drivers and use

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being:

- used for a purpose for which your vehicle is not insured;
- driven by or is in the charge of anyone (including you) who is not mentioned on the certificate of motor insurance as a person entitled to drive or who is excluded by an endorsement;
- driven by or is in the charge of anyone (including you) who is disqualified from driving, does not hold a valid driving licence in line with current law or has never held a licence to drive your vehicle, does not keep to the conditions of their driving licence or is prevented by law from having a licence (unless they do not need a licence by law);
- used on any race track, race circuit or toll road without a speed limit (such as the Nurburgring);\*
- used for racing or pacemaking, used in any contest (apart from treasure hunts, road safety and non-competitive rallies); or speed trial or is involved in any rigorous reliability testing.\*

### Construction and use

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used to carry:

- more passengers than the maximum seating capacity for the insured vehicle as set by the vehicle manufacturer; or
- passengers in a manner likely to affect the safe driving and control of your vehicle; or
- any load which is greater than the maximum carrying capacity as set by the vehicle manufacturer or if applicable; any plated weight limit of the insured vehicle.

### Airfields

Any legal responsibility, loss or damage (direct or indirect) arising while any vehicle covered by this insurance is being used in or on a restricted area (areas to which the public do not have free vehicular access) of an airport, airfield or aerodrome. We will not pay for any claim concerning an aircraft within the boundary of the airport, airfield or aerodrome except where we need to provide the minimum insurance required by the Road Traffic Act.

### Hazardous goods

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from carrying any dangerous substances or goods for which you need a licence from the relevant authority (unless we need to provide cover to meet the minimum insurance needed by law).

### Sonic bangs

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects.

### Criminal acts

Any legal responsibility for loss or damage (direct or indirect) caused whilst your vehicle is used by anyone insured under this insurance:

- in the course or furtherance of a crime; or
- as a means of escape from, or avoidance of lawful apprehension.

### Deliberate acts

Any legal responsibility for loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone insured under this insurance.

### Excess

The amount of any excess shown within this policy document and / or on your schedule.

### Other contracts

Any legal responsibility, loss or damage (direct or indirect) that:

- is also covered by any other insurance;
- you have accepted under an agreement or contract unless you would have had that responsibility anyway; or
- happens outside the United Kingdom, other than where we have agreed to provide cover. (Please refer to the Foreign Use section of this policy document).

### Jurisdiction

Any proceedings brought against you, or judgment passed in any court outside the United Kingdom, unless the proceedings or judgment arises out of your vehicle being used in a foreign country which we have agreed to extend this insurance to cover.

### Earthquake, riot, war and terrorism

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from:

- an earthquake;
- the result of war, riot, civil commotion, revolution or any similar event elsewhere than in Great Britain, the Channel Islands or the Isle of Man (unless we need to provide cover to meet the minimum insurance needed by law); or
- acts of terrorism, as defined in the UK Terrorism Act 2000, unless we need to provide the minimum insurance required by the Road Traffic Act.

### Nuclear/radioactive contamination.

Any legal responsibility, loss or damage (direct or indirect) 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; or
- the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment.

### Sonic Bangs

Any legal responsibility, loss or damage (direct or indirect) caused by, contributed to or arising from pressure waves caused by aircraft or other flying objects.

\* These covers may be available upon request. Please enquire with ClassicLine for Terms and Conditions

# General conditions

## Your responsibilities

Your premium is based on the information you gave at the start of the insurance and when it is renewed.

You are responsible for the information you or your appointed representative has provided to us. You should ensure that the information provided is, as far as you know, correct and complete.

If you have failed to give us complete and accurate information, this could lead to us changing the terms of your policy, refusing your claim or the insurance not being valid.

You must, if requested, provide us with all relevant information and documentation in relation to this insurance.

The vehicle must have an MOT (unless exempt), be taxed, insured and registered in the UK and you must:

- take all reasonable steps to protect your vehicle from loss or damage;
- maintain your vehicle in a roadworthy condition; and
- let us examine your vehicle at any reasonable time.

## Changes to your details

You must tell us immediately about any changes to the information you have already provided. Please contact ClassicLine if you are not sure if information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all.

Here are some examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles and any temporary vehicles).
- All changes you or anyone else make to your vehicle if these make your vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose for which you use your vehicle.
- A new main user of your vehicle.
- Details of any driver you have not told us about before, or who is not specifically entitled to drive by the certificate of motor insurance or is excluded by an endorsement, but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you (or anyone who is entitled to drive under this insurance) are driving anyone else's vehicle.

## Changes to your details

- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether or not the driving licence has been restricted.

## Claim notification

After any loss, damage or accident you must give us full details of the incident as soon as possible.

You must send every communication about a claim (including any writ or summons) to us without delay and unanswered. You must also tell us if you know about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this insurance.

You must give us any information, documentation and help we need to help us deal with your claim. We will only ask for this if it is relevant to your claim.

You are required to notify us of a claim within 72 hours of its occurrence. If you fail to do this, or otherwise prejudice our position, we reserve the right to seek recovery of any additional costs incurred due to your action or failure to act.

## Claim requirements – rights and obligations

If a claim is made which you or anyone acting on your behalf knows is false, fraudulent, exaggerated, or provides false or stolen documents to support a claim we will not pay the claim and cover under this insurance will end.

If there are a number of claims for property damage arising out of any one cause, we may pay you up to the maximum amount due under section 1. (We will take from this amount any amounts we have already paid as compensation.) When we pay this amount, we will withdraw from any further action connected with settling these claims. We will cover any legal costs and expenses paid with our permission, up to the time we withdraw from dealing with the claims.

You must not admit to, negotiate on or refuse any claim unless you have our permission.

We can:

- take over, carry out, defend or settle any claim; and
- take proceedings (which we will pay for, 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.

If we refuse to provide cover because you have failed to provide information or provided incorrect information, but we have a legal responsibility to pay a claim under the Road Traffic Acts, we can settle the claim or judgment without affecting our position under this policy. We can recover any payments that we make from you.

If you fail to provide all requested information, documentation and evidence of claim damage, we reserve the right not to pay for damages under Section 2 of this policy document.

## Compulsory Insurance laws

If, under the law of any country which this insurance covers you in, we must settle a claim which we would not otherwise have paid, we may recover this amount from you or from the person who made the claim.

## Arbitration

If we accept your claim, but disagree with the claim amount, the matter will be passed to an independent arbitrator (to whom we must both agree). When this happens, the arbitrator must make a decision before you can start proceedings against us.

## Cancellation

### “14 days cooling off period”

If this insurance does not meet your needs, you may cancel it, without giving reason, by contacting ClassicLine within 14 days of the policy start date and declare your requirement to cancel.

We will make a charge equal to the period of cover you have had but this will be subject to a minimum amount of £25 (plus insurance premium tax (IPT) where applicable), except where an incident has occurred which may give or has given rise to a total loss claim, in which case the full annual premium will be payable to us.

The 14-day period applies to new policies and the renewal of existing policies.

### Outside “14 days cooling off period”

If no claims have been made during the current period of insurance, we will refund the proportional (pro-rata) amount of the premium which applies to the remaining period of insurance, less a premium charge of £25 (subject to insurance premium tax (IPT) where applicable).

Refunds will be passed to ClassicLine who will deduct any fees or administration charges you have agreed with them under your Terms of Business agreed with them.

Under Sections 12 and 13 there is no return of premium outside of the 14-day cooling off period.

If any claim has been made in the current period of insurance, you must pay the full annual premium and you will not be entitled to any refund.

You may cancel this insurance by declaring to ClassicLine, your requirement to cancel.

We or ClassicLine may cancel this insurance by sending seven days’ notice, in writing, to your last known address.

Your insurance may be cancelled because:

- you have not paid when due, a premium on an instalment plan;
- you or anyone else covered by this insurance has not met the terms and conditions of the insurance;
- you have not provided documentation requested by us or ClassicLine (such as a copy of your driving licence or evidence of no claim bonus);
- a change in your circumstances means we can no longer provide cover;
- you misrepresent or fail to disclose information that is relevant to your insurance; or
- you harass any member of our staff or show abusive or threatening behaviour towards them.

This is not an exhaustive list.

## Misrepresentation

Where we identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this insurance to which you are not entitled, we may apply one or more of the remedies listed below:

- Agree with you to: amend your policy to record the correct information, apply any required change in; premium, policy terms and conditions.
- Apply any administration costs.
- Reject or pay only a proportion of your claim.
- Cancel the policy.
- Void the policy (which means to treat the policy as though it never existed).
- Not return to you any premium paid.



## Complaints

### Our promise to you

We aim to provide a first class service. If you have any reason to complain about your insurance policy, or us, the complaints procedure is as follows.

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

The first step is to contact the dedicated complaint handling department at ERS who will review your case. The contact details are as follows:

**Address** ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW  
**Phone** 0345 268 0279  
**Email** [complaints@ers.com](mailto:complaints@ers.com)

If you are not satisfied with the response you may ask the Complaints department at Lloyd's to review your case. The contact details are as follows:

**Address** Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA  
**Phone** 020 7327 5693  
**Email** [complaints@lloyds.com](mailto:complaints@lloyds.com)  
**Web** [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If you ask someone else to act on your behalf, then written authority will be required to allow us to deal with them.

If you have any questions, about complaints please contact the Company Secretary at ERS. The contact details are as follows:

**Address** ERS Insurance Group Limited, 52-54 Leadenhall Street, London, EC3A 2BJ

### 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)

Your complaint will be reviewed as soon as possible with the aims to reach an amicable resolution.

### The following procedure applies to Sections 13

If you have a complaint about the motor legal expenses, then call 0870 777 0266, the staff handling your claim should be able to resolve it.

If you are not satisfied with our response you can write to the Customer Relations department at ARAG to review your case. The contact details are as follows:

**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.

### The Financial Ombudsman Service

If you are still not satisfied after contacting Lloyd's, you can refer your complaint to the Financial Ombudsman Service (FOS). The contact details are as follows:

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

This does not affect your right to take legal action.

## Important notices and information

### Data Protection Notice

This section contains important information about your personal details. Please make sure to show it to anyone covered by the policy and ensure they are aware that their personal details may be provided to us.

ClassicLine Insurance and your insurers are the data controller in respect of your personal information. We will process the details you have given us in line with the UK's Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the European Economic Area. In all cases we will make sure that your information is adequately protected. Any transfers of personal information outside Europe will be subject to the provisions of the US Privacy Shield, standard contractual clauses approved by the European Commission or other contracts which provide equivalent protection.

You can find more information about how your personal information is used on the website: [www.classiclineinsurance.co.uk/privacy-policy/](http://www.classiclineinsurance.co.uk/privacy-policy/)

### Where we collect your personal information

We might collect personal information about you from:

- You
- Your family members
- Your employer or their representative
- Other companies in the insurance market
- Credit reference agencies
- Anti-fraud databases, sanctions lists, court judgement and similar databases
- Government agencies such as the DVLA and HMRC
- The publicly available electoral register
- In the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers

### How we use and disclose your personal information

To assess the terms of your insurance contract, or to deal with any claims, we may need to share information like your name, address, date of birth and details such as medical conditions or criminal convictions. The recipients of this information could include (but are not limited to) credit reference agencies, anti-fraud databases, other insurers, underwriters and other group companies who provide administration or support services. For claims handling, the recipients could include (but are not limited to) external claims handlers, loss adjusters, legal and other expert advisers, and third parties who are involved in the claim. More information about these disclosures is set out below.

The Data Protection laws classify information about your medical conditions, disabilities and criminal convictions as 'special category' personal data which warrants extra protection. We will only share this kind of personal data where it is essential to administer your insurance contract or deal with any claims, or for anti-fraud purposes and will only be used in accordance with appropriate laws and regulations.

Most of the personal information you provide to us is needed for us to assess your request for insurance, to enter into the insurance contract with you and then to administer that contract. Some of the information is collected for fraud prevention purposes, as described below. If we need your consent to use any specific information, we will make that clear at the time we collect the information from you. You are free to withhold your consent or withdraw it at any time, but if you do so it may impact upon our ability to provide insurance or pay claims. Further details about the legal basis for processing of your personal information, and the disclosure that may be made, can be found on the website: [www.classiclineinsurance.co.uk/privacy-policy/](http://www.classiclineinsurance.co.uk/privacy-policy/)



# Important notices and information

## Personal information we may collect about you

Types of Personal Data	Details
Individual details	Name, address (including proof of address), other contact details such as email and phone numbers, gender, marital status, date and place of birth, nationality, employment status, job title, details of family members including their relationship to you
Identification detail	National insurance number, passport number, driving licence number, other relevant licences
Financial information	Bank account and/or payment details, income and other financial information
Policy information	Information about the quotes you receive and policies you take out
Telematics (where you use this technology)	Details of journeys made, locations, times and dates, driving behaviours and driving patterns
Credit and anti-fraud information	Credit history, credit score, sanctions and criminal offences, including information received from external databases about you
Previous and current claims	Information about previous and current claims (including under other insurance policies) which may include data relating to your health, disabilities, criminal convictions (including motoring offences) and in some cases surveillance reports; also dashcam recordings where this technology is used
Special categories of personal data	Health, disability, criminal convictions (including motoring offences)

## Accepting and administering your policy

If you pay your premiums via a credit facility, we may share your information with credit reference agencies and other companies for use in credit decisions, to prevent fraud and to find people who owe money. We share information with other insurers, certain government organisations and other authorised organisations.

## Insurance underwriting

We look at the possible risk in relation to your prospective policy (or anyone else involved in the policy) so that we can:

- Consider whether to accept a risk
- Make decisions about providing and dealing with insurance and other related services for you and members of your household
- Set price levels for your policy
- Confirm your identity to prevent money laundering
- Check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
  - When you apply for insurance;
  - If there is an accident or a claim; or
  - At the time you renew the policy.

## Profiling

When calculating insurance premiums, we may compare your personal details against industry averages. Your personal information may also be used to create the industry averages going forwards. This is known as profiling and is used to ensure premiums reflect risk. Profiling may also be used to assess the information you provide so we can understand risk patterns.

Special categories of personal data may be used for profiling where this is relevant, such as medical history or past motoring convictions (including motoring offences).

We may also make some decisions (for example about whether to offer cover or what the premiums will be) without any intervention by our staff. These are known as automated decisions. You can find out more about how we make these decisions on our website: [www.classlineinsurance.co.uk/privacy-policy/](http://www.classlineinsurance.co.uk/privacy-policy/)

## Motor Insurance Database

Information about your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). Certain government or authorised organisations including the police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other organisations allowed by law may use the MID and the information stored on it for purposes including:

- Continuous Insurance Enforcement (you can get information about this from the Department of Transport);
- Electronic vehicle licensing;
- Law enforcement for the purposes of preventing, detecting, catching or prosecuting offenders; and
- Providing government services or other services aimed at reducing the level of uninsured driving.

If you are involved in a road-traffic accident (either in the UK, the EEA or certain other territories), insurers or the MIB (or both) may search the MID to gather relevant information. Anyone making a claim for a road-traffic accident (including their appointed representatives and citizens of other countries) may also gather relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## Important notices and information

### Managing claims

If you make a claim, we may need to release information to another person or organisation involved in that claim. This includes, but is not restricted to, others involved in the incident, their insurer, their solicitor or representative and medical teams, the police or other investigators. We also may have to investigate your claim and conviction history.

Under the conditions of your policy, you must tell us about any incident (such as an accident or theft) which may or may not result in a claim. When you tell us about an incident, we will pass information relating to it to Insurance Database Services Limited (IDSL).

### Call recording

You should note that some telephone calls may be recorded or monitored, for example calls to or from our claims department, customer services team or underwriting department. Call recording and monitoring may be carried out for the following purposes:

- training and quality control
- as evidence of conversations
- for the prevention or detection of crime (e.g. fraudulent claims).

### Preventing or detecting fraud

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

If we find that false or inaccurate information has been given to us, or we suspect fraud, we will take appropriate action. If fraud is identified, details will be passed to fraud prevention agencies including the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register operated by the Motor Insurers' Bureau (MIB). 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.

Details of the registers, databases and fraud prevention agencies we use may be requested from the Company Secretary at:

**Address** ERS Insurance Group Limited,  
52-54 Leadenhall Street, London, EC3A 2BJ

### Cheat line

To protect our policyholders, we are members of the Insurance Fraud Bureau (IFB). If you suspect insurance fraud is being committed, you can call them on their confidential cheat line on 0800 422 0421.

### Retention

We will keep your personal data only for as long as is necessary for the purpose for which it was collected. In particular, we will retain your information for as long as there is any possibility that either you or we may wish to bring a legal claim under or relating to your insurance, or where we are required to keep your information for legal or regulatory purposes.

### Your rights

You have rights under the Data Protection laws including the right to access the information we hold about you (subject to any legal restrictions that may apply), to have the information corrected if it is inaccurate, and to have it updated if it is incomplete. In certain circumstances you may have the right to restrict or object to processing, to receive an electronic copy of your data ("data portability") or to have your data deleted. You can also find out about any automated decisions we make that affect your insurance or premiums.

If you wish to exercise any of your rights, please contact us the Compliance Officer at:

**Address** 138 Castle Street, Hinckley, Leicestershire, LE10 1DD  
**Email** info@classiclineinsurance.co.uk

Further details about all the rights available to you may be found on the website: [www.classiclineinsurance.co.uk/privacy-policy/](http://www.classiclineinsurance.co.uk/privacy-policy/)

If you are not satisfied with our use of your personal data or our response to any request by you to exercise your rights in relation to your personal data, please contact [info@classiclineinsurance.co.uk](mailto:info@classiclineinsurance.co.uk)

You also have a right to make a complaint to the Information Commissioner:

**Address** Information Commissioner's Office, Wycliffe House,  
Water Lane, Wilmslow, Cheshire, SK9 5AF  
**Phone** 0303 123 1113 (local rate) or 01625 545 745 (national rate)  
**Email** casework@ico.org.uk

### About ERS

ERS (Syndicate 218 at Lloyd's) is managed by ERS Syndicate Management Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (Registered number 204851).

ERS Syndicate Management Limited is registered in England and Wales number 426475. The registered office is:

**Address** 52-54 Leadenhall Street, London, EC3A 2BJ

### Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS via:

**Address** Financial Services Compensation Scheme, 10th Floor,  
Beaufort House, 15 St Botolph Street, London,  
EC3A 7QU

**Phone** 0800 678 1100 or 0207 741 4100

**Email** [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

**Web** [www.fscs.org.uk](http://www.fscs.org.uk)