

Policy wording  
**Classic car**



**Need to make a claim?**

**0345 608 0230**

**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 5

# Welcome

Firstly, we would just like to thank you for your business and for choosing the ClassicLine Classic Car Combined policy. 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.



**Ian Fray**  
Managing Director, ClassicLine Insurance

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This policy booklet contains details of what is covered and how claims are settled.

We recommend that you check your cover meets your needs.

## Choice of cover

### Comprehensive

All parts of the policy apply except where amended by endorsement.

### Third Party Fire and Theft

- Loss and damage under Part A is only covered where loss or damage to your car is caused by fire, lightning, explosion, theft or attempted theft.
- You are not covered under sections 2 and 5 of Part A – Loss and damage.
- You are not covered under Parts D – Injury benefits and E – Personal belongings and other parts amended by endorsement.

### Third Party only

You are not covered under Parts A, D and E and other Parts amended by endorsement.

Your policy schedule will show what sections are in force.

We want you to understand your policy and everything we can do for you and have tried to design your policy booklet to help you do this. You will find the following headings on many pages:

### What is covered

This provides detailed information on the insurance provided and should be read with 'What is not covered'.

### What is not covered

This tells you what is not included in your policy.

### To help you further...

We have included some explanatory notes in your policy. These are headed *Useful information* and are printed in italics at the bottom of the page. They are not part of the insurance contract but they are there to help you understand it.

## Making a claim

If you need to make a claim or think you do please call our claims team on 0345 608 0230\* who will immediately take action to help you. We will take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take.

To make the claims process quicker please have your policy number to hand and a full description of the incident. We will keep you informed about how we are progressing with the resolution of your claim. We are committed to dealing with each claim quickly and effectively.

\*Telephone calls may be monitored and recorded.

# Your policy

This policy is a contract between you and us.

This policy describes the insurance cover provided during the period of cover you have paid for, or have agreed to pay for, and for which we have accepted the premium.

The contract between you and us is formed of this policy, the schedule and any endorsements shown in the schedule.

You will be provided with a copy of your statement of fact or proposal form.

This document lists the answers to the questions you were asked when applying for this insurance.

The insurance cover applies anywhere in the UK except when we state otherwise in this policy – see Part C – Territorial limits and foreign use. Your car is also covered when it is being transported within the UK and between any UK ports.

## Important

Please read the policy, the certificate of insurance and the schedule as one document to ensure that it meets with your requirements.

## The law which applies to your policy

You and we can choose the law which applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this policy.

## Changes to your circumstances

It is important that you tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your proposal form, statement of fact, schedule or certificate of insurance changes during the period of cover. Please refer to the 'General conditions applicable to all parts of this policy' section of this policy wording.

# Definitions

**Appointed Representative**

Claim negotiator, or the lawyer or other suitably qualified person appointed by us to act on behalf of the insured person in accordance with our standard terms of appointment.

**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 insurance**

The certificate of motor insurance which is evidence of your motor insurance.

**Costs and Expenses**

All necessary and reasonable:

- a Fees, costs, disbursements and expenses charged by the appointed representative and agreed by Financial & Legal Insurance Company Ltd.
- b Opponent's costs in civil cases where the insured person is ordered to pay them or where we agree to pay them, in pursuing or defending the claim including the costs of any appeal or defending an appeal, provided the insured person tells us within the time limits and provided that we agree to the appeal.

**Excess/excesses**

The amount you are required to pay as the first part of each and every claim made.

**Home**

The place where your vehicle is normally kept.

**Legal proceedings**

A legal remedy for compensation.

**Market value**

The cost of replacing your car in the UK with one of the same make, model, specification, mileage, age and condition.

**Misfuelling**

Accidental filling of the fuel tank with inappropriate fuel for your car.

**Period of cover**

A period of 12 months from the start date of your current policy.

**Personal belongings**

Clothes and items of a personal nature belonging to you and your passengers, including portable navigational equipment, car phones, radios, CD players, cassette players, games consoles or any other audio or visual equipment.

**Reasonable prospects**

That in respect of each claim there is always more than a 50% chance of the insured person recovering damages, defending a claim or obtaining a legal remedy. This will be assessed by us or the appointed representative.

**Recommended repairer**

A repairer that we recommend to you, who we will authorise to repair your car following a claim under Part A – Loss and damage.

**Schedule**

The schedule forms part of this policy. Please read the schedule carefully. It defines the cover you have under this policy.

**Spouse**

Your husband, wife or civil partner.

**UK**

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

**We/us/our**

AXA Insurance UK plc in every instance except:

- **Part G:** It refers to Auto Legal Protection Services Limited (ALPS). ALPS registered address is Sunnyside Mill, Highfield Road, Congleton, CW12 3AQ; and
- **Part H:** It refers to Financial & Legal Insurance Company Ltd.

**You/your**

The policyholder named in the schedule.

**Your car**

Any private motor car insured under this policy and/or any other car which is added by you during the period of cover each as identified by its registration mark in your current certificate of insurance or temporary cover note.

# General conditions applicable to all parts of this policy

You must comply with the following conditions to have the full protection of your policy.

If you do not comply with them we may at our option take one or more of the following actions:

- cancel the policy;
- declare your policy void (treating your policy as if it had never existed);
- change the terms of your policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments.

## Cancellation

### Statutory cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the Cancellation period) by writing to us at the following address during the Cancellation period:

AXA Personal Lines Customer Service  
PO Box 7072  
Willenhall  
WV1 9ZU

There is no refund of premium in the event of a total loss claim. However, in all other cases, we will keep an amount of premium in proportion to the time you have been on cover and refund the balance to you.

If there is a total loss and if you are paying by instalments, you will either have to continue with the instalment payments until the premium is paid in full or we may, at our discretion, deduct the remaining instalments you owe from any claim payment made.

### Cancellation outside the statutory period

You may cancel this policy at any time by giving prior written notice to the above address.

As long as you have not incurred any eligible claims, apart from a claim for Windscreen Repair or Windscreen Replacement, we will keep an amount of premium in proportion to the time you have been on cover and refund the rest to you.

If you are paying by instalments your instalment payments will cease and if you incur eligible claims you will either have to continue with the instalment payments until the premium is paid in full or we may, at our discretion, deduct the outstanding instalments due from any claim payment made.

### Cancellation by us

We may cancel your policy:

- If you or anyone else covered by this policy breaks any of the General conditions applicable to all parts of this policy section of your cover set out in pages 8-10.
- If you or anyone else covered by this policy ignore or fail to comply with the General Exclusions. Please see "General exclusions applicable to all parts of this policy" section set out on page 13.
- If you provide any inaccurate or incomplete information. Please see "Providing accurate and complete information" section on page 9.
- If you act in a fraudulent manner when incepting, making an amendment or renewing this policy.
- If you act in a fraudulent manner when making a claim. Please see "Claims condition applicable to all parts of this policy" section set out on pages 11-12.
- If we are unable to continue cover due to changes in your circumstance or to your policy information. Please see "General conditions applicable to all parts of this policy" section set out on pages 8-10.
- If you fail to respond to a written request for further information or documentation.
- If we believe you or anyone else covered by the policy seek to use the benefits of the policy for any use in which the policy is not intended for, including any commercial use.
- If you do not pay your premium, please see "Non payment of premiums" section on page 9.

If we cancel your policy we shall provide you with 7 days' prior written notice to your last known address. Within this notice we will advise you of our reason for cancelling your policy.

Any premium refund will be calculated in accordance with the above.

# General conditions applicable to all parts of this policy

## Non payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if you are paying by instalments.

If we are unable to collect a payment by instalments we will contact you and use reasonable endeavours to collect the outstanding payment(s) before exercising our right to cancel the policy.

## Providing accurate and complete information

When taking out, renewing or making changes to this policy, you or your agent (acting on your behalf) must take reasonable care to provide accurate and complete answers to all questions.

It is a criminal offence under the Road Traffic Act 1988 to make a false statement for the purposes of obtaining a Certificate of Motor Insurance.

We may ask you to provide further information and/or documentation to ensure that the information you provided when taking out, making changes to or renewing your policy was accurate and complete.

## Changes to your circumstances

You must tell us as soon as reasonably possible if your circumstances change or if any of the information shown in your statement of fact, proposal form, schedule or certificate of insurance changes during the period of cover. Examples of the changes we must be made aware of are:

- A change to the people who need to be insured under this policy.
- If any person insured under this policy receives any motoring conviction including driving licence endorsements, fixed penalties and pending prosecutions.
- If any person insured under this policy receives a criminal conviction.
- If you change your car.
- If the owner of your car changes.
- If the main driver of your car changes.
- If you change the way in which your car is used. For example, you begin to use your car for business purposes.
- If your car is modified in any way including, but not limited to:
  - changes to the bodywork such as spoilers or body kits
  - changes to the suspension or brakes
  - cosmetic changes such as alloy wheels
  - changes affecting performance such as changes to the engine management system or exhaust system
  - changes to the audio/entertainment system.
- If you change your address or the address where your car is kept overnight.

You must ensure that you provide us with accurate and complete information when asked questions about the changes in your circumstances.

Any changes to your circumstances including changes to the people who need to be insured under this policy, or a change to your car or main driver of your car, whether a permanent or temporary change, shall be a variation of this contract which means it will continue with the relevant changes made.

## General conditions applicable to all parts of this policy

### Taking care of your car

You must do all you can to protect your car and keep it in a roadworthy condition.

If you do not do this your right to claim under your policy may be affected.

You must:

- ensure the car is locked, windows, including sunroofs are closed, and any required security devices are activated and all keys and keyless entry system devices are removed when the car is left unattended
- when leaving your car take personal belongings with you, lock them in your boot or glove compartment.

Do not leave them in open view in your car

- when leaving your car unattended remove if physically possible your radio and other audio equipment or activate any security features they may have
- maintain your car in roadworthy condition and ensure you have a valid MOT certificate where appropriate
- always keep the tyres within the legal requirements at all times.

### Access to your car

You must let us examine your car at any reasonable time if we ask you.

### Keeping to the terms and conditions

We will only provide the insurance described in this policy if anyone claiming protection has met all its terms and conditions.

# Claims conditions

You must comply with the following conditions to have the full protection of your policy.

If you do not comply with them we may at our option take one or more of the following actions:

- cancel the policy;
- change the terms of your policy;
- refuse to deal with all or part of any claim or reduce the amount of any claim payments.

## What you must do in making a claim

If bodily injury, loss, theft or damage happens to you, your car or anyone else you must immediately:

- call the claims telephone helpline 0345 608 0230
- do whatever you can to protect the car and its accessories
- take all reasonable steps to recover missing property and to prevent a further incident
- provide us with full details of any other party involved in the incident
- send us any letters and documents you receive in connection with the incident before you reply to them
- if you know of any future prosecution, coroner's inquest or Fatal Accident Inquiry about any incident, you must tell us immediately in writing.

If we ask you must send us written details of your claim within 31 days.

Anyone making a claim under this policy must give us any information and help we need.

## What you must not do

You, and anyone covered by this policy, must not:

- admit anything, or
- make any offer or promise about a claim, unless you have our written permission to do so.

## What we will do

We will:

- take all the details and if appropriate, give you the telephone number and location of our nearest recommended repairer and inform you of any further action you may need to take
- have the right to take over and deal with the defence or settlement of any claim in the name of the person making a claim under this policy. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this policy
- only pay our share of the claim if you make a claim for any liability, loss or damage that is also covered by any other insurance policy
- have the right to recover any payment we make from you or from the person responsible if, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have to pay.

# Claims conditions

## If your car is a Total loss

In the event of a total loss, if your car is the subject of a hire purchase or leasing agreement we will make the payment for the total loss of your car directly to the owner described in the agreement.

If our estimate of the market value is more than the amount you owe the finance or leasing company, we will pay you any remaining balance of the agreed settlement. If our estimate of the market value is less than the amount you owe the finance company, you may have to pay them the rest of the agreed balance.

Any payment we make for total loss will be after we have taken off any policy excess.

## Fraud

You must not act in a fraudulent manner. If you or anyone acting for you

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way or
- Make a statement in support of a claim knowing the statement to be false in any way or
- Submit a document in support of a claim knowing the document to be forged or false in any way or
- Make a claim for any loss or damage caused by your wilful act or with your connivance.

Then

- We will not pay the claim.
- We will not pay any other claim which has been or will be made under the policy.
- We may make the policy void from the date of the fraudulent act.
- We will be entitled to recover from you the amount of any claim already paid under the policy.
- We will not refund any premium.
- We may inform the police of the circumstances.

## General exclusions applicable to all parts of this policy

- 3 This policy does not apply when your car:
  - a is being used for purposes that are not specified in your certificate of insurance
  - b is being driven by or in the charge of any person who is not covered by your certificate of insurance
  - c is being driven by you or with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence or is prevented by law from holding one
  - d is being driven or in the charge of a person, including you, who fails to meet the conditions of the licence they hold
  - e is towing a caravan, trailer, or other vehicle for payment
  - f is being used on a track or roadway designed or designated for track use or vehicle performance activities
  - g is 'airside' on any airport or airfield premises ('airside' includes runways, hangars, aprons, or anywhere aircraft have access to).
- 2 This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.
- 3 This policy does not provide cover for any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by, contributed to by, or arising from the following:
  - a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4 This policy does not provide cover for any loss or damage which results from war, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, military force or coup.
 

However, this policy covers you so far as is necessary to meet with any law on Compulsory Insurance.
- 5 This policy does not provide cover except under Part B – Liability to others for any accident, injury, loss or damage caused by:
  - a earthquake
  - b riot or civil commotion if it occurs outside England, Scotland, Wales, the Isle of Man or the Channel Islands.
- 6 This policy does not cover any liability, damage, cost or expenses, which are more than our legal liability under the relevant road traffic legislation for any claim, if you or any other person entitled to drive your car is:
  - a found to be over the limit for alcohol to the extent which would constitute an offence under the laws of the country in which the accident occurred
  - b is driving whilst unfit through drink or drugs, whether prescribed or otherwise
  - c fails to provide a sample of breath, blood or urine when required to do so, without lawful reason.

## Part A

# Loss and damage

### What is covered

#### 1 Loss of or damage to your car or spare parts

If your car, accessories or spare parts are lost, stolen or damaged, we will:

- repair the damage;
- replace what is lost or damaged and is too expensive to repair; or
- pay you the cost of the loss or damage.

We can choose which of these actions we will take for any claim we agree to and the repairer can use parts that have not been produced by the vehicle manufacturer.

If your car is damaged, we will use one of our recommended repairers to repair it. If you choose not to use them, we may not pay more than our recommended repairer would have charged and we may choose to settle the claim by a financial payment. Following damage to your car, we may move your car to a place of safe and free storage pending settlement of any claim.

If you cannot use your car because of loss or damage that is insured under this policy, we will also pay the reasonable cost of protecting your car and taking it to our nearest recommended repairer. After the repair, we will pay the reasonable cost of delivering your car to your address in the UK.

Where your car is not recovered following a theft or is beyond economical repair we will pay you the market value of your car, including accessories and spare parts at the time they are lost, stolen or damaged.

If we settle a claim as a total loss, we will then take ownership of your car.

Accessories and spare parts of your car, which are in your private garage at the time of their loss or damage, will also be covered.

### New car replacement

If during the period of one year after the first registration as new your car is:

- stolen and not recovered; or
- damaged so that repairs will cost more than 60% of the manufacturer's price list (including taxes and the cost of accessories) at the time of the loss or damage;

and provided your car is owned by you then we will replace your car with a new one of the same make, model and specification.

Provided that:

- one is available
- you and anyone else we know who has a financial interest in your car agree.

If your car is recovered before a new replacement is ordered and the cost of repairs are less than 60% of the manufacturer's list price, we will do one of the following:

- repair the damage
- replace what is lost or damaged beyond economical repair or
- pay you cash for the amount of the loss or damage.

### Courtesy car

Following a claim under Part A – Loss and damage, you will be provided with the use of a courtesy car whilst your car is undergoing repair, subject to the repairer's terms and conditions. A courtesy car is not available in respect of:

- claims where your car is identified as being beyond economical repair
- claims where your car has been stolen and has not been recovered
- claims where a recommended repairer has not been used
- losses which occur outside of the UK.

## Part A

# Loss and damage

### What is covered

#### 2 Glass damage

We will pay for the repair or replacement of glass in windows or windscreens (including panoramic windscreens) in your car and scratching of the bodywork caused by the glass breaking.

If this is the only damage you claim for, your no claim discount will not be affected.

Our windscreen supplier can use parts that have not been produced by the vehicle manufacturer.

If you choose not to use one of our approved repairers we will limit the amount we pay under this section to £175.

#### 3 Audio – visual equipment and in-car entertainment systems

We will pay for loss or damage to your car's permanently fitted in-car navigational equipment, car phones, radios, CD players, cassette players, games consoles or any other audio or visual equipment. Removable equipment is covered if it can only be used whilst it is attached to your car and is designed to be totally or partially removed.

- If the equipment was fitted by the manufacturer of your car and was part of the standard specification of your car when it was first registered then we will provide unlimited cover for the loss or damage of the equipment.
- If the equipment was not fitted by the manufacturer of your car or the equipment was not part of the standard specification of your car when it was first registered then the maximum we will pay for the loss or damage of the equipment is £500.

#### 4 Replacement locks

If the keys, lock transmitter or entry card for the keyless entry system of your car are lost or stolen, we will pay up to £1,000 towards the cost of replacing:

- The door and boot locks
- The ignition and steering locks
- The lock transmitter; and
- The entry card
- Any other device designed and made by the manufacturer to access and start your car

Providing you report the loss to the police within 24 hours of discovering the loss.

#### 5 Medical expenses

If you, your driver or any of your passengers are injured in an accident involving your car, we will pay medical expenses, which can include physiotherapy if you ask us to and we agree to provide the treatment, of up to £250 for each injured person.

#### 6 Hotel expenses and alternative transport

In the event that your car is not road worthy following an accident and you have reported a claim under Part A – Loss and damage (subsection 1), we will pay up to a maximum of £250 in the event that you can not complete your planned journey to cover:

- overnight accommodation, including the cost of meals and drinks, for the driver and passengers of your car; or
- public transport for the driver and the passengers of your car to return to your home or your original planned destination.

# Part A

## Loss and damage

### What is covered

#### 7 Child car seats

If your car is fitted with any child car seats, we will pay up to £300 for their replacement with the same or similar model following an accident covered by this policy. We will pay for the replacement whether or not visible damage has been caused to the child car seat.

You should purchase the replacement seat and we will reimburse you on presentation of the receipt.

#### 8 Misfuelling

If you or any named driver accidentally fill your car with the wrong fuel please do not start the engine. Please call us on our claims line as soon as possible.

If your car is subject to misfuelling during the period of insurance we will pay up to a maximum of £250 per claim for:

- Drainage and flushing of the fuel tank on site using a specialist roadside vehicle. Or
- Recovery of your car, the driver and up to 6 passengers to the nearest repairer to drain and flush the fuel tank.
- Replenishing the fuel tank with 10 litres of the correct fuel.
- Damage to your car engine caused solely and directly by misfuelling.

For damage to the engine, the excess shown in your schedule under accidental damage will apply.

A £75 excess applies in respect of claims for draining and flushing the fuel tank.

Claims for misfuelling should be supported by original receipts and a written report from the specialist who drained or recovered your car.

#### Driver excesses

If your car or any of its accessories or spare parts are damaged while your car is being driven by a driver as shown in the table below, you will have to pay this additional amount, on top of any other excess shown in your schedule, towards any claim.

An inexperienced driver is someone who holds a provisional driving licence, or has held a full driving licence for less than 12 months.

If we pay the inexperienced driver excess, you will have to repay that amount to us as soon as possible.

Age of driver	Level of experience	Excess
25 years and over	Inexperienced	£100
21 to 24 years inclusive	Experienced	£150
21 to 24 years inclusive	Inexperienced	£200
17 to 20 years inclusive	All drivers	£500

You will not have to pay the driver excess shown in your policy schedule if the loss or damage is caused by fire, lightning, explosion, theft or attempted theft.

## Part A

## Loss and damage

## What is not covered

## Loss of or damage to your car or spare parts exclusion

You are not covered for the following:

- Loss of use, loss of value, wear and tear, mechanical or electrical failure, breakdowns or breakages.†
- Loss of value after a repair.
- The cost of any repair or replacement which improves your car beyond the condition it was in before the loss or damage occurred.
- Loss of or damage to your car arising from or as a result of water freezing in the cooling circulation system of your car.
- Damage to tyres from braking, punctures, cuts or bursts unless as a result of an accident.
- Loss or theft of your car by deception. This includes, but is not limited to:
  - Loss or theft as a result of handing the keys of your car over to someone who claims to be a buyer or agent without taking precautions to ensure your car is returned to you. An example of an acceptable precaution is to attend the test drive with the prospective buyer.
  - Loss or theft as a result of someone purchasing your car using a payment method which does not result in you receiving the payment for your car.
- Loss from taking your car and returning it to its legal owner.
- Loss or damage to your car by theft or attempted theft if you or anyone else has left it unlocked or with keys or keyless entry system in your car, or on it.
- Confiscation or requisition or destruction by, or under the order of, any government or public or land authority.
- Unless we provide cover under this insurance, any other loss, damage or additional expense following on from the event for which you are claiming.\*
- Any excess that applies to this insurance.\*\*

## Glass damage exclusion

- The excess shown in your policy schedule or in Endorsement 29 – Windscreen breakage if it is applicable. You will not have to pay this amount if the glass is repaired and not replaced.^
- To repair or replace any other glass forming part of your car including sunroofs and panoramic sunroofs, where the roof glass is a separate unit to the windscreen glass. Please note, you may be entitled to make a claim for other glass under Part A – Loss and damage (Subsection 1), this will however be subject to a different excess and may impact your no claims discount.

## Audio – visual equipment and in-car entertainment systems exclusion

Any removable or portable equipment that is able to be used whilst not attached to your car. This equipment may be covered under Part E – Personal belongings.

The excess shown in your schedule applies.

## Replacement locks exclusion

- the theft excess shown in your schedule
- any amount in excess of £1,000.

## Misfuelling exclusion

- any claim resulting from foreign matter entering the fuel system except for diesel or petroleum.
- claims for misfuelling outside the UK
- fuel, other than the 10 litres of correct fuel to replenish the fuel tank after draining and flushing out incorrect fuel.
- for damage to the engine, the excess shown in your schedule under accidental damage will apply.
- a £75 excess applies in respect of claims for draining and flushing the fuel tank.

## Part A

# Loss and damage

### Useful information

† This policy does not cover mechanical breakdown, or computer failure. But, if for example your engine management system fails and causes the engine to shut down, any accident that happens as a result would be covered (although the cost to repair the fault of the engine management system would not be covered). The same applies if your vehicle catches fire – the faulty item would not be covered, but you would be covered for the other fire damage.

\*Examples of such loss, damage or additional expense are the costs incurred in preparing a claim or loss of earnings following your bodily injury or illness.

#### \*\* Excesses

The excess is the amount you have to pay for every claim for loss of or damage to your vehicle (for example, if your repairs cost £1,000 and you have a £100 excess, you pay £100 and the insurer pays £900). Excesses apply whoever was to blame.

^You can save money by having the glass repaired instead of replaced. Ask the glass supplier to check the damage to see whether it can be repaired. Have your certificate of insurance ready when you have the glass repaired or replaced. The glass repairer needs this for your claim.

## Part B

# Liability to others

## What is covered

### 1 Cover provided for you

This policy covers you for the amounts shown below:

- a Death of or injury to any person unlimited.
- b Damage to any other person's property up to £20,000,000, plus all legal costs and expenses provided the total does not exceed £25,000,000

which you become legally responsible for paying due to the death of or injury to any person and damage to any person's property in respect of any claim or series of claims arising out of one event involving your car, or caused by a trailer, caravan or other vehicle that is attached to your car.

The same cover will apply if you are driving any other car which your certificate of insurance allows you to drive. This cover ceases if you dispose of your car shown in the certificate of insurance or it becomes a total loss.\*

### 2 Cover provided for other people

If you ask us to, we will give the following people the same level of cover as provided in 1 above

- Anyone you allow to drive your car and who is allowed to drive it in the certificate of insurance.
- Any person using (but not driving) your car with your permission for social, domestic and pleasure purposes.
- Any person travelling in or getting into or out of your car.
- Your employer or business partner, as long as your car is not owned by or hired to either your employer or business partner and your car is being used for a purpose that is allowed in your certificate of insurance.

### 3 Your legally-appointed representatives

After the death of anyone insured under this policy, we will protect that person's estate against any liability the deceased person had if that liability is insured under this policy.

### 4 Legal fees and expenses

If we give our written permission, we will pay for solicitors fees to:

- represent anyone insured under this policy at any Coroner's Inquest or Fatal Accident Inquiry; or
- defend anyone insured under this policy in a court of summary jurisdiction;

for any incident which might give rise to a claim under Part B – Liability to others of this policy.

### 5 Proceedings for manslaughter or causing death by dangerous driving

We will pay fees for legal services to defend anyone insured under this policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover:

- You must ask us to provide it.
- The death or deaths giving rise to the proceedings must have been caused by an incident covered by this policy.

### 6 Emergency medical treatment

We will pay for any emergency medical treatment that must be provided under the Road Traffic Act. If this is the only payment we make, it will not affect your no claim discount.

## Part B

# Liability to others

### What is not covered

You are not covered for the following:

- 1** Anyone driving your car who is disqualified from driving or has never held a driving licence, or is prevented by law from holding one.
- 2** Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your car.
- 3** Any loss of or damage to property, legal liability, injury or other loss directly or indirectly caused by, contributed to by or arising from terrorism or any action taken in controlling preventing suppressing or in any way relating to terrorism. However this policy covers you so far as is necessary to meet any law on compulsory insurance. For the purposes of this exclusion terrorism means any act or acts that the government of the United Kingdom considers to be an act of terrorism or any act which could be defined as terrorism under the Terrorism Act 2000 and/or subsequent acts pertaining to terrorism. This involves but is not limited to the use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government. This could be for political, religious, ideological or similar reasons. This includes trying to influence any government or intimidate the public.

### Useful information

\* If an accident causes damage to another car, an animal or property, or if anyone is injured, the law says you must stop.

You must give your name, address and car registration number to anyone reasonably asking.

## Part C

# Territorial limits and foreign use

### What is covered

This policy provides the cover described in the schedule within the UK.

Your policy also provides the minimum cover you need by law to use your car in:

- 1 any country which is a member of the European Community; or
- 2 any other country which has agreed to follow Article 8 of the EU Directive 2009/103/EC relating to insurance against civil liability in respect of the use of motor vehicles and is approved by the commission of the European Communities. We will also provide this cover while your car is being transported between any of those countries and the UK.

Where the level of cover in any European Community Member State is less than that provided by the legal minimum requirements of UK, the level of cover that applies in UK will apply in that Member State.

Your policy automatically extends the cover shown in the schedule to the countries described in 1 and 2 above for up to 93 days in any one period of cover.

If you want to extend your cover for more than 93 days you must contact us before you travel.

It is no longer necessary to have an International Motor Insurance Certificate (Green card) when travelling to countries covered by 1 or 2 above. In the absence of a Green card you must carry your current certificate of insurance when travelling.

If you plan to travel to any other country, please notify us at least three weeks before you leave as you may require a Green card, which may be supplied if we agree to extend cover. An additional premium may be charged for this additional cover.

When contacting us please supply the following information:

- your policy number
- the period for which cover is required
- the registration number, make and model of your car
- details of any trailer or caravan being towed
- countries to be visited.

### What is not covered

You are not covered for any legal action taken against you outside the UK, unless it is a result of using your car in a country for which we have agreed to extend this insurance cover.

## Part D Injury benefits

### What is covered

If:

you or your spouse are injured solely as a result of an accident involving your car; or while travelling in or getting into or out of your car; or

any other person is injured while travelling in or getting into or out of your car;

we will pay you or your legal representatives or if you ask us to, the person injured or their legal representative the compensation specified below:

Provided that death or loss occurs within three calendar months and solely and directly as a result of the accident.

	You and members of your household normally living with you	Other passengers
Death	£15,000	£15,000
Total and irrecoverable loss of sight in one or both eye	£10,000	Nil
Total and irrecoverable loss of one or more limbs	£10,000	Nil

### What is not covered

You are not covered for the following:

- any person who, at the time of the injury, has not reached their sixteenth birthday;
- in respect of death or injury as a result of suicide, attempted suicide or any intentional self-injury.

## Part E Personal belongings

### What is covered

We will pay up to a maximum of £300 for personal belongings carried in or on your car if lost or damaged by:

- accident to your car;
- fire, lightning, explosion;
- theft or attempted theft.

### What is not covered

You are not covered for the following:

- money, stamps, tickets, documents or securities;
- tools, equipment, goods or samples carried in connection with any trade or business;
- property insured by another policy;
- theft of personal belongings if carried in an open-top or convertible car,

Part F

# Additional covers and benefits

## 1 No claims discount

As long as a claim has not been made on your policy during the current period of cover, we will include a discount in your renewal premium. We will give you a discount for each claim-free year up to the maximum entitlement.

Please note this is no guarantee your premium will not rise.

The table below shows what would happen to your NCD if you were to make one or more claims.

No Claims Discount at Next Renewal Date without NCD Protection				
Number of years NCD	1 claim during the period of cover	2 claim during the period of cover	3 claim during the period of cover	4 claim during the period of cover
1 year	Nil	Nil	Nil	Nil
2 years	Nil	Nil	Nil	Nil
3 years	1	Nil	Nil	Nil
4 years	2	Nil	Nil	Nil
5 or more years	3	1	Nil	Nil

Your no claims discount will not be affected by payments for emergency treatment which the Road Traffic Act says we must pay or payments made under Part A (2) – Windscreen Damage for windscreen replacement/repair.

## 2 Protected no claims discount

Once you have five years no claims discount and a claim has not been made on your policy for at least three years, if you are aged at least 25 years and all drivers are aged at least 21 years, then you can protect the discount if you pay an extra premium at each renewal. No claims bonus protection does not protect the overall price of your insurance policy. The price of your insurance policy may increase following an accident even if you were not at fault.

No claims bonus protection allows you to make one or more claims before your number of no claims bonus years falls.

## 3 Uninsured driver promise

If you have comprehensive cover and you make a claim where the driver of the other car involved in the accident is found to be uninsured, you will not have to pay your excess or lose any part of your no claims discount (NCD) as long as:

- You are able to provide the make, model and registration number of the other car involved, and
- We can establish that you were not at fault in any way.

It will also help if you are able to provide the details of the other driver involved and details of any independent witnesses if possible.

When you first claim you may have to pay your excess and your NCD may be affected. However, once we have established that you were not at fault in any way and the driver of the other car was uninsured, your excess will be refunded to you and your NCD restored.

## Part F

# Additional covers and benefits

### 4 Car sharing

Your policy also covers your car when you are being paid for carrying passengers for social or similar purposes as long as:

- your car cannot carry more than 8 people including the driver;
- you are not carrying the passengers as part of a business of carrying passengers; and
- the total payment you receive for the journey does not provide a profit for you.

### 5 Car service cover

#### Car servicing and car parking

Subject to the terms and conditions of this policy other than limitations to use and driving we will provide an indemnity to you whilst your car is in the custody or control of:

- A motor garage or other similar business, which you do not own, which has your car for the purpose of:
  - maintenance;
  - repair;
  - testing; or
  - servicing.
- A hotel, restaurant or similar business, which you do not own, where your car has been parked for you.

### 6 Driving other cars extension

Please refer to your certificate of insurance to see if you are covered to drive other cars which are not owned by you or under a hire purchase agreement, rental/short term hire agreement or annual leasing agreement to you. If your cover is extended to drive other private motor cars, subject to the criteria listed on your certificate of insurance, the cover when driving that vehicle will be limited to Third Party Cover. This means that the car that you are driving will not be covered itself.

Please note that if your certificate of insurance lists this cover then cover is restricted to you, the policyholder only, and not any other drivers named on this policy.

This extension does not provide cover to drive vans, other commercial vehicles or motorbikes of any description.

You are not covered under this section whilst driving outside of the UK.

## Part G

# Breakdown assistance

### UK claims helpline

**01260 547 058**

### EU claims helpline

**+44 (0)1260 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) 7537 404890**.

You should have the following information available:

- the vehicles registration number;
- your name, home postcode and contact details;
- the make, model and colour of the vehicle;
- the location of the vehicle;
- an idea of what the problem is; and
- 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.

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 will be provided by one of our network of breakdown and recovery providers. The name of the company appointed will be provided to you when you notify us of your claim.

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, Northern Ireland and Channel Islands. 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.

## Part G

# Breakdown assistance

## UK roadside assistance

### 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.

### 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.

### 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 8 metres (26 feet) long) and 3 meters high (9.8 feet) and 2.3 (7.5 feet) meters wide 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.

## Part G

# Breakdown assistance

## European roadside assistance

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 vehicle breaks down and cannot be driven as a result of a mechanical or electrical breakdown (failures or breakages) results in you not being able to drive the vehicle. 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.

## Part G

# Breakdown assistance

## European roadside assistance

### Benefits

#### This policy does cover

- 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 your vehicle breaks down, we will come to where the vehicle is located. We will arrange and pay for your vehicle, the driver and up to four passengers to be taken to a local 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 Doctors report will be required):
    - a the cost of recovery of the vehicle to the nearest garage or railway;
    - b the cost of storage of the vehicle at a garage up to a maximum of £100;
    - c freight costs to obtain any replacement part, which is not available locally;
    - d 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; or
      - 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).
- e 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; and
  - the cost of necessary telephone calls up to a maximum of £15.

## Part G

# Breakdown assistance

## European roadside assistance

### Exceptions

#### This policy does not cover

- 1 Breakdowns due to lack of petrol, oil, water or frost damage, or misfuelling (adding an incorrect type of fuel to the vehicle), 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 European Roadside Assistance Benefits Point 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) European Roadside Assistance Benefits Point 2d 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.

## Part G

## Breakdown assistance

## General conditions

We will only provide the cover described in this insurance if:

- 1 you have met all the terms and conditions in this document of insurance;
- 2 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). 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; and
- 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.

## Part G

# Breakdown assistance

### General exclusions

#### This policy does not cover

- 1 Claims totalling more than £3000 in any year.
- 2 Breakdowns due to lack of petrol, oil, water or frost damage, or misfuelling (adding an incorrect type of fuel to the vehicle), or the use of the vehicle for racing, pacemaking, or being in any contest or speed trial or any rigorous reliability testing.
- 3 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.
- 4 Any ferry fares or toll fees.
- 5 Compensation due to delays to transport services.
- 6 Loss or damage to the vehicle or its contents, or any valuables carried in the vehicle.
- 7 Damage or costs incurred as a direct result of gaining access to the vehicle following your request for assistance.
- 8 The cost of taking the vehicle and its passengers to more than one address after any one breakdown.
- 9 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.
- 10 The cost of any parts, emergency windscreens, components or materials used to repair the vehicle.
- 11 Any costs or expenses for any service, which is not arranged by the Rescue Control Centre.
- 12 Any costs or expenses if the breakdown is covered by any other insurance or recovery service.
- 13 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.
- 14 Any request for service if the vehicle is off road or cannot be reached due to snow, mud, sand or flood.
- 15 Any request for service if the vehicle is considered to be dangerous or illegal to repair or transport.
- 16 Any results of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military or usurped power.
- 17 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.
- 18 Breakdowns that occur at or within 1 mile (by road) from home and/or the approved storage location if this is different from the home address.

## Part H

# Motor legal expenses

This section of the policy is administered by United Legal Assistance and is evidence of the contract between you and Financial and Legal Insurance Company PLC. Following an insured event we will pay your legal costs & expenses up to the limit of indemnity, (for all claims arising from or relating to the same original cause including the cost of appeals) subject to all the following requirements being met:

### Our agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the person shown in the certificate of insurance). This is a claims made policy which means that for there to be a valid claim under the policy, claims must be reported to us during the period of insurance.

We will, subject to What is covered, What is not covered, the Claims settlement provisions and Conditions of this policy, provide you with the insurance and benefits set out in this policy and the insured incidents shown as Included in the certificate of insurance, in respect of claims reported during the period of insurance shown in the certificate of insurance and for any subsequent period for which we may accept a renewal premium.

The policy, certificate of insurance and any endorsements must be read together as one document.

Signed on our behalf



**Nick Garner**  
Chief Executive Officer,  
Financial & Legal Insurance Company Limited

### What is covered

We will, subject to What is not covered, the Claims settlement provisions and Conditions of this section, provide the insurance in relation to the Insured incidents shown as included in the certificate of insurance and which are set out below.

Provided that:

- 1 reasonable prospects exist for the duration of the claim;
- 2 the claim is reported to us:
  - a during the period of insurance; and
  - b immediately after the you became aware of circumstances which may give rise to a claim;
- 3 you follow the advice provided to them by our claims helpline;
- 4 you seek and continue to follow the advice from our claims helpline;
- 5 during the course of any dispute from the date that you became aware of the dispute and throughout the duration of the dispute you keep us up to date with all developments and you follow and continue to follow the advice from our claims helpline.

### We will not pay

- a In respect of any one claim and in total in any one period of insurance more than the relevant limit of liability and the annual aggregate limit shown in the certificate of insurance.
- b The amount of any excess shown in the certificate of insurance in respect of each claim.
- c Any claim or incident that may lead to a claim, which you knew about or ought reasonably to have known about before the start of this policy.

## Part H

**Motor legal expenses****Insured incidents****1 Recovery of losses when you are involved in a Motor Accident which is not your fault**

If the insured vehicle is involved in a motor accident which is not your fault, we will pay the costs and expenses in relation to the pursuit of legal proceedings against the party at fault in respect of any one claim for the recovery of losses not insured by your motor insurance policy, in relation to:

- a** damage to the insured vehicle and to personal property in it or properly secured on the insured vehicle;
- b** pursuing a relevant local authority for damage caused to an insured vehicle on a public highway as a consequence of a pothole;
- c** recovery of your excess under your motor policy;
- d** the costs of hiring an alternative vehicle whilst the insured vehicle is un-driveable or unusable;
- e** the recovery of the your loss of earnings;
- f** the provision of rehabilitation, if appropriate, to enable you to recover more quickly;
- g** reasonable attendance costs if you need to attend court in relation to a claim;
- h** the recovery of any other losses incurred by you and which are not insured by your motor insurance policy; and
- i** making a claim to the Motor Insurers Bureau where the party at fault is uninsured or cannot be traced.

**2 Defence of a criminal prosecution of a motoring offence**

We will pay the costs and expenses for defending your rights relating to the defence of a criminal prosecution of a motoring offence.

Provided that there is a genuine defence to the prosecution.

We will not pay for any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.

- a** Any claim relating to an original application for a drivers licence or goods vehicle operator's licence.
- b** For any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.

**3 Motor vehicle contract disputes**

We will pay the costs and expenses for the pursuit or defence of legal proceedings relating to an agreement or alleged agreement that you have entered into in relation to the use or ownership of the insured vehicle.

Provided that the amount in dispute exceeds the amount shown in the certificate of insurance.

We will not pay for any claim relating to your previous or current trade, business, occupation or profession.

## Part H

# Motor legal expenses

### Insured incidents

#### 4 Vehicle cloning

We will pay the costs and expenses for defending you in civil or criminal proceedings arising from the use of the insured vehicle's identity by a third party without permission.

Provided that the amount in dispute exceeds the amount shown in the certificate of insurance.

##### We will not pay

- a Where your vehicle identity has been copied by somebody living with you.
- b Where you did not take reasonable precautions against your vehicle identity being copied without your permission.

#### 5 Illegal clamping and towing

We will pay the costs and expenses to pursue the recovery of illegal clamping or towing fees related to an insured vehicle.

Provided that the amount in dispute exceeds the amount shown in the certificate of insurance.

##### We will not pay

- a For any claim relating to damage inflicted upon the clamping device.
- b Where the clamping or towing has been carried out lawfully.

#### 6 Unenforceable parking fines

We will pay the costs and expenses for pursuing an appeal to the local authority or independent adjudicator against an unenforceable parking fine.

Provided that the amount in dispute exceeds the amount shown in the certificate of insurance.

#### 7 Motor Insurance Database disputes

We will pay the costs and expenses for representation of your legal rights in a dispute with the police or other government agency in the event the insured vehicle is seized following a failure in the communications between your insurer and the Motor Insurance Database resulting in incorrect information about you or the insured vehicle being recorded on the database.

Provided that the amount in dispute exceeds the amount shown in the certificate of insurance.

#### 8 Licence protection

We will pay the costs and expenses in relation to defending an your legal rights following any notice served by a licensing authority which leads to the suspending, revoking, altering the terms of or refusal to renew your driving licence or goods vehicle operator's licence.

##### We will not pay

- a Any claim relating to an original application for a drivers licence or goods vehicle operator's licence.
- b For any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.

## Part H

# Motor legal expenses

### What is not covered

#### 1 Prior claims

Any claim or incident which may lead to a claim and which the you knew about or ought reasonably to have known about before the start of this policy.

#### 2 Prior costs and costs and expenses we do not authorise

Any costs incurred before a claim is made and any costs and expenses which we do not authorise.

#### 3 Dishonesty, violence and fraud

Any claim:

- a involving actual or alleged dishonesty or violence by you; or
- b statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

#### 4 Judicial review, mediation or arbitration

Any claim directly or indirectly relating to or resulting from:

- a a judicial review; or
- b mediation or arbitration.

#### 5 Bankruptcy, liquidation or receivership

Any claim where you are bankrupt, in liquidation, have made an arrangement with his or her creditors, have entered into a Deed of Arrangement or where part or all your affairs or properties are in the care or control of a receiver or an administrator.

#### 6 Disqualified drivers

Where, at the date of the insured incident, you have never held or have been disqualified from holding or obtaining a driving licence.

#### 7 Other insurance

Any costs and expenses which can be recovered by you under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

#### 8 Fines and penalties

Fines, damages or other penalties which you are ordered to pay by a court or other authority.

#### 9 Disputes with us

Any claim against us or United Legal.

#### 10 War risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000 or damage to property by or under the authority of any government, public or local authority.

## Part H

## Motor legal expenses

## What is not covered

**11 Radioactive contamination and pressure waves**

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; or
- c pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

**12 Territorial limits**

Any claim:

- a where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- b which occurs outside the United Kingdom, the Channel Islands or the Isle of Man; or
- c where you permanently live outside the United Kingdom, the Channel Islands or the Isle of Man.

## Claim settlement provisions

**1 Reasonable precautions**

You must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

**2 When you must report a claim to us**

You must tell us immediately of any circumstances which may give rise to a claim.

**3 Acceptance of claim**

On receipt of the claim it will be assessed and dealt with by our in house claims negotiators and, if appropriate and if reasonable prospects exist, we will then instruct an appointed representative to handle the claim on behalf of the you.

If there is a dispute as to whether reasonable prospects exist, we may require you, at your own expense, to obtain counsel's opinion as to the merits of the case. The costs will be refunded to you if counsel's opinion shows clearly that there are merits in proceeding.

**4 Conduct of the claim**

- i We will be entitled:
  - to have direct contact with the appointed representative;
  - to take over and conduct in your name any claim or legal proceedings at any time and negotiate any claim on behalf of you; and
  - to refuse to accept a claim or continue with a claim where the Insured Person does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to us or the appointed representative.

## Part H

## Motor legal expenses

## Claim settlement provisions

## 4 Conduct of the claim

## ii What you must do:

- provide, at your own expense, the appointed representative and us with any proof, evidence, certificates and assistance as we may reasonably ask for in connection with the claim, including proof as to whether reasonable prospects exist;
- co-operate fully with the appointed representative and us and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- take all reasonable steps to recover costs and expenses and to minimise the amount payable under this policy;
- take all reasonable steps to resolve disputes which otherwise may give rise to a claim;
- notify us and the appointed representative immediately of any offer to settle a claim and of any payments into court; and
- tell the appointed representative to have costs and expenses taxed, assessed and audited at our request.

## iii What the you must not do:

- withdraw from any claim or legal proceedings or withdraw instructions from us or the appointed representative, without our consent;
- pursue a claim in any way against the advice or instructions from us or the appointed representative; and
- incur any costs and expenses without our consent or the consent of the appointed representative.

## iii What you must not do:

- agree to settle any claim on any basis or reject any offer to settle a claim, without our consent or the consent of the appointed representative.

We will be entitled to be reimbursed by you for any costs and expenses previously agreed or paid to or on behalf of you if you breach any of the conditions in (ii) and (iii) above.

## 5 Payment instead of pursuing or defending a claim

At any time we will be entitled to pay the reasonable amount of damages claimed if in our opinion this would be a more economic solution.

## 6 Legal proceedings

Any legal proceedings must be dealt with in the jurisdiction of a court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

## 7 Choice of appointed representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will you be entitled to choose their own lawyer for us to instruct as the appointed representative to handle the claim.

Where we have agreed someone other than our nominated appointed representative may act for you, we will not pay any sums in excess of what we would have paid to an appointed representative that we would have appointed to undertake the same work, which is currently set at an hourly rate of £125 + VAT.

## Part H

# Motor legal expenses

### Conditions

#### 1 Observance of terms

Anyone making a claim under this policy must have your permission and observe the terms under this policy.

#### 2 Cancellation

You may cancel this policy within 14 days of its inception and the premium paid will be returned provided that there have been no claims. Thereafter you may cancel the policy at any time however no refund of premium will be available. If you wish to cancel the policy you must contact your insurance adviser.

We may cancel this policy at any time provided that we give you 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to, fraud and dishonesty. Where we cancel this policy no refund of premium will be available. If we cancel the policy we will write to you at your address shown in our records.

#### 3 Arbitration

Any dispute or difference of any kind between us and you will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the president of the Chartered Institute of Arbitrators.

The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

#### 4 Assignment

This insurance is between and binding upon us and you and their respective successors in title, but this insurance may not otherwise be assigned by you without our prior written consent.

#### 5 Third party rights

Unless stated expressly in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### 6 Waiver

If we or you fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

#### 7 Recoveries

We reserve the right, at our own expenses, to take proceedings in the name of you to recover any payment made under this policy. If you recover costs and expenses previously paid under this policy such costs and expenses must be repaid immediately to us.

#### 8 Governing law

This policy is subject to the law applicable to your place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

# Endorsements

Your insurance under this policy may be extended or restricted by endorsements.

Endorsements only apply if their numbers appear in the schedule.

All the terms, conditions and exceptions of the policy continue to apply along with the endorsements.

## Endorsement 9 – Exclusion of personal belongings

You are not covered under Part E – Personal belongings of this policy.

## Endorsement 11 – Exclusion of injury benefits

You are not covered under Part D – Injury benefits of this policy.

## Endorsement 12 – Own loss or damage (voluntary)

You will pay the amount shown next to this endorsement number in the schedule towards each claim for loss or damage to your car. This endorsement will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft; or
- is limited to broken glass in the windscreen or windows or bodywork damaged by the broken glass.

This endorsement applies on top of any other amount which you may have to pay towards each claim. If we pay the whole amount of the claim at first, you must immediately pay us the amount you have to pay under this endorsement.

## Endorsement 13 – Own loss or damage (compulsory)

You will pay the amount shown next to this endorsement number in the schedule towards each claim for loss or damage to your car.

This endorsement will not apply if damage to the car:

- is caused by fire, lightning, explosion, theft or attempted theft; or
- is limited to broken glass in the windscreen or windows or bodywork damaged by the broken glass.

This endorsement applies on top of any other amount which you may have to pay towards each claim. If we pay the whole amount of the claim at first, you must immediately pay us the amount you have to pay under this endorsement.

## Endorsement 15 – Company deletions

You are not covered under Parts D – Injury benefits and E – Personal belongings of this policy.

## Endorsement 16 – Fire and theft excess (compulsory)

You will pay the amount shown next to this endorsement number in the schedule towards each claim for loss or damage to your car caused by fire, lightning, explosion, theft or attempted theft.

If we pay the whole amount of the claim at first, you must immediately pay us the amount you have to pay under this endorsement.

## Endorsement 29 – Windscreen breakage

You will pay the amount shown next to this endorsement number in the schedule towards each claim made under Part A – Loss and damage (2) – Windscreen damage.

## Endorsements

### Endorsement 30 – Protected no claim discount

If you pay an extra premium, your no claim discount is protected.

This protection will apply unless more than two claims are made on your policy in three consecutive periods of cover, then protection will end and your no claim discount will be reduced to nil at your next renewal.

If we agree to transfer someone's interest under this policy, this endorsement will be cancelled unless the person the policy is transferred to can meet our conditions for having a protected no claim discount.

### Endorsement 39 – Car security

You are not covered under Part A – Loss or damage of this policy for any loss or damage caused by theft and attempted theft unless:

- your car is fitted with a security device conforming to Thatcham Category 1 or 2 standards; and
- the security device is operational at the time of any loss or damage to your car.

## How we use your data

### Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at [axa.co.uk/privacy-policy](https://axa.co.uk/privacy-policy). If you do not have access to the internet please contact us and we will send you a printed copy.

### Motor Insurance Database

When you take out a car insurance policy, your policy details will be added to the Motor Insurance Database ("MID"), run by the Motor Insurers' Information Centre ("MIIC"). MID data may be used by the Driver and Vehicle Licensing Agency and the Driver and Vehicle Licensing Northern Ireland for the purpose of electronic vehicle licensing and by the police for the purposes of establishing whether a driver's use of a vehicle is likely to be covered by a motor insurance policy and for preventing and detecting crime. If you are involved in an accident, whether in the UK or abroad, other UK insurers, the Motor Insurers' Bureau and MIIC may search the MID to obtain relevant policy information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other EU countries) may be entitled to access relevant information held about you on the MID. You can find out more about this from us, or from the Motor Insurance Bureau.

# Important notes

## Motor Insurance law

DVLA will compare its records with details of vehicles on the MID (Motor Insurance Database) – the UK's central record of vehicle insurance.

If a vehicle does not have insurance and a Statutory Off Road Notification (SORN) has not been made, the registered keeper could face;

- a fixed penalty fine of £100
- their vehicle being clamped, seized and disposed of, and
- a court prosecution with a maximum fine of £1,000.

These measures are in addition to the powers the police already have to seize an uninsured vehicle and fine the driver.

If you want to check your vehicle is recorded as 'insured' on the MID record, visit the free service at [askMID.com](http://askMID.com)

Do not contact DVLA as only your insurance provider can update your insurance details on the MID. If your vehicle registration number is not on the MID, contact your insurance provider immediately to get the MID updated.

## What this means for you

If you are keeping your vehicle for use on the road and it is not insured, insure it now. If you are keeping your vehicle off the road and it is not insured you must make a Statutory Off Road Notification (SORN).

If it is taxed you need to return the disc (including nil discs) on a V14 form to DVLA.

For more information and to get a V14 form, visit

**Web** [direct.gov.uk/stayinsured](http://direct.gov.uk/stayinsured)

# Making a complaint

AXA Insurance UK plc aims to provide the highest standard of service to every customer.

If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. The following will help us understand your concerns and give you a fair response.

## The following procedure applies to all parts of the policy other than Parts G and H

If your complaint relates to a claim on your policy, please contact the department dealing with your claim.

If your complaint relates to your policy, please contact the agent or AXA office where it was bought, or AXA Insurance UK plc.

**Write** Head of Customer Relations, AXA Insurance, Civic Drive, Ipswich, IP1 2AN

**Phone** 01473 205926

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

When you make contact please provide the following information:

- Your name, address and postcode, telephone number and e-mail address (if you have one).
- Your policy and/or claim number, and the type of policy you hold.
- The name of your insurance agent/firm (if applicable).
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

## The Financial Ombudsman Service

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. You have six months from the date of our final response to refer your

complaint to the FOS. This does not affect your right to take legal action.

If we cannot resolve your complaint you may refer it to the Financial Ombudsman Service at the address given below.

**Write** The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Phone** 0300 123 9123

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

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

## The following procedure applies to Part G

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:

**Write** 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 Part H

If you have a complaint about the motor legal expenses cover then please contact (quoting your certificate number in all correspondence):

**Write** United Legal Assistance Limited. Managing Director, 1st Floor, Charlotte House, 35-37 Hoghton Street, Southport PR9 0NS

Our staff will attempt to resolve your complaint immediately. Where this is not possible, we will acknowledge your complaint within 3 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, we will write to you and let you know what further action we will take. We will aim to issue a final response letter within 8 weeks of receipt, if this is not possible We will write to you to explain.

# Making a complaint

## Our promise to you

We will

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep you informed of progress.
- Do everything possible to resolve your complaint.
- Use the information from complaints to continuously improve our service.

We may record or monitor telephone calls.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance is covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).