

Retail Customer

Terms of Business Agreement

About us

ClassicLine Insurance Services Ltd is an insurance intermediary and the Financial Conduct Authority (FCA) regulates us. We are permitted to 'arrange', 'advise on' and 'deal as an agent of' insurers and assist in claims handling with respect to non-investment insurance policies. You can check these details with the FCA:

Phone 0800 111 6768
Email consumer.queries@fca.org.uk
Web fca.org.uk/register

Our Firms Registration number is 305790. The contact details are as follows:

Write 138 Castle Street, Hinckley, LE10 1DD
Phone 01455 639 000
Email client.services@classiclineinsurance.co.uk

Products we offer

- 1.1** We offer a range of personal and commercial insurances, including motor, home, motorcycle, caravan and travel insurance.
- 1.2** For motor and commercial insurance, we offer products from our panel of insurers, which is reviewed on a regular basis. Our panel includes Ageas, Aviva, AXA, Covea, ERS, First Underwriting, Highway, KGM, Kinetic/Allianz, LV/Allianz, Markerstudy, RSA, and Zurich.
- 1.3** For Breakdown and Recovery we only offer a product from ALPS which does use third-party suppliers and for Legal Expenses we use a company Proximo via Greenlight.
- 1.4** We offer products from a limited number of insurers for travel, caravan, household, and motorcycle insurance. A list of these insurers is available on request.

Our service to you

- 2.1** You will not receive advice or a recommendation from us. We will ask a number of questions to narrow down the product we will provide details of, you will then need to make your own choice as to how you want to proceed. Throughout the period of insurance we act on behalf of the insurers.

Misrepresentation

- 3.1** Please take reasonable care to answer all the questions honestly and to the best of your knowledge. If you do not your policy may be cancelled, or treated as if it never existed, or your claim not fully paid.
- 3.2** You are reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain a Certificate of Motor Insurance. Please note that under the Rehabilitation of Offenders Act you are not required to disclose convictions regarded as 'spent'.

Solvency

- 4.1** We do not guarantee the solvency of any insurer we place business with. We do not accept liability for any losses you may incur arising directly or indirectly from the financial failure or solvency of any insurer. We do not accept responsibility caused by the failure to enter a defence or pay a claim by an insolvent insurer.
- 4.2** You may have a liability for the premium, whether in full or pro-rata, where a participating insurer becomes insolvent.
- 4.3** In the event of an insurer becoming insolvent you will have to purchase additional run off cover.

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Fraud prevention and detection

- 5.1** In order to prevent and detect fraud we may share information about you with other organisations or the Police.
- 5.2** In an effort to reduce fraud we and other organisations may search agencies and databases.
- 5.3** We may undertake credit searches and identity checks to prevent money laundering.
- 5.3** We and other organisations may also search these agencies and databases to:
- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
 - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your account or insurance policies;
 - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
 - Undertake credit searches and additional fraud searches.

How to cancel

- 6.1** If you wish to cancel your policy you must either telephone or write to us. **Do not cancel your direct debit payments.**
- 6.2** You have the right to cancel your policy providing that you contact us to cancel it within 14 days from inception or the date the documents are received, whichever is the later. Should you wish to cancel our cancellation fee is from £20 to £50 and this is in addition to any cancellation charges made by your insurer.
- 6.3** Insurers all vary with regard to premium refunds on cancellation so please refer to your policy documents to find out if any premium is refundable. Please note that if a claim has been made under the policy then no refund of premium is allowable.
- 6.4** Should your main policy be cancelled we will cancel any optional extras at the same time whether or not they are covered under your main policy or covered by a separate policy and premiums may not be refundable.

Payments

- 7.1** If you choose to pay by instalments your monthly instalment plan will be financed by Close Premium Finance and they will send you a welcome pack that includes a credit agreement. ClassicLine may earn commission from Close Premium Finance for this arrangement. ClassicLine acts as a credit broker and not as a lender.
- 7.2** Close Premium will search the public information that a credit reference agency holds about you and any details of their search will be added to their records, whether or not your application for credit proceeds. Failing to make a payment when it is due will result in cancellation of the credit agreement and may result in the cancellation of your insurance.

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Renewal

8.1 We automatically compare the prices and level of cover offered by alternative providers and we invite your renewal with our most competitive insurer. If you prefer to stay with your existing insurer then please inform of this at least 20 days before your renewal is due. In response to product developments or changes in products we may feel it appropriate to review your cover and enhance or add to the cover that is offered. You should check that the level of cover offered at renewal is appropriate for your needs.

How to claim

9.1 Please refer to your policy summary or your policy document if you need to make a claim. If you are involved in an accident or have occasion to claim on your policy for any other reason you must notify your insurers immediately.

9.2 Failure to do so could make your cover invalid. You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your Insurer.

Charges for our services

10.1 For our services we may make the following charges which are in addition to the charges made by your insurers.

10.2 Our fees are as follows:

- The policy fee for new sales and renewals is from £20 up to £50 per vehicle.
- Mid term adjustments are chargeable from £20 up to £50.
- Duplicate documents will cost £20.
- Cancelled cheques will be charged from £30 up to £50.
- If you ask us to set up a finance agreement the charge may be up to £25.
- Agreed Valuation fee is £24.
- Cancellation charges are from £20 to £50. If your insurers instruct us to void your contract of insurance from inception we will retain our policy fee or a minimum charge of £30 to cover our administration costs.

10.3 With return premiums we repay commission to your insurer and this amount may be deducted up to 30% from the sum refunded to you.

10.4 Where applicable all refunds will be processed to the same credit/debit card that was used to make payment on the policy.

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Complaints

11.1 It is our intention to provide a high level of service at all times. However if something goes wrong please contact us and we will try to put things right if we can.

If your complaint is about ClassicLine then please contact us on:

Phone 01455 639 000
Email client.services@classiclineinsurance.co.uk

11.2 If your complaint is about your insurers please contact your insurer directly, all insurers detail their complaint process in their policy documentation, if you are unsure then please contact us and we will be able to pass on their details.

11.3 If Classic Line or the insurer has given you a final response and you are dissatisfied you may refer your case to Lloyd's of London if the insurer is regulated by them. If the complaint is not resolved by Lloyd's you are then entitled to refer the matter to the Financial Ombudsman. The contact details are as follows:

Write Referral to Lloyd's, Policyholder and Marketing Assistance, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN
Phone 0207 327 5693
Email complaints@lloyds.com
Web lloyds.com/complaints/policyholders

11.4 Response Time

Where we are unable to resolve your complaint by the end of the third business day after receipt, you can expect the following from us:

- Acknowledgment of your complaint in writing within 5 business days after receipt. This will state who is handling the complaint.
- We will aim to resolve your complaint within 4 weeks of receipt, unless the matter is very complicated, such as where other organisations need to be contacted. Where this is the case, we will let you know what action is being taken and tell you when we expect to provide you with a final response.
- Our goal is to ensure that you receive a final response letter within 8 weeks of receipt of your complaint. If we are still unable to provide you with a final response at this stage, we will write to you explaining why, and advise when you can expect a final response.

What is a final response?

This letter should clarify the final position in relation to your complaint and any actions agreed going forward.

11.5 Referral to Financial Ombudsman Service:

Write Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR
Phone 0800 0234 567
or 0300 123 9123 (from mobiles)
Email complaint.info@financial-ombudsman.org.uk
Web financial-ombudsman.org.uk

Please note if you ask someone else to act on your behalf you will need to provide the regulators with the authority to deal with them. If you employ a professional to represent you, you will need to meet their costs yourself.

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Protecting your information

- 12.1** ClassicLine Insurance hold and process your personal data for insurance administration and marketing and the information may also be passed to selected third parties or insurers.
- 12.2** Please note that telephone calls may be monitored or recorded.
- 12.3** At your request it is our policy to deal with your spouse or partner who calls us on your behalf provided they are named on your policy. If you would like someone else to be able to deal with your policy then please let us know. In exceptional circumstances we may also deal with other people who call on your behalf but if at any time you would prefer only to deal with us then please inform us.
- 12.4** We would like to keep you informed of other products and services, however if you prefer not to be kept advised then please write to:
- | | |
|--------------|---|
| Write | The Data Protection Officer,
ClassicLine Insurance,
138 Castle Street, Hinckley, LE10 1DD |
| Email | client.services@classiclineinsurance.co.uk |
- 12.5** Motor Insurance details are also added to the Motor Insurance Database operated by the Motor Insurers Information Centre MIIC which was formed to identify uninsured drivers and may be searched by the Police to help to confirm who is insured to drive. In the event of an accident, this database may be used by insurers to identify relevant policy information.
- 12.6** Insurers may also add other related databases in the future.
- 12.7** Please see our Privacy Policy for full details.

Call recording

- 13.1** For mutual protection, to allow us to continually look at our customer service and for training purposes, monitoring and policy or claims administration. All calls may be recorded including outbound calls made by us to yourself or someone acting on your behalf.

Delivery of documents and your responsibility

- 14.1** Our standard practice is to email your documents to you, however, documents can be issued by post if required. When you receive your email from us it will contain secure PDF (Portable Document Format) attachments containing your Certificate of Insurance and Schedule, as well as either a Proposal Form or Statement of Fact which contains the details you provided to ClassicLine at inception.
- 14.2** It is your responsibility to access the documents at your earliest convenience and notify ClassicLine of any inaccuracies. Failure to correct any incorrect information may invalidate your insurance. Furthermore your insurer may request proof of certain documents which can be returned electronically or through the post.
- 14.3 Withheld documents**
- We may keep certain documents such as proof of no claim discount while we are awaiting payment of outstanding premium or administration charges. We will ensure that you have the documents you are required to have by law.

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No Claims Bonus

- 15.1** We may use your no claims discount information to check your entitlement, examine the potential risk in relation to your prospective policy and help prevent fraud. If we do this your information will be checked against the MIB database. Such searches may be carried out against you or the relevant person included on the proposal and may be carried out at point of quote and, if a policy is incepted, at the renewal stage.
- 15.2** To perform these searches, we may exchange information about you with LexisNexis Risk Solutions. The purpose is to check your entitlement and eligibility for a no claims discount and assist with identity verification, the prevention of fraud and risk analysis. Because checks can be made for named drivers please let any drivers you name know before sharing their information with us.
- 15.3** For privacy information and full details about the services LexisNexis provide to us please visit risk.lexisnexis.co.uk/consumer-and-data-access-policies/insurance

Protecting your money

- 16.1** We are the Agent of the Insurers for the purpose of collecting premiums and refunding premiums.
- 16.2** This means that premiums are treated as being received by the Insurer when received in our bank account.
- 16.3** We will retain your debit/credit cards for the purpose of automatic renewals and to pay or refund any other premium that may become due.
- 16.4** We confirm that we do not take any commission until the premium is paid over to insurers.

Financial Services Compensation Scheme

- 17.1** If we are unable to meet our obligations you may be entitled to compensation from the FSCS scheme which is there to protect the policyholder when an authorised firm is insolvent.
- 17.2** Further information about compensation scheme arrangements is available from the FSCS website: fscs.org.uk

Our remuneration

- 18.1** Our income is generated from a combination of brokerage fees (as set out in Section 10) and commissions from insurers and a third party finance provider. The commissions we receive are not offset against our fees. The brokerage fees that apply to you will have been disclosed at the point of sale and are set out in the information we will send you as part of your policy information.

Vulnerable Customer Policy

- 19.1** Please see our Vulnerable Customer Policy for full details.

English Law

- 20.1** This Terms of Business is subject to English Law.