classicline* INSURANCE

Policy wording

Classic car plus

Underwritten by

Ageas Insurance Limited

v 10 2026

Need to make a claim?

0345 126 2595

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 38

Welcome

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

Contents

	Introducing your classic car plus insurance policy	5
	Definitions	6
	Your cover	8
Section 1	Liability to other people	9
Section 2	Loss of, or damage, to your car	11
Section 3	Personal accident benefits	14
Section 4	Personal belongings	14
Section 5	Medical expenses	15
Section 6	Damaged windscreens and glass	15
Section 7	Hotel or travel expenses	16
Section 8	Lost or stolen keys and replacing locks	16
Section 9	Travelling abroad	17
Section 10	No claim discount	17
Section 11	Temporary replacement car	18
Section 12	Car sharing	18
Section 13	Cover when your car is being serviced, examined or repaired	19
Section 14	Breakdown assistance	20
Section 15	Motor legal expenses	27
	General exceptions under this policy	34
	Conditions that apply to all of this policy	35
	Making a claim	38
	Privacy notice	40
	How to make a complaint	42

Introducing your classic car plus insurance policy

This booklet gives full details of your cover.

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

If you have any questions, please contact ClassicLine and they will help you.

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

Our contract with you

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

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

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

The law that applies to this policy

This contract will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

Language

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

Definitions

Accessories, tools and spare parts

Items which are for your car only and are in or attached to your car, or in your private garage, at the time of the loss or damage.

Acts of terrorism

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

Appointed representative

Claim negotiator, or the lawyer or other suitably qualified person appointed by us to act on behalf of you 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 motor insurance

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

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

Costs and expenses

All necessary and reasonable:

a Fees, costs, disbursements and expenses charged by the appointed representative and agreed by us.

b Opponent's costs in civil cases where you are 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 you tell us within the time limits and provided that we agree to the appeal.

Endorsement

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

Excess

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

Geographical limits

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

Home

The place where your vehicle is normally kept.

Inexperienced driver

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

Key

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

Legal proceedings

A legal remedy for compensation.

Market value

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

Partner

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

Period of insurance

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

Definitions

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

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

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

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

We, us, our
Ageas Insurance Limited in every instance except:

- **Section 14:** It refers to Auto Legal Protection Services Limited (ALPS). ALPS registered address is Sunnyside Mill, Highfield Road, Congleton, CW12 3AQ ; and
- **Section 15:** It refers to Financial & Legal Insurance Company Ltd.

You/your
The policyholder whose name is on the schedule.

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

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

Your cover

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

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

- your car is kept in your private garage;
- your car is not taxed; and
- you have made a Statutory Off Road Notification (SORN) to the Driver and Vehicle Licensing Agency (DVLA).

If you have cover for third party only, Sections 1, 9, 10, 12 and 13 apply.

Section 1

Liability to other people

What we will cover

a Cover for your liabilities

This policy covers you for:

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

b Cover for other people

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

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

c Cover for legal personal representatives

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

d Emergency medical treatment

We will pay for emergency treatment fees as set out in the road traffic acts.

If we make a payment under this section, it will not affect your no claim discount.

e Driving other cars

If your certificate of motor insurance says so, this policy provides the same cover as shown in Section 1a when you are driving any other car as long as:

- you do not own it; and
- it is not hired to you under a hire-purchase or leasing agreement.

This cover only applies if:

- there is no other insurance in force which covers the same claim;
- you have the owner's permission to drive the car;
- you still have your car and it has not been declared a total loss.

You cannot make use of this section to release a car if it has been seized by, or on behalf of, any government or public authority.

f Legal expenses

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

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

We will pay for legal services to defend anyone insured under this policy if legal action is taken against them for:

- manslaughter;
- causing death by dangerous driving; or
- causing death after drinking alcohol or taking drugs.

The following conditions apply to legal expenses cover.

- You must ask us and we must agree to provide the cover.
- The deaths the legal action relates to must be covered under this policy.
- The event causing the deaths must have happened in the United Kingdom.

Section 1

Liability to other people

What we will not cover

This applies to all claims made under parts 1a and 1b of the policy

- We will not cover loss of or damage to your belongings or the belongings of anybody else insured.
- We will not cover anyone driving your car who has never held a licence to drive it or who is disqualified from driving.
- We will not cover anyone who fails to keep to any of the terms, conditions and endorsements of this policy.
- Death of or injury to any of your employees during the course of their work, even if the death or injury is caused by anyone insured by this policy, if insurance cover is provided as a requirement of any compulsory Employers Liability legislation.
- We will not cover loss of or damage to the car being used or driven at the time of the incident.
- We will not cover loss of or damage to any trailer or vehicle you tow.

Section 2

Loss of, or damage, to your car

What we will cover

If your car, its accessories or spare parts are lost, stolen or damaged, we may either:

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

The most we will pay

We will not pay more than the market value of your car (including any accessories and spare parts) at the time of the loss or damage, less any excess that may apply.

Hire-purchase, leasing and other agreements

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

Parts that are not available

If a replacement for any damaged accessory or part of your car is not available, the most we will pay is its price (as specified by the manufacturer) at the time of the loss. We will not pay more than the cost of the accessory or part as shown in the manufacturer's last price list in the United Kingdom.

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

We are not responsible for:

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

Removing and delivering your car

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

Radio and audio equipment

This policy covers loss or damage to any radio or audio equipment permanently fitted to your car.

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

We cover equipment not fitted to the manufacturer's specification up to the following limits:

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

We will also pay for loss or damage to any radio or other audio equipment which has been removed from your car if:

- the equipment is designed to be removed (or partly removed);
- the equipment cannot work without your car; and
- you have temporarily removed it from your car for security reasons.

Section 2

Loss of, or damage, to your car

What we will cover

Replacing children's car seats

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

Young drivers or inexperienced drivers

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

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

You will not have to pay the amount stated if the damage is:

- caused by fire, theft, attempted theft or malicious damage; or
- limited to damaged glass in the windscreen, (not including 'panoramic windscreens', which are larger than normal windscreens), back windscreen, sunroof or side windows of your car and any scratching caused by the damaged glass.

Section 2

Loss of, or damage, to your car

What we will not cover

- We will not cover the excesses shown in your schedule.
- We will not cover loss or damage caused by wear and tear.
- We will not cover any reduction in the market value of your car.
- We will not cover any mechanical, electrical or computer equipment breaking or failing to work properly.
- We will not cover damage to tyres caused by braking, punctures, cuts or bursts.
- We will not cover damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.
- We will not cover loss of, or damage to, any trailer, caravan or vehicle, or anything inside, while being towed by or attached to your car.
- We will not cover you for loss of use or other indirect losses (such as travel costs or loss of earnings) other than those set out in Section 7 of this policy.
- Loss or damage to your car caused by you, or anyone named on this policy, carelessly or recklessly allowing a buyer, someone posing as a buyer or someone acting on behalf of a buyer to defraud or deceive you. This includes accepting a form of payment that a bank or building society will not authorise.
- We will not cover loss of, or damage to, your car if, at the time of the incident, someone in your family or someone who is living with you was using it without your permission. (This exception does not apply if you report the person using your car to the police for taking your car without your permission.)
- We will not cover loss or damage caused by any government, public or local authority legally taking, keeping or destroying your car.
- We will not cover loss of, or damage to, televisions, phones, games consoles, electronic-navigation or radar detection equipment not permanently fitted to your car and which was not part of the manufacturer's specification when your car was first registered.
- We will not cover loss of, or damage to, your car if it is unoccupied (that is, nobody is inside it) and is left:
  - unlocked;
  - with the windows open (unless your car was manufactured as a cabriolet, convertible or open topped); or
  - with the keys in or on your car.

Section 3

Personal accident benefits

What we will cover

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

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

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

What we will not cover

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

Section 4

Personal belongings

What we will cover

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

The most we will pay for any one event is £200.

What we will not cover

- Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates).
- Goods or samples carried in connection with any trade or business.
- Wear, tear and loss in value.
- Property left in a convertible car unless it is stored in a locked boot or locked glove compartment.
- Property you leave in your car if it is unoccupied (that is, nobody is inside it) and is left:
  - unlocked;
  - with the windows open (unless your car was manufactured as a cabriolet, convertible or open topped); or
  - with the keys in or on your car.
- Loss or damage to mobile phones or electronic-navigation equipment.

Section 5

Medical expenses

What we will cover

If you or anyone in your car is injured in an accident involving your car, we will pay up to £100 in medical expenses for each injured person.

Section 6

Damaged windscreens and glass

What we will cover

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

What we will not cover

- The amount of any excess shown in your schedule.
- 'Panoramic windscreens' (these are larger than normal windscreens).
- Any amount greater than £150 if you do not use a windscreen supplier we approve. If you do not claim through Glassline, you can still claim under the policy but we will not pay more than £150 (after taking off the excess).
- Loss of use of your car.
- Breakdowns or breakages to sun roof and hood mechanisms.
- Repair or replacement of any windscreen or window unless it is made of glass.

Section 7

Hotel or travel expenses

What we will cover

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

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

The most we will pay for any one event is £100.

What we will not cover

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

Section 8

Lost or stolen car keys and replacing locks

What we will cover

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

What we will not cover

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

Section 9

Travelling abroad

What we will cover

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

Minimum cover outside the geographical limits

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

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

Customs duty and delivery costs

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

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

Section 10

No claim discount

If you do not make a claim, we will allow you a no claim discount. You cannot transfer your no claim discount to another person.

You will not lose your no claim discount if:

- the only claim you make is under Section 6 of this policy;
- the only claim you make is under Section 1d of this policy;
- we can get back all the money we have paid to settle your claim from somebody else (for example, if an accident is not your fault and the other person's insurers admit full responsibility for it); or
- you have to make a claim because:
  - your car is hit by an identified driver who is not insured; and
  - the accident is completely their fault.

Section 11

Temporary replacement car

When we will provide a replacement car

We will provide a replacement car, if you make a claim under Section 2 of this policy and:

- you have comprehensive cover;
- the loss or damage happens in the geographical limits;
- we accept your claim;
- your car is being repaired by one of our approved repairers;
- you agree to keep to all the repair company's conditions; and
- you are 18 years old or more at the time of the claim.

We provide the replacement car so you can still get about while your car is being repaired. It may not be the same size, type or value as your own car.

Your entitlement to a replacement car will end:

- when your car has been repaired and is ready for you to collect or for us to re-deliver to you; or
- after 28 days;

whichever is soonest.

When we will not provide a replacement car

We will not provide a replacement car if any of the following apply:

- if we declare your car a total loss; or
- if your car is stolen and not recovered.

If we have already provided a replacement car and we declare your car a total loss, we will stop providing that car.

Section 12

Car sharing

What we will cover

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

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

Section 13

Cover when your car is being serviced, examined or repaired

What we will cover

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

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

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

Section 14

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.

Section 14

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.

Section 14

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.

If the vehicle has a breakdown within the territorial limits (Europe), we will pay for a callout. A recovery operator will spend up to 60 minutes to try and repair the vehicle at the roadside.

The recovery operator may decide that they cannot repair the vehicle within 60 minutes. If this happens, we will pay to take it and the passengers to the nearest suitable garage that can do the repair.

In some countries, it may be necessary to store the vehicle and deliver it to the nearest suitable garage at a later date.

As with breakdowns in the UK, it is your responsibility to appoint a suitable garage and oversee any repairs. We can help to find a garage and, if possible, help with translation, but we are not responsible for the services the garage provides. Some garages abroad may charge 'diagnostic fees' in order to issue a quotation for repairs. This policy does not cover diagnostic fees or any re-assembly fees.

Some motorways and major public roads in Europe may allow a private towing service only. If this is the case, you will need to use the SOS phones. The private towing service will tow the vehicle to a safe place - you will need to pay for this immediately. You can then contact us for further help. We will reimburse a maximum of £150 towards private towing services if you send us a valid proof of payment.

Recovery and Repatriation Abroad

If the vehicle cannot be repaired within 2 working days or by your planned return (if this is later), we will pay to transport it and the passengers to:

Either: the home address;

Or: if you prefer, your original destination within the territorial limits (Europe). This is only possible if that is closer than the home address.

We will choose the mode of transport for the passengers.

It is complex to transport vehicles to the UK from abroad and it can take time, often several weeks. If you would like to arrange to transport the vehicle to the UK yourself, or extend the trip to wait for repairs abroad, please discuss this with the rescue co-ordinator. They will be able to explain how much we could contribute towards this.

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.

Section 14

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.

Section 14

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.

Section 14

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.

Section 14

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.

Section 15

Motor legal expenses

This section of the policy is administered by United Legal Assistance and is evidence if 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.

Section 15

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.

Section 15

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.

Section 15

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.

Section 15

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.

Section 15

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.

Section 15

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.

General exceptions under this policy

Car user

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

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

Contracts

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

War

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

Radioactivity

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

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

Using your car on airfields

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

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

Pollution

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

Riot

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

Earthquake

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

Use on a racetrack

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

Deliberate acts

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

Conditions that apply to all of this policy

General

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

Your duty

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

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

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

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

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

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

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

Changes you must tell us about

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

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

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

Conditions that apply to all of this policy

Fraudulent claims

We will not pay any claim if:

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

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

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

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

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

You must give us, as soon as possible, full details of any event that could lead to a claim under this policy.

You must not:

- admit an accident is your fault;
- negotiate to settle any claim; or
- offer or promise anything without our permission in writing.

You must send us, unanswered, any documents you receive to do with the claim (or any accident or event which may lead to a claim).

If you know about any possible legal action or inquiries that might be carried out, you must tell us immediately in writing.

We may, in your name, take over and deal with a claim and try to recover from others any money we have paid out under this policy. At all times you must give us whatever help we need.

Right of recovery

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

Other insurance

If you are covered by any other policy for any claim, we will not pay any of the claim.

Taking care of your car

You must make sure that:

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

If your car is damaged by something covered under this policy, you must do whatever is necessary to protect your car and its accessories from further loss or damage.

If we ask, you must let us examine your car at any reasonable time.

Your car must have a current MOT certificate (if it applies).

Agreed value

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

Settling disagreements

If we accept your claim under Sections 2, 3, 4, 5, 7, 8 or 11 of this policy but we and you cannot agree the amount we should pay, we will pass the matter to an arbitrator to decide.

The arbitrator is an independent person who we and you will appoint in line with the law in force at the time. You cannot take legal action against us before the arbitrator makes a decision.

Conditions that apply to all of this policy

Cancelling your cover

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

Months on cover	Refund
Up to 1	75%
Up to 2	62.5%
Up to 3	50%
Up to 4	37.5%
Up to 6	25%
Up to 8	12.5%
Over 8	Nil

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

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

We will cancel your policy from the date agreed.

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

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

If you sell or get rid of your car, you must tell us immediately.

All cover under this policy will stop unless you replace your car and give us its details within seven days of getting rid of your previous car.

Making a claim

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

UK claims helpline
0345 126 2595

EU claims helpline
+44 345 126 2595

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

You will need to provide

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

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

Getting your car repaired

If your car needs to be repaired, we have a network of approved repairers across the United Kingdom who can arrange to start work on your damaged car as soon as possible. Simply call and we will contact the nearest repairer to you. You do not need to get estimates for the repair because we already have agreements in place with our repairers.

We can arrange to collect your car from your home and return it to you once it has been repaired. When your car has been repaired, you will need to pay the repairer the excess and any contribution that may apply.

We have chosen repairers carefully to make sure you receive the highest standard of repairs and service.

All repairs carried out by repairers we approve are backed by a three-year warranty.

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

Your car is a total loss if:

- your car cannot be repaired;
- the cost of the repair is more than the market value of the car and its accessories; or
- your car is stolen and not found;

if your car is a total loss it will become our property.

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

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

Documents you must send us to claim for a total loss

Before we can deal with your claim, you must send us:

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

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

We will contact you to agree the value of your car.

From this value we will take off the amount of:

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

Making a claim

If your car is stolen

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

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

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

Damaged windscreens and glass

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

If you claim for a damaged windscreen or damaged glass, this will not affect your no claim discount as long as there is no other damage to your car (apart from any scratches on the bodywork caused by damaged glass) and none of your belongings have been stolen from your car.

Personalised number plates

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

If you fail to do this, we may not be able to pay your claim as quickly as we normally would.

Claiming for ‘uninsured losses’

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

If you have an accident and it is not your fault, you may be able to claim these costs back from the other driver.

Before you contact the other driver or their insurers direct you must tell us that this is what you plan to do.

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

Privacy notice

For our full Privacy Policy please visit:

Web ageas.co.uk/privacy-policy

Or contact us at:

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

Email thedpo@ageas.co.uk

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

Collecting your information

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

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

Using your information

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

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

Please note if you have given us information about someone else, you would have confirmed that you have their permission to do so.

Sharing your information

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

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

Privacy notice

Keeping your information

We will only keep your information for as long as is necessary to provide our products and services to you and/or to fulfil our legal, regulatory, tax and accounting obligations. We also keep your information for several years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to our full Privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the UK unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the third party has suitable standards in place to protect your information.

Your rights

You have a number of rights in relation to the information we hold about you, including: asking for access to and a copy of your personal information, objecting to the use of your personal information or to an automated decision including profiling, asking us to correct, delete or restrict the use of your personal information, withdrawing any previously provided permission for the use of your personal information and complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information. Please refer to our full Privacy Policy for more information.

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

How to make a complaint

The following procedure applies to all sections of the policy other than Sections 14 and 15

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

If we can't, then we'll:

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

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

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

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

Phone 0345 126 2595

Web ageas.co.uk/complaints

Write Customer Service Adviser,
Ageas Insurance Limited,
Ageas House, Hampshire Corporate Park,
Templars Way, Eastleigh, Hampshire, SO53 3YA

The following procedure applies to Sections 14

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

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

The following procedure applies to Sections 15

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 ONS

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.

How to make a complaint

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

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

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

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

Web financial-ombudsman.org.uk

Alternatively, you can write to the ombudsman at:

Write Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Phone 0800 023 4567

Email complaint.info@ financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme at:

Phone 0800 678 1100 or 020 7741 4100

Web fscs.org.uk