classicline*
INSURANCE

Policy wording

Roadside Assistance with Home Service

alps

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Contents

How to make a claim	3
Introduction	3
UK Roadside Assistance	4
European Roadside Assistance	5
General conditions	8
General exclusions	9
Cancellation	10
Complaints procedure	11
Data protection notice	12

Definitions

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.

Document of insurance

This leaflet together with the schedule, form **your** ClassicLine Rescue Membership Document.

Home

The place where **your** vehicle is normally kept, as set out within the policy schedule.

Period of insurance

The period of time covered by this insurance (as shown in the schedule).

We, us, our

AmTrust Specialty Limited. In the Data Protection Section of this policy this also means ALPS. In the cancellation section of this policy this also means ClassicLine Insurance Services.

You, your

The person named as 'the insured' in the schedule.

Your vehicle

Any vehicle specified in the schedule (or reported to and accepted by us), which must be a private car, or caravan (less than 23 feet/7 metres long) attached at the time of the breakdown.

How to make a claim

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.

Introduction

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 Specialty Limited, whose registered address is Exchequer Court, 33 St Mary Axe, London, EC3A 8AA, company registration number 01229676. AmTrust Specialty 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.

Benefits

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.

Benefits

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.

Benefits

European Roadside Assistance

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.

Exceptions

European Roadside Assistance

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.

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.

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.

Cancellation

Within cooling off period

If **you** find that this cover does not meet **your** needs, **you** can cancel the policy by contacting **your** insurance broker within 14 days of receiving this document. **You** will receive a full refund of the premium **you** have paid for the policy provided that **you** have not made any claims.

Outside cooling off period

If **you** cancel the policy after the 14-day cooling off period, no refund of premium will be available. To cancel the policy please contact ClassicLine.

We may cancel the policy if there is a valid reason for us to do so by giving **you** at least 7 days' notice at **your** last-known address. If we cancel the policy, providing the premium has been paid in full and no claims have been made under the policy, **you** will be entitled to a proportionate refund of the premium for any period of insurance remaining.

Valid reasons include:

- **a** non-payment of the premiums;
- **b** threatening and abusive behaviour; or
- **c** non-compliance with the policy terms and conditions.

If **you** made a claim against the policy prior to its cancellation, or there is an incident which may lead to a claim, then **you** will not be entitled to any refund of the policy premium.'

Complaints procedure

We are committed to providing **you** with the highest standard of service and customer care. We realise however, that there may be occasions when **you** feel that **you** did not receive the standard of service **you** expect.

We hope **you** will be completely happy with this insurance but if something does go wrong, we would like to know about it.

We will do our best to resolve the issue and make sure it doesn't happen again. This complaints procedure does not affect **your** statutory rights.

Complaints about the sale of this insurance

If **you** have any concerns regarding the sale of this insurance, please contact ClassicLine Insurance.

Complaints about this insurance

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 Financial Ombudsman Service

Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants' which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at:

Web financial-ombudsman.org.uk/default.htm

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

Phone 0800 023 4567 or 0300 123 9 123

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

This complaints procedure does not affect any legal right **you** have to take action against us.

Financial Services Compensation Scheme (FSCS)

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at:

Web fscs.org.uk

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform, which has been set up by the EU Commission:

Web ec.europa.eu/consumers/odr

Data protection notice

What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide **you** with the information it has about **you**.
- restrict or stop processing **your** information in certain occasions.
- if there are any mistakes or updates, **you** can ask AmTrust to correct them.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after your policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website:

Web amtrustinternational.com/dpn