classicline* INSURANCE

Policy wording

Specialist vehicle

v 10 2026

Need to make a claim?

0330 123 5992

Call the 24/7 claims assist line

Please add this number to your mobile phone

For more information on how to make a claim please read page 7

Welcome

Firstly, we would just like to thank you for your business and for choosing the ClassicLine Combined Specialist Vehicle policy, underwritten by ERS. This policy represents one of the most comprehensive available on the specialist vehicle market.

We hope that you're happy with the service you've received so far, as our aim is to always provide you with consistently excellent service to our clients.

However, if you are unhappy with the service you have received thus far, or, if you feel the policy doesn't provide the cover you require then please don't hesitate to contact us as soon as possible to discuss.

We wish you a great year of motoring, and perhaps we'll see you at a classic car show in the future.

Ian Fray
Managing Director, ClassicLine Insurance

The agreement

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

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

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

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

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

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

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

Martin Hall
Active Underwriter

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Definitions

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

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

Appointed 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.

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

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

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

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 you tell us within the time limits and provided that we agree to the appeal.

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

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

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

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

Excess
A contribution by you towards a claim under this insurance.

Home
The place where your vehicle is normally kept.

Inflatable storage device
A protective cover for your vehicle which is inflated by mains or battery power.

Legal proceedings
A legal remedy for compensation.

Definitions

Market value

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

Note: Please ensure the value shown on the schedule is reviewed annually as this may affect the amount paid in the event of a claim.

Period of insurance

The period of time covered by this insurance (as shown on the schedule) and any further period for which we accept your premium.

Reasonable care

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

Reasonable prospects

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.

Road

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

Schedule / Policy schedule

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

Schedule of endorsements

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

Territorial limit

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

Trailer

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

United Kingdom

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

We, us

ERS in every instance except:

- **Section 12:** It refers to Auto Legal Protection Services Limited (ALPS). ALPS registered address is Sunnyside Mill, Highfield Road, Congleton, CW12 3AQ; and
- **Section 13:** It refers to Financial & Legal Insurance Company Ltd.

You

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

Your vehicle, the insured vehicle

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

Making a claim

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

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

Claims helpline

0330 123 5992

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

Windscreen helpline

0345 602 3378

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

You can count on us for all this:

- a market-leading customer experience;
- a specialist team to handle your claim;
- a network of approved suppliers to get you back on the road quickly;
- fraud prevention to keep your premiums low;
- positive handling of third-party claims to keep costs down; and
- sophisticated tools to help claims go smoothly.

Making a claim

Repairing your vehicle

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

We'll take care of everything:

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

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

Keeping your vehicle safe

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

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

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

If someone makes a claim against you

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

Don't apologise or admit it was your fault

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

Take photos of:

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

Make a note of:

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

Cover

The insurance cover you have

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

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

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

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

Section 1

Liability to others

Driving your vehicle

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

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

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

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

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

Driving other vehicles

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

You are not insured against:

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

Other people driving or using your vehicle

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

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

Legal personal representatives

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

Business use

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

Legal costs

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

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

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

Section 1
Liability to others

Emergency medical treatment

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

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

Towing

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

We will only provide this cover if:

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

We will not pay any claim arising from:

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

Cyber Liability Cover

We will pay any amounts you may legally have to pay subject to the limits stated under Section 1 for causing death or bodily injury to other people, or property damage, due to:

1. the use of, or failure of, any application, software or programme in connection with your vehicle (including any driver assistance, safety or security systems);
2. any computer virus, ransomware, code or software affecting any electronic systems fitted to your vehicle by the original vehicle manufacturer; or
3. any threat, deception or hoax relating to 1 and/or 2 above;

subject to the terms, conditions, limitations and exclusions of this policy.

Section 1

Liability to others

Exceptions to Section 1

This section of your insurance does not cover the following

1 Anyone who can claim for the same loss from any other insurance.

2 Loss of or damage to property belonging to (or in the care of) anyone we insure and who is making a claim under this part of the insurance.

3 Death of or bodily injury to any person arising out of and in the course of their employment by the policyholder or by any other person claiming under this insurance. This does not apply if we need to provide cover due to the requirements of relevant laws.

4 Any legal responsibility, unless we need to provide the minimum insurance required by the Road Traffic Act, for claims for death, injury, illness, loss or damage to property arising directly or indirectly from pollution or contamination unless caused by a sudden identifiable unintended and unexpected event.

This exception:

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

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

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

Section 2

Loss of or damage to your vehicle

This cover only applies to your vehicle

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

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

For a claim under this section we will, at our absolute discretion either:

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

The most we will pay will be either:

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

whichever is less.

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

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

Excesses

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

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

Windscreen damage

Comprehensive cover only

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

The helpline number is 0345 602 3378.

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

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

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

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

Section 2

Loss of or damage to your vehicle

Extra excesses for young or inexperienced drivers

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

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

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

Recovery and redelivery

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

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

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

Section 2

Loss of or damage to your vehicle

Repairs

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

Where using our approved repairer for the repair of your vehicle, and your vehicle does not exceed 3.5 tonne gross vehicle weight our approved repairer will:

- guarantee the repairs for 5 years;
- endeavour to use original equipment manufacturer parts/equipment where feasible;
- supply you with a courtesy car for the duration of the vehicle repair or until your policy expires, whichever is the sooner (where the vehicle involved is covered comprehensively).

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

If repairs are completed without our prior knowledge and consent this may affect the amount we pay in final settlement of your claim. In all circumstances, anyone conducting repairs to an insured vehicle should retain the following for our inspection:

- a fully costed estimate;
- all damaged parts; and
- images of the damaged areas of the insured vehicle.

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

If you choose to not use our approved repairer, we will not:

- be responsible for any delays incurred by the repairer;
- guarantee the provision of a courtesy car;
- guarantee the repairs;
- guarantee the use of original equipment manufacturer paint/parts.

We may arrange for your vehicle to go to a repairer of our choice if we cannot reach an agreement with your chosen repairer over costs.

It is not our policy to use recycled or non-original parts and equipment when repairing your vehicle, although on occasion it may be necessary.

Section 2

Loss of or damage to your vehicle

Total loss (write-off)

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

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

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

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

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

Category S: Repairable - Your vehicle has sustained structural damage. Must be re-registered with the DVLA before being put back on the road.

Category N: Repairable - Your vehicle has sustained non-structural damage. Doesn't need to be re-registered with the DVLA, but the DVLA need to be informed of the vehicle being written off.

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

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

The value of the salvage will be determined by us.

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

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

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

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

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

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

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

Section 2

Loss of or damage to your vehicle

Audio, visual, communication, guidance or tracking equipment

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

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

When your vehicle is being serviced

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

Dismantled parts

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

Cherished Number Plate

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

- your permanent disqualification from driving;
- confiscation, seizure or detention by Customs, or other officials or authorities; or
- if you or any company you are associated with is in liquidation or bankrupt.

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

Section 2

Loss of or damage to your vehicle

Exceptions

This section of your insurance does not cover

1 The amount of any excess shown on your schedule.

2 Any amount as compensation for you not being able to use your vehicle (including the cost of hiring another vehicle).

3 Wear and tear.

4 Failures, breakdowns or breakages of mechanical, electrical, electronic or computer equipment.

5 Your vehicle's value reducing, including loss of value as a result of damage, whether the damage is repaired or not.

6 Repairs or replacements which improve the condition of your vehicle.

7 Damage to tyres, unless caused by an accident to your vehicle.

8 Damage due to liquid freezing in the cooling system, unless you have taken reasonable precautions as laid down by the vehicle manufacturer's instructions.

9 Loss of or damage to accessories unless they are permanently attached to your vehicle.

10 Any amount over the last-known list price of any part or accessory or the cost of fitting any part or accessory if the vehicle manufacturer or its agent cannot supply it from stock held in the United Kingdom. (This exception does not apply where any applicable part or accessory is no longer commercially available from the vehicle manufacturer or their agents in the United Kingdom).

11 Loss of or damage to your vehicle as a result of deception.

12 Loss resulting from repossessing your vehicle and returning it to its rightful owner.

13 Loss of or damage to your vehicle or its contents by theft or attempted theft or an unauthorised person taking and driving it if:

- it has been left unlocked (if locks are fitted to your vehicle);
- it has been left with the keys (or any form of keyless entry / ignition control device), in it or on it; or
- you have not taken reasonable precautions to protect it.

14 Loss of or damage to your vehicle resulting from a member of your immediate family, or a person living in your home, taking your vehicle without your permission, unless that person is convicted of theft.

15 Loss of or damage to any vehicle which you are driving or using that does not belong to you, is not being bought by you under a hire-purchase agreement or is leased to you (unless that vehicle is shown on your schedule).

16 Loss of fuel.

17 Loss or damage due to confiscation, requisition or destruction by or under the order of any government, public or local authority.

18 Loss, theft, damage, impairment, disablement or loss of use of your vehicle caused by:

a the use of, or failure of, any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;

b the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);

c any computer virus, ransomware, code or software;

d theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored; or

e any threat, deception or hoax relating to a), b), c), and/or d) above.

Section 3
Medical expenses

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

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

Section 4
Personal accident benefits

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

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

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

To get a payment, the injury or death must:

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

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

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

This personal accident benefit does not apply to:

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

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

Section 5
Personal belongings

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

This personal belongings cover does not apply to:

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

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

Section 6
Loss of keys and replacing locks

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

- you let the police know about the loss as soon as it is discovered; and
- we deem it necessary to replace the above stated items due to the loss/theft of the keys causing a risk to the vehicle being stolen.

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

Section 7
Child seats

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

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

Section 8
Foreign use

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

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

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

Extra cover

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

Customs duty and other charges

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

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

Section 9
Inflatable storage device

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

Section 10
Trailers

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

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

Section 11
Garage

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

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

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

Section 12

Breakdown assistance

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 12

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 12

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 12

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 12

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 12

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 12

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 13

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 13

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 13

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 13

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 13

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 13

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 13

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 terms

No claim bonus

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

A no claims bonus cannot be earned under this insurance.

Changing or adding a vehicle to this insurance

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

Emergency medical treatment

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

Limited mileage condition

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

Agreed value

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

Payments for journeys (car sharing)

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

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

General exceptions

Your insurance does not cover you for:

Drivers and use

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

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

Construction and use

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

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

Airfields

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

Sonic Bangs

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

Hazardous goods

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

Criminal acts

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

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

Deliberate acts

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

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

General exceptions

Excess

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

Other contracts

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

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

Jurisdiction

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

Earthquake, riot, war and terrorism

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

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

Nuclear/radioactive contamination.

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

- ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous property of any explosive nuclear equipment or nuclear part of that equipment.

General conditions

Your responsibilities

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

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

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

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

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

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

If the above requirements are not met, we may reject or reduce your claim, and/or cancel your policy or declare your policy null and void.

Changes to your details

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

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

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

General conditions

Claim notification

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

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

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

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

Claim requirements – rights and obligations

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

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

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

We can:

- take over, carry out, defend or settle any claim; and
- take proceedings (which we will pay for, and for our own benefit) to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance.

You, or the person whose name we use, must co-operate with us on any matter which affects this insurance.

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

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

Compulsory Insurance laws

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

Arbitration

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

Cancellation

"14 days cooling off period"

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

We will make a charge equal to the period of cover you have had but this will be subject to a minimum amount of £25 (plus insurance premium tax (IPT) where applicable), except if any claim has been made in the current period of insurance, in which case the full annual premium will be payable to us.

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

Outside "14 days cooling off period"

If no claims have been made during the current period of insurance, we will refund in accordance with the following table:

Period you have had cover for (up to)	Percentage of refund
Up to 30 days	60%
31 - 60 days	40%
61 - 90 days	20%
Over 90 days	No refund

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

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

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

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

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

Your insurance may be cancelled because:

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

This is not an exhaustive list.

Misrepresentation

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

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

Complaints

Our promise to you

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

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

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

Write ERS Governance Affairs, PO Box 3937, Swindon, SN4 4GW

Phone 0345 268 0279

Email complaints@ers.com

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

Write Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA

Phone 020 7327 5693

Email complaints@lloyds.com

Web lloyds.com/complaints

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

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

Write ERS Insurance Group Limited, 30 Fenchurch Street, London, EC3M 3BD

The following procedure applies to Sections 12

Auto Legal Protection Services Limited (ALPS) aim to give our Insured a high level of service at all times. However if you have a complaint about your policy please contact:

Write ALPS Road Rescue Complaints, ALPS Limited, Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ

Phone 01260 241555

Email complaints@alpsltd.co.uk

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

The following procedure applies to Sections 13

If you have a complaint about the motor legal expenses 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.

The Financial Ombudsman Service

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

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

Phone 0800 023 4567

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

Web financial-ombudsman.org.uk

This does not affect your right to take legal action.

Important notices and information

Data Protection Notice

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

ClassicLine Insurance and your insurers are the data controller in respect of your personal information. We will process the details you have given us in line with the UK's Data Protection laws and any other laws that apply. We may work with partner organisations and service providers who are located in other countries, and as a result your information may be processed outside the United Kingdom and the European Economic Area. In all cases we will make sure that your information is adequately protected. Whenever we transfer your personal information out of the United Kingdom we will ensure a similar degree of protection is afforded to it by making sure that adequate safeguards are implemented, including transferring the data to a country that has been deemed to provide an adequate level of protection for personal data, or ensuring the transfer is subject to the standard contractual clauses approved by the European Commission or other contracts or mechanisms which provide equivalent protection.

You can find more information about how your personal information is used on the website:

Web ers.com/policy-pages/privacy-policy/

Where we collect your personal information

We might collect personal information about you from:

- you;
- ClassicLine Insurance;
- your family members;
- your employer or their representative;
- other companies in the insurance market;
- credit reference agencies;
- anti-fraud databases, sanctions lists, court judgement and similar databases;
- government agencies such as the DVLA and HMRC ;
- the publicly available electoral register;
- in the event of a claim, third parties including the other party to the claim, witnesses, experts, loss adjusters, legal advisers and claims handlers; or
- other publicly available sources of information including social media.

Important notices and information

How we use and disclose your personal information

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

We purchase reinsurance to protect against the most significant claims made against motor insurance policies issued. Should such a claim arise under your insurance contract, we may disclose to our reinsurance broker and reinsurers, the details of the claim, including all personal and special category data related to the claim. That disclosure is necessary for the management of any reinsurance claim made by us and this practice of spreading risk is standard practice in the insurance market.

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

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

Web ers.com/policy-pages/privacy-policy/

Important notices and information

The personal information we may collect about you

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

Accepting and administering your policy

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

Important notices and information

Insurance underwriting

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

- consider whether to accept a risk;
- make decisions about providing and dealing with insurance and other related services for you and members of your household;
- set price levels for your policy;
- confirm your identity to prevent money laundering; and
- check the claims history for you or any person or property likely to be involved in the policy or a claim at any time. We may do this:
  - when you apply for insurance;
  - if there is an accident or a claim; or
  - at the time you renew the policy.

Profiling

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

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

We may also make some decisions (for example about whether to offer cover or what the premiums will be) without any intervention by our staff. These are known as automated decisions. You can find out more about how ERS make these decisions on our website:

Web ers.com/policy-pages/privacy-policy/

Motor Insurance Database

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

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

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

It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, you are at risk of having your vehicle seized by the police. You can check that your correct registration number details are shown on the MID:

Web askmid.com

Important notices and information

Managing claims

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

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

Call recording

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

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

Preventing or detecting fraud

We will check your information against a range of registers and databases for completeness and accuracy. We may also conduct searches of publicly available sources of information including social media to verify claims and detect and prosecute fraud. We may share your information with law enforcement agencies, legal advisers, investigators, other organisations and public bodies.

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

We and other organisations, including those from other countries, may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit related or other facilities;
- managing credit and credit related accounts or facilities
- recovering debt;
- checking details on proposals and claims for all types of insurance; or
- checking details of job applicants and employees.

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

Write ERS Insurance Group Limited,
30 Fenchurch Street, London, EC3M 3BD

Cheat line

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

Important notices and information

Retention

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

Your rights

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

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

Write 30 Fenchurch Street, London, EC3M 3BD

Email DPO@ers.com

Further details about all the rights available to you may be found on the website: ers.com/policy-pages/privacy-policy

If you are not satisfied with our use of your personal data or our response to any request by you to exercise your rights in relation to your personal data, please contact DPO@ers.com

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

Write Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Phone 0303 123 1113 (local rate) or 01625 545 745 (national rate)

Email icocasework@ico.org.uk

About ERS

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

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

Write 30 Fenchurch Street, London, EC3M 3BD

Financial Services Compensation Scheme (FSCS)

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

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

Phone 0800 678 1100 or 0207 741 4100

Email enquiries@fscs.org.uk

Web fscs.org.uk