



Optima Classic Bike

Policy Wording

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To make a claim, call 0345 126 2599
Please add this number to your mobile phone

Definitions

Whenever the following words or expressions appear in **your** policy, they have the meaning given below.

Accessories and spare parts

Items which are for **your classic motorcycle** only and are attached to **your classic motorcycle**, or in **your** home. This includes in **your** private garage or any other private garage that **you** own or rent, at the time of the loss or damage.

Acts of terrorism

Any act that the government of the **United Kingdom** considers to be an act of terrorism. The use of or threat of action, force or violence by any person or group of people acting alone or on behalf of any organisation or government for political, religious, ideological or similar beliefs. This includes trying to influence any government or intimidate the public.

Agreed value

This is the amount shown in the **schedule**, which represents the value of **your classic motorcycle** including **accessories and spare parts**. This is the most **we** will pay **you** if **your classic motorcycle** is lost or totally destroyed, or where the cost of repairs is greater than the agreed value.

The agreed value will include the value of any specific registration number of **your classic motorcycle** that is historically important.

Certificate of motor insurance

A document **we** issue that proves **you** have the **classic motorcycle** insurance **you** need and must have by law.

Endorsement

Statements, found in **your schedule**, that either show changes to the terms of **your** policy or terms that apply specifically to **you** (for example, the amount of **excess you** must pay).

Excess

The first amount of any claim which **you** must pay if **your classic motorcycle** is lost, stolen or damaged.

Great Britain

England, Scotland and Wales.

Inexperienced rider

Anybody who is 25 years or older who holds a provisional licence or who has held a full **United Kingdom**, European Union or European Economic Area licence for less than 12 months.

Key

Any key or alternative electronic or mechanical device designed to open the **classic motorcycle's** locks or turn on the ignition (or both).

Market value

The cost of replacing **your classic motorcycle**, including **accessories and spare parts**, with another of the same make, specification (for example, the level of equipment found on **your classic motorcycle**), model, age, mileage and condition as **your classic motorcycle** just before the loss or damage **you** are claiming for.

Non-UK territorial limits

Any country (not the **United Kingdom**) that is a member of the European Union and any other country shown on the back of **your certificate of motor insurance**.

Partner

A person **you** are married to or have a civil partnership with, or a person **you** live with as if **you** were their husband, wife or civil partner. (A civil partnership is a formal arrangement that gives same-sex partners the same legal status as a married couple.)

Period of insurance

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

Proposal

The document that records the information **you** gave **us** when **you** bought or renewed **your** policy and which **your** contract with **us** is based on.

Racetrack

Any track, field, circuit or road, including toll roads (with no maximum speed limit), which is being used at the time of the loss or damage for racing, rallies, pacemaking, speed trials or track days.

Schedule

The document that names **you** as the policyholder and sets out what this policy covers **you** for. **We** will replace **your schedule** whenever **you** renew the policy or if **you** make any changes to the policy while **your** insurance applies.

Statement of facts or statement of insurance

The document that records the information **you** gave **us** when **you** bought or renewed **your** policy and which **your** contract with **us** is based on.

Territorial limits

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

Toolkit

Tools (for example, spanners, wrenches and socket sets) which **you** use to maintain and repair **your classic motorcycle** and which are held on **your classic motorcycle**, or in **your** home. This includes in **your** private garage or any other private garage that **you** own or rent, at the time of any loss or damage to **your classic motorcycle**. **We** will not cover any tools that **you** use for any business purposes.

United Kingdom

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

We, us, our

Ageas Insurance Limited.

You, your

The policyholder whose name is on the **schedule** or, if **you** die, **your** legal personal representatives.

Young rider

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

Your classic motorcycle

Any **classic motorcycle** which **you** have a current **certificate of motor insurance** for under this policy.



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Introducing your Optima classic bike insurance policy

This booklet gives full details of **your** cover.

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

If **you** have any questions, please contact **your** insurance broker or intermediary and they will help **you**.

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

Our contract with you

We will provide **classic motorcycle** insurance under the terms, exceptions, conditions and endorsements of this policy, during any period for which **we** have accepted **your** premium.

The contract is based on the **proposal** (or any **statement of facts** or **statement of insurance** **we** prepare using the information **you** have provided), and any declaration **you** make. The **schedule**, any **endorsements** and the **certificate of motor insurance** are all part of this policy. **You** must read all the documents that make up **your** policy as one document.

The law that applies to this policy

English law will apply to this contract unless **you** and **we** agree otherwise. (If **you** live in Jersey, the law of Jersey will apply to this contract and the Jersey courts will have exclusive jurisdiction over disputes between **us** and **you** in relation to it.)

Language

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

Cooling-off period

We hope that **you** will be happy with **your** insurance policy. However, if this policy does not meet **your** needs **you** have 14 days from the date **you** received **your** policy documents to cancel the policy and get a full refund. (**We** will not give **you** a refund if **you** have claimed for the total loss of **your classic motorcycle** or an incident has happened where **you** could make a claim for a total loss.)

To cancel **your** policy, please contact the insurance broker or intermediary who sold **you** **your** policy.

To get a refund, **you** must return this policy and any **certificate of motor insurance** or cover note.



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

Your cover

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

If **you** have third party, fire and theft cover, sections 1, 2 (loss or damage caused by fire, theft or attempted theft only), 4, 5 and 6 apply.

If **you** have cover for third party only, sections 1, 5 and 6 apply.

If **you** have laid-up cover, sections 2 (loss or damage caused by accidental damage, malicious damage, fire, theft or attempted theft only) and 4 apply. **You** can only choose this cover if:

- **your classic motorcycle** is off the road;
- **your classic motorcycle** is not taxed; and
- **you** have made a Statutory Off Road Notification (SORN) to the Driver and Vehicle Licensing Agency.

Section 1 – Liability to other people

What we will cover	What we will not cover
<p>a Cover for your liabilities</p> <p>This policy covers you for:</p> <ul style="list-style-type: none">• all your legal responsibilities as a result of death of or injury to anybody caused by an incident involving your classic motorcycle; and• damage to any property as a result of an incident involving your classic motorcycle. We will pay up to £20 million (including all costs, expenses and indirect losses, apart from those covered under the legal expenses part of your policy). This cover applies to any one event or any series of incidents resulting from one event.	<p>This applies to all claims made under parts 1a, 1b, 1c and 1d of the policy.</p> <ul style="list-style-type: none">• We will not cover you to ride or drive any vehicle that is not covered under this policy.• We will not cover loss of or damage to your belongings or the belongings of anybody else insured.• We will not cover anyone riding your classic motorcycle who has never held a licence to ride it or who is disqualified from driving.• We will not cover anyone who fails to keep to any of the terms, conditions and endorsements of this policy.• We will not cover the liability of anyone insured under this policy for causing the death of, or injury to, any employee who was carrying out any activity associated with their work at the time of the accident, unless the Road Traffic Acts say otherwise.• We will not cover loss of or damage to the classic motorcycle being used or ridden at the time of the incident.• We will not cover loss of or damage to any trailer or vehicle you tow.
<p>b Static display</p> <p>We will also provide the cover outlined in section 1a when your classic motorcycle is part of a static display (where it is parked and not being ridden).</p>	
<p>c Rallies</p> <p>We will also provide the cover outlined in section 1a when your classic motorcycle is being used in connection with local, national or international rallies organised by owners' clubs which are recognised by the Driver and Vehicle Licensing Agency (DVLA). This cover does not apply to any rally that includes any racing, pacemaking, or being in any contest or speed trial other than hill climbs.</p>	

Section 1 – Liability to other people – continued

What we will cover	What we will not cover
<p>d Cover for other people</p> <p>We will also provide the cover outlined in section 1a for:</p> <ul style="list-style-type: none">• anyone insured by this policy to ride your classic motorcycle as long as they have your permission;• anyone you allow to use (but not ride) your classic motorcycle for social, domestic and pleasure purposes (that is, not or business purposes);• anyone who is travelling on or getting on or off of your classic motorcycle; and• your employer (as long as they have your permission to use your classic motorcycle and are allowed to do so by your current certificate of motor insurance). <p>e Cover for legal personal representatives</p> <p>If anyone insured under the policy dies, we will transfer the protection we provide under this policy to their estate.</p> <p>f Emergency medical treatment</p> <p>We will pay for emergency treatment fees as set out in the Road Traffic Acts.</p> <p>g Legal expenses</p> <p>If we give our permission in writing beforehand, we will pay the fee for a solicitor to:</p> <ul style="list-style-type: none">• represent anybody insured under this policy at any coroner's inquest or fatal accident inquiry; or• defend anybody insured under this policy in a magistrates' court, as long as the case relates to an event you may be able to claim for under parts 1a, 1b, 1c or 1d of this policy. <p>We will pay for legal services to defend anyone insured under this policy if legal action is taken against them for:</p> <ul style="list-style-type: none">• manslaughter;• causing death by dangerous driving; or• causing death after drinking alcohol or taking drugs. <p>The following conditions apply to legal expenses cover.</p> <ul style="list-style-type: none">• You must ask us and we must agree to provide the cover.• The deaths the legal action relates to must be covered under this policy.• The event causing the deaths must have happened in the United Kingdom.	

Section 2 – Loss of, or damage to, your classic motorcycle

What we will cover	What we will not cover
<p>If your classic motorcycle, its accessories and spare parts or toolkit are lost, stolen or damaged, we will:</p> <ul style="list-style-type: none">• settle your claim by sending you a payment for the amount of the loss or damage;• replace what is lost or is damaged (if this is more cost-effective than repairing it); or• repair the damage ourselves. <p>The most we will pay</p> <p>We will not pay more than the market value of your classic motorcycle (including any accessories and spare parts or toolkit) at the time of the loss or damage, less any excess that may apply, unless there is an agreed value for your classic motorcycle shown on your schedule.</p> <p>Hire-purchase, leasing and other agreements</p> <p>If your classic motorcycle is owned by someone else, we will settle any claim by paying the legal owner before paying anything left over to you.</p> <p>Restoration or repair</p> <p>If you have chosen laid-up cover and your classic motorcycle is being restored or repaired by someone else on their commercial premises, we will cover loss or damage under this section to your classic motorcycle if the restorer or repairer has no insurance in force that covers the loss or damage.</p> <p>Registration plates</p> <p>We will pay for the cost of replacing the registration plates fitted to your classic motorcycle in the same style as the plates fitted before the loss or damage happened.</p> <p>Parts that are not available</p> <p>We may decide to repair your classic motorcycle with parts which have not been made or supplied by your classic motorcycle's manufacturer, but which are of a similar standard.</p> <p>We are not responsible for:</p> <ul style="list-style-type: none">• any extra costs of storing your classic motorcycle that result from any accessory or part not being available; or• the cost of importing any accessory or part into the United Kingdom. <p>Removing and delivering your classic motorcycle</p> <p>If your classic motorcycle is in the United Kingdom and cannot be ridden as a result of loss or damage which is covered under this policy, we will pay the cost of protecting it and taking it to the nearest suitable repairer. We will also pay the cost of delivering your classic motorcycle to you at the address shown in your schedule after it has been repaired.</p>	<ul style="list-style-type: none">• We will not cover the excesses shown in your schedule.• We will not cover loss or damage caused by wear and tear.• We will not cover any reduction in the market value of your classic motorcycle (for example reductions caused by the age of the classic motorcycle or the number of miles it has covered).• We will not cover loss in the market value of your classic motorcycle resulting from any repair, whether or not this has happened as a result of any claim under this policy.• We will not cover any mechanical, electrical or computer equipment breaking or failing to work properly.• We will not cover damage to tyres caused by braking, punctures, cuts or bursts.• We will not cover damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound.• We will not cover loss of, or damage to, any trailer, caravan or vehicle, or anything inside, while being towed by or attached to your classic motorcycle.• We will not cover you for loss of use or other indirect losses (such as travel costs or loss of earnings) other than those set out in section 3 of this policy.• We will not cover your classic motorcycle being stolen by someone who claims to be a buyer or a buying or selling agent.• We will not cover loss of, or damage to, your classic motorcycle if, at the time of the incident, someone in your family or someone who is living with you was using it without your permission. (This exception does not apply if you report the person using your classic motorcycle to the police for taking your classic motorcycle without your permission.)• We will not cover loss or damage caused by any government, public or local authority legally taking, keeping or destroying your classic motorcycle.• We will not cover loss of, or damage to, phones, games consoles, electronic-navigation or radar-detection equipment not permanently fitted to your classic motorcycle and which was not part of the manufacturer's specification when your classic motorcycle was first registered.• We will not cover loss of, or damage to, your classic motorcycle caused by filling the fuel tank with the incorrect fuel.• We will not cover loss of, or damage to, your unattended classic motorcycle if the keys (or any alternative electronic or mechanical device designed to operate the ignition system of the motorcycle) are in or on your classic motorcycle.

Section 2 – Loss of, or damage to, your classic motorcycle – continued

What we will cover	What we will not cover								
<p>Young riders or inexperienced riders</p> <p>If your classic motorcycle or any of its accessories and spare parts are damaged while it is being ridden by a young rider or an inexperienced rider, you will be responsible for the first part of the cost, on top of any compulsory and voluntary excesses set out in your schedule, as shown below.</p> <table border="1"> <thead> <tr> <th>Young rider</th> <th>Amount you pay</th> </tr> </thead> <tbody> <tr> <td>Under 21 years</td> <td>£250</td> </tr> <tr> <td>21-24 years</td> <td>£150</td> </tr> <tr> <td>Inexperienced rider</td> <td>£150</td> </tr> </tbody> </table>	Young rider	Amount you pay	Under 21 years	£250	21-24 years	£150	Inexperienced rider	£150	
Young rider	Amount you pay								
Under 21 years	£250								
21-24 years	£150								
Inexperienced rider	£150								

Section 3 – Hotel or travel expenses

What we will cover	What we will not cover
<p>If your classic motorcycle cannot be ridden after an accident or loss covered by this policy, we will pay:</p> <ul style="list-style-type: none"> • up to £50 for the rider of the classic motorcycle to stay in a hotel for one night if you cannot continue your journey until the next day; or • travel expenses of up to £100 in total for you and any pillion passenger who was travelling with you on the classic motorcycle. <p>The most we will pay for any one event is £100. Your excess does not apply to this part of the policy.</p>	

Section 4 – Lost or stolen classic motorcycle keys and replacing locks

What we will cover	What we will not cover
<p>If you lose your classic motorcycle keys or they are stolen, and we decide that it is necessary to replace the keys and locks to prevent your classic motorcycle from being stolen, we will pay for this as long as you did not leave the keys in or on your classic motorcycle when they were lost or stolen.</p> <p>The most we will pay for any one event is £400. Your excess does not apply to this part of the policy.</p>	

Section 5 – Travelling abroad

What we will cover	What we will not cover
<p>Your policy provides the cover you have chosen (comprehensive, third party fire and theft or third party only) within the non-UK territorial limits for up to 90 days in any period of insurance. See the 'Definitions' section.</p> <p>Minimum cover outside the territorial limits</p> <p>This policy also provides the minimum cover you need by law to use your classic motorcycle in any country not in the European Union which the Commission of the European Communities approves as meeting the conditions of Article (8) of the EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.</p> <p>If you need more than the minimum cover outside the territorial limits and we agree to give you this cover, as long as you pay any extra premium we ask for we will give you an international insurance certificate (Green Card) which proves you are insured for the time you will be away.</p> <p>Customs duty and delivery costs</p> <p>If your classic motorcycle is within the non-UK territorial limits, and is not fit to ride because of loss or damage covered by this policy and we agree beforehand, we will pay:</p> <ul style="list-style-type: none">• the cost of delivering it to your address in the United Kingdom; and• any customs duty you have to pay as a direct result of the loss or damage.	

Section 6 – Cover when your classic motorcycle is being serviced, examined or repaired

What we will cover	What we will not cover
<p>Your cover continues to apply to your classic motorcycle when it is being serviced, examined or repaired at premises involved in the motor trade.</p> <p>At these times the limits about riding and using your classic motorcycle set out in your certificate of motor insurance will not apply, as long as it is only being ridden or worked on by a motor trader or their employees.</p> <p>If at the time a claim is made under this section any other policy exists that would cover the claim, we will pay only our share of the claim.</p>	

General exceptions under this policy

1 Classic motorcycle user

This policy does not apply when any **classic motorcycle** it covers is:

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

2 Contracts

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

3 War

This policy does not cover any loss or damage caused by war, invasion (whether or not war is declared), revolution, military force, **acts of terrorism** or other hostile events, unless **we** must provide cover under the Road Traffic Acts.

4 Radioactivity

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

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

5 Using your classic motorcycle on airfields

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

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

6 Pollution

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

7 Fraud

We will not pay any claim and all cover under the policy will end from the date **you** (or anyone acting for **you**):

- make a false or exaggerated claim or support **your** claim with forged or fraudulent documents or evidence; or
- deliberately cause the loss, damage or injury.

8 Riot

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

9 Earthquake

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

10 Use on a racetrack

This policy will not cover loss, damage, injury or liability arising while **your classic motorcycle** is being used on a **racetrack** or for completing pre-paid laps on circuits or de-restricted toll roads such as the Nurburgring.

11 Deliberate acts

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

Conditions that apply to all of this policy

1 General

We will only provide the cover set out in this policy if **you** keep to all the terms and conditions of the policy.

2 Your duty

All the information given to **us** must be complete and correct as far as **you** know. **You** are responsible for making sure that information relating to all riders the policy covers is complete and correct.

If **we** discover that **you** (or someone acting for **you**) deliberately gave **us** incomplete or false information, all cover under this policy will end. **We** will treat the policy as though it never existed and **we** will not pay **your** claim.

We may also recover any money **we** may have paid under this policy.

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

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

You must give **us**, as soon as possible, full details of any event that could lead to a claim under this policy. **You** must not:

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

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

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

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

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

4 Other insurance

If **you** are covered by any other policy for any claim, **we** will pay only **our** share of the claim (unless **we** say otherwise in this policy).

5 Taking care of your classic motorcycle

You must make sure that:

- **your classic motorcycle** is in a roadworthy condition and is safe to ride; and

- **you** do all **you** can to keep **your classic motorcycle** and its accessories safe.

If **your classic motorcycle** is damaged by something covered under this policy, **you** must do whatever is necessary to protect **your classic motorcycle** and its accessories from further loss or damage. If **we** ask, **you** must let **us** examine **your classic motorcycle** as long as **we** give **you** notice. **Your classic motorcycle** must have a current MOT certificate (if it applies).

6 Cancelling your cover

If this policy does not meet **your** needs, **you** have 14 days from the date **you** received **your** policy documents to cancel the policy and get a full refund. (**We** will not give **you** a refund if **you** have claimed for the total loss of **your classic motorcycle** or an incident has happened where **you** could make a claim for a total loss.)

To cancel **your** policy, please contact the insurance broker or intermediary who sold **you** **your** policy.

To get a refund, **you** must return this policy and any **certificate of motor insurance** or cover note.

If **you** want to cancel **your** policy after this 14-day period, **you** must write to tell **us** and send **us** **your certificate of motor insurance** at the same time. As long as **you** have not made a claim under the policy, **we** will refund part of **your** premium on the following basis.

- Up to one month's cover - 75%
- Up to two months' cover - 62.5%
- Up to three months' cover - 50%
- Up to four months' cover - 37.5%
- Up to six months' cover - 25%
- Up to eight months' cover - 12.5%
- Over eight months' cover - no refund

We will cancel **your** policy from the date **we** receive **your certificate of motor insurance**.

We, or **your** insurance broker or intermediary, may cancel this policy by giving **you** seven days' notice in writing, which **we** will send by recorded delivery to the most recent address **we** have for **you**. **You** must send **us** the **certificate of motor insurance** before **we** can refund any premium.

The reason for cancellation will be set out clearly in the communication with **you**. Valid reasons include, but will not be limited to, those listed below;

- Changes to the information detailed on **your proposal**, **statement of insurance** or **statement of fact**, **schedule** or **certificate of motor insurance** which result in **us** no longer wishing to provide cover.

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

If **you** sell or get rid of **your classic motorcycle**, **you** must tell **us** immediately. All cover under this policy will stop unless **you** replace **your classic motorcycle** and give **us** its details within seven days of getting rid of **your** previous **classic motorcycle**.

7 Settling disagreements

If **we** accept **your** claim under sections 2, 4, 5 or 6 of this policy but **we** and **you** cannot agree the amount **we** should pay, **we** will pass the matter to an arbitrator to decide. The arbitrator is an independent person who **we** and **you** will appoint in line with the law in force at the time. **You** cannot take legal action against **us** before the arbitrator makes a decision.

8 Paying your premium

If **you** have not paid **your** premium, **we** will not provide cover from the date the premium was due.

9 Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** may enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

10 Telling us about changes in your circumstances

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

- **you** want to change the riders insured under this policy;
- **you** move house or change the place **you** keep **your classic motorcycle**;
- **you** expect to do fewer or more miles each year;
- **your** name changes (for example, by marriage);

- **you** change **your classic motorcycle** or the owner of **your classic motorcycle** changes;
- **you** change what **you** use **your classic motorcycle** for (for example, **you** start using it for business purposes);
- **you** get a new job (full-time or part-time) or take on a second job;
- **you** make changes to **your classic motorcycle** (including fitting security devices);
- the condition or specification of **your classic motorcycle** changes (if **your classic motorcycle** is covered on an **agreed value** basis); or
- **you** develop any physical or mental problem that affects **your** ability to ride.

This is not a full list. If **you** are not sure whether **you** need to tell **us** about a change in circumstances, tell **us** anyway.

11 Agreed value

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

Making a claim

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

Call **us** on **0345 126 2599** (or **+44 2392 205 441** if **you** are phoning from outside the **United Kingdom**) as soon as possible. **You** can do this at any time of the day.

You will need to tell us:

- **your** policy number or the number shown on **your certificate of motor insurance**;
- **your** personal details;
- the rider's personal details, if **you** were not riding **your classic motorcycle**; and
- full details of what happened, including the details of any other people or vehicles involved and any witnesses' names and addresses.

We will validate **your** claim and discuss with **you** how **your** claim will be progressed.

Getting your classic motorcycle repaired

If **your classic motorcycle** can be repaired, **we** will agree with **you** how to repair it.

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

Or, if **you** prefer, **we** have a network of approved repairers across the **United Kingdom** who can arrange to start work on **your** damaged **classic motorcycle** as soon as possible. **We** will contact the nearest repairer to **you**. **You** do not need to get estimates for the repair because **we** already have agreements in place with **our** repairers. **We** can arrange to collect **your classic motorcycle** from **your** home and return it to **you** once it has been repaired. When **your classic motorcycle** has been repaired, **you** will need to pay the repairer the **excess** and any contribution that may apply.

We have chosen repairers carefully to make sure **you** receive the highest standard of repairs and service. All repairs carried out by repairers **we** approve are backed by a three-year warranty.

If your classic motorcycle cannot be repaired

If **your classic motorcycle** cannot be repaired, **we** will call it a total loss and it will become **our** property. **You** must send **us** its registration document (V5 or V5C).

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

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

Before **we** can deal with **your** claim as a total loss, **you** must send **us**:

- **your certificate of motor insurance**;
- the vehicle registration document (V5 or V5C);
- the MOT test certificate (if this applies);
- all sets of **classic motorcycle keys**;
- details of any money **you** still owe for the **classic motorcycle**; and
- any other documents **you** may want **us** to take into account when valuing **your classic motorcycle** (such as the **classic motorcycle's** service history).

If possible, please also send **us** the receipt for **your classic motorcycle**. This will help **us** deal with **your** claim faster.

Please send the documents to **us** direct so **we** can pay **your** claim as soon as possible. **We** will contact **you** to agree the **market value** of **your classic motorcycle**, unless there is an **agreed value** for **your classic motorcycle** shown on **your schedule**. From this value **we** will take off the amount of:

- any **excess**;
- any money **you** owe; and
- any premium **you** have not yet paid. **You** must still pay the full yearly premium because **we** have met all **our** responsibilities to **you** under the policy.

If your classic motorcycle is stolen

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

If the **classic motorcycle** is not found **we** will treat it as a total loss.

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

Personalised number plates

If **your classic motorcycle** is stolen and not found, or declared a total loss, **you** should contact the Driver and Vehicle Licensing Agency (DVLA) as soon as possible to transfer **your** number plate to a replacement vehicle.

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

Claiming for 'uninsured losses'

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

If **you** have an accident and it is not **your** fault, **you** may be able to claim these costs back from the other driver. Before **you** contact the other driver or their insurers direct **you** must tell **us** that this is what **you** plan to do.

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

Privacy notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

You should show this notice to anyone else insured or proposed to be insured to drive **your classic motorcycle** under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use your personal information

We are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **your** personal information to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **your** personal information to assess **your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about you from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share **your** personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims
- for underwriting purposes, such as assessing **Your** application, arranging **Your** policy and at renewal stage including;
 - providing **your** (or any person included on the **proposal**) driving licence number to the DVLA to confirm licence status, entitlement and relevant restriction information and **endorsement/conviction** data. Searches may be carried out prior to and at any point during your insurance policy including any mid-term adjustment and renewal stage. (For details relating to information held about **you** by the DVLA please visit www.MyLicence.org.uk)
 - search **your** (or any person included on the **proposal**) ‘No Claims Discount’ (“NCD”) details against a No Claims Discount database to obtain information in relation to **your** NCD entitlement. Such searches may be carried out against driving licence number, name, date of birth, Vehicle Registration Mark (“VRM”) and or postcode. (A search of the driving licence number with the DVLA or against the NCD Database should not show a footprint against the driving licence.)
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

You can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out on page 17.

Preventing and detecting crime

We may use **your** personal information to prevent crime. In order to prevent and detect crime **we** may:

- check **your** personal information against **our** own databases;

- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by fraud prevention agencies. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out on page 17;
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers; and/or
- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If **you** are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. **You** can find out more at www.mib.org.uk
- undertaking searches against **Your** (or any person included on the **proposal**) driving licence number against details held by the DVLA to confirm **Your** licence status, entitlement and restriction information and **endorsement**/conviction data.
- search **your** (or any person included on the proposal) NCD details against a No Claims Discount database to obtain information in relation to **your** NCD entitlement. Such searches may be carried out against **your** (or the relevant person included on the **proposal**) driving licence number, name, date of birth, Vehicle Registration Mark (“VRM”) and or postcode.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

Marketing

We may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

We will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Our customer-care policy

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following.

If **you** have a complaint about **your** claim, please telephone **us** on the number shown in **your** claims documents. Alternatively **you** can write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/complaints.

Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

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

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** insurance agent to report **your** complaint.

We promise to:

- try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days.
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- aim to resolve **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** and provide **you** with **our** final response.

Financial Ombudsman Service

You may be able to pass **your** complaint to the Financial Ombudsman Service if **you** are not satisfied with **our** final response, or if **we** have not issued **our** final response within 8 weeks from **you** first raising the complaint. The Financial Ombudsman Service is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: **0800 023 4567** if calling from a land line or **0300 123 9123** if calling from a mobile.

You can visit the Financial Ombudsman Service website at www.fos.org.uk

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

Prudential Regulation Authority & Financial Conduct Authority

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check their website (www.fca.org.uk), which includes a register of all the firms they regulate. Or **you** can phone them on **0845 606 1234**.

Financial Services Compensation Scheme

If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third party motor insurance, are covered in full. Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance, such as damage to the insured car and for any unused premium, are covered up to 90% of the value of the claim submitted.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by phone on **020 7741 4100**.

What to do if you have an accident

If **you** are involved in an accident or **your classic motorcycle** is stolen, call **us** on **0345 126 2599** (or **+44 2392 205 441** if **you** are phoning from outside the **United Kingdom**). Lines are open 24 hours a day.

The following guidelines will help **us** to help **you** with **your** claim.

1 Stop your classic motorcycle if you:

- have an accident with another vehicle;
- hit a pedestrian;
- hit certain animals (for example, farm animals or dogs); or
- hit another person's property.

It is against the law to drive away.

2 Exchange all details

Make sure **you** get:

- the names, phone numbers and addresses of everyone involved (including any witnesses);
- the details of their insurance companies (including names and policy numbers if the people know them); and
- the registration numbers of the vehicles involved.

3 Show your certificate of motor insurance

- If someone is injured in the accident, **you** must show **your certificate of motor insurance** to anyone who has a good reason for asking to see it.
- **You** must also tell the police within 24 hours of the incident, and also show them **your certificate of motor insurance**.

4 Do not admit the accident was your fault or offer any payment

Accidents are stressful, but it is essential that **you** do not:

- admit **you** are to blame; or
- offer to pay anything;

as it could be difficult for **us** to manage **your** claim and may also affect **your** rights.

Please tell **us** if any other person admits the accident was their fault.

5 Write down all the facts

Write down all the facts of the accident as soon as possible, no matter how trivial the fact may seem at the time – these facts may help **us** prove **your** case.

- If possible, take a photo of the scene. It is a good idea to carry a small disposable camera at all times while riding.

- If **you** do not have a camera, draw a diagram of the scene. Show as much detail as **you** can – for example, the position of all the vehicles involved (before and after the accident), road names, road signs and markings, the width of the road, skid marks, where the witnesses were, and anything that was blocking **your** and other people's views.
- Write down what the weather was like, including whether it affected visibility (for example, fog) and the condition of the road.
- If anyone is injured, write down their name and their injury.

6 Letters and documents

You must send **us** all letters and documents **you** receive to do with the accident. Do not answer them yourself. Do not try to deal with any claim unless **we** have agreed this with **you**.

7 Theft

If **your classic motorcycle** is stolen, **you** must report it to the police as soon as possible.

8 Note

It will help speed up **your** claim if **you** have all **your** documents to hand when **you** make **your** claim, such as **your**:

- **certificate of motor insurance**;
- driving licence;
- vehicle registration document (V5 or V5C); and
- MOT test certificate (if it applies).

We will then guide **you** through the claims process.

To make a claim, phone **us** on **0345 126 2599**. If phoning from outside the **United Kingdom** **+44 2392 205 441**. It is important that **you** only use these numbers to claim.

To make a claim, call 0345 126 2599
Please add this number to **your** mobile phone

Ageas Insurance Limited

Registered office address

Ageas House, Hampshire Corporate Park,
Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

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