

# **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).

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.

#### Kev

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. vour

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.

Andy Watson

CEO, Ageas Insurance Ltd

## 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

#### a Cover for your liabilities

This policy covers you for:

- all your legal responsibilities as a result of death of or injury to anybody caused by an incident involving your 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.

#### **b** Static display

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).

#### c Rallies

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.

#### What we will not cover

This applies to all claims made under parts 1a, 1b, 1c and 1d of the policy.

- 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.

## Section 1 – Liability to other people – continued

What we will cover	What we will not cover
<ul> <li>d Cover for other people</li> <li>We will also provide the cover outlined in section 1a for:</li> <li>anyone insured by this policy to ride your classic motorcycle as long as they have your permission;</li> <li>anyone you allow to use (but not ride) your classic motorcycle for social, domestic and pleasure purposes (that is, not or business purposes);</li> <li>anyone who is travelling on or getting on or off of your classic motorcycle; and</li> <li>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).</li> </ul>	
e Cover for legal personal representatives  If anyone insured under the policy dies, we will transfer the protection we provide under this policy to their estate.	
f Emergency medical treatment We will pay for emergency treatment fees as set out in the Road Traffic Acts.	
g Legal expenses  If we give our permission in writing beforehand, we will pay the fee for a solicitor to:  • represent anybody insured under this policy at any coroner's inquest or fatal accident inquiry; or  • defend anybody insured under this policy in a magistrates' court, as long as the case relates to an event you may be able to claim for under parts 1a, 1b, 1c or 1d of this policy.  We will pay for legal services to defend anyone insured under this policy if legal action is taken against them for:  • manslaughter;  • causing death by dangerous driving; or  • causing death after drinking alcohol or taking drugs. The following conditions apply to legal expenses cover.  • You must ask us and we must agree to provide the cover.  • The deaths the legal action relates to must be covered	
<ul> <li>The deaths the legal action relates to must be covered under this policy.</li> <li>The event causing the deaths must have happened in the United Kingdom.</li> </ul>	

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

#### What we will cover

If your classic motorcycle, its accessories and spare parts or toolkit are lost, stolen or damaged, we will:

- 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 costeffective than repairing it); or
- · repair the damage ourselves.

#### The most we will pay

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.

#### Hire-purchase, leasing and other agreements

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.

#### Restoration or repair

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.

#### **Registration plates**

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.

#### Parts that are not available

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

We are not responsible for:

- · 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.

#### Removing and delivering your classic motorcycle

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.

#### What we will not cover

- We will not cover the excesses shown in your schedule.
- **We** will not cover loss or damage caused by wear and tear.
- We will not cover any reduction in the market value of your 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 vour 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		Wh
Young riders or inexperi	ienced riders	
If your classic motorcyc	ele or any of its accessories and	
spare parts are damaged	d while it is being ridden by a <b>young</b>	
rider or an inexperience	d rider, you will be responsible	
for the first part of the cos	st, on top of any compulsory and	
voluntary excesses set ou	it in <b>your schedule</b> , as shown	
below.		
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
If your classic motorcycle cannot be ridden after an accident or loss covered by this policy, we will pay:  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.	
The most <b>we</b> will pay for any one event is £100. <b>Your excess</b> does not apply to this part of the policy.	

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

What we will cover	What we will not cover
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. The most we will pay for any one event is £400. Your excess does not apply to this part of the policy.	

## Section 5 – Travelling abroad

What we will cover	What we will not cover
Your policy provides the cover you have chosen	
(comprehensive, third party fire and theft or third party only)	
within the <b>non-UK territorial limits</b> for up to 90 days in any	
period of insurance. See the 'Definitions' section.	
Minimum cover outside the territorial limits	
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.	
If you need more than the minimum cover outside the	
territorial limits and we agree to give you this cover, as long	
as <b>you</b> pay any extra premium <b>we</b> ask for <b>we</b> will give <b>you</b> an	
international insurance certificate (Green Card) which proves	
you are insured for the time you will be away.	
Customs duty and delivery costs	
If your 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 <b>we</b> agree beforehand, <b>we</b> will pay:	
<ul> <li>the cost of delivering it to your address in the United</li> </ul>	
Kingdom; and	
<ul> <li>any customs duty you have to pay as a direct result of the</li> </ul>	
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
Your cover continues to apply to your classic motorcycle when it is being serviced, examined or repaired at premises involved in the motor trade.  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.  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.	

# 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

You can cancel this policy at any time by calling the insurance advisor who sold you the policy. If cover has not yet started we will refund any premium paid in full. If you cancel within the first 14 days, we'll refund you for the time that is left on the policy, providing a claim has not been made under the policy. If you cancel after the first 14 days and as long as you have not made a claim under the policy, 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

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

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
- 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

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 iob:
- 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**

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website www.ageas.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

#### **Collecting your information**

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

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

#### **Using your information**

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

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

If you have given us such information about someone else, you would have confirmed that you have their permission to do so.

#### **Sharing your information**

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

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

#### **Keeping your information**

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

## Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

#### Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy.

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

# How to make a complaint

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

If we can't, then we'll:

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

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

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

If you've a complaint regarding your claim, please telephone us on 0345 122 3018.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Our address:

Customer Services Advisor Ageas House Hampshire Corporate Park Templars Way Eastleigh Hampshire **SO53 3YA** 

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

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

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

You can find out more information about how to complain to the Ombudsman online at: www.financial-ombudsman.org.uk.

Alternatively, you can write to the Ombudsman at:

Financial Ombudsman Service **Exchange Tower** London E14 9SR

By phone: 0800 023 4567

By email: complaint.info@financial-ombudsman.org.uk

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

#### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS).

In the very unlikely event that Ageas was to go bust, your insurance policy would still remain valid in the event that you needed to make a claim. For more details about the scheme visit www.fscs.org.uk or telephone 0800 678 1100 or 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 address Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

Registered in England and Wales No 354568

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