



# Optima Bike

## Policy Wording

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**To make a claim, call 0844 748 0119**  
Please add this number to your mobile phone



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# What our terms mean

Any word or expression which is defined on this page is to have the same meaning wherever it appears in the policy documents irrespective of its typeface or colour.

## You

The policyholder whose name is on the **schedule** or, in the event of **your** death, **your** legal personal representatives.

## We, us, Ageas Insurance

Ageas Insurance Limited.

## Your Bike or Your Motorcycle

Any **bike**, motorbike or **motorcycle** for which **you** have a current **certificate of motor insurance** under this policy.

## Certificate of Motor Insurance

Evidence that **you** have motor insurance as required by law.

## Pollution or Contamination

All **pollution** or **contamination** of buildings or other structures or of water or land or the atmosphere.

All injury loss or damage directly or indirectly caused by the **pollution** or **contamination**.

## Market Value

The cost of replacing **your motorcycle** with a **motorcycle** of the same make, model, specification, age, mileage and condition as **your motorcycle** was immediately before the loss or damage **you** are claiming for.

## United Kingdom

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

## Great Britain

England, Scotland and Wales.

## Excess

The first amount of any claim which **you** will be responsible for if **your motorcycle** is lost, stolen or damaged.

## Young Rider

A person under 30 years old at the time of an event which **you** or they may be entitled to claim for.

## Inexperienced Rider

A person who has a provisional licence or a person who has held a full licence for less than 12 months at the time of an event which **you** may be entitled to claim for.

## The Schedule

The **schedule** attached to this policy. Please read the **schedule** carefully as it sets out the cover **we** will give **you** under this policy.

**We** will give **you** a replacement **schedule** whenever **you** renew the policy or if **you** make any changes to the policy during the period of insurance.

The terms used in the **schedule** to define the cover have the following meaning:

## Comprehensive

All parts of this policy apply.

## Third party, fire and theft (TPF&T)

All parts of this policy apply. Part A1 and Part B will only apply for loss or damage resulting from fire or theft or an attempted theft.

## Third party only (TPO)

All parts of this policy apply except for Part A1 and Part B.

## Fire and theft only (F&T)

Part A1 of this policy applies but only for loss or damage resulting from fire or theft or an attempted theft.

## Accessories

Items which are permanently attached to **your motorcycle**. Helmets, gloves and other items **you** wear are not included.

## Acts of Terrorism

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

# Introducing your Optima Bike policy

## Our contract with you

This policy is a contract solely between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this policy in favour of any third party.

The proposal (or any statement of fact or statement of insurance prepared from information **you** have provided) and declaration **you** make are part of this contract. The **schedule**, any endorsements and the **certificate of motor insurance** are all part of this policy. **You** must read them all as one document. **We** will insure **you** against legal liability, loss or damage under the sections shown in the **schedule** during any period of insurance set out in the **schedule**. **You** must keep to the conditions of this policy.

The cover applies throughout Great Britain, Northern Ireland, the Isle of Man, Channel Islands and any other country which is a member of the European Union except when **we** say otherwise. **Your motorcycle** is also covered when in transit within these countries and between any of their ports.

On behalf of Ageas Insurance Limited.



François-Xavier Boisseau - CEO, Insurance  
Ageas Insurance Limited

## The law which applies to our contract

**You** and **we** can choose the law which will apply to this contract. **We** have decided the law which will apply will be the law of the country in which **you** live.

If **you** do not live in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, the law which will apply is the law of England and Wales.

## Important

Please read this policy, **schedule**, any endorsements and certificate of insurance carefully and make sure that they meet **your** needs. If **you** have any queries please contact **your** broker or intermediary who will be glad to help **you**. Please keep this policy, **schedule**, any endorsements and certificate of insurance in a safe place. **You** may need to refer to them if **you** make a claim.

## 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 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.

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

**We** may record phone calls.

## For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited  
Personal Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY  
Phone: **0844 748 0117**  
Email: [claims.director@ageas.co.uk](mailto:claims.director@ageas.co.uk)

## For complaints about policy administration and documents, contact the Personal Lines Service Manager at:

Ageas Insurance Limited  
60 Spring Gardens  
Manchester  
M60 1HU  
Phone: **0161 834 9888**  
Fax: **0844 748 0207**  
Email: [underwritingcustomerservice@ageas.co.uk](mailto:underwritingcustomerservice@ageas.co.uk)

**We** promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **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** again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

## Financial Ombudsman Service

**You** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
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](http://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.

## Regulation

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 the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk), which includes a register of all the firms they regulate. Or **you** can phone them on 0800 111 6768.

## Financial Services Compensation Scheme

**We**, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme.

Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on **0800 678 1100** or **020 7741 4100**.

# Your cover

## Loss of or damage to your motorcycle, its accessories or spare parts (Part A1)

What is insured	What is not insured
<p>If <b>your motorcycle</b> is lost, stolen, or damaged, <b>we</b> will either:</p> <ul style="list-style-type: none"><li>• repair the damage;</li><li>• replace what is lost or is damaged beyond economical repair; or</li><li>• pay <b>you</b> cash for the amount of the loss or damage.</li></ul> <p><b>We</b> have the right to choose which action to take in the case of any claim.</p> <p><b>Accessories</b> and spare parts which are only for <b>your motorcycle</b>, and are on <b>your motorcycle</b>, at the time of the loss or damage, will be covered in the same way.</p> <p>If a replacement for any damaged accessory or part of <b>your motorcycle</b> is not available <b>we</b> will pay the value of the accessory or part at the time of the loss. <b>We</b> will not pay more than the manufacturer's last quoted list price in the United Kingdom for the accessory or part. If such a list price is not available the most <b>we</b> will pay is the manufacturer's last quoted list price in the United Kingdom for an equivalent accessory or part. <b>We</b> may use <b>accessories</b> or parts, including recycled parts, which are not made or supplied by the manufacturer of <b>your motorcycle</b> but are of a similar type and quality to the parts <b>we</b> are replacing. <b>We</b> will not be responsible for additional storage costs caused by the unavailability of an accessory or spare part nor the cost of importation of any accessory or part into the United Kingdom.</p> <p>The most <b>we</b> will pay is the <b>market value</b> of <b>your motorcycle</b>, <b>accessories</b> and spare parts at the time of the loss or damage. In the event <b>we</b> cannot determine the <b>market value</b>, <b>we</b> will not pay more than the amount for which <b>you</b> insured them. If <b>your motorcycle</b> is under a hire purchase or leasing agreement, <b>we</b> will pay any claim to the legal owner.</p> <p>If <b>your motorcycle</b> cannot be ridden because of the loss or damage covered under this policy <b>we</b> will pay the reasonable cost of protecting <b>your motorcycle</b> and taking it to the nearest competent repairer. After it has been repaired <b>we</b> will pay the reasonable cost of delivering it to <b>your</b> address in the United Kingdom.</p>	<p>This applies to all claims under Part A1 of the policy. <b>We</b> will not pay for any of the following:</p> <ul style="list-style-type: none"><li>• any <b>excess</b> shown in the <b>schedule</b>;</li><li>• loss of use, loss of value, wear and tear;</li><li>• mechanical, electrical, electronic or computer failures or breakdowns;</li><li>• damage to tyres from braking or by road punctures, cuts or bursts;</li><li>• loss, destruction or damage caused directly by pressure waves caused by aircraft and other aerial devices travelling at or above the speed of sound;</li><li>• any reduction in the <b>market value</b> of <b>your motorcycle</b> following any repair whether or not as a result of any claim under this policy;</li><li>• loss of or damage to any trailer, sidecar or caravan whether or not it is being towed by or attached to <b>your motorcycle</b>;</li><li>• loss of <b>your motorcycle</b> by deception by someone who claims to be a buyer or a buying or selling agent;</li><li>• any further damage caused after an accident due to <b>your motorcycle</b> being used under its own power;</li><li>• loss of or damage to any telephone communication, satellite navigation equipment, radio, cassette, disc player or similar apparatus or <b>accessories</b> or parts of any such apparatus. This does not apply if there is an endorsement in the <b>schedule</b> saying otherwise;</li><li>• loss of or damage to <b>your motorcycle</b> caused by any government or public or local authority legally taking, keeping or destroying <b>your motorcycle</b>;</li><li>• loss or damage resulting from the repossession of the <b>motorcycle</b> or restitution to its rightful owner; or</li><li>• loss or damage to <b>your</b> unattended <b>motorcycle</b> if the keys (or any alternative electronic or mechanical device designed to operate the ignition systems of the <b>motorcycle</b>) are in or on <b>your motorcycle</b>.</li></ul>

## Loss of or damage to your motorcycle, its accessories or spare parts (Part A1) continued

What is insured	What is not insured										
<p>If <b>your motorcycle</b> is damaged by something covered under this policy <b>you</b> must:</p> <ul style="list-style-type: none"> <li>do whatever is necessary to protect <b>your motorcycle</b> and its <b>accessories</b>; and</li> <li>report the incident to <b>us</b> as soon as possible. Please refer to page 13 to 14 for full information on the reporting of claims.</li> </ul> <p>For details relating to audio and satellite navigation equipment, please read <b>your schedule</b>.</p> <p>For details relating to loss of keys and replacement of locks, please read <b>your schedule</b>.</p>	<p><b>Young riders &amp; inexperienced riders:</b></p> <p>If <b>your motorcycle</b> or any of its <b>accessories</b> and spare parts are damaged while it is being ridden by a <b>young rider</b> or an <b>inexperienced rider</b>, <b>you</b> will be responsible for the first part of the cost, on top of any compulsory and voluntary excesses set out in <b>your schedule</b>, 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>£150</td> </tr> <tr> <td>21-24 years</td> <td>£100</td> </tr> <tr> <td>25-29 years</td> <td>£50</td> </tr> <tr> <td><b>Inexperienced rider</b></td> <td>£50</td> </tr> </tbody> </table> <p><b>You</b> will not have to pay the amount stated if the damage is caused by fire, theft, attempted theft or malicious damage.</p>	Young rider	Amount you pay	Under 21 years	£150	21-24 years	£100	25-29 years	£50	<b>Inexperienced rider</b>	£50
Young rider	Amount you pay										
Under 21 years	£150										
21-24 years	£100										
25-29 years	£50										
<b>Inexperienced rider</b>	£50										

## Liability to others

What is insured	What is not insured
<p><b>Cover provided for you (Part A2)</b></p> <p>This policy covers <b>you</b> for:</p> <ul style="list-style-type: none"> <li><b>all you</b> legally have to pay for the death of or personal injury to any person as a result of an incident involving <b>your motorcycle</b>; and</li> <li>damage to any property as a result of an incident involving <b>your motorcycle</b>, but the indemnity against liability including all costs, expenses and indirect losses other than those covered under legal expenses (Part A5) for such damage is limited to £20,000,000 in respect of any such incident or series of incidents arising out of one event.</li> </ul> <p>The same cover will apply if <b>you</b> are riding in the United Kingdom any other <b>motorcycle</b> which the <b>certificate of motor insurance</b> allows <b>you</b> to ride providing <b>you</b> have the owner's permission to ride and the vehicle insured under this policy has an engine size of 351cc or more.</p> <p><b>You</b> must inform <b>us</b> immediately of the disposal of <b>your motorcycle</b> as shown on <b>your certificate of motor insurance</b>. All cover under this policy will cease unless a replacement <b>motorcycle</b> is acquired and details notified to <b>us</b> within seven days of the disposal of the originally insured <b>motorcycle</b>.</p> <p><b>Cover provided for other people (Part A3)</b></p> <p>What is insured:</p> <p>If <b>you</b> ask, <b>we</b> will provide the same cover to the following people:</p> <ul style="list-style-type: none"> <li>anyone <b>you</b> allow to ride <b>your motorcycle</b> if allowed by <b>your certificate of motor insurance</b>;</li> <li>anyone <b>you</b> allow to use <b>your motorcycle</b> for social domestic and pleasure purposes (this does not include riding);</li> <li>anyone travelling on or getting on or off <b>your motorcycle</b>; and</li> <li><b>your</b> employer for any <b>motorcycle you</b> or they use and which is covered by this policy. <b>Your</b> employer must have <b>your</b> permission and the rider and use must be allowed by <b>your certificate of motor insurance</b>. Except for <b>your motorcycle</b> any such <b>motorcycle</b> must not belong to or be hired to <b>your</b> employer.</li> </ul>	<p>This applies to all claims under Parts A2 and A3 of the policy. <b>We</b> will not pay for any of the following:</p> <ul style="list-style-type: none"> <li>loss of or damage to property belonging to, or in the custody or control of, any person insured under this part of the policy;</li> <li>anyone riding <b>your motorcycle</b> who has never held a licence to ride it or who is disqualified from holding or applying for such a licence;</li> <li>anyone who fails to keep to any of the terms, exceptions, conditions and endorsements of this policy;</li> <li>anyone entitled to cover under any other policy;</li> <li>liability for the death of or injury to any person arising out of their employment by any person insured under this policy except as required under the Road Traffic Acts; or</li> <li>loss of or damage to any <b>motorcycle</b> being used or ridden under this part of the policy.</li> </ul>

## Liability to others - continued

What is insured	What is not insured
<p><b>Cover provided for legal personal representatives (Part A4)</b></p> <p>If anyone insured under the policy dies <b>we</b> will transfer to their estate the protection <b>we</b> provide under this policy.</p> <p><b>Legal expenses (Part A5)</b></p> <p><b>General representation:</b></p> <p>If <b>we</b> give <b>our</b> prior written permission <b>we</b> will pay the fee for a solicitor to:</p> <ul style="list-style-type: none"><li>• represent any person insured under this policy at any coroner's inquest or fatal accident inquiry; and</li><li>• defend any person insured under this policy in a court of summary jurisdiction in connection with any accident which <b>you</b> may be able to claim for under Parts A2 or A3 of the policy.</li></ul> <p><b>Proceedings for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs:</b></p> <p><b>We</b> will pay for legal services to defend anyone insured under this policy if proceedings are taken against them for manslaughter or causing death by dangerous driving or causing death while under the influence of drink or drugs. The following conditions apply to this cover:</p> <ul style="list-style-type: none"><li>• <b>you</b> must ask <b>us</b> to provide and <b>we</b> must agree to provide the cover;</li><li>• liability for the death(s) giving rise to the proceedings must be covered under this policy; and</li><li>• the event causing the death(s) must have happened in the United Kingdom.</li></ul> <p><b>Hospital treatment (Part A6)</b></p> <p><b>We</b> will pay hospital treatment fees as required under the Road Traffic Acts.</p>	

## Use abroad

What is insured	What is not insured
<p><b>Foreign use (Part A7)</b></p> <p>This policy provides cover to use <b>your motorcycle</b> in any country which is a member of the European Union. This policy provides the minimum cover <b>you</b> need by law in any other country which agrees to meet European Commission Directives on motor insurance and satisfies the European Commission that it has made arrangements to meet the requirements of these Directives.</p> <p><b>We</b> will automatically extend this cover to that shown in <b>your</b> policy <b>schedule</b> for these countries subject to <b>your</b> trip length not exceeding 90 days and being of a temporary nature (such as a holiday).</p>	<p>Unless <b>we</b> have agreed to extend full policy cover for use of <b>your motorcycle</b> outside the European Union, <b>we</b> will not pay for any of the following:</p> <ul style="list-style-type: none"><li>• loss of or damage to <b>your motorcycle</b> or its <b>accessories</b> and spare parts;</li><li>• any third party liability which is more than the minimum cover required by the European Commission Directives; or</li><li>• any claim arising out of the use of <b>your motorcycle</b> in any country outside the European Union that does not meet the European Commission Directives.</li></ul>

### Extended cover

If **we** agree **we** will provide the wider cover shown in **your schedule** while **your motorcycle** is being used outside the European Union or while **your motorcycle** is in transit between the European Union and any other country which **we** have agreed to provide cover for.

For this wider cover to apply **you** must:

- request **us** to provide the cover before **your** departure;
- tell **us** which countries **you** are visiting;
- tell **us** **your** date of departure and return; and
- pay any required additional premium.



## Use abroad - continued

### International motor insurance certificate (Green Card)

A Green Card is no longer required for travel within those countries which are members of the European Union or which meet the requirements of the European Commission Directives on motor insurance.

For travel outside these countries a Green Card will be issued showing the countries and dates for which the wider policy cover is being provided.

## Additional benefits – all policies

### No claim discount

- 1 If no claim is made **you** will qualify for a no claim discount. **You** cannot transfer **your** no claim discount to someone else.  
**We** will allow the maximum no claim discount if **you** do not claim for nine years.
- 2 If **we** pay emergency treatment fees under the Road Traffic Acts it will not affect **your** no claim discount.
- 3 **You** can ask **us** for information on how **your** no claim discount may be affected by a claim.

### Customs duty/delivery costs

If **your motorcycle** cannot be ridden because of loss or damage covered by this policy and subject to prior agreement, **we** will pay the reasonable cost of delivering **your motorcycle** to **your** address in the United Kingdom and any customs duty **you** have to pay as a direct result of the loss or damage.

### Riding of other motorcycles

Part A7 of the policy applies only to **your motorcycle**. If **your** certificate allows **you** to ride any other **motorcycle**, that cover does not apply outside the United Kingdom.

### Cover when your motorcycle is being serviced, overhauled or repaired

The level of cover specified on **your certificate of motor insurance** continues to apply to **your motorcycle** when it is in the hands of a motor trader, carrying on a business from a motor trade outlet or premises for service, overhaul or repair. On such occasions **we** will ignore the limitations about riding and use described in **your certificate of motor insurance**.

## Additional benefits – comprehensive policies only

What is insured	What is not insured
<p><b>New motorcycle benefit (Part B4)</b></p> <p>If <b>your motorcycle</b> is stolen and not recovered or is damaged and the cost involved in the repair will be more than 70% of the purchase price (including <b>motorcycle</b> tax and VAT) at the time of the loss or damage <b>we</b> will replace <b>your motorcycle</b> with a new <b>motorcycle</b> of the same make and model.</p> <p><b>We</b> will only do this if <b>your motorcycle</b> is less than six months old from the date of first registration as new in <b>your</b> name and a replacement <b>motorcycle</b> is available.</p> <p><b>We</b> will only replace <b>your motorcycle</b> if <b>you</b> and any other known interested parties agree. The <b>motorcycle</b> being replaced will become <b>our</b> property.</p> <p>If <b>we</b> cannot obtain a replacement <b>motorcycle</b> of the same make and model <b>we</b> will pay <b>you</b> the purchase value of <b>your motorcycle</b> and its fitted <b>accessories</b> and spare parts at the time of the loss or damage.</p> <p><b>Hotel or travel expenses (Part B6)</b></p> <p>If <b>your motorcycle</b> cannot be ridden after an accident or loss covered by this policy, <b>we</b> will pay:</p> <ul style="list-style-type: none"><li>• up to £50 for the first rider of the <b>motorcycle</b> to stay in a hotel for one night if <b>you</b> cannot continue <b>your</b> journey until the next day; or</li><li>• travel expenses of up to £100 in total for the first rider and any pillion who was travelling on the <b>motorcycle</b>.</li></ul> <p>The most <b>we</b> will pay for any one event is £100.</p>	

# General exceptions – applicable to all of the policy

- 1 This policy does not apply when any **motorcycle** covered by it:
  - is being ridden by or is in the charge of any person not allowed to do so under **your certificate of motor insurance**;
  - is being used other than for the purposes shown in **your certificate of motor insurance**;
  - is being ridden with **you** permission by any person who **you** know has never held a licence or is disqualified from holding or applying for one;
  - is 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;
  - is towing for reward a trailer or disabled mechanically propelled vehicle;
  - is towing more than one trailer or disabled mechanically propelled vehicle at any one time; or
  - is being ridden by **you**, if **you** do not hold a licence to ride that type of **motorcycle** or **you** are disqualified from holding or getting a licence.
- 2 This policy does not cover any liability incurred as a result of an agreement or contract unless that liability would have existed otherwise.
- 3 Except as required under the Road Traffic Acts, this policy does not cover any loss or damage caused by war, invasion, act of foreign enemy hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or **acts of terrorism**.
- 4 This policy does not provide cover except under Parts A2, A3, A4, A5, A6 for any accident, injury, loss or damage caused by:
  - earthquake; or
  - riot or civil commotion if it happens outside Great Britain, the Isle of Man or the Channel Islands.
- 5 This policy does not cover any loss, damage or legal liability directly or indirectly caused by:
  - ionising radiations or **contamination** by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
- 6 **We** will not pay for any liability, injury, damage or accident while the **motorcycle** is parked or is being ridden in any part of an airport or airfield set aside for:
  - moving, taking off or landing of aircraft;
  - aircraft parking areas and associated roads, and ground equipment parking, maintenance and refuelling areas; or
  - customs examination areas of passenger terminals.
- 7 **We** will not be liable for death of or bodily injury to any person or damage to property directly or indirectly caused by **pollution** or **contamination** unless the **pollution** or **contamination** is directly caused by a sudden, identifiable, unintended and unexpected event which happens in its entirety at a specific time and place during the period of insurance. **We** will treat all **pollution** or **contamination** which arises out of one event as having happened at the time the event took place.

This exception will not apply in circumstances where **we** have to meet any compulsory motor insurance laws.
- 8 **We** will not pay the claim and all cover under the policy is forfeited if **you** or anyone acting for **you** makes a claim under the policy knowing the claim to be false, fraudulently inflated or supported by fraudulent documents or if loss, damage or injury is caused by **your** wilful act or with **your** connivance.
- 9 This policy will not cover loss, damage, injury or liability arising from any deliberate act by **you** or someone insured under this policy.

# Policy conditions – applicable to all of the policy

- 1 **You** or **your** legal personal representatives must give **us** in writing as soon as possible full details of any event which could lead to a claim under this policy. **You** must also send **us** unanswered any letters, notices, writs or summonses **you** receive to do with the claim. If **you** know of any possible prosecutions, inquests or fatal accident inquiries **you** must tell **us** immediately in writing.
  - 2 **You** must not admit responsibility or offer or promise anything without **our** written permission.
  - 3 If **we** wish **we** may take over and deal with **your** claim in **your** name. **We** may also pursue any claim to recover for **our** benefit any money **we** have paid out under this policy. Anyone claiming cover under this policy must give **us** whatever information and help **we** need.
  - 4 If at the time a claim is made under this policy any other policy exists that would cover the claim, **we** will pay only **our** share of the claim unless it says differently in this policy.
  - 5 **You** must do all **you** can to protect **your motorcycle** and keep **your motorcycle** in a road worthy condition. If **we** ask **you** must let **us** examine **your motorcycle** at any reasonable time.
  - 6 **Your motorcycle** must have a current MOT certificate if applicable.
  - 7 The insurance cover this policy provides depends on the terms, exceptions, conditions and endorsements in this policy document and the **schedule** which must be read as one document. Everyone claiming cover must do everything the policy requires for it to stay in force.
  - 8 In the first year of **your** policy, **you** can cancel this policy at any time by writing to **us** and at the same time sending to **us your certificate of motor insurance**. As long as **you** have not made a claim under the policy or an incident has not occurred which may give rise to a claim, **we** will refund part of **your** premium on the following basis:
    - Up to one months 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
- The policy will only be deemed to have been cancelled from the date **we** receive the **certificate of motor insurance**. **We** or **our** authorised agent may cancel this policy by giving **you** seven days' notice by letter. **We** will send this notice to **your** last known address (and in the case of Northern Ireland to the DVLNI). **We** will refund part of **your** premium on a pro rata basis. **You** must send **us your certificate of motor insurance** for **us** to proceed with the cancellation.
- 9 If **we** accept a claim under Part A1 of this policy but cannot agree the amount to be paid **we** will pass the matter to an arbitrator.

The arbitrator will be appointed in accordance with the law in force at the time. The arbitrator must have made a decision before **you** can take legal action against **us**.
  - 10 If the law of any country in which **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 incurred the liability to pay **us** that amount.
  - 11 If **you** do not pay a premium **we** will not provide cover from the date the premium was due.
  - 12 Under Part A2 of **your** policy, in respect of a claim(s) arising out of damage to property caused by or in connection with **your motorcycle**, **we** may at any time:
    - pay to **you** the amount of indemnity provided by this policy to a maximum of £20 million (after deduction of payments already made); or
    - pay any less amount for such claim(s) to be settled.From the date of such payment **we** shall relinquish control of the negotiations and legal proceedings in connection with such claim(s) and **we** shall be under no further liability except for costs and expenses incurred with **our** written consent prior to the date of such payment.
  - 13 If **your motorcycle** is damaged and is uneconomical to repair (written off) and **we** agree to settle **your** claim on that basis **you** will still owe **us** the full annual premium as **we** will have met all **our** responsibilities to **you** under this policy. All cover will cease and **you** must send **us** any documentation that **we** require.

## Policy conditions that apply to all of this policy - continued

14 During the period of **your** policy, **you** must 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:

- any event that could lead to a claim under this policy (whether claimed for or not);
- **you** want to change the riders insured under this policy;
- **you** move house or change the place **you** keep **your motorcycle**;
- **you** expect to do fewer or more miles each year;
- **your** name changes (for example, by marriage);
- **you** change **your motorcycle** or the owner of **your motorcycle** changes;
- **you** change what **you** use **your motorcycle** for (for example, **you** start using it for business purposes);
- **you** get a new job (full or part-time) or take on a second job;
- **you** make changes to **your motorcycle** (including fitting security devices); 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.

When **you** renew **your** policy **you** must tell **us** about:

- any of the changes above;
- if **you** or any rider has received any motoring conviction, including fixed penalties; and
- if **you** or any rider has received any criminal convictions, cautions or fines.

**You** or any rider do not need to disclose any conviction regarded as spent under the Rehabilitation of Offenders Act.

# A guide to making a claim

## If you are involved in an accident or your motorcycle is stolen

Call Claimline on **0844 748 0119\*** as soon as possible after the incident has occurred. Assistance is available on this number 24 hours a day.

### The information you will need to provide to us:

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

### The claim form

This will be completed over the telephone when **you** call Claimline. If necessary the claim form will be sent to **you** for checking and signing.

## Getting your motorcycle Repaired

If **your motorcycle** needs to be repaired **we** have a nationwide network of partnership repairers who can arrange to start work on **your** damaged **motorcycle** with minimum delay. Simply call Claimline and **we** will contact the nearest partnership repairer for **you**. Collection and redelivery to **your** home can be arranged if required. Under **our** partnership repairer scheme there is no need for **you** to obtain repair estimates.

Partnership repairers have been specially chosen by **us** to ensure a high standard of service and provide high quality repair work, with a three year warranty. Their quality is constantly under review by **our** own team of engineers.

### When repairs are complete

The repairer will let **you** know when **your motorcycle** repairs are complete. When **you** collect **your motorcycle** or when it is delivered to **you**, **you** will need to pay the repairer any policy **excess** or contribution which may be applicable.

### If your motorcycle is a total loss

If **your motorcycle** cannot be repaired or the repair costs exceed the **market value** of the **motorcycle** it will be declared a total loss.

Once this is determined, **we** will immediately move **your motorcycle** to a place of free storage so please make sure that, wherever possible, all **your** personal effects are removed from **your motorcycle**.

**You** should be aware all total loss claims are placed on an industry-wide register to protect against fraud, and this

information is shared between insurance companies.

Before a settlement can be made **you** will need to provide **us** with the following documents:

- **your certificate of motor insurance**;
- the vehicle registration document (V5);
- the MOT test certificate (if applicable);
- all sets of keys;
- the **motorcycle** purchase receipt;
- details of any outstanding finance relating to the **motorcycle**; and
- any other documentation that **you** may wish **us** to take into account when valuing **your motorcycle** such as the **motorcycle's** servicing history.

Sending the documents to **us** direct will avoid any unnecessary delay in issuing **your** settlement cheque.

An engineer will contact **you** to agree a valuation of **your motorcycle** subject to the deduction of any applicable policy **excess**, any outstanding finance and any premium yet to be paid. Please note that in such circumstances, **you** still owe **us** the full annual premium as **we** have met all **our** responsibilities to **you** under the policy.

Once **you** have accepted this amount and subject to all information and documentation being in order, **we** will issue **you** with a cheque within seven working days.

Please note that for reasons of safety and to prevent fraud, **we** actively discourage the retention of motorcycles declared a total loss, by policyholders. **We** are therefore unable to offer any further cover on such motorcycles and all such requests will be declined.

### If your motorcycle is stolen

If **your motorcycle** is stolen and recovered with damage, it will either be repaired or a total loss payment made in the manner already described. If the **motorcycle** is not recovered this will also be treated as a total loss.

**We** may arrange for an Ageas Insurance representative to visit **you** to help **us** with **our** investigation of theft claims.

### If a third party is involved

**Do not admit liability.** Obtain names, addresses and telephone numbers of those involved (eg. drivers, passengers, pedestrians and witnesses). Please also obtain insurance details for any vehicle(s) involved and offer **your** insurance details to anyone involved in the accident. Forward any third party correspondence to ourselves unanswered. Do not attempt to deal with any claim yourself unless agreed by **us**.

## A guide to making a claim - continued

### General information

#### Cherished or personalised number plates

If **your motorcycle** is stolen and not recovered or rendered a total loss **you** should contact the DVLA at the earliest opportunity to make the necessary arrangements to transfer the plate to a replacement **motorcycle**. Failure to do so could delay **your** claim.

#### Uninsured loss recovery

When making a claim any costs incurred which are not included under **your** policy, such as the **excess**, are known as 'uninsured losses'. If **you** are not at fault then **you** may be entitled to recover these from the known third party. **You** may have separate cover to assist in this recovery. Check **your** documentation or contact the third party or their insurers directly for reimbursement.

# 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 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](http://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 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 (if the claim relates to an incident which occurs abroad **we** may transfer **your** personal information outside the European Economic Area);
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;

- 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 below.

## Preventing and detecting crime

**We** may use **your** personal information to prevent crime. In order to prevent 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 a fraud prevention agency. 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 below.;
- 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. For details relating to information held about **you** on the Claims and Underwriting Exchange please visit [www.insurancedatabases.co.uk](http://www.insurancedatabases.co.uk). **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](http://www.mib.org.uk)

## Privacy notice - continued

### 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.

### Security

**We** will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion, be sent through **our** e-mail system. **Our** e-mail system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through **our** email system is secure and complies with UK data protection law and guidance.

### Reinsurance use

**We** also use the services of re-insurance companies based outside the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

### 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.



# What to do if you have an accident

If **you** are involved in an accident or **your motorcycle** is stolen call Claimline on **0844 748 0119\*** – assistance is available on this number 24 hours a day.

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

## 1 Stop

If **you** have an accident with:

- another vehicle;
- a pedestrian;
- an animal (livestock);
- a dog; or
- another person's property.

**You** must stop at once.

## 2 Exchange all details

Important information is:

- the names and addresses of all those involved (including those of any witnesses);
- insurance company details (including policy numbers if known); and
- registration numbers of the vehicles involved.

## 3 Show your certificate of motor insurance

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

## 4 Do not admit blame or offer any payment

Accidents are stressful, but it is essential that **you** do not admit blame, or make any offer of payment. This is due to the fact that it could make it more difficult for **us** to manage **your** claim and may also affect **your** rights.

## 5 Record all the facts

Record all the facts of the accident as soon as possible, regardless of how trivial the incident may seem at the time – they may help prove **your** case.

- A rough sketch of the scene showing all the positions of the vehicles involved, the road signs, markings, width, skid marks, obstructions, where the incident happened and the road names can help.
- A note of the weather conditions, visibility and conditions of the road is also useful.

- If **you** have a camera handy, all the better – take a photograph of the accident scene and any damage.

## 6 Letters and documents

All letters and documents **you** receive to do with the incident should be forwarded to **us** unanswered.

## 7 Theft

If **your motorcycle** is stolen, **you** should report the matter to the police as soon as possible.

## 8 Note

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

- **certificate of motor insurance**;
- driving licence;
- registration document; and
- MOT certificate (if applicable).

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

## What happens next is on page 13 entitled:

A guide to making a claim

### Claimline 0844 748 0119\*

Note: It is important that **you** only use these numbers in connection with a claim.

If phoning from outside United Kingdom **0044 23 9220 5438**

\*Calls to 0844 numbers cost less than 5p per minute from BT line. Other network charges will vary.





**To make a claim, call 0844 748 0119**  
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

Registered in England and Wales No 354568

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