



Optima Classic Car

Policy Wording

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To make a claim, call 0345 126 2596
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 car only and are in or attached to your classic car, 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 car including accessories and spare parts. This is the most we will pay you if your classic car 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 car that is historically important.

Certificate of motor insurance

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

Endorsement

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

Excess

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

Great Britain

England, Scotland and Wales.

Inexperienced driver

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

Key

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

Market value

The cost of replacing your classic car, including accessories and spare parts, with another of the same make, specification (for example, the level of equipment found in your classic car), model, age, mileage and condition as your classic car 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

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. This is the document 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 car and are in your classic car, 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 car. We will not cover any tools that you use for any business purposes.

United Kingdom

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

We, us, our

Ageas Insurance Limited.

You, your

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

Young driver

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

Your classic car

Any car which you have a current certificate of motor insurance for under this policy.

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Introducing your Optima classic car 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 car 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

This contract will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

Language

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

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), 8, 9, 10 and 11 apply.

If you have cover for third party only, sections 1, 9, 10 and 11 apply.

If you have laid-up cover, sections 2 (loss or damage caused by accidental damage, malicious damage, fire, theft or attempted theft only), 6 and 8 apply. You can only choose this cover if:

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

Section 1 – Liability to other people

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

Section 1 – Liability to other people – continued

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

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

What we will cover	What we will not cover
<p>If your classic car, its accessories and spare parts or toolkit are lost, stolen or damaged, we will:</p> <ul style="list-style-type: none"> • settle your claim by sending you a payment for the amount of the loss or damage; • replace what is lost or is damaged (if this is more cost-effective than repairing it); or • repair the damage ourselves. <p>The most we will pay</p> <p>We will not pay more than the market value of your classic car (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 car shown on your schedule.</p> <p>Hire-purchase, leasing and other agreements</p> <p>If your classic car is owned by someone else, we will settle any claim by paying the legal owner before paying anything left over to you.</p> <p>Restoration or repair</p> <p>If you have chosen laid-up cover and your classic car is being restored or repaired by someone else on their commercial premises, we will cover loss or damage under this section to your classic car if the restorer or repairer has no insurance in force that covers the loss or damage.</p> <p>Registration plates</p> <p>We will pay for the cost of replacing the registration plates fitted to your classic car in the same style as the plates fitted before the loss or damage happened.</p> <p>Parts that are not available</p> <p>We may decide to repair your classic car with parts which have not been made or supplied by your classic car's manufacturer, but which are of a similar standard. We are not responsible for:</p> <ul style="list-style-type: none"> • any extra costs of storing your classic car that result from any accessory or part not being available; or • the cost of importing any accessory or part into the United Kingdom. <p>Removing and delivering your classic car</p> <p>If your classic car is in the United Kingdom and cannot be driven 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 car to you at the address shown in your schedule after it has been repaired.</p>	<ul style="list-style-type: none"> • We will not cover the excesses shown in your schedule. • We will not cover loss or damage caused by wear and tear. • We will not cover any reduction in the market value of your classic car (for example reductions caused by the age of the classic car or the number of miles it has covered). • We will not cover loss in the market value of your classic car resulting from any repair, whether or not this has happened as a result of any claim under this policy. • We will not cover any mechanical, electrical or computer equipment breaking or failing to work properly. • We will not cover damage to tyres caused by braking, punctures, cuts or bursts. • We will not cover damage caused by pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound. • We will not cover loss of, or damage to, any trailer, caravan or vehicle, or anything inside, while being towed by or attached to your classic car. • 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 7 of this policy. • We will not cover your classic car 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 car 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 car to the police for taking your classic car 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 car. • We will not cover loss of, or damage to, televisions, phones, games consoles, electronic-navigation or radar-detection equipment not permanently fitted to your classic car and which was not part of the manufacturer's specification when your classic car was first registered. • We will not cover loss of, or damage to, your classic car caused by filling the fuel tank with the incorrect fuel. • We will not cover loss of, or damage to, your classic car if it is unoccupied (that is, nobody is inside it) and is left: <ul style="list-style-type: none"> - unlocked; - with the windows or roof open; or - with the keys inside (or on) your classic car.

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

What we will cover	What we will not cover								
<p>Radio and audio equipment</p> <p>This policy covers loss or damage to any radio or audio equipment permanently fitted to your classic car.</p> <p>There is no limit on the level of cover for equipment in your classic car which was fitted by the manufacturer at the time the car was made.</p> <p>We cover equipment not fitted to the manufacturer's specification up to the following limits:</p> <ul style="list-style-type: none"> • If you have comprehensive insurance the most we will pay is £500 after taking off the excess that applies to your claim. • If you have third party, fire and theft insurance the most we will pay is £250 after taking off any excess that applies to your claim. <p>Examples</p> <ul style="list-style-type: none"> • You have comprehensive insurance with a £100 excess. Your classic car stereo, which was not fitted by the car manufacturer and is worth £700, is stolen. You claim for the full cost of the stereo (£700). We take the £100 excess from your claim, which leaves £600. But we will pay £500, which is the policy limit on comprehensive cover. • You have third party, fire and theft insurance with £100 excess. Your classic car stereo, which was not fitted by the car manufacturer and is worth £200, is stolen. You claim for the full cost of the stereo (£200). We take the £100 excess from your claim, which leaves £100. So we will pay you £100. <p>We will also pay for loss or damage to any radio or other audio equipment which has been removed from your classic car if:</p> <ul style="list-style-type: none"> • the equipment is designed to be removed (or partly removed); • the equipment cannot work without your classic car; and • you have temporarily removed it from your classic car for security reasons. <p>Replacing children's car seats</p> <p>If you have children's car seats fitted in your classic car and the car is involved in an accident or damaged as a result of fire or theft, we will pay up to £250 (after taking off any excess that applies to your policy) towards the cost of replacing them, even if they do not seem to be damaged. To be able to claim for your children's car seats, you must also provide evidence that your classic car has been damaged or stolen.</p> <p>Young drivers or inexperienced drivers</p> <p>If your classic car or any of its accessories and spare parts are damaged while it is being driven by a young driver or an inexperienced driver, you will be responsible for the first part of the cost, on top of any compulsory and voluntary excesses set out in your schedule, as shown below.</p> <table> <tr> <th data-bbox="118 1895 443 1924">Young driver</th><th data-bbox="450 1895 794 1924">Amount you pay</th></tr> <tr> <td data-bbox="118 1926 443 1955">Under 21 years</td><td data-bbox="450 1926 794 1955">£250</td></tr> <tr> <td data-bbox="118 1957 443 1986">21-24 years</td><td data-bbox="450 1957 794 1986">£150</td></tr> <tr> <td data-bbox="118 1989 443 2018">Inexperienced driver</td><td data-bbox="450 1989 794 2018">£150</td></tr> </table>	Young driver	Amount you pay	Under 21 years	£250	21-24 years	£150	Inexperienced driver	£150	
Young driver	Amount you pay								
Under 21 years	£250								
21-24 years	£150								
Inexperienced driver	£150								

Section 3 – Personal accident benefits

Definitions which apply to this part of the policy only

Expert medical specialist

A person other than you, a member of your family or an employee of yours, who is qualified as a consultant in the branch of medicine the injury relates to.

Permanent loss of sight

A person who has suffered permanent and total loss of sight in one or both eyes and has been added to the Register of Blind Persons by a fully qualified ophthalmic specialist.

What we will cover	What we will not cover
<p>We will pay up to £5,000 if you or your partner is accidentally injured in the European Union while travelling in or getting in or out of any car and this injury results in any of the following within three calendar months.</p> <ul style="list-style-type: none">• Death.• Permanent loss of sight.• Losing one or both arms (above the wrist) or legs (above the ankle) or the total loss of use of an arm or leg (an expert medical specialist must confirm this will be permanent). <p>The injury must be diagnosed, or the death certified, by an expert medical specialist registered to practise in the European Union.</p> <p>We will pay up to £5,000 for each person for each accident.</p> <p>If you or your partner has any other car insurance policy with us, we will pay the benefit under one policy only.</p>	<p>Under this section we will not cover anyone for:</p> <ul style="list-style-type: none">• injury or death resulting from that person committing suicide, attempting to commit suicide or deliberately injuring themselves;• injury or death if the person claiming was committing a crime at the time of the accident; or• injury or death if the person claiming had been under the influence of alcohol or drugs (apart from drugs prescribed by a doctor) at the time of the accident.

Section 4 – Personal belongings

What we will cover	What we will not cover
<p>We will cover loss of or damage to clothing and personal belongings caused by fire, theft, attempted theft or an accident while they are in or on your classic car.</p> <p>The most we will pay for any one event is £200. We will also pay up to an extra £200 to include personal belongings that are branded with the manufacturer or model of your classic car.</p> <p>If the items which have been lost or damaged do not belong to you, you may ask us to pay the benefit to the actual owner.</p> <p>If the owners accept our payment, this will prove that we have paid the claim.</p>	<p>We will not cover the following:</p> <ul style="list-style-type: none">• Money, credit or debit cards, stamps, tickets, vouchers, documents or securities (such as share certificates).• Goods or samples carried in connection with any trade or business.• Wear, tear and loss in value.• Property left in a convertible or cabriolet car or a car with a removable hard top unless it is stored in a locked boot or locked glove compartment.• Property you leave in your classic car when it is unoccupied, and:<ul style="list-style-type: none">• your classic car is unlocked;• the windows or sunroof are open; or• the keys are inside or on your classic car.• Loss or damage to mobile phone or electronic navigation equipment.

Section 5 – Medical expenses

What we will cover	What we will not cover
We will pay up to £100 towards the medical expenses for each person injured in your classic car if it is in an accident.	

Section 6 – Broken windscreens and glass

What we will cover	What we will not cover
<ul style="list-style-type: none">Replacing or repairing broken glass in the windscreen, back windscreen, sunroof or side windows of your classic car.Repairing any scratches on the bodywork caused by the broken glass, as long as there has not been any other loss or damage to your classic car.	<ul style="list-style-type: none">The amount of any excess shown in your schedule.VAT (if it applies)

Section 7 – Hotel or travel expenses

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

Section 8 – Lost or stolen classic car keys and replacing locks

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

Section 9 – Travelling abroad

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

Section 10 – Car sharing

What we will cover	What we will not cover
<p>Your policy also covers you for carrying passengers in your classic car who pay you to do so, as long as:</p> <ul style="list-style-type: none">• your classic car is not built or adapted to carry more than eight passengers (not including the driver);• you are not carrying the passenger as a business; and• you are not making a profit from the passengers' payments.	

Section 11 – Cover when your classic car is being serviced, examined or repaired

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

General exceptions under this policy

1 Classic car user

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

- being driven 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 driven 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 driven 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 car on airfields

We will not pay any claim for events that happen while your classic car is parked or is being driven 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 car 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 drivers 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 car

You must make sure that:

- your classic car is in a roadworthy condition and is safe to drive; and
- you do all you can to keep your classic car and its contents safe.

If your classic car is damaged by something covered under this policy, you must do whatever is necessary to protect your classic car and its accessories from further loss or damage. If we ask, you must let us examine your classic car as long as we give you notice. Your classic car 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 can cancel this policy by sending you seven days' notice to your last known address. 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 the vehicle uses threatening, intimidating or abusive behaviour or language towards our staff, suppliers or agents acting on our behalf, including your insurance adviser.
- Where any person claiming cover under this policy fails to provide us with any reasonable information we ask for.
- Where a misrepresentation has been made that results in us no longer wishing to provide cover.
- Where we are unable to collect a premium payment due to insufficient funds in the account you have nominated to pay from (notice will be sent to your last known address allowing you an opportunity to rectify the situation, and confirming that a second attempt to collect the payment will be made).
- Where we are unable to collect a premium payment due to a Direct Debit Instruction being cancelled (notice will be sent to your last known address allowing you an opportunity to rectify the situation by reinstating the previous Direct Debit instruction, providing a new Direct Debit instruction or by providing the full outstanding premium).

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

7 Settling disagreements

If we accept your claim under sections 2, 6, 7, 8, 9 or 11 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 drivers insured under this policy;
- you move house or change the place you keep your classic car;
- you expect to do fewer or more miles each year;
- your name changes (for example, by marriage);
- your driving licence number (DLN) changes;
- you change your classic car or the owner of your classic car changes;

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

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 car. If we or they have not received and accepted the photographs and valuations we or they need, any loss or damage to your classic car will be based on the market value of your classic car and not on the agreed value of your classic car.

Making a claim

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

Call us on **0345 126 2596 (+44 23 8062 1982)** 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 driver's personal details, if you were not driving your classic car; 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 car repaired

If your classic car 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.

When your classic car has been repaired, you will need to pay the repairer the excess and any contribution that may apply.

If your classic car cannot be repaired

If your classic car 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 car to a place it can be stored, so please make sure you remove all your belongings from the car.

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 car keys;

- details of any money you still owe for the classic car; and
- any other documents you may want us to take into account when valuing your classic car (such as the classic car's service history).

If possible, please also send us the receipt for your classic car. 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 car, unless there is an agreed value for your classic car 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 car is stolen

If your classic car 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 car 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 car 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.

Broken windscreens and glass

If you need to claim for a broken windscreen or broken glass, phone the Ageas Glassline on **0800 174 764** and show the repairer your current certificate of motor insurance when they repair the glass.

If you claim for a broken windscreen or broken glass, this will not affect your no claim discount as long as there is no other damage to your car (apart from any scratches on the bodywork caused by broken glass) and none of your belongings have been stolen from your car.

Glass damage can often be repaired but you need to phone our Glassline as soon as possible. If you do not get the damage repaired as soon as possible, the damage is likely to spread until a much more expensive and time-consuming replacement is needed.

If your policy does not cover windscreen damage, by calling our Glassline you may still qualify for a discount for standard items. However, you will need to pay the windscreen company in full when you get the windscreen repaired or replaced.

Privacy Notice

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 email thedpo@ageas.co.uk.

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. 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 such as your name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details 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: publicly 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

We collect your personal information and/or special categories of personal information 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.

Please note if you have given us 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 or where we provide services in partnership with them; 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 to provide our products and services to you and/or to fulfil our legal, regulatory, tax and accounting obligations. We also keep your information for several years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. 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 of the United Kingdom (UK). We or our service providers may use cloud based computer systems (ie network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the UK unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the third party 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, including: asking for access to and a copy of your personal information, objecting to the use of your personal information or to an automated decision including profiling, asking us to correct, delete or restrict the use of your personal information, withdrawing any previously provided permission for the use of your personal information and complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information. Please refer to our full Privacy Policy for more information.

Please note that there are times when we will not be able to delete your personal 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 car is stolen, call us on **0345 126 2596** (+44 23 8062 1982 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 car 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 blame or offer any payment

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

- admit blame; or
- make any offer of payment;

as it could make it more 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 in your classic car at all times.

- 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 car or its contents are 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 this applies).

We will then guide you through the claims process..

What happens next is on page 16 - entitled:

A guide to Making a claim

To make a claim, phone us on **0345 126 2596**.

It is important that you only use these numbers to claim.

To claim for broken glass, phone the Ageas Glassline on **0800 174 764**.

To make a claim, call 0345 126 2596
Please add this number to your mobile phone

Ageas Insurance Limited

Registered address

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

www.ageas.co.uk

Registered in England and Wales Number 354568

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