Claims 24-hour helpline (UK only)
0333 323 1243
For all motor related claims enquiries

Claims 24-hour helpline (when calling from abroad)
+44 1925 422 794
For all motor related claims enquiries

Hagerty customer services
0333 323 1242 (UK)
+44 1327 810 600 (when calling from abroad)
For general enquiries and complaints

For training and quality purposes, telephone calls may be monitored or recorded.
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Hagerty Classic Car
Policy Wording

Section 1: Introduction

We are very grateful for your business and are also delighted that you have chosen the Hagerty classic car policy, underwritten by Aviva Insurance Limited. We continue to provide the very best possible service to our clients and this policy represents one of the most comprehensive available to the classic car market today. However, should you feel that this policy does not reflect the cover you require, or should you feel that we have not provided exceptional service, please make contact with us as soon as possible.

We hope to see you at a classic car show in the near future.

Robin Harman
Operations Director,
Hagerty International Limited
Section 2: Complaints procedure and compensation arrangements

The following procedure applies to all sections of the policy other than the pages detailing the Motor legal expenses cover:

We are proud of our reputation for a quality service. If you feel that our service at any time falls below the standard you would expect, please contact our Customer Services.

Hagerty International Limited
The Arch Barn, Pury Hill Farm,
Alderton Towcester, Northants NN12 7TB
Telephone: 0333 323 1242 (for calls within the UK)
Telephone: +44 1327 810 600 (for calls outside the UK)
Email: enquiries@hagertyinsurance.co.uk

The following procedure applies to the pages detailing the Motor legal expenses cover:

It is our intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should contact the Managing Director of LawShield. The contact details are:

The Managing Director, LawShield UK Ltd, 1210 Centre Park Square,
Lakeside Drive, Centre Park, Warrington, WA1 1RU.
Tel: 0800 731 3942
Email: customerrelations@lawshield-uk.com

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response. If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity with a turnover of less than £6.5 million (or its equivalent in any other currency) and which either:

a) employs fewer than 50 persons, or

b) has a balance sheet total of less than £5 million (or its equivalent in any other currency).

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower, London E14 9SR.
Tel: 0300 123 9 123 or 0800 023 4567
Overseas: +44 20 7964 0500
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Hagerty, Aviva and AmTrust Europe Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or at www.fscs.org.uk.
Hagerty Classic Car
Policy Wording

Section 3: General terms

Please read your policy very carefully. If anything is not correct, please return it immediately.

**Contract of Insurance**

This policy is a contract of insurance between you and us. You enter into a contract with us when you agree to take out the policy on the terms and conditions we have offered and to pay the premium. It is your responsibility to ensure that all persons insured are aware of the terms of this policy.

The following elements form the contract of insurance; please read them and keep them safe:

- This policy booklet;
- Information contained on your statement of fact;
- Schedule;
- Any endorsements on your policy, as set out in your schedule;
- Certificate of motor insurance;
- Any changes to your policy contained in notices issued by us at renewal;
- The information under the heading ‘Important Information’ which we provide to you when you take out or renew your policy.

In return for paying your premium, we will provide the cover shown in your schedule under the terms and conditions of this policy during the period of insurance. Any changes agreed during the period of insurance will be treated as a continuation of the contract of insurance.

Our provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions, and endorsements of this policy.

**Renewal of the contract of insurance**

Each renewal of the policy represents a new contract of insurance. For existing customers, you enter into a new contract of insurance with us commencing on the date when you agree to renew the policy and to pay the premium. You will be covered for the period of insurance shown on your renewal schedule.

**Definitions**

Words shown in bold type in the policy shall have the meaning given to them below or in the relevant cover section, wherever they may appear unless otherwise indicated.

**Agreed value**

The amount your vehicle is insured for as agreed by you and us and shown in your schedule. The amount includes the value of your vehicle at the inception date of the policy, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by us.

**Amendment to cover notice**

The most recent notification of cover change we issued to you.

**Associated address**

Your or an insured person’s permanent address in the United Kingdom.

**Certificate of motor insurance**

Your evidence of motor insurance. A certificate will be issued by us for each vehicle you insure with us and should be read together with this policy wording, the schedule, any amendment to cover notice and any endorsements.

**Endorsement**

A change to the terms of the policy. These are shown in your schedule.

**European Union**

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

**Excess**

The amount for which you are responsible as the first part of each agreed claim as shown in your schedule. If an insured vehicle is not listed in your schedule a £1,000 excess applies.
Section 3: General terms

Insured Person (s) Any user permitted by you legally entitled to drive in accordance with the certificate of motor insurance.

Insured vehicle
1. Any vehicle.
2. Any vehicle insured under a Hagerty Classic Car Policy underwritten by Aviva.

LawShield LawShield UK Ltd, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.

Market value The cost to replace a vehicle with one of the same make, model and condition. We decide this amount.

Named insured person Insured person(s) whose names are stated on the certificate of motor insurance.

Period of insurance The period for which the policy is in force as shown in your most recent schedule.

Personal belongings Personal property within your vehicle. This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to your vehicle.

Policy This policy wording, the schedule, the certificate of motor insurance, any amendment to cover notice and any endorsements.

Statement of fact The form that captures all the information that you provide to us via your agent and on which we base our terms and conditions.

Road Traffic Acts Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Schedule The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.

Territorial limits This policy provides cover anywhere within the European Union and United Kingdom, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the vehicle’s own power) or air between any countries listed in this definition.

Vehicle Any vehicle listed in your schedule for which a certificate of motor insurance has been issued bearing the registration number or chassis number of that vehicle which belongs to or is under a hire purchase agreement with you or is leased to you.

United Kingdom England, Wales, Scotland and Northern Ireland.

We, us, our, ours Aviva Insurance Limited except where otherwise shown for any policy section.

You, your The person named as the policyholder in your schedule.
Section 4: General conditions

The following conditions apply to the whole of this policy. Any extra conditions are shown in the sections to which they apply.

Cancelling this policy

1. **Your Cancellation Rights**
   - You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive the policy or renewal documentation, whichever is the later. During this period you may cancel your policy and so long as no claims have been made a full refund will be provided.
   - If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.
   - Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover.
   - To cancel, please contact your insurance adviser.
   - If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please refer to 2. General Conditions – Cancelling this policy, below. You must return/surrender your valid certificate of motor insurance immediately following cancellation.

2. **General Conditions – Cancelling this policy**
   - Following the expiry of your 14 day statutory cooling off period you continue to have the right to cancel this policy (and/or any additional cover options provided by Aviva) at any time during its term. If you do so, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover. If you cancel your policy we will also charge up to £25.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing the policy.

   To cancel, please contact your insurance adviser.

Our right to cancel

**We** (or any agent we appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options provided by Aviva, where there is a valid reason for doing so, by sending at least 7 days' written notice to your last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due we will write to you requesting payment by a specific date. If we receive payment by the date set out in the letter we will take no further action. If we do not receive payment by this date we will cancel the policy (and/or any additional cover options provided by Aviva) from the cancellation date shown on the letter.
- Where we reasonably suspect fraud.
- Where any insured person(s) fails to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests. See ‘Section 5 – What to do when a loss occurs’, in this policy booklet.
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the “Contract of Insurance” wording in Section 3 of this policy booklet and the “Information and changes we need to know about” wording in Section 4 of this policy booklet and the separate ‘Important Information’ notices supplied.

If we cancel the policy (and/or any additional cover options provided by Aviva) under this section you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud and/or we are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.
Section 4: General conditions

If we cancel the policy we will also charge up to £25.00 (plus Insurance Premium Tax where applicable) to cover the administrative cost of providing this policy.

**Important note:** The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure we may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

Return of the certificate of motor insurance

Your valid certificate of motor insurance must be returned/surrendered immediately following cancellation.

Duplicate cover

When other insurance applies to a covered loss under this policy, we are entitled to approach the other insurer for contribution and will only pay our share.

If a loss is covered more than once by us, we will pay under the section that provides you with the most cover. We will not make duplicate payments.

False claims

‘False claims’ If you have made a false claim, we can refuse to pay the claim, recover any amounts already paid for the claim and cancel cover with effect from the fraudulent act without refund of premium.

Choice of law

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

- you and we agree otherwise; or
- at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Hagerty customer services on 0333 323 1242.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Reasonable Care

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

You must take reasonable steps to protect any insured vehicle from loss or damage.
Section 4: General conditions

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

You must tell us, as soon as possible, if there are any changes to the information you have given us. You must also tell us about the following changes:

- a change to the people insured, or to be insured.
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- criminal convictions for any of the people insured, or to be insured.
- a change of vehicle.
- any vehicle modifications.
- any changes affecting ownership of the vehicle.
- any change in the way that the vehicle is used.
- a change of correspondence or garaging address.

When you tell us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change the compulsory excess, or
- the extent of the cover may be affected.
### Section 5: What to do when a loss occurs

#### A motor vehicle claim
You should refer to the relevant cover section for details of the cover provided and how your claim will be settled. Claims for all sections of the policy except for Motor Legal Expenses Cover are managed by Connexus Claims Solutions Limited (Connexus) and we will let you know if this company changes.

#### How to make a claim
You must tell us or your insurance agent as soon as possible about any incident which you may need to claim for under this policy. Our 24 hours a day, seven days a week helpline is available on:

- 0333 323 1243 (for calls within the United Kingdom)
- +44 1925 422 794 (for calls outside the United Kingdom)

In addition, in the event of theft, bodily injury or a crime being committed, you or an insured person must notify the police and obtain a crime reference number from them.

You or an insured person must not admit liability for any incident or negotiate or refuse any claim with anyone.

We will:
- arrange for the repatriation of you or the insured person(s) and your or the insured person’s passengers from within the territorial limits;
- where necessary recover the insured vehicle to a destination or repairer of your choice or if you prefer to a repairer approved by us;
- inspect, approve and authorise any repairs to the insured vehicle;
- clean the insured vehicle on completion of any repairs;
- where appropriate return the insured vehicle to you;
- guarantee the repairs to the insured vehicle if carried out by an approved repairer for a period of three years.

If someone is holding you or an insured person responsible for injury or damage, you must immediately send to us or your insurance agent every letter or claim correspondence you receive. You or an insured person must not admit liability or make an offer or promise of payment without our written permission, otherwise we will not have to pay the claim.

We may take over and deal with, in your name or that of an insured person, the defence or settlement of any claim made against you.

We may pursue, in your name or that of an insured person but at our expense, recovery of any amounts we may become liable to pay under this policy. You or an insured person must give us all the assistance we may reasonably require to do this.

You may elect to receive your claim payment by cheque or via electronic fund transfer.

#### Injury to someone or damage to their property

#### Receiving a loss payment

#### Receiving your claim payment

#### A motor legal expenses claim
Please refer to the section towards the end of this policy, titled 'Motor legal expenses cover'.
Section 6: General exclusions

The following exclusions apply to the whole of this policy. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by you or an insured person or by anyone acting on your behalf.

2. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that we must provide cover under the Road Traffic Acts:
   
   (a) Terrorism – Terrorism is defined as any act or acts including, but not limited to:
   
   (i) the use or threat of force and/or violence and/or
   
   (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes
   
   (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above. In respect of 2 (a) and (b), where we are obliged by the Road Traffic Acts to provide insurance the maximum amount we will pay for damage to property as a result of any accident or accidents caused by a vehicle or vehicles driven or used by you or any other person, for which cover is provided under this section, will be:
   
   • £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
   
   • such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the Road Traffic Acts.

3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.

4. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
   
   a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
   
   b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that it is necessary to meet the requirements of the Road Traffic Acts.

5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.

6. Any loss, damage or liability arising from:
   
   a) airport service vehicles.
   
   b) vehicles being used on those parts of airport premises to which the public do not have free vehicular access.

7. Any reduction in value of any insured vehicle.

8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation the Nürburgring).
Section 6: General exclusions

9. Any person who uses an insured vehicle without the owner’s permission.

10. Any loss, damage or liability arising from the use of any insured vehicle to carry property or people for a fee.

11. Any loss, damage or liability arising from the operation of any insured vehicle that has been hired, leased or loaned by you or any insured person(s) for a fee to any other person.

12. Any death or injury of any employee arising out of his or her employment by you or an insured person if cover for such person is provided under a liability insurance policy that complies with current United Kingdom compulsory liability legislation, or any similar legislation of any other applicable country within the territorial limits.

13. Any motorcycles or any vehicles with less than four wheels unless agreed by us and noted in your schedule.

14. Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.

15. Mechanical, electrical or electronic failure, breakdown or breakage computer and equipment failure or malfunction.

16. In respect of 'Section 9 - Third party liability cover', any loss, damage or liability resulting from or in connection with any act of terrorism except in so far as necessary to comply with the United Kingdom Road Traffic Act.

17. Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

18. Any damage to tyres caused by braking, punctures, cuts or bursts.

19. Any loss of value following repairs.

20. We will not pay for:
    Any accident, injury, loss or damage while any vehicle that is insured under this policy is being:
    a. used otherwise than for the purpose described under the 'Class of use' section of your certificate of motor insurance, or
    b. driven by, or is in the charge of any person for the purposes of being driven who, or
       • is not described under the section of your certificate of motor insurance headed 'Insured persons', or
       • does not have a valid and current licence to drive your vehicle, or
       • is not complying with the terms and conditions of the licence, or
       • does not have the appropriate licence for the type of vehicle

    We will not withdraw this cover:
    • while your vehicle is in the custody or control of:
      - a member of the motor trade for the purposes of maintenance or repair, or
      - an employee of a hotel or restaurant or car parking service.
    • if the injury, loss or damage was caused as a result of the theft of your vehicle
    • by reason of the person driving not having a driving licence, if you had no knowledge of such deficiency.
Section 7: Physical damage cover

You should read your schedule to see if this physical damage cover applies to your policy. This section provides you and an insured person with physical damage cover as detailed below, whilst driving an insured vehicle anywhere within the territorial limits.

The general terms, general conditions and general exclusions all apply to this section.

What is covered

We will cover physical loss of or physical damage to an insured vehicle occurring during the period of insurance anywhere within the territorial limits.

What is not covered

- Your excess.
- Loss of use of the insured vehicle or any other indirect loss.
- Loss or damage to your vehicle in the event that you have exceeded the mileage declared to us in the statement of fact and stated in your schedule.

Garaging condition

If between the hours of 10pm and 6am your vehicle is within 500 metres of an associated address you must ensure that the vehicle is kept in a secure locked garage or returned to the garage address.

If you do not, we will not have to pay any related claim.

This condition does not apply in cases where, subject to our prior agreement and the payment of the appropriate additional premium, your vehicle is kept on your driveway or at an alternative location.

How much we will pay

Following loss or damage involving any insured vehicle, we will decide whether to repair your vehicle, replace your vehicle or make a cash settlement.

Each vehicle listed in your schedule is insured for an agreed value. If your vehicle is a total loss declared by us we will pay you the agreed value if you have provided acceptable valuation certificates or photographs of the vehicles within 30 days from the start date of the policy. If you have not provided this information, we will only pay the market value for the vehicle listed in your schedule or the agreed value, whichever is the lesser amount.

An insured vehicle will be declared to be a total loss when it is totally destroyed or stolen and not recovered.

An insured vehicle is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the agreed value of the vehicle or the market value if the insured vehicle involved is not listed in your schedule.

An insured vehicle is considered stolen when it is stolen and not recovered within 30 days of its theft. However if a tracking device is installed to the insured vehicle and is active at the time of the theft, the insured vehicle will be considered stolen when it is stolen and not recovered within 14 days of its disappearance. When we pay for a total loss the salvage becomes our property.

If we are going to settle your claim by making a cash settlement, or by replacing your vehicle or paying you the agreed value, or the market value, your vehicle will become our property. In the event of a total loss you may, where legislation permits, request the opportunity to retain the vehicle salvage, subject to a reasonable deduction from the claim settlement decided by us.
Section 8: Additional cover and benefits

If ‘Section 7 – Physical damage cover’, applies to your policy, the following additional covers and benefits are automatically included in your insurance.

Unless specifically stated to the contrary, they are in addition to ‘Section 7 – Physical damage cover’ and the excess assigned to the insured vehicle will apply.

Agreed value

Your vehicle will be insured for an agreed value if you have provided acceptable valuation certificates or photographs of the vehicles within 30 days from the start date of the policy. If you have not provided this information, your vehicle will be insured for its market value.

Audio and electrical

In the event of a covered loss we will also cover up to £750 for the following for loss or equipment damage if the cost of replacement is included in the agreed value. If it is not included in the agreed value there will be no cover for such equipment.

a. The following equipment if permanently installed in or removable from a housing unit within the vehicle and designed to be operated only by the power of the vehicle, including radios, tape players, CD players and DVD players or similar equipment including their accessories and antennas.

b. Telephones if permanently installed in the vehicle and designed to be operated only by the power of the vehicle, including their accessories and antennas.

Child car seats

If you or a named insured person has a child car seat in an insured vehicle and the insured vehicle is involved in an accident during the period of insurance involving impact damage, we will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged. Your excess does not apply to this cover.

Disablement

In the event of an accident during the period of insurance resulting in a covered claim under this policy and you or a named insured person is registered disabled as a result of the accident, we will pay up to £10,000 towards the cost of applicable modifications to your or a named insured person’s vehicle.

Driving other cars

You will be covered under Sections 7, 8, 9, and 10 of this policy whilst driving any insured vehicle unless stated otherwise or an exclusion applies.

This additional cover is secondary to any other insurance that may apply at the time of a covered loss and a £1,000 excess will apply.

Emergency transportation / accommodation

If following a covered loss more than 50 miles from your or a named insured person’s closest residence you or a named insured person incur emergency transportation costs, we will pay such costs up to a maximum of £500.

In addition, we will pay up to a maximum of £1,000 for accommodation and meals.

Emergency treatment

We will reimburse you or a named insured person using an insured vehicle for payment made under the United Kingdom Road Traffic Act for emergency treatment incurred as a result of an accident during the period of insurance.

Foreign use

We will cover you or a named insured person for trips to countries within the territorial limits for up to 90 days commencing during the period of insurance.

The certificate of motor insurance provides evidence that the compulsory insurance laws within the territorial limits are complied with.
Section 8: Additional cover and benefits

Glass cover

In the event of physical damage to window glass and/or sunroof glass to your vehicle we will pay for the replacement or repair of the glass. If your vehicle was manufactured post 1990, the most we will pay is £1,500. A £100 excess applies to this additional cover. However, if the glass is repaired, the excess does not apply.

Lock replacement

Should you or an insured person lose or have the door key or ignition/alarm immobiliser key to a vehicle or garage door opener stolen during the period of insurance, we will pay up to £500 for its replacement and for the replacement of the associated lock.

Medical expenses

We will pay necessary medical expenses, up to a total of £500 for you or a named insured person, incurred as a result of an accident during the period of insurance. Such medical expenses must arise out of injury to you or a named insured person while he or she is occupying an insured vehicle. This additional cover also applies if you or a named insured person are struck by another motor vehicle or trailer.

Personal accident cover

We will pay you or a named insured person or the applicable estate for you or a named insured person £10,000 for bodily injury in the event that an accident during the period of insurance involving an insured vehicle is the sole cause of:

- death, or
- total loss of a limb, or
- loss of sight in one or both eyes.

We do not provide this additional cover if the accident is caused directly or indirectly whilst you or a named insured person has a blood alcohol level exceeding the prescribed limit as decreed by the United Kingdom Road Traffic Act (or similar legislation of any other applicable country within the territorial limits) or is under the influence of any illegal substance.

We will not pay for death or bodily injury arising from suicide or attempted suicide.

Personal belongings

We will pay for your personal belongings (excluding cash, travellers cheques, bearer bond, stock certificates or jewellery) in an insured vehicle that are lost or damaged due to an accident or to fire, theft or attempted theft during the period of insurance up to a total amount of £500.

Your excess does not apply to this additional cover.

Personal registration plate

If you or a named insured person’s vehicle has a personalised registration number cover purchased from the DVLA and the vehicle is stolen during the period of insurance and not recovered, we will pay up to £5,000 to compensate you for the loss of the plate. If we pay under this additional cover the rights to the plate will become ours.

Trailers

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

Proof of ownership of a trailer will need to be provided for this cover to apply.
Section 9: Third party liability cover

What is covered

We will cover the legal liability of you and an insured person to compensate others if, as a result of an accident during the period of insurance arising from the maintenance, operation or use of an insured vehicle,

- someone is injured (including any sickness or disease resulting from such injury), or dies, or
- tangible third party property is physically lost or physically damaged (including the loss of use of such damaged property).

How much we will pay

The most we will pay for any one accident resulting in damage to third party property is £20,000,000.

There is no limit on the amount we will pay for any one accident resulting in

- injury or death of a third party, or
- injury or death of a passenger travelling in an insured vehicle.

All claims caused by one accident are agreed to be one claim however many insured person(s) may be legally liable for the accident.

We will pay reasonable and necessary costs and expenses of legal representation should you or an insured person need to defend against any legal action seeking damages for injury, death or property damage.

Legal personal representatives

In the event of the death of anyone who is insured under this section, we will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.

Legal costs

We will pay the fees and disbursements of any legal representative we agree to, to defend anyone we insure under this section, following any incident which is covered under this section:

- at a coroners inquest;
- at a fatal accident inquiry;
- in any proceedings brought under the Road Traffic Acts or equivalent European Union legislation.

We will not pay representation for:

- a plea of mitigation (unless the offence you are charged with carries a custodial sentence);
- appeals.
Motor legal expenses cover

Motor legal expenses cover is arranged and administered by LawShield UK Limited and underwritten by AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

LawShield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 202189. AmTrust Europe Limited is registered in England and Wales under number 01229676. This can be checked on the Financial Services register by visiting the FCA’s website at www.fca.gov.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

This section provides a named insured person with motor legal expenses cover as detailed below, whilst driving an insured vehicle anywhere within the territorial limits.

The general terms, general conditions and general exclusions all apply to this section.

What to do when a loss occurs

Motor legal expenses cover only applies to your policy if shown in your schedule. Legal expenses services are provided by LawShield.

LawShield are available for you to call 24 hours a day, seven days a week.

LawShield’s claims notification line is 0333 323 1243 (for calls within the United Kingdom)

or +44 1925 422 794 (for calls outside the United Kingdom).

LawShield will aim to recover your uninsured losses, which may include the cost of repairing or replacing your vehicle, your excess, injury compensation and other out-of-pocket expenses.

Special definitions applying to this section

Claims adjuster

Any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by LawShield to act for the named insured person.

Insurers

AmTrust Europe Limited.

Insured incident

A road traffic accident for which the named insured person is not at fault (excluding claims for theft or fire) occurring within the period of insurance and territorial limits which results in:

a. loss or damage to the insured vehicle including any attached trailer;

b. loss or damage to any personal property owned by the named insured person whilst the property is in/on or attached to the insured vehicle;

c. the death of or injury to the named insured person whilst in or getting into or out of the insured vehicle;

d. any other uninsured losses.
Legal costs and expenses

a) Fees, costs and disbursements reasonably incurred by Lawshield, any claims adjuster, solicitor, or other appropriately qualified person appointed to act for the named insured person with Lawshield’s consent; and

b) The costs of any civil proceedings incurred by an opponent awarded against the named insured person by order of a court or which Lawshield have agreed to pay.

Where solicitors costs are payable by the insurer, these will be chargeable on the standard basis as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour solicitors time, and £12.50 including VAT for each letter sent out.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these claims.

Prospects of success

Reasonable prospects are considered to be 51% or better chance of success.

Solicitor

The solicitor, firm of solicitors or other appropriately qualified person, firm or company appointed to act for the named insured person.

Standard basis

The assessment of costs which are proportionate to the named insured person’s claim.

What is covered

LawShield will cover the legal costs and expenses for legal proceedings started on behalf of the named insured person during the period of insurance and in connection with pursuing civil claims arising from an insured incident relating to the use of an insured vehicle or any other vehicle attached and being towed by the insured vehicle which results directly in the death of or personal injury to the named insured person and any other uninsured losses the named insured person incurs.

If the named insured person is not awarded any costs or compensation the insurer will pay all legal costs and expenses up to the limit under this section. If the named insured person is awarded costs, the named insured person must use these to repay the amount the insurer has paid out on their behalf in connection with the proceedings but if the legal costs and expenses are greater than the amount the named insured person is awarded for those costs and expenses, the insurer will pay the extra amount (up to the limit under this section).

How much insurers will pay

The maximum amount insurers will pay in respect of all insured incidents which are related in time or by cause is £100,000.

This includes legal costs and expenses of both the named insured person and any opponents where the named insured person is liable to pay them.

Motor Legal Expenses Cover with LawShield has been arranged by Hagerty for you. LawShield service this part of your policy on behalf of the insurers.

Hagerty cannot accept any responsibility for the availability, standard of service or any consequences from the use of these services.
In addition to the policy general exclusions the following additional exclusions apply to this part of your policy.

**LawShield** shall not be liable for:

- Claims where there are no prospects of success. Lawshield will continue to assess whether prospects of success exist throughout the named insured person’s claim and if at any time Lawshield consider the named insured person’s claim no longer has prospects of success and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then Lawshield will inform the named insured person in writing of the decision and the reason behind that decision. Having informed the named insured person of this, and subject to the policy conditions, Lawshield may withdraw further cover for legal costs and expenses.

- Claims arising from driving under the influence of alcohol or drugs.

- Claims where Lawshield are not told about the claim within 180 days of the event which caused it.

- Claims where a reasonable estimate of the legal costs and expenses is greater than the amount in dispute other than in relation to uninsured loss recovery claims.

- Legal costs and expenses if the named insured person withdraws from legal proceedings without Lawshield’s agreement.

- Legal costs and expenses which are covered under a more specific insurance or if a claim has been refused by another insurance company.

- Legal costs and expenses where fixed recoverable costs have already been recovered by the solicitor.

- Legal costs and expenses incurred prior to LawShield’s written acceptance of a claim or that Lawshield have not agreed to in advance.

- Claims arising from any deliberate, criminal act or omission by the named insured person.

- Legal costs and expenses, fines or other penalties which the named insured person is ordered to pay by a Court of Criminal Justice.

- Incidents involving an insured vehicle owned or driven by the named insured person, where the named insured person was not in possession of a valid driving licence or the insured vehicle was not covered by a valid test certificate where appropriate or was not in a road-worthy condition.

- Motor vehicles used by or on behalf of the named insured person for racing, rallies, competitions or trials of any kind.

- Claims arising from the insured vehicle not being used in accordance with the terms and conditions of your policy.

LawShield shall be under no liability to pay for avoidable correspondence, absence from work compensation or for travelling expenses or sustenance allowances of the named insured person (except to the extent that the named insured person may be specifically covered under the other sections of the policy).

LawShield shall not be liable for the legal costs and expenses of pursuing an action arising from an incident that occurs outside the territorial limits except that LawShield will be responsible for reasonable costs incurred with their prior approval in enforcing or attempting to enforce a judgment obtained from a court within the territorial limits against a defendant resident elsewhere.

Lawshield shall not be liable for any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
Hagerty Classic Car
Policy Wording

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

The insurer will not provide cover, pay any claim or provide any benefit if doing so would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LawShield shall not be liable for legal costs and expenses in respect of accidents occurring during trips to foreign countries within the territorial limits commencing during the period of insurance, when the period of any such trip to these countries is intended to exceed 90 days, unless we have agreed to extend coverage under the policy to apply to such trip.

Special conditions applying to this section

Compliance by the named insured person with the following provisions applying to this section and all of the terms in the policy shall be a condition of this insurance.

Where indemnity is requested and granted to any person mentioned in the schedule, then the terms and conditions and exclusions of this section apply equally to such persons as they do to the named insured person.

Responsibilities of the named insured person

The named insured person must tell Lawshield in writing as soon as possible when a claim or possible claim happens.

The named insured person must give Lawshield any information and evidence Lawshield need (the named insured person will have to pay any costs involved in this). The named insured person must not do anything to affect their case.

The named insured person must tell Lawshield about any other legal expense insurance they have which may cover the same loss.

The named insured person must co-operate fully with Lawshield, the claims adjuster or the solicitor.

Choice of solicitor

Before legal proceedings are issued Lawshield will appoint a solicitor from Lawshield’s panel to act on behalf of the named insured person to prosecute, defend or settle any claim Lawshield accept under the terms of this policy.

If legal proceedings need to be issued, the named insured person does not have to accept the solicitor Lawshield has chosen. The named insured person must send Lawshield in writing the full name and address of a solicitor who they want to act for them.

In choosing their solicitor, the named insured person must try and keep the cost of any legal proceedings as low as possible.

If the named insured person cannot agree a suitable solicitor with Lawshield, the named insured person can refer their choice of solicitor to arbitration in line with the conditions of this policy. If there is a dispute about the choice of solicitor, Lawshield will appoint a solicitor to act on behalf of the named insured person to protect their interests whilst arbitration takes place.

If Lawshield are acting for two or more people for one claim, the named insured person may choose solicitors. The named insured person must send their name and address to Lawshield before Lawshield agree to pay any legal costs and expenses.
Before Lawshield accept the named insured person’s choice of a solicitor, or if the named insured person fails to choose a solicitor, Lawshield will be entitled to instruct a solicitor on their behalf.

**Representation**

Lawshield can take over, and carry out in the name of the named insured person, action to take or defend any claims and Lawshield will have complete control over how legal proceedings are carried out.

Legal costs and expenses payable are to be in no way affected by any agreement, undertaking or promise made or given by the named insured person to the solicitor, witness expert or any claims adjuster.

Lawshield shall have direct access to the solicitor at all times and the named insured person must keep Lawshield fully informed of all material developments during their claim. If Lawshield ask the named insured person must instruct the solicitor to produce to Lawshield any documents, information or advice in their possession and the named insured person must give the solicitor any other instructions relating to the conduct of their claim as Lawshield may require.

Lawshield’s written consent must be obtained prior to:

- The instruction of Counsel to appear before a Court (or tribunal) before which a solicitor has a right of audience;
- The instruction of Queen’s Counsel;
- The incurring of unusual experts fees or unusual disbursements;
- The making of an Appeal.

If for any reason the solicitor refuses to continue to act for the named insured person or if the named insured person withdraws their claim from the solicitor, Lawshield will not pay any further legal costs and expenses unless Lawshield agree to the appointment of an alternative solicitor in accordance with the terms and conditions of this policy. Lawshield will not pay any additional legal costs and expenses arising solely as a result of the appointment of a new solicitor.

If the named insured person unreasonably withdraws from a claim without Lawshield’s prior agreement, then the legal costs and expenses will become the responsibility of the named insured person and Lawshield will be entitled to be reimbursed by the named insured person for any costs paid or incurred during the course of the claim. This includes any legal costs and expenses that Lawshield consider the named insured person is obliged to pay solely because they withdrew from the claim.

This insurance does not cover an Appeal unless Lawshield are notified in writing by the named insured person no later than six working days before the time for making an Appeal expires and Lawshield consider that there are prospects of success of such an Appeal succeeding.

**Part 36 offers**

The named insured person or the solicitor must inform Lawshield immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim.

No agreement is to be made to settle the claim on the basis of both sides paying their own costs without Lawshield’s prior approval.

If the named insured person or the solicitor fail to tell Lawshield of any Part 36 offer, then the named insured person will be responsible to Lawshield for an amount equal to the detriment Lawshield have suffered as a result of the named insured person’s failure to comply with this obligation, and Lawshield may deduct this amount from any payment Lawshield make under this section.

If the named insured person does not accept a Part 36 offer and the named insured person does not subsequently achieve a higher award of compensation, then Lawshield will not pay
any further legal costs and expenses or opponent’s costs unless Lawshield were notified of the Part 36 offer and agreed to continue the proceedings.

Lawshield will not unreasonably withhold agreement to continue proceedings however Lawshield will have the right to ask the named insured person to instruct the solicitor to obtain counsel’s opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by the named insured person, or whether there are grounds for continuing the proceedings before Lawshield agree to continue with the named insured person’s claim.

Costs and Recovery

At Lawshield’s request, the named insured person must instruct the solicitor to have the legal costs and expenses taxed, assessed, or audited by the relevant authority.

The named insured person must take all reasonable steps to recover legal costs and expenses payable under this policy from their opponent and pay any recovered legal costs and expenses to Lawshield.

Lawshield can take proceedings in the name of the named insured person (at Lawshield’s own expense and for Lawshield’s own benefit) to recover from anyone else, any payment Lawshield have made under this insurance.

Arbitration

If there is a dispute between the named insured person and Lawshield over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at the written request of the named insured person the dispute will be referred to an arbitrator, who shall be a solicitor or Counsel that the named insured person and Lawshield agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.

If there is a disagreement over the amount Lawshield owe the named insured person, Lawshield will pass the matter to an arbitrator who both the named insured person and Lawshield agree to. When this happens, the arbitrator must make a decision before the named insured person can start proceedings against Lawshield.