

HAGERTY[®]

CLASSIC CAR INSURANCE POLICY WORDING



Underwritten by Markel International Insurance Company Limited



Claims 24-hour helpline (UK only)

0333 323 1129

For all motor related claims enquires

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Claims 24-hour helpline (when calling from abroad)

+44 1925 422726

For all motor related claims enquiries

Hagerty customer services

0333 323 1138 (UK)

+44 1327 810 600 (when calling from abroad)

For general enquiries and complaints

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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 Markel International Insurance Company 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.

A handwritten signature in cursive script that reads "Robin Harman".

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 section 10. **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 **us**. **Our** contact details are:

Hagerty International Limited, 141b The Command Works, Old Skimmingdish Lane, Bicester Heritage, Bicester, OX27 8FZ.

Telephone: +44 (0)333 323 1138 (calls to this number within the United Kingdom are free on mobile phones and landlines); or +44 (0)1327 810 600.

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

Fax: 01925 428357

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 Financial Ombudsman Service is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.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.

Compensation arrangements

Hagerty, Markel 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.

Section 3: General terms

Please read **your policy** very carefully. If anything is not correct, please return it immediately. This **policy** is a contract between **you** and **us**.

We will provide this insurance in return for the premium **you** have paid to **us**.

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.
Act of terrorism	An act, including using or threatening to use force or violence, which: <ul style="list-style-type: none"> • is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and • is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.
Agreed value	The amount your vehicle is insured for as shown in your schedule . This is the most we will pay for your vehicle regardless of any upward or downward movement in its value at the time of loss. The amount shown in your schedule includes 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.
Amount insured	This is the most we will pay as shown in your schedule .
Associated address	Your or an insured person's permanent address in the United Kingdom .
Certificate	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 agreed by us in writing.
European Union	Austria, Belgium, Bulgaria, 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 the schedule . If an insured vehicle is not listed in the schedule a £1,000 excess applies.
Markel	Markel International Insurance Company Limited..
Insured Person(s)	Any user permitted by you legally entitled to drive in accordance with the certificate .
Insured vehicle	<ol style="list-style-type: none"> 1. Any vehicle listed on your Schedule of Motor Insurance. 2. Any vehicle insured under a Hagerty Classic Car Policy underwritten by Markel.
Lawshield	Lawshield UK Ltd, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL who arrange the services under Section 10 of the policy.
Market value	The cost to replace a vehicle with one of similar age, make, model and condition. We decide this amount.
Named insured person	Insured persons whose names are stated in the certificate .
Period of insurance	The period for which the policy is in force as shown in your most recent schedule .

Personal effects	Personal property owned by you or for which you are legally responsible.
Policy	This policy wording, the schedule , the certificate , any amendment to cover notice and any endorsements .
Proposal form	The form that captures all the information that you provide to us via your agent and on which we base our terms and conditions.
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, Croatia, 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 the schedule for which a certificate 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	The insurer named in the schedule .
You, your	The person named as the policyholder in the 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.

Cancellation

You may cancel this **policy** by writing to **us**:

1. Within fourteen days of receipt of the **policy** or fourteen days from the effective date of the **policy**, whichever is the later. If **you** have not made a claim **you** will receive a full premium refund less any administration charges incurred.
2. At any time and returning **your certificate**. If **you** have not made a claim, **we** will return any premium **you** have paid for any **period of insurance** remaining, calculated on a pro-rata basis less any administration charges from the day **we** receive notification of cancellation from **you**.

We may cancel this **policy** by sending **you** fourteen days' notice by recorded post to **your** last known correspondence address. **You** must immediately return **your certificate** to **us**. If **you** have not made a claim, **we** will return any premium **you** have paid for any **period of insurance** remaining, calculated on a pro-rata basis less any administration charges from the day of cancellation.

Data protection

By accepting **your policy**, **you** consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling any claims and to process sensitive personal data about **you** where this is necessary. This may mean **we** choose or are required to give some details to third parties. These third parties may include other insurance carriers, claims adjusters, fraud detection and/or prevention services, the Motor Insurers' Bureau, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates, both to the disclosure of such information to **us** and its use by **us** as set out above. The information provided will be treated by **us** in confidence and in compliance with applicable data protection law. **You** have the right to apply for a copy of **your** information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls to **us** may be monitored and/or recorded.

Duplicate cover

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

If **you** have tried to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

1. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
2. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
3. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
4. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

Governing law

This **policy** will be interpreted in accordance with and governed by English law. The parties will submit to the non-exclusive jurisdiction of the courts of England and Wales.

Information

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.
- 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.

If **you** are in any doubt, please contact **us** or **your** insurance agent.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example we may cancel **your policy** in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Misrepresentation

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;
- cancel **your policy** in accordance with the cancellation condition.

We or **your** insurance agent will write to **you** if **we**:

- intend to treat this insurance as if it never existed;
- need to amend the terms of **your policy**; or
- require **you** to pay more for **your** insurance.

Other insurance

When other insurance applies to a covered loss under this **policy**, **our** cover will apply secondary to any other available insurance.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

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 or any other documentation required under current legislation.

You must take reasonable steps to protect any **insured vehicle** from loss or damage.

Section 5: What to do when a loss occurs

You should refer to the relevant cover section for details of the cover provided and how **your** claim will be settled.

A motor vehicle claim

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 1129 (for calls within the UK)
+44 1925 422726 (for calls outside the UK)

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** 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.

Repair work

Please let **us** know before any repair work is carried out on **your vehicle**. Not doing so may affect a claim.

We have the right to inspect any damage to an **insured vehicle**. **We** will tell **you** if **we** want to do this.

Injury to someone or damage to their property

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**.

Recovering a payment

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.

Receiving **your** claim payment

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

A motor legal expenses claim

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 1129 (for calls within the UK)
+44 1925 422 726 (for calls outside the UK).

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.

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. Loss, damage, costs or expenses arising directly or indirectly from biological or chemical contamination. This includes poisoning or preventing or limiting the use of an object, due to the effects of any biological or chemical agent.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
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).
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** 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 the **schedule**.
14. Any loss or damage caused by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.
15. Loss, damage, cost, expense or liability directly or indirectly caused by, resulting from or in any connection with any **act of terrorism** or any action taken in controlling, preventing or suppressing any **act of terrorism**. However, this exclusion shall not apply when cover is not provided by the Motor Insurance Bureau and it is necessary to comply with the **United Kingdom** Road Traffic Act.

Section 6: General exclusions

16. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amounts in excess of the amount that would be covered under the other insurance.
17. Any buses, coaches and vehicles with ten or more seats including that of the driver.
18. Waterborne vessels, aircraft, hovercraft or any other **vehicle** not designed to run on land unless amphibious which is licensed to go on highways (but not including any waterborne exposure).
19. Any losses involving the ownership, operation, maintenance or use of any **vehicle** the principal use of which is:
 - a. the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive.
 - b. the bulk transportation of liquid petroleum or gasoline.
 - c. the transportation of gases in liquid, compressed or gaseous forms.
20. Any damage to tyres caused by braking, punctures, cuts or bursts.
21. Any loss of value following repairs.
22. Any loss, theft, damage, disablement, impairment or loss of use of your vehicle or any cost or expense arising as a result of any computer virus, ransomware, code or software or any related threat, deception or hoax.
23. Physical damages or losses arising from **you** or an **insured person** having a blood alcohol level exceeding the prescribed limit as decreed by the United Kingdom Road Traffic Act (or any according legislation of any other applicable country within the territorial limits) or are under the influence of any illegal substance.

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	<ul style="list-style-type: none"> • 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 proposal form and stated in your schedule.
Garaging condition	<p>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.</p> <p>If you do not, we will not have to pay any related claim.</p> <p>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.</p>
How much we will pay	<p>Your schedule will show you the maximum amount we will pay for each agreed claim. Following loss or damage involving any insured vehicle, we will decide whether to repair or make a cash settlement.</p> <p>We will insure your vehicle for its agreed value provided we have received, within 30 days of either the start of this policy or the date from when the vehicle was added to this policy, an acceptable valuation certificate or acceptable photographs of your vehicle. The agreed value is the maximum we will pay if your vehicle is declared by us to be a total loss.</p> <p>If we have not received an acceptable valuation certificate or acceptable photographs of your vehicle, the maximum we will pay in the event of your vehicle being declared a total loss is the amount insured or the vehicle's market value whichever is the lesser amount.</p> <p>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 or the amount insured if we have not received an acceptable valuation certificate or acceptable photographs within the time frames shown above. 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.</p> <p>If we are going to settle your claim by replacing your vehicle or paying you the amount insured, 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.</p>

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 the **agreed value** and the **excess** assigned to the **insured vehicle** will apply.

Audio and electrical equipment	<p>In the event of a covered loss we will also cover up to £750 for the following for loss or 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.</p> <ol style="list-style-type: none"> 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.
Car jacking and road rage	<p>If you or a named insured person is subject to physical assault as a result of aggravated or attempted theft or any other incident involving an insured vehicle during the period of insurance, we will pay up to £5,000 towards the cost of legal representation or medical expenses, counselling or any other associated expenses.</p> <p>Any such incident must be reported to the police within 48 hours of it happening.</p> <p>This additional cover does not apply if the assault is by a relative or a person known to you.</p>
Child car seats	<p>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.</p>
Disablement	<p>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.</p>
Driving other cars	<p>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.</p> <p>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.</p>
Emergency transportation/accommodation	<p>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.</p> <p>In addition, we will pay up to a maximum of £1,000 for accommodation and meals.</p>
Emergency treatment	<p>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.</p>
Foreign use	<p>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.</p> <p>The certificate should provide evidence that the compulsory insurance laws within the territorial limits are complied with.</p>

Section 8: Additional cover and benefits

Glass cover	<p>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.</p> <p>A £100 excess applies to this additional cover. However, if the glass is repaired, the excess does not apply.</p>
Lock replacement	<p>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.</p>
Medical expenses	<p>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.</p>
Personal accident cover	<p>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:</p> <ul style="list-style-type: none"> • death, or • total loss of a limb, or • loss of sight in one or both eyes. <p>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 are under the influence of any illegal substance.</p>
Personal effects	<p>We will pay for your personal effects (excluding cash, travellers cheques, bearerbond, 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.</p> <p>Your excess does not apply to this additional cover.</p>
Personal registration plate cover	<p>If you or a named insured person's vehicle has a personalised registration number 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.</p>
Trailers	<p>We will pay up to £5,000 for theft or physical damage to a trailer or non-motorised Horsebox, 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.</p>

Proof of ownership of a trailer will need to be provided for this cover to apply.

Section 9: Third party liability cover

You should read **your schedule** to see if this third party liability cover applies to **your policy**.

This section provides **you** and an **insured person** with third party liability 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 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 persons** 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.

Section 10: Motor legal expenses cover

Motor legal expenses cover

Motor legal expenses cover is arranged by **Lawshield** and underwritten by AmTrust Europe Limited.

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

Special definitions applying to this section

The general terms, general conditions and general exclusions all apply 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**.

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.

Insurers

AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

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 cases.

Motor legal expenses cover

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 persons claim.
What is covered	<p>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.</p> <p>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).</p>
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 for both the named insured person and any opponents insofar as they are liable to pay them. 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.
Special exclusions applying to this section	<p>In addition to the policy general exclusions the following additional exclusions apply to this part of your policy.</p> <p>The insurers will not pay legal costs and expenses in the following circumstances:</p> <ul style="list-style-type: none"> • 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. • 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**.
- 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** incurred prior to **Lawshield's** written acceptance of a claim or that **Lawshield** have not agreed to in advance.
- Claims arising from any deliberate or 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**.
- Claims arising from an **insured incident** that occurs outside the **territorial limits** except enforcement of a judgement obtained from a court within the territorial limits with **Lawshield's** prior approval against a defendant who resides outside of the jurisdiction of the court making the order.

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 any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

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.

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.

Motor legal expenses cover

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 cover 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

- 1) The **named insured person** must tell **Lawshield** in writing as soon as possible when a claim or possible claim happens.
- 2) 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.
- 3) The **named insured person** must tell **Lawshield** about any other legal expense insurance they have which may cover the same loss.
- 4) The **named insured person** must co-operate fully with **Lawshield**, the **claims adjuster** or the **solicitor**.

Choice of **solicitor**

- 1) Before legal proceedings are issued **Lawshield** will appoint a **solicitor** from **Lawshield's** panel to act on of the **named insured person** to prosecute, defend or settle any claim **Lawshield** accept under the terms of this policy.
- 2) 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.
- 3) In choosing their **solicitor**, the **named insured person** must try and keep the cost of any legal proceedings as low as possible.
- 4) 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.
- 5) If the **Insurer** insures 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**.
- 6) 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

- 1) **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.
- 2) **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**.
- 3) **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.
- 4) **Lawshield's** written consent must be obtained prior to:
 - i. The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience;
 - ii. The instruction of Queen's Counsel;
 - iii. The incurring of unusual experts fees or unusual disbursements;
 - iv. The making of an appeal.
- 5) 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 the **policy**. **Lawshield** will not pay any additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
- 6) 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.
- 7) The insurance under this section 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

- 1) 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.
- 2) 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.
- 3) 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.

- 4) 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.
- 5) **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

- 1) 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.
- 2) 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**.
- 3) **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

- 1) 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.
- 2) 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**.



HAGERTY[®]
CLASSIC CAR INSURANCE

0333 323 1181

Hagerty International Limited
141b The Command Works, Old Skimmingdish Lane,
Bicester Heritage, Bicester, OX27 8FZ.

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