

# Terms of Business



Hagerty International Limited is an insurance intermediary and is authorised and regulated by the Financial Conduct Authority (FCA), registered number 441417. We operate from: 141b The Command Works, Old Skimmingdish Lane, Bicester Heritage, Bicester, Oxfordshire, OX27 8FZ., United Kingdom. Telephone: 0333 323 1242 or email: [enquiries@hagerty.co.uk](mailto:enquiries@hagerty.co.uk). Please read the following information carefully, it includes confirmation of our terms of business. If anything below is unclear to you, please contact us as soon as possible.

Markel Corporation and State Farm Mutual Automobile Insurance Company both hold more than 10% of the capital or voting rights in Hagerty International Limited.

## Accepting our Terms of Business:

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. We draw your particular attention to:

For your own benefit and protection, you should read these terms carefully. If you are unsure about any aspect of our Terms of Business or have any questions regarding our relationship with you, please contact us at the above address.

## The Financial Conduct Authority (FCA):

The FCA is the independent watchdog that regulates financial services. It requires us to give you this document. Please use this document to decide if our services are right for you. Our permitted business is introducing, advising, arranging, dealing as agent and assisting in the administration and performance of general insurance contracts. You can check these details on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk> or by contacting the FCA on 0800 111 6768.

## Our Services:

We will assess your insurance requirements and make a recommendation to you should one of our products meet your needs. We act on behalf of insurers when providing quotations to you, arranging cover and dealing with claims matters'. We will not in any circumstance guarantee the solvency of any insurer.

## Our Products:

We only offer motorcycle, classic, collectible and exotic vehicle insurance and personal accident insurance from Markel International Insurance Company Limited, Aviva Insurance Limited and underwriters at Lloyd's.

We provide legal expenses coverage as part of our standard motor policy. This insurance is placed with Allianz Legal Protection and is administered by LawShield UK Ltd. We offer roadside and breakdown insurance on behalf of RAC Breakdown.

## Our Charges:

We do not charge you for providing you with a quote for our products, unless you are otherwise advised. You will be under no obligation to take the insurance or other service for which we quote. Once you have asked us to effect cover on your behalf, you will have entered into legally binding contracts with Hagerty International Limited and one or more insurers or suppliers of services for whom Hagerty International Limited is an agent.

We do not charge administration fees on new business or renewals but mid-term adjustments and cancellations may be subject to a charge of £25. You will be advised of any charges prior to the conclusion of the contract transaction.

## Cancellations:

If you wish to cancel your policy you must first call our office. You may be due a refund for part of your premium as long as no claims have occurred during your time on cover. You must return your certificate of insurance or, if lost, your policy schedule together with a letter confirming your cancellation request before we can cancel your policy. Upon cancellation of your policy you will be charged a flat fee of £25 in addition to the premium earned for time on risk, unless the cancellation request is received within 14 days from the start date of the policy (or the date when you receive the policy, if later) if this is the case you will receive a full refund.

After the first 14 days we cannot refund any premium for roadside and breakdown insurance or legal expenses insurance.

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to: non-payment of premium or fees, commission claw back by insurers where instructions are given to another party to handle the customer's insurance(s), failure to provide requested documentation or information, deliberate failure to comply with terms set out within the terms of business or insurer's documentation, deliberate misrepresentation or non-disclosure or attempted fraud, use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

Unless otherwise agreed in writing, if our relationship ends, any transactions previously initiated will be completed according to these Terms of Business. You will be liable to pay for any transactions concluded prior to the end of our relationship and we will be entitled to retain commission received for conducting these transactions, together with all fees charged by us for services provided.

## Methods of Payment and Handling Monies:

We accept payments by credit or debit card at the time of sale. As an agent of the insurers we will collect and hold your money for purchasing insurance policies in a separate bank account held in trust for the insurers. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

## Policy Renewal:

If we can offer you renewal terms, we will attempt to renew your policy automatically. If you don't want your cover to automatically renew and you want to opt out of this 'automatic renewal' process, simply contact us before your renewal date to end your continuous payment. Please note that if we are unable to update the card details, we will not be able to automatically renew your policy.



#### Providing Information To Your Insurers:

Your insurance is based upon the information provided to the insurance company. Unless otherwise indicated by the specific insurer underwriting your particular policy, the following circumstances apply.

For Consumers (individuals buying insurance wholly or mainly for purposes unrelated to their trade, business or profession) this means that you must take reasonable care to answer all questions fully and accurately. Once cover has been arranged, you must immediately notify us of any changes to the information that has been provided to your insurers. Failure to provide accurate and up to date information may invalidate your insurance cover and mean that a claim may not be paid.

You are also reminded that it is an offence under the Road Traffic Act to make any false statements or withhold any relevant information to obtain Insurance cover.

All other customers must present the risk (i.e. the subject matter of the proposed insurance) fairly. This means that you must disclose to insurers, before arranging or renewing your insurance policy, and throughout the policy period, anything that might influence the judgement of an insurer in fixing the premium, setting the terms or determining whether they would take the risk. If you are uncertain whether anything is material, you should disclose it. In order to identify what must be disclosed, you are obliged to carry out a reasonable search before presenting the risk to insurers. This includes (but is not limited to) consulting with all senior managers (anyone who plays a significant role in the making of decisions about how your activities are to be managed or organised, regardless of whether or not that individual is a member of your board or is formally in a management role). You must also consult with anyone who has particular knowledge about the risk to be insured. Failure to disclose material information may invalidate your insurance cover and could mean that a claim may not be paid or an additional premium may be incurred.

#### Credit References:

In providing a quotation or cover for you, a credit check may be completed on you. The fact that such a credit check has been completed will appear on your credit report whether or not your application proceeds.

#### Awareness of Policy Terms:

When a policy is issued, you are strongly advised to read it carefully as it is that documentation, the schedule and any certificate of insurance, which is the basis of the insurance contract you have purchased. If you are in any doubt over the policy terms or conditions, please seek advice promptly.

#### Claims:

If you are involved in an accident or have occasion to make a claim on your policy for any other reason, you must follow the instructions detailed in your policy. You should not admit liability or agree to any course of action, other than emergency measures to minimise your loss, until you have agreement from your Insurer.

#### Complaints:

It is our intention to provide you with a high level of customer service at all times. If you are not happy with the service we have provided, for any reason, please contact our complaint department on 0333 323 1181 or [enquiries@hagertyinsurance.co.uk](mailto:enquiries@hagertyinsurance.co.uk) or by post at the above address. We have a formal complaint procedure and will respond accordingly to each and every complaint. If we are unable to resolve your complaint satisfactorily, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS).

Further information is available by calling the FOS on 0300 123 9 123 or at <http://www.financial-ombudsman.org.uk>

#### Confidentiality:

We will process any personal information we obtain in the course of providing our services to you in accordance with the Data Protection Act 1998. In administering your insurances and where applicable arranging premium finance it will be necessary for us to pass such information to insurers and other relevant product or service providers which may also provide us with business and compliance support.

We may also disclose details to relevant parties, as necessary, to comply with regulatory or legal requirements. We may contact you or pass your details to other companies associated with us in order to promote products or services which may be of interest to you. We will not otherwise use or disclose the personal information we hold without your consent.

Some of the details you may be asked to give us, such as information about offences or medical conditions, are defined by the Act as sensitive personal data. By giving us such information, you signify your consent to its being processed by us in arranging and administering your insurances.

Subject to certain exceptions, you will be entitled to have access to your personal and sensitive personal data, which can be requested by contacting us in writing at the above address. If at any time you wish us, or any company associated with us, to cease processing any of the personal data or sensitive personal data we hold, or to cease contacting you about products and services, please write to us at the above address.

Your acceptance of these Terms of Business does not affect your normal legal rights and all terms are subject to English Law.

#### Compensation Arrangements:

We are covered by the Financial Services Compensation Scheme (FSCS). 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 <http://www.fscs.org.uk>