

# HAGERTY<sup>®</sup>

## CLASSIC CAR INSURANCE POLICY WORDING



In association with



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 141b The Command Works, Old Skimmingdish Lane, Bicester Heritage, Bicester, OX27 8FZ

Telephone: 0333 323 1242 (for calls within the UK)  
Telephone: +44 1327 810 600 (for calls outside the UK)  
Email: [enquiries@hagertyinsurance.co.uk](mailto: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, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.  
Tel: 0800 731 3942  
Email: [customerrelations@lawshield-uk.com](mailto: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](mailto: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.

### Compensation arrangements

Hagerty, Aviva and Allianz Legal Protection 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](http://www.fscs.org.uk).

## Section 3: General terms

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

<b>Contract of Insurance</b>	<p>This <b>policy</b> is a contract of insurance between <b>you</b> and <b>us</b>. <b>You</b> enter into a contract with <b>us</b> when <b>you</b> agree to take out the <b>policy</b> on the terms and conditions <b>we</b> have offered and to pay the premium. It is <b>your</b> responsibility to ensure that all persons insured are aware of the terms of this <b>policy</b>.</p> <p>The following elements form the contract of insurance; please read them and keep them safe:</p> <ul style="list-style-type: none"> <li>• This policy booklet;</li> <li>• information contained on <b>your statement of fact</b>;</li> <li>• <b>schedule</b>;</li> <li>• any <b>endorsements</b> on <b>your policy</b>, as set out in <b>your schedule</b>;</li> <li>• <b>certificate of motor insurance</b>;</li> <li>• any changes to <b>your policy</b> contained in notices issued by <b>us</b> at renewal;</li> <li>• the information under the heading 'Important Information' which <b>we</b> provide to <b>you</b> when <b>you</b> take out or renew <b>your policy</b>.</li> </ul> <p>In return for paying <b>your</b> premium, <b>we</b> will provide the cover shown in <b>your schedule</b> under the terms and conditions of this <b>policy</b> during the <b>period of insurance</b>. Any changes agreed during the <b>period of insurance</b> will be treated as a continuation of the contract of insurance.</p> <p><b>Our</b> provision of insurance under this <b>policy</b> is conditional upon all persons who seek to benefit under this <b>policy</b> observing and fulfilling the terms, provisions, conditions, and <b>endorsements</b> of this <b>policy</b>.</p>
<b>Renewal of the contract of insurance</b>	<p>Each renewal of the <b>policy</b> represents a new contract of insurance. For existing customers, <b>you</b> enter into a new contract of insurance with <b>us</b> commencing on the date when <b>you</b> agree to renew the <b>policy</b> and to pay the premium. <b>You</b> will be covered for the <b>period of insurance</b> shown on <b>your renewal schedule</b>.</p>
<b>Definitions</b>	<p>Words shown in <b>bold</b> type in the <b>policy</b> shall have the meaning given to them below or in the relevant cover section, wherever they may appear unless otherwise indicated.</p>
<b>Agreed value</b>	<p>The amount <b>your vehicle</b> is insured for as agreed by <b>you</b> and <b>us</b> and shown in <b>your schedule</b>. The amount includes the value of <b>your vehicle</b> at the inception date of the <b>policy</b>, all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by <b>us</b>.</p>
<b>Amendment to cover notice</b>	<p>The most recent notification of cover change <b>we</b> issued to <b>you</b>.</p>
<b>Associated address</b>	<p><b>Your</b> or an <b>insured person's</b> permanent address in the <b>United Kingdom</b>.</p>
<b>Certificate of motor insurance</b>	<p><b>Your</b> evidence of motor insurance. A certificate will be issued by <b>us</b> for each <b>vehicle you</b> insure with <b>us</b> and should be read together with this <b>policy</b> wording, the <b>schedule</b>, any <b>amendment to cover notice</b> and any <b>endorsements</b>.</p>
<b>Endorsement</b>	<p>A change to the terms of the <b>policy</b>. These are shown in <b>your schedule</b>.</p>
<b>European Union</b>	<p>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.</p>
<b>Excess</b>	<p>The amount for which <b>you</b> are responsible as the first part of each agreed claim as shown in <b>your schedule</b>. If an <b>insured vehicle</b> is not listed in <b>your schedule</b> a £1,000 excess applies.</p>

### Section 3: General terms

<b>Insured Person (s)</b>	Any user permitted by <b>you</b> legally entitled to drive in accordance with the <b>certificate of motor insurance</b> .
<b>Insured vehicle</b>	1. Any <b>vehicle</b> . 2. Any <b>vehicle</b> insured under a Hagerty Classic Car Policy underwritten by Aviva.
<b>LawShield</b>	LawShield UK Ltd, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.
<b>Market value</b>	The cost to replace a <b>vehicle</b> with one of the same make, model and condition. <b>We</b> decide this amount.
<b>Named insured person</b>	<b>Insured person(s)</b> whose names are stated on the <b>certificate of motor insurance</b> .
<b>Period of insurance</b>	The period for which the <b>policy</b> is in force as shown in <b>your</b> most recent <b>schedule</b> .
<b>Personal belongings</b>	Personal property within <b>your vehicle</b> . This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to <b>your vehicle</b> .
<b>Policy</b>	This policy wording, the <b>schedule</b> , the <b>certificate of motor insurance</b> , any <b>amendment to cover notice</b> and any <b>endorsements</b> .
<b>Statement of fact</b>	The form that captures all the information that <b>you</b> provide to <b>us</b> via <b>your</b> agent and on which <b>we</b> base our terms and conditions.
<b>Road Traffic Acts</b>	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.
<b>Schedule</b>	The document showing <b>your</b> name, <b>your</b> address and <b>your</b> insurance details that <b>we</b> sent <b>you</b> when <b>we</b> accepted this insurance or following any subsequent amendment to <b>your</b> cover, whichever is the more recent.
<b>Territorial limits</b>	This <b>policy</b> provides cover anywhere within the <b>European Union and United Kingdom</b> , as well as the Channel Islands, the Isle of Man, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Serbia, Switzerland or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition.
<b>Vehicle</b>	Any vehicle listed in <b>your schedule</b> for which a <b>certificate of motor insurance</b> has been issued bearing the registration number or chassis number of that vehicle which belongs to or is under a hire purchase agreement with <b>you</b> or is leased to <b>you</b> .
<b>United Kingdom</b>	England, Wales, Scotland and Northern Ireland.
<b>We, us, our, ours</b>	Aviva Insurance Limited except where otherwise shown for any policy section.
<b>You, your</b>	The person named as the policyholder in <b>your schedule</b> .

## 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	<b>Your</b> valid <b>certificate of motor insurance</b> must be returned/surrendered immediately following cancellation.
Duplicate cover	<p>When other insurance applies to a covered loss under this <b>policy</b>, <b>we</b> are entitled to approach the other insurer for contribution and will only pay <b>our</b> share.</p> <p>If a loss is covered more than once by <b>us</b>, <b>we</b> will pay under the section that provides <b>you</b> with the most cover. <b>We</b> will not make duplicate payments.</p>
False claims	<b>'False claims'</b> 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	<p>The law of England and Wales will apply to this contract unless:</p> <ul style="list-style-type: none"><li>• <b>you</b> and <b>we</b> agree otherwise; or</li><li>• at the date of the contract <b>you</b> 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.</li></ul>
Customers with Disabilities	This <b>policy</b> and other associated documentation are also available in large print, audio and Braille. If <b>you</b> 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	<p><b>You</b> must take reasonable steps to keep <b>your vehicle</b> in a roadworthy condition and ensure <b>you</b> have a current and valid M.O.T certificate, where relevant, or any other documentation required under current legislation.</p> <p><b>You</b> must take reasonable steps to protect any <b>insured vehicle</b> from loss or damage.</p>

## Section 4: General conditions

Information and changes  
we need to know about

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

<b>A motor vehicle claim</b>	<p><b>You</b> should refer to the relevant cover section for details of the cover provided and how <b>your</b> claim will be settled. Claims for all sections of the <b>policy</b> except for Motor Legal Expenses Cover are managed by Connexus Claims Solutions Limited (Connexus) and <b>we</b> will let <b>you</b> know if this company changes.</p>
How to make a claim	<p><b>You</b> must tell <b>us</b> or <b>your</b> insurance agent as soon as possible about any incident which <b>you</b> may need to claim for under this <b>policy</b>. Our 24 hours a day, seven days a week helpline is available on:</p> <p>0333 323 1243 (for calls within the <b>United Kingdom</b>) +44 1925 422 794 (for calls outside the <b>United Kingdom</b>)</p> <p>In addition, in the event of theft, bodily injury or a crime being committed, <b>you</b> or an <b>insured person</b> must notify the police and obtain a crime reference number from them.</p> <p><b>You</b> or an <b>insured person</b> must not admit liability for any incident or negotiate or refuse any claim with anyone.</p> <p><b>We</b> will:</p> <ul style="list-style-type: none"> <li>• arrange for the repatriation of <b>you</b> or the <b>insured person(s)</b> and <b>your</b> or the <b>insured person's</b> passengers from within the <b>territorial limits</b>;</li> <li>• where necessary recover the <b>insured vehicle</b> to a destination or repairer of <b>your</b> choice or if <b>you</b> prefer to a repairer approved by <b>us</b>;</li> <li>• inspect, approve and authorise any repairs to the <b>insured vehicle</b>;</li> <li>• clean the <b>insured vehicle</b> on completion of any repairs;</li> <li>• where appropriate return the <b>insured vehicle</b> to <b>you</b>;</li> <li>• guarantee the repairs to the <b>insured vehicle</b> if carried out by an approved repairer for a period of three years.</li> </ul>
Injury to someone or damage to their property	<p>If someone is holding <b>you</b> or an <b>insured person</b> responsible for injury or damage, <b>you</b> must immediately send to <b>us</b> or <b>your</b> insurance agent every letter or claim correspondence <b>you</b> receive. <b>You</b> or an <b>insured person</b> must not admit liability or make an offer or promise of payment without <b>our</b> written permission, otherwise <b>we</b> will not have to pay the claim.</p> <p><b>We</b> may take over and deal with, in <b>your</b> name or that of an <b>insured person</b>, the defence or settlement of any claim made against <b>you</b>.</p>
Receiving a loss payment	<p><b>We</b> may pursue, in <b>your</b> name or that of an <b>insured person</b> but at <b>our</b> expense, recovery of any amounts <b>we</b> may become liable to pay under this <b>policy</b>. <b>You</b> or an <b>insured person</b> must give <b>us</b> all the assistance <b>we</b> may reasonably require to do this.</p>
Receiving your claim payment	<p><b>You</b> may elect to receive <b>your</b> claim payment by cheque or via electronic fund transfer.</p>
<b>A motor legal expenses claim</b>	<p>Please refer to the section towards the end of this policy, titled 'Motor legal expenses cover'.</p>

## 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 meanscaused 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

**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	<b>We</b> will cover physical loss of or physical damage to an <b>insured vehicle</b> occurring during the <b>period of insurance</b> anywhere within the <b>territorial limits</b> .
What is not covered	<ul style="list-style-type: none"> <li>• <b>Your excess.</b></li> <li>• Loss of use of the <b>insured vehicle</b> or any other indirect loss.</li> <li>• Loss or damage to <b>your vehicle</b> in the event that <b>you</b> have exceeded the mileage declared to <b>us</b> in the <b>statement of fact</b> and stated in <b>your schedule</b>.</li> </ul>
Garaging condition	<p>If between the hours of 10pm and 6am <b>your vehicle</b> is within 500 metres of an <b>associated address you</b> must ensure that the <b>vehicle</b> is kept in a secure locked garage or returned to the garage address.</p> <p>If <b>you</b> do not, <b>we</b> will not have to pay any related claim.</p> <p>This condition does not apply in cases where, subject to <b>our</b> prior agreement and the payment of the appropriate additional premium, <b>your vehicle</b> is kept on <b>your</b> driveway or at an alternative location.</p>
How much we will pay	<p>Following loss or damage involving any <b>insured vehicle</b>, <b>we</b> will decide whether to repair <b>your vehicle</b>, replace <b>your vehicle</b> or make a cash settlement.</p> <p>Each <b>vehicle</b> listed in <b>your schedule</b> is insured for an <b>agreed value</b>. If <b>your vehicle</b> is a total loss declared by <b>us</b> <b>we</b> will pay <b>you</b> the <b>agreed value</b> if <b>you</b> have provided acceptable valuation certificates or photographs of the <b>vehicles</b> within 30 days from the start date of the <b>policy</b>. If <b>you</b> have not provided this information, <b>we</b> will only pay the <b>market value</b> for the <b>vehicle</b> listed in <b>your schedule</b> or the <b>agreed value</b>, whichever is the lesser amount.</p> <p>An <b>insured vehicle</b> will be declared to be a total loss when it is totally destroyed or stolen and not recovered.</p> <p>An <b>insured vehicle</b> is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the <b>agreed value</b> of the <b>vehicle</b> or the <b>market value</b> if the <b>insured vehicle</b> involved is not listed in <b>your schedule</b>.</p> <p>An <b>insured vehicle</b> 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 <b>insured vehicle</b> and is active at the time of the theft, the <b>insured vehicle</b> will be considered stolen when it is stolen and not recovered within 14 days of its disappearance. When <b>we</b> pay for a total loss the salvage becomes <b>our</b> property.</p> <p>If <b>we</b> are going to settle <b>your</b> claim by making a cash settlement, or by replacing <b>your vehicle</b> or paying <b>you</b> the <b>agreed value</b>, or the <b>market value</b>, <b>your vehicle</b> will become <b>our</b> property. In the event of a total loss <b>you</b> may, where legislation permits, request the opportunity to retain the <b>vehicle</b> salvage, subject to a reasonable deduction from the claim settlement decided by <b>us</b>.</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 'Section 7 – Physical damage cover' and the **excess** assigned to the **insured vehicle** will apply.

Agreed value	<b>Your vehicle</b> will be insured for an <b>agreed value</b> if <b>you</b> have provided acceptable valuation certificates or photographs of the <b>vehicles</b> within 30 days from the start date of the <b>policy</b> . If <b>you</b> have not provided this information, <b>your vehicle</b> will be insured for its <b>market value</b> .
Audio and electrical	In the event of a covered loss <b>we</b> will also cover up to £750 for the following for loss or equipment damage if the cost of replacement is included in the <b>agreed value</b> . If it is not included in the <b>agreed value</b> there will be no cover for such equipment. <ul style="list-style-type: none"> <li>a. The following equipment if permanently installed in or removable from a housing unit within the <b>vehicle</b> and designed to be operated only by the power of the <b>vehicle</b>, including radios, tape players, CD players and DVD players or similar equipment including their accessories and antennas.</li> <li>b. Telephones if permanently installed in the <b>vehicle</b> and designed to be operated only by the power of the <b>vehicle</b>, including their accessories and antennas.</li> </ul>
Child car seats	If <b>you</b> or a <b>named insured person</b> has a child car seat in an <b>insured vehicle</b> and the <b>insured vehicle</b> is involved in an accident during the <b>period of insurance</b> involving impact damage, <b>we</b> will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged. <b>Your excess</b> does not apply to this cover.
Disablement	In the event of an accident during the <b>period of insurance</b> resulting in a covered claim under this <b>policy</b> and <b>you</b> or a <b>named insured person</b> is registered disabled as a result of the accident, <b>we</b> will pay up to £10,000 towards the cost of applicable modifications to <b>your</b> or a <b>named insured person's vehicle</b> .
Driving other cars	<b>You</b> will be covered under Sections 7, 8, 9, and 10 of this <b>policy</b> whilst driving any <b>insured vehicle</b> 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 <b>excess</b> will apply.
Emergency transportation / accommodation	If following a covered loss more than 50 miles from <b>your</b> or a <b>named insured person's</b> closest residence <b>you</b> or a <b>named insured person</b> incur emergency transportation costs, <b>we</b> will pay such costs up to a maximum of £500.  In addition, <b>we</b> will pay up to a maximum of £1,000 for accommodation and meals.
Emergency treatment	<b>We</b> will reimburse <b>you</b> or a <b>named insured person</b> using an <b>insured vehicle</b> for payment made under the <b>United Kingdom Road Traffic Act</b> for emergency treatment incurred as a result of an accident during the <b>period of insurance</b> .
Foreign use	<b>We</b> will cover <b>you</b> or a <b>named insured person</b> for trips to countries within the <b>territorial limits</b> for up to 90 days commencing during the <b>period of insurance</b> .  The <b>certificate of motor insurance</b> provides evidence that the compulsory insurance laws within the <b>territorial limits</b> are complied with.

## Section 8: Additional cover and benefits

Glass cover	<p>In the event of physical damage to window glass and/or sunroof glass to <b>your vehicle we</b> will pay for the replacement or repair of the glass. If <b>your vehicle</b> was manufactured post 1990, the most <b>we</b> will pay is £1,500.</p> <p>A £100 <b>excess</b> applies to this additional cover. However, if the glass is repaired, the <b>excess</b> does not apply.</p>
Lock replacement	<p>Should <b>you</b> or an <b>insured person</b> lose or have the door key or ignition/alarm immobiliser key to a <b>vehicle</b> or garage door opener stolen during the <b>period of insurance</b>, <b>we</b> will pay up to £500 for its replacement and for the replacement of the associated lock.</p>
Medical expenses	<p><b>We</b> will pay necessary medical expenses, up to a total of £500 for <b>you</b> or a <b>named insured person</b>, incurred as a result of an accident during the <b>period of insurance</b>. Such medical expenses must arise out of injury to <b>you</b> or a <b>named insured person</b> while he or she is occupying an <b>insured vehicle</b>. This additional cover also applies if <b>you</b> or a <b>named insured person</b> are struck by another motor vehicle or trailer.</p>
Personal accident cover	<p><b>We</b> will pay <b>you</b> or a <b>named insured person</b> or the applicable estate for <b>you</b> or a <b>named insured person</b> £10,000 for bodily injury in the event that an accident during the <b>period of insurance</b> involving an <b>insured vehicle</b> is the sole cause of:</p> <ul style="list-style-type: none"> <li>• death, or</li> <li>• total loss of a limb, or</li> <li>• loss of sight in one or both eyes.</li> </ul> <p><b>We</b> do not provide this additional cover if the accident is caused directly or indirectly whilst <b>you</b> or a <b>named insured person</b> has a blood alcohol level exceeding the prescribed limit as decreed by the <b>United Kingdom Road Traffic Act</b> (or similar legislation of any other applicable country within the territorial limits) or is under the influence of any illegal substance.</p> <p><b>We</b> will not pay for death or bodily injury arising from suicide or attempted suicide.</p>
Personal belongings	<p><b>We</b> will pay for <b>your</b> personal belongings (excluding cash, travellers cheques, bearer bond, stock certificates or jewellery) in an <b>insured vehicle</b> that are lost or damaged due to an accident or to fire, theft or attempted theft during the <b>period of insurance</b> up to a total amount of £500.</p> <p><b>Your excess</b> does not apply to this additional cover.</p>
Personal registration plate	<p>If <b>you</b> or a <b>named insured person's vehicle</b> has a personalised registration number cover purchased from the DVLA and the <b>vehicle</b> is stolen during the <b>period of insurance</b> and not recovered, <b>we</b> will pay up to £5,000 to compensate <b>you</b> for the loss of the plate. If <b>we</b> pay under this additional cover the rights to the plate will become <b>ours</b>.</p>
Trailers	<p><b>We</b> will pay up to £5,000 for theft or physical damage to a trailer, which <b>you</b> or a <b>named insured person</b> owns or are legally responsible for and which is no more than 4.6 metres (15 feet) in length, during the <b>period of insurance</b>, whether it is attached to an <b>insured vehicle</b> or not.</p> <p>Proof of ownership of a trailer will need to be provided for this cover to apply.</p>



## 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	<p><b>We</b> will cover the legal liability of <b>you</b> and an <b>insured person</b> to compensate others if, as a result of an accident during the <b>period of insurance</b> arising from the maintenance, operation or use of an <b>insured vehicle</b>,</p> <ul style="list-style-type: none"> <li>• someone is injured (including any sickness or disease resulting from such injury), or dies, or</li> <li>• tangible third party property is physically lost or physically damaged (including the loss of use of such damaged property).</li> </ul>
How much we will pay	<p>The most <b>we</b> will pay for any one accident resulting in damage to third party property is £20,000,000.</p> <p>There is no limit on the amount <b>we</b> will pay for any one accident resulting in</p> <ul style="list-style-type: none"> <li>• injury or death of a third party, or</li> <li>• injury or death of a passenger travelling in an <b>insured vehicle</b>.</li> </ul> <p>All claims caused by one accident are agreed to be one claim however many <b>insured person(s)</b> may be legally liable for the accident.</p> <p><b>We</b> will pay reasonable and necessary costs and expenses of legal representation should <b>you</b> or an <b>insured person</b> need to defend against any legal action seeking damages for injury, death or property damage.</p>
Legal personal representatives	<p>In the event of the death of anyone who is insured under this section, <b>we</b> will protect his or her legal personal representatives against any liability that the deceased person had, which is covered by this section.</p>
Legal costs	<p><b>We</b> will pay the fees and disbursements of any legal representative <b>we</b> agree to, to defend anyone <b>we</b> insure under this section, following any incident which is covered under this section:</p> <ul style="list-style-type: none"> <li>• at a coroners inquest;</li> <li>• at a fatal accident inquiry;</li> <li>• in any proceedings brought under the <b>Road Traffic Acts</b> or equivalent <b>European Union</b> legislation.</li> </ul> <p><b>We</b> will not pay representation for:</p> <ul style="list-style-type: none"> <li>• a plea of mitigation (unless the offence <b>you</b> are charged with carries a custodial sentence);</li> <li>• appeals.</li> </ul>

## Motor legal expenses cover

Motor legal expenses cover is arranged and administered by **LawShield UK Limited** and underwritten by Allianz Legal Protection, 57 Ladymead, Guildford, Surrey, GU1 1DB.

**Lawshield UK Limited** is authorised and regulated by the Financial Conduct Authority.

Firm Reference No. 306793.

Allianz Legal Protection is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. TBA. Allianz Legal Protection is registered in England and Wales under number 00084638. This can be checked on the Financial Services register by visiting the FCA's website at [www.fca.gov.uk/firms/systems-reporting/register](http://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

Allianz Legal Protection, 57 Ladymead, Guildford, Surrey, GU1 1DB.

#### 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.

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Policy Wording

**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.

Special exclusions  
applying to this  
section

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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.

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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**.

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Policy Wording

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

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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**.



# HAGERTY

CLASSIC CAR INSURANCE

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**0333 323 1242**

Hagerty International Limited  
The Arch Barn, Pury Hill Farm  
Alderton, Towcester, Northants NN12 7TB

Hagerty International Limited is authorised and regulated by the Financial Conduct Authority.

Motor Insurance is underwritten by:

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Motor legal expenses cover is arranged and administered by:

LawShield UK Limited and underwritten by Allianz Legal Protection, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority.

Allianz Legal Protection is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.