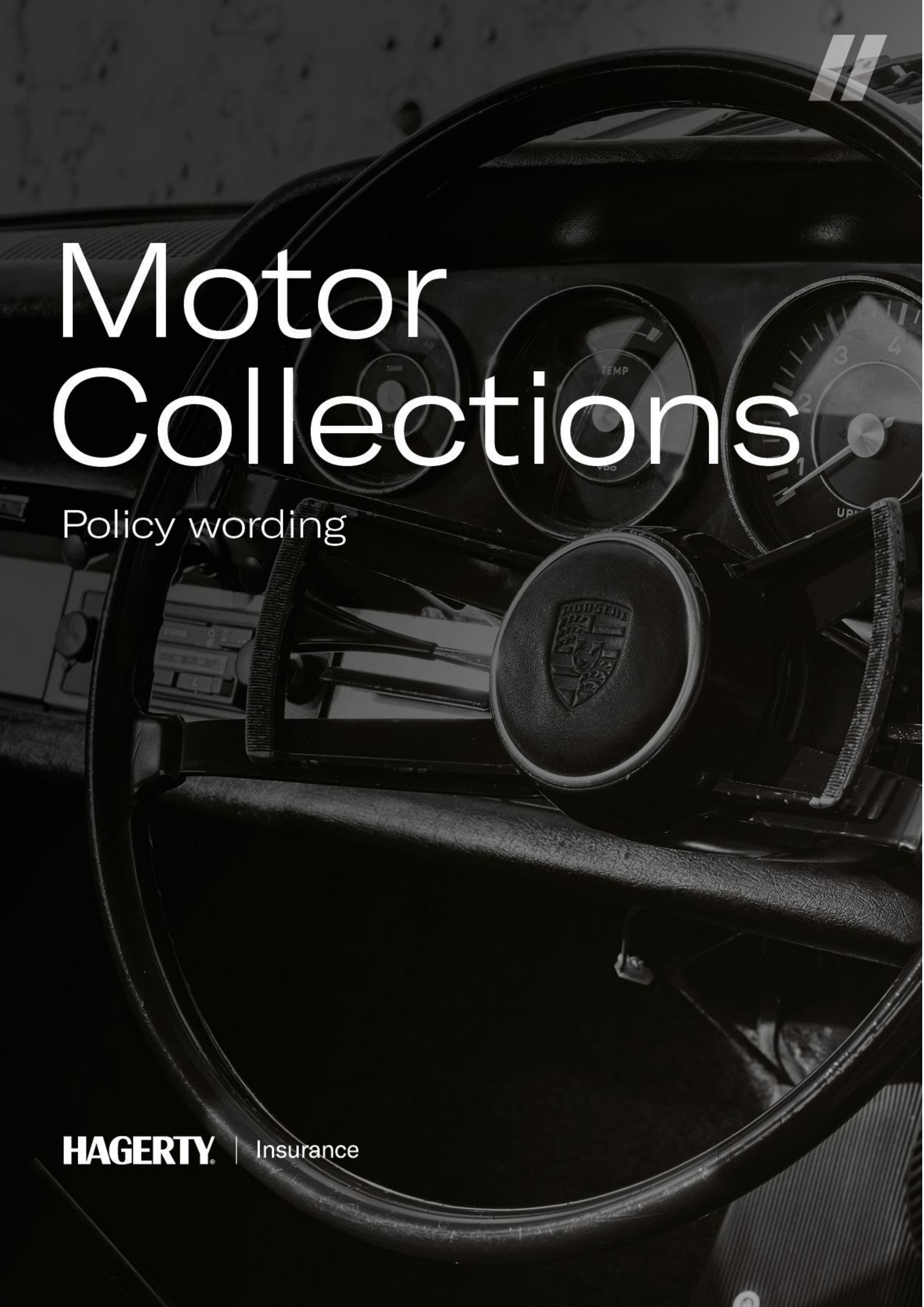

Motor Collections

Policy wording

HAGERTY | Insurance

You must read this document in conjunction with your policy schedule and Certificate of Insurance. If any information contained in these documents is incorrect, please contact Hagerty immediately. You must also notify Hagerty of any other alterations required to your policy as soon as possible.

If you are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure on Page 9.

Contact our UK based 24/7 claims assist line on 0333 7773077 (if calling from abroad please dial +44 (0)1702 820657).

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

Introduction

We are very grateful for your business and delighted that you have chosen the Hagerty Motor Collections policy, provided by KGM and underwritten by Zurich Insurance Limited. We continue to provide the very best possible service to our clients and believe this policy represents one of the most comprehensive available in the market today. However, should you feel that this policy does not meet your needs, or if you feel that we have not provided exceptional service, please get in touch with us as soon as possible.

We hope to see you at one of our events or another classic car show in the near future.

Mark Roper

Mark Roper
Managing Director,
Hagerty International Limited

Contract of Insurance

Thank you for choosing to insure with Hagerty and KGM. This document, together with your policy schedule and Certificate of Insurance, is a legally binding contract of insurance between you and us and does not provide anyone else with rights to enforce any part of this contract.

We have agreed to insure you subject to the terms, conditions and exclusions contained within this document and in any schedule of endorsements attached for the period for which you have paid our premium. This insurance applies within the territorial limits unless we specify otherwise.

Underwritten by Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

This contract is governed, in relation to each vehicle insured under this contract, by the law of the place within the Territorial Limits where you reside or if there is any disagreement about which law applies, the law of the place where your vehicle is registered.

You agree to submit to the exclusive jurisdiction of the courts in that place.

This contract is written in English and all communications about it will be conducted in English.

N Manvell

Neil Manvell – Motor Underwriter

KGM is a trading name of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593, registered in England and Wales, Companies House Registration Number 4160680, with its registered office at: One Creechurch Place, London, EC3A 5AF.

Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells you about the registers and databases that we and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this Insurance it will be understood that you have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

We will process your details in accordance with the Data Protection Act and/or other applicable legislation in force.

You are entitled to receive a copy of the information we hold about you. If you require a copy of your data or have any questions please contact:

The Compliance Officer
Data Protection Officer
DUAL Corporate Risks Limited
One Creechurch Place
London
EC3A 5AF
DPO@dualgroup.com

For more information on the Data Protection Act you may also write to the Office of the Information Commissioner at:

Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
tel: 0303 123 1113 or 01625 54 57 45
e-mail: mail@ico.gsi.gov.uk

Your Data

It is necessary to collect your personal data so that Underwriters can assess/administrate the terms of your policy, claims or losses. Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

Please be aware that only where relevant we use and may share your details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving
- Credit reference agencies

Any organisations or bodies we share your data with will only use your data for the purposes set out in our Privacy Policy which can be viewed on our website at www.kgmus.co.uk. A paper version is also available upon request.

Before sharing your data with any third party, we will ensure that the third party has the appropriate technical and organisation measures in place to protect your data.

Please see the Privacy Policy for details of your rights not covered more specifically in this notice.

Motor Insurance Database

Information relating to your insurance policy will be added to the Motor Insurance Database (MID) which is managed by the Motor Insurers' Bureau (MIB). The MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

1. Electronic Licensing;
2. Continuous Insurance Enforcement;
3. Law enforcement (prevention, detection, apprehension and/or prosecution of offenders);
4. The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at www.askmid.com.

Detecting and Preventing Fraud

In order to keep premiums as low as possible for all of our customers, we participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. We pass information to the Claims and Underwriting Exchange Register and the Motor Insurance Anti–Fraud and Theft Register operated by The Motor Insurers Bureau (MIB). We may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when you make a claim, to validate your claims history or that of any person or property likely to be involved in the claim.

As part of our anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, your information will be checked against a range of databases/registers and a 'soft footprint' will be left on your credit file for a period of 12 months. Unlike standard credit checks, soft footprints do not affect your credit score and you are the only person who can view them on your credit report.

Contents

Making a Claim

What to do in the event of an accident, fire or theft

Gather the details of any other party or parties involved including witnesses (if applicable) including their name, address, vehicle registration number, insurance company, and contact number.

Take photographs of the vehicles, their positions and any damage visible if safe to do so. Obtain any dash camera footage (or any other form of visual recording) covering the period of, and immediately prior to any incident.

Contact our UK based 24/7 claims assist line on: **0333 7773077** (if calling from abroad please dial **+44 (0)1702 820657**)

Email: Claims@kgmus.co.uk

Address: 2nd Floor St James House, 27-43 Eastern Road, Romford, RM1 3NH.

Please have your policy number ready when contacting us.

Please note: if your vehicle has been involved in an incident involving theft or attempted theft then you must also notify the police immediately and obtain a crime reference number.

If you have Comprehensive Private Motor Car cover:

We will arrange for repair of your vehicle with an approved repairer who will guarantee all repairs for 3 years and also collect your car from and return it to either your home or work address. We will supply a courtesy car, where available, while your car is being repaired, unless your vehicle is beyond economical repair. We will valet the vehicle upon completion of the repairs.

The repairer may use parts (including recycled parts) that are not supplied by the manufacturer but are of a similar type and quality to the parts and accessories being replaced.

If you do not wish to use our approved repairer and additional excess of £250 will apply.

Windscreen

If you have suffered damage to your front/rear screens or side glass contact:
0333 7773077. Please note:

- You must pay the standard compulsory windscreen excess (per claim) as shown on your schedule for replacement glass or screen, provided you use our approved supplier.
- If you do not use our approved supplier, a higher excess amount will apply (also shown on your schedule) and cover will be restricted to £100 after deduction of your excess.

- You will not have to pay anything if the glass or screen can be repaired.
- This benefit does not extend to a sunroof or other roof glass, or anything other than clear glass, except the vehicle manufacturer's tinted front screen.

If you have Comprehensive Specialist Vehicle cover:

If you have Comprehensive cover, it may be suitable for your vehicle to be repaired through our own Approved Repairer Network. Alternatively, you may nominate your own repairer.

In the event that your vehicle is declared a total loss, an independent engineer will be instructed by us who will carry out a comprehensive report of the damage sustained to your vehicle and provide a valuation.

We may also appoint other authorised suppliers to assist in dealing with your claim and we are happy to provide you with their full contact details, and the capacity in which they are acting, upon request to claims.kgm@kgmus.co.uk.

Windscreen

If you have suffered damage to your front/rear screens or side glass, please contact our approved glass provider on **0333 7773077**. Please also note:

- You must pay the standard compulsory excess (per claim) as shown on your schedule for replacement glass or screen, provided you use our approved glass provider or any other alternative supplier we authorise prior to fitment.
- If you do not use our approved glass provider, or use any repairer not authorised by us, a higher excess amount will apply (also shown on your schedule).
- There will be no excess to pay if the glass or screen can be repaired.
- If you have suffered physical damage to your vehicle window glass and/or sunroof glass we will pay for the replacement or repair of the glass.

If you have Comprehensive Commercial Vehicle cover:

We will arrange for repair of your vehicle with an approved repairer who will guarantee all repairs for 3 years and also collect your vehicle from and return it to either your home or work address.

If you do not wish to use our approved repairer and additional excess of £250 will apply.

Windscreen

If you have suffered damage to your front/rear screens or side glass contact: **0333 7773077**. Please note:

- You must pay the standard compulsory windscreen excess (per claim) as shown on your schedule for replacement glass or screen, provided you use our approved supplier.
- If you do not use our approved supplier, a higher excess amount will apply (also shown on your schedule) and cover will be restricted to £100 after deduction of your excess
- You will not have to pay anything if the glass or screen can be repaired
- This benefit does not extend to a sunroof or other roof glass, or anything other than clear glass, except the vehicle manufacturer's tinted front screen.

If you have Comprehensive Motorcycle cover:

We offer to repair your motorcycle with an approved repairer. The repair network offers full UK coverage. Special features include: 11 'Centres of Excellence' handling specialist repairs and frame alignment. Collection and re-delivery of your motorcycle to and from your home or place of work. Guarantee on all repairs for 3 years.

In the event your vehicle is a total loss an independent engineer will be instructed to carry out a full comprehensive report of the damage sustained to your motorcycle and provide a valuation.

If you do not wish to use our approved repairer and additional excess of £250 will apply.

Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore you must refer to this section where such words or phrases appear.

Agreed value – a fixed amount that we agree to insure your vehicle for in the event of total loss, subject to receipt and approval of satisfactory photographs and any other supporting evidence we may request (until such time market value will apply).

Approved Repairer – a repairer who is part of our approved repairer network

Certificate of Insurance – a document which provides legal evidence that minimum insurance cover is in force by law. It also confirms who may drive the insured vehicle, how they may use it and the period of time over which the policy cover applies.

Commercial Vehicle – a vehicle used for commercial purposes or horse box of up to 7.5 tonnes gross vehicle weight where the driver is not required to have a special driving or operator's licence.

Compulsory excess – the contribution which you must make towards a claim on this policy.

Endorsements – statements which are contained in your policy schedule which may change, replace or extend the terms of this policy.

Garage – a permanent enclosed four-sided structure comprising of three brick, stone, steel, wood or concrete built sides with a roof and a lockable secure door entrance which is your private property (i.e. not a communal parking facility).

Green Card – a document which is required by certain countries and provides evidence that minimum insurance cover exists as required by law in order to drive in that country.

Hagerty - Hagerty International Limited acting as your authorised representative

KGM is a trading name of DUAL Corporate Risks Limited. DUAL Corporate Risks Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 312593.

Market value – the cost of replacing your vehicle with another of a similar make, model, age, mileage and condition as at the time of the loss or damage.

Minimum cover – the minimum level of cover provided to satisfy Road Traffic Law, in respect of liability for the death of or injury to other people and damage to their property.

Modifications – any changes to your vehicle's standard specification, both cosmetic and performance enhancing, including accessories and spare parts

Motorcycle – a mechanically propelled vehicle, not being an invalid form of transport, with fewer than four wheels, the unladen weight of which does not exceed 410 kgs.

Over the air (OTA) updates – a type of software download that takes place over a cellular network or Wi-Fi connection and is delivered remotely to your connected car. This can include functionality, performance and safety updates

Partner – Your spouse, civil partner or a person you permanently live with at the same address, sharing financial responsibilities, as if you were married to them.

Period of Insurance – the period of time specified in your policy schedule during which this policy is effective and for which you have paid or have agreed to pay the premium.

Policy schedule – a document which states the details of you, your vehicle, the insurance cover in force and any endorsements which apply to the policy.

Private Motor Car – a privately owned motor car manufactured to carry up to eight passengers, which is designed solely for private use and has not been constructed or adapted to carry goods or loads.

Pro-rata – where a calculation is made proportionately to the period of insurance held.

Road Traffic Law – the law which governs the driving or use of any motor vehicle within the United Kingdom (including the Road Traffic Act 1988 and all related and subsequent legislation) or any other country to which your policy may cover as defined in the Foreign Use section of this policy.

Spare parts and Accessories – standard parts or products specifically designed to be fitted to your vehicle.

Specialist Vehicle – a privately owned vehicle that we do not define under the Private Motor Car, Commercial Vehicle or Motorcycle definitions, and not used as a main use, everyday vehicle. Examples are classic cars, motorhomes, horseboxes, modified vehicles, imported vehicles, kit cars, agricultural vehicles, catering vehicles, military vehicles and any other types of vehicle that we may deem applicable.

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

Voluntary excess – an amount which you have chosen to pay towards a claim on this policy in addition to the compulsory excess which applies.

We/us – KGM on behalf of Zurich Insurance Company Ltd.

You/your – the person named as the ‘insured’ or ‘policyholder’ on the policy schedule and Certificate of Insurance.

Your vehicle – any motor vehicle which is stated on your policy schedule and for which we have issued a Road Traffic Act Certificate of Insurance.

Zurich Insurance Company Ltd – the insurer of this policy is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in your policy schedule:

	Cover Applicable				
Section Description	**Comprehensive**	**Third Party, Fire & Theft**	**Third Party Only**	**Fire & Theft Only**	**Damage, Fire & Theft**
Section 1					
Liability to others	Yes	Yes	Yes	No	No
Section 2					
Loss of or Damage to Your Vehicle:					
A. Accidental Damage	Yes	No	No	No	Yes
B. Malicious Damage and Vandalism	Yes	No	No	No	Yes
C. Fire, Self-Ignition, Lightning or Explosion	Yes	Yes	No	Yes	Yes
D. Theft or Attempted Theft	Yes	Yes	No	Yes	Yes
Section 3					
Spare Parts and Accessories (Specialist Vehicles only)	Yes	No	No	No	Yes
Section 4					
Glass Cover (Private Motor Cars, Specialist Vehicles and Commercial Vehicles only)	Yes	No	No	No	No
Section 5					
Personal Belongings (Private Motor Cars and Specialist Vehicles only)	Yes	No	No	No	No
Section 6					
Replacement Locks (Private Motor Cars and Specialist Vehicles only)	Yes	No	No	No	No
Section 7					
Medical Expenses (Private Motor Cars and Specialist Vehicles only)	Yes	No	No	No	No

Section Description	Cover Applicable Comprehensive	Third Party, Fire & Theft	Third Party Only	Fire & Theft Only	Damage, Fire & Theft
Section 8					
Personal Accident (Private Motor Cars and Specialist Vehicles only)	Yes	No	No	No	No
Section 9					
Foreign Use	Yes	Yes	Yes	No	No
Section 10					
No Claims Bonus	Yes	Yes	Yes	Yes	Yes
Section 11					
Additional Cover and Benefits (Private Motor Cars and Specialist Vehicles only)	Yes	No	No	No	No

The sections entitled **'General Exclusions'** and **'General Conditions'** within this booklet apply to your policy whatever cover you have.

Your policy schedule provides details of any special cover, excesses, endorsements or exclusions which apply to your policy.

We will only provide the cover as set out in this policy if:

i. You and all other insured persons keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;

ii. All of the information provided on the proposal form or statement of fact declaration and any information provided since, is true to the best of your knowledge and belief, and that you have not misrepresented any such information you have supplied.

If any of the above conditions are not met then we may reject a claim in full, reduce the payment of a claim or your policy may be cancelled or treated as if it never existed.

1 Liability to Others

What is covered under this section

1.1 Driving your vehicle

We will insure you against the amounts that you are legally liable to pay, including legal costs and damages, in the event of:

- Death of or bodily injury to other people;
- Damage to their property;

as a result of an accident in which any of the following occurs:

1. Whilst you are driving or using your vehicle;
2. Whilst any other person is using, driving or in charge of your vehicle, provided that they are permitted to do so as shown on your current Certificate of Insurance and that they have your permission;
3. Whilst any person is using (but not driving) your vehicle with your permission, providing that the use is for social, domestic and pleasure purposes (i.e. not used for business purposes);
4. Whilst any passenger is getting into or out of your vehicle;
5. Whilst you are towing a single trailer, caravan or broken-down vehicle which is securely attached to your vehicle (provided you hold the correct driving licence entitlement to do so).

The maximum amount we will pay under Section 1 in respect of property damage is £20,000,000 except where the damage is caused by a vehicle with a gross weight of more than 5 tonnes, in which case the maximum amount reduces to £5,000,000. Such limits apply in respect of any one claim, or a number of claims arising out of the one incident in addition to £5,000,000 for all associated costs and expenses.

1.2 Driving other cars

Private Motor Cars

We will also insure you against the events shown in Section 1.1 as a result of an accident which occurs whilst you are driving any other private motor car provided that all of the following applies:

1. Cover to drive other cars is specified on your current Certificate of Insurance;
2. The car does not belong to you or your partner and is not hired, leased or rented to you;
3. The car has its own valid motor insurance policy cover in force;
4. You are not covered by any other insurance policy to drive the car;
5. You hold a valid driving licence and are not disqualified from driving;
6. This policy is not in the name of a company or partnership;
7. Use of the car is restricted to Social, Domestic and Pleasure purposes only;

8. You have the prior permission of the vehicle's owner;
9. You still own your vehicle, it has not been damaged beyond economic repair or declared a total loss, and it has valid road tax and a valid MOT certificate (if applicable).

Please also refer to the exclusions shown on the next page.

Classic Cars

Full policy cover is extended to the insured whilst driving other Classic vehicles provided that both parties and both Classic vehicles are insured via Hagerty with KGM under this scheme.

1.3 Business use

We will insure your employer or business partner against the events shown in Section 1.1 for an accident which occurs whilst you are using or driving your vehicle in the course of their business provided that business use is included on your current Certificate of Insurance and that your vehicle is not owned, leased or rented by them.

1.4 Legal personal representatives

We will insure the estate of anyone covered by this policy that dies against any claim that they are legally liable to pay provided that the claim is covered by this policy.

1.5 Legal defence costs

Provided that an incident occurs which is covered by this policy and we agree in writing first, we will pay for the legal representation of you or any other person we insure under this policy:

1. At a coroner's inquest, fatal accident inquiry or court of summary jurisdiction;

What is not covered under this section

- Death of or injury to the person driving your vehicle or in charge of your vehicle for the purpose of driving;
- Loss of or damage to your vehicle or any other vehicle that is in your care, custody or control including any trailer, caravan or broken-down vehicle;
- Loss of or damage to property owned by, or in the care, custody or control of, you or any other person insured by this policy;
- Liability for the death of or injury to any person or loss of or damage to any property caused as a result of the deliberate use of your vehicle:
  - To cause damage to other vehicles or property; and/or
  - To cause injury to any person and/or to put any person(s) in fear of injury.
- Liability for death of or injury to any employee of the insured person following an accident which occurs during the course of their work except where we must meet the requirements of Road Traffic Law.

Driving other cars

- Loss of or damage to the car you are driving unless endorsed otherwise.
- Death of or injury to the person using, driving or in charge of the car;
- Use to secure the release of any motor vehicle which has been seized by or on behalf of any government or public authority;
- Liability for any incident which occurs whilst you are using or driving the car outside of the territorial limits.

2 Loss of or Damage to Your Vehicle

What is covered under this section

We will insure your vehicle against damage or total loss caused by an event listed below, provided that the 'Summary of Cover' section shows such an event is covered:

1. Accidental damage;
2. Malicious damage and vandalism;
3. Fire, self-ignition, lightning or explosion;
4. Theft or attempted theft.

If you owe us an outstanding amount under this policy when the claim has been made, you must pay this amount in full before we can settle the claim.

Please refer to your policy schedule for the level of cover shown and then to the 'Summary of Cover' section on page 14 for details of which events your cover includes.

If you need to report a claim to us, please refer to the section entitled 'Making a Claim' on page 9 of this booklet for further information.

Please note that an endorsement may apply to this policy regarding the storage of your vehicle whilst at the declared parking address (your policy schedule will confirm if such an endorsement applies). If your policy schedule contains such an endorsement and it is not complied with then this policy will not cover your vehicle for any loss or damage.

If your vehicle has been stolen or damaged by attempted theft then you must notify the police without delay and obtain a crime reference number.

2.1 Damage

We will pay for the cost of repairing damage caused to your vehicle as a direct result of an event shown above provided that all of the following applies:

- This policy covers the event (as above);
- You adhere to the terms and conditions under the heading "Claims handling" in the General Conditions section of this policy booklet;
- We deem the cost of repairing your vehicle to be economical.

As an alternative to repairing your vehicle, we may deem it appropriate to either replace your vehicle with one of a similar specification or pay you a monetary amount equal to the cost of repairing the damage less any policy excess which is applicable (see Sections 2.7 and 2.8).

If we choose to repair your vehicle and a replacement for a damaged accessory or part is not available, we will pay you the most recent listed price of this as published in the UK.

We reserve the right to use accessories or parts that are recycled or that are not made or supplied by the manufacturer of your vehicle, but are of a similar type and quality to those we are replacing. We will not be responsible for additional storage costs due to the unavailability of accessories or parts, or the cost of importing them from outside of the UK.

Note: If you do not wish to use our approved repairer an additional excess of £250 will apply.

2.2 Total loss

We will normally declare your vehicle a total loss:

- If we deem the cost of repairing your vehicle as uneconomical; or
- If your vehicle has been stolen and not recovered.

If your vehicle is declared a total loss as a direct result of an insured event, we will offer you a monetary amount as compensation.

Once you have accepted our offer, your vehicle will become our property. We will allow this insurance contract to continue on a replacement vehicle provided we accept this substitution and you pay the additional premium applicable.

We may give you, at our discretion and if the current regulations allow, the option of retaining the vehicle salvage subject to a deduction from the compensation amount we offer you.

2.3 Vehicle service/repair

We will provide the same level of cover that your policy has under Section 2 whilst your vehicle is in the custody or control of a member of the motor trade for the purpose of being serviced or repaired.

2.4 Moving your Vehicle and Accommodation

We will pay for the reasonable cost of moving your vehicle to a repairer near to its location if it is damaged following an accident and cannot be driven provided that the damage is covered by this policy.

In addition to moving your vehicle, we can also arrange transport for you and your passengers from the scene of the accident to your home or planned destination (within the territorial limits), or reimbursement of such transport costs subject to production of receipts up to a maximum limit of £500. Alternatively, we will pay for overnight accommodation (excluding meals and drinks) for you and your passengers up to a maximum limit of £1,000 if you are unable to complete your journey.

2.5 Guaranteed courtesy car (Private Motor Cars with Comprehensive cover only)

If you make a claim under this section of the policy and you choose to use our approved repairers, we will provide you with a guaranteed courtesy car for the duration of the repairs or until your policy expires, whichever is sooner. If your vehicle is immobile (unable to be moved) we will aim to provide you with a courtesy car within 24 hours of the claim being reported.

The vehicle we provide is intended to keep you mobile and may not necessarily be a like-for-like replacement for your vehicle. The vehicle we provide will be either a small private car or a small car-derived van.

All courtesy cars are subject to the driver meeting the terms and conditions of the approved repairer.

If your vehicle is a total loss, we will not provide you with a courtesy car.

2.6 Ownership of your vehicle

If your vehicle is subject to a hire purchase agreement, we will pay any money owed to that company first and then pay any remaining money to you. Where your car is on finance and the agreement allows you to own or purchase the vehicle, any difference between what we pay the finance company and the market value will be paid to you.

The maximum amount we will pay is the market value of your vehicle or, if your vehicle is insured on an agreed value basis, the value as declared on your policy schedule, less any policy excess which is applicable. If there is still an amount owing to the finance or leasing company after we have settled your claim, then you are responsible for this amount.

2.7 New vehicle replacement

If your vehicle is less than one year old from the date of you buying it from new, we will replace your car with one of the same make and model (if one is available) and:

- The cost of repairing any damage (that is cover by this insurance) is more than 50% of the manufacturer’s recommended retail price (including taxes) or
- It is lost by theft or stolen and not recovered

If a car is not available, we will pay you an amount equal to that which was paid when you bought the vehicle or the current manufacturer’s Recommended Retail Price (including taxes), whichever is less. The lost or damaged car will then belong to us.

We will only provide this benefit if you ask for it and anyone who has a financial interest in the car agrees.

2.8 Audio and Satellite Navigation equipment

We will pay towards the cost of replacing the audio and satellite navigation equipment in your vehicle with equipment of a similar specification following an incident covered by Section 2 provided that the audio and satellite navigation equipment is damaged and was permanently fitted to your vehicle.

There is no limit on the level of cover if fitted by the manufacturer at the time the vehicle was made. The maximum amount we will pay if the equipment was permanently fitted to the vehicle but not by the manufacturer as standard specification under Section 2.6 is 10% of your vehicle's market or agreed value up to a maximum of £750 for any claim arising out of the one incident.

2.9 Personalised registration plates

If you or a named insured person's vehicle has a personalised registration number cover purchased from the DVLA and the vehicle is stolen during the period of insurance and not recovered, we will pay up to £10,000 to compensate you for the loss of the plate. If we pay under this additional cover the rights to the plate will become ours.

2.10 Compulsory and voluntary policy excess

If any claim is made under Section 2 you must pay a compulsory policy excess, the amount of which is shown in your current policy schedule. If no amount is stated, you must pay the first £100 towards any claim.

There are policy excesses that are in addition to the compulsory policy excess, these include voluntary excesses, young and inexperienced driver excesses and a £250 excess will apply if you choose to use a non-approved vehicle repairer.

2.11 Young and inexperienced drivers

If your vehicle is damaged whilst a young or inexperienced driver is driving (if permitted to do so as shown on your current Certificate of Insurance), you must pay the first amount of any claim as shown below, except where the damage is caused as a result of fire or theft:

Drivers	Amount
Under 21 years of age	£1,000
Between 21 and 24 years of age	£500
25 years of age or over but holding a provisional UK driving licence or a full UK driving licence for less than 12 months	£250

2.12 Dash Camera

Any compulsory excess applicable to your policy (excluding voluntary excesses) will be waived, whether you are at fault or not, if Dash Camera footage (or any other form of visual recording) covering the period of, and immediately prior to, any accident can be provided within 48 hours of the incident occurring.

What is not covered under this section

- Any policy excesses which apply under this section of the policy;
- Wear, tear and depreciation of your vehicle;
- Failure, breakdown or breakage of mechanical, electrical, electronic or computer equipment;
- Damage to the tyres of your vehicle caused by braking, punctures, cuts and bursts unless as a direct result of an accident covered by this policy;
- Damage to your vehicle caused by filling its fuel tank with the incorrect fuel or any other substance such as AdBlue;
- Loss or theft of petrol or diesel fuel;
- Damage caused by the freezing of liquid in the cooling system of your vehicle unless you have taken all reasonable precautions as recommended by your vehicle manufacturer;
- Loss of or damage to your vehicle caused as a result of its legal impounding or destruction by order of any government or public authority;
- Loss of or damage to your vehicle caused by a deliberate act by you or any other person insured on this policy;
- Loss of or damage to your vehicle if it is taken, used or driven without your permission by a spouse or civil partner, partner, boyfriend or girlfriend, member of the family or household of a permitted driver;
- Loss of or damage to your vehicle if it is involved in a theft or attempted theft and the incident has not been reported to the police without delay and a crime reference number obtained;
- Loss of or damage to your vehicle caused (directly or indirectly), where possession of it is gained by deception ;
- Loss of or damage to your vehicle if it is unoccupied and any of the following applies:
  - i. It has been left un-locked;
  - ii. It has been left with the keys in, on or in the vicinity of the vehicle;
  - iii. If the keys of your vehicle are not securely stored e.g. if they are stored or placed in any location or premises to which the public has access or are displayed in view of the public;
  - iv. It has been left with the windows or sunroof open;
  - v. If reasonable precautions have not been taken to protect it.
- Liability for any further damage which is caused by driving, or attempting to drive, your vehicle if damaged or in an un-roadworthy condition;
- Any reduction in the value of your vehicle following damage, whether repaired or not;
- The cost of repairing, replacing or improving any parts of your vehicle if they have not been damaged;

- The cost of repairing or replacing any non-standard parts or modifications fitted to your vehicle that have not been disclosed to us and agreed as covered by our Underwriters;
- Damage to your vehicle caused by faulty workmanship;
- Damage to your vehicle caused by vermin, insects, mildew or fungus;
- Damage to your vehicle's windscreen or window glass under this section of the policy;
- Loss of or damage to your vehicle's accessories or spare parts under this section of the policy;
- Loss of or damage to any portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in your vehicle;
- Compensation for any costs incurred as a result of not being able to use your vehicle following loss or damage;
- Costs which exceed the market value of your vehicle, if your vehicle is insured on a 'market value' basis;
- Costs which exceed the value declared on your policy schedule if your vehicle is insured on an 'agreed value' basis.
- Any loss, theft, damage, impairment, disablement or loss of use of your vehicle caused (whether deliberately, maliciously or otherwise) by:
  i. the use of, or failure of, any application, software, or programme in connection with your vehicle, including driver assistance, safety, security, infotainment or software updates whether authorised or unauthorised;
  ii. the use of, or failure of, any electronic device connected to your vehicle (for example smartphones, tablets or smartwatches used for navigation, infotainment or any other purpose);
  iii. any computer virus, ransomware, code or software;
  iv. theft of, loss of access to, or damage to, any telematic device or any electronic data (for example files, music or images) wherever it is stored;
  v. any threat, deception or hoax relating to i., ii., iii., and/or iv. above

3 Spare Parts and Accessories

(Specialist Vehicles only)

What is covered under this section

We will pay for the replacement or repair of your vehicle's spare parts and accessories following loss or damage provided that the loss or damage occurs whilst they are kept in or on your vehicle or stored in your locked private garage as declared to us. A full meaning of the term spare parts and accessories is contained in the Definitions section on page 13 of this booklet.

The maximum amount we will pay under Section 3 is up to your vehicle's market or agreed value up to a maximum of £2000 for any claim arising out of the one incident. Evidence of ownership may be requested in the event of a claim.

No excess will apply if the claim is made solely under this section of the policy.

4 Glass Cover

(Specialist Vehicles, Private Motor Cars and Commercial Vehicles only)

If you need to report a glass claim please call **0333 7773077**.

What is covered under this section

We will pay for the replacement or repair of:

1. The windscreen of your vehicle following accidental damage, vandalism, theft or attempted theft;
2. The side and rear windows of your vehicle following accidental damage, vandalism, theft or attempted theft.

The repairer may use parts (including recycled parts) that are not supplied by the manufacturer but are of a similar type and quality to the parts being replaced.

What we will pay

Specialist Vehicles

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 in the last 25 years, the most we will pay is £1,500.

Private Motor Cars, Classic Cars and Commercial Vehicles

- Cover is unlimited if you use our approved glass supplier for repair or replacement glass;
- If you do not use our approved supplier, the maximum amount we will pay is £100.

What you must pay

- A standard compulsory windscreen excess applies per claim if our approved glass provider is used (or any other alternative supplier authorised by us prior to fitment), the amount of which is shown in your schedule;
- If you do not use our approved glass provider, or use any repairer not authorised by us, then a higher excess amount will apply towards your claim, the amount of which is also shown in your schedule.

There is no excess to pay if the damaged glass is repaired, not replaced.

What is not covered under this section

- The policy excess which applies under this section of the policy;
- Any claim related to a Motorcycle under this section;
- Repair or replacement of lights and reflectors

5 Personal Belongings

(Private Motor Cars and Specialist Vehicles only)

What is covered under this section

5.1 Child car seat

We will pay the full cost of replacing an equivalent child car seat and/or child booster seat fitted in your vehicle if damaged following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

5.2 Other personal belongings

We will pay for loss of or damage to your personal belongings whilst they are in or on your vehicle following an accident, fire, theft or attempted theft provided that a claim is also made under Section 2 of this policy.

The maximum amount we will pay under Section 5.2 is £500 following any one incident.

What is not covered under this section

Loss of or damage to any of the following:

- Money, bank/credit cards, jewellery, stamps, tickets, documents and securities (such as share or bond certificates);
- Goods, tools and samples connected with any trade or business;
- Any claim related to a Motorcycle or Commercial Vehicle under this section.
- Portable audio, visual or communication devices, portable computer or gaming equipment, traffic information systems or CB radio equipment fitted to or carried in your vehicle;
- Personal belongings from an open-top or convertible vehicle, unless you keep them in a locked boot;
- Personal belongings if any of the doors are unlocked or if any of the windows are left open whilst your vehicle is left unattended;
- Any property where damage has been caused by deterioration or wear and tear, whether or not this has occurred following an incident involving your vehicle;
- Any property that is insured under another policy (such as a home contents policy).

6 Replacement Locks

(Private Motor Cars and Specialist Vehicles only)

What is covered under this section

If the keys and/or lock transmitter of your vehicle are lost or stolen, we will pay towards the cost of replacing:

1. The door and boot locks;
2. The ignition and steering locks;
3. The lock transmitter, central locking interface and/or keys.

The maximum amount we will pay under Section 6 is 10% of your vehicle’s market or agreed value up to a maximum of £1,000 following any one incident.

7 Medical Expenses

(Private Motor Cars and Specialist Vehicles only)

What is covered under this section

If an accident occurs which is covered by this policy, we will pay up to maximum of £500 for each person in your vehicle for any medical treatment which is required following injury.

8 Personal Accident

(Private Motor Cars and Specialist Vehicles only)

What is covered under this section

If an accident occurs that involves you or your partner, we will pay £10,000 if the following occurs within three months of the accident date:

1. Death; or
2. Loss of a hand or foot; or
3. Loss of sight in one or both eyes.

The death or injury must have occurred as a direct result of an accident covered by this policy.

Payments under this section will be made to you, or to your legal personal representative in the event of your death.

What is not covered under this section

Any liability for death of or injury to persons:

- When this policy is in the name of a company;
- Resulting from deliberate action (including any attempt to commit suicide);
- When the driver is found to be over the prescribed limit for alcohol;
- When the driver is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
- When the driver fails to provide a sample of breath, blood or urine when required to do so, without lawful reason;
- Where the accident has occurred outside of the territorial limits;
- Where a claim can be made under another section of this policy.

9 Foreign Use

What is covered under this section

9.1 Third party liability in Europe

Your policy provides the necessary cover to comply with the laws on compulsory insurance of motor vehicles in any country listed below:

- Andorra
- Austria
- Belgium
- Bosnia & Herzegovina
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Montenegro
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Serbia
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland

We do not normally provide cover in any other country outside of those named above; however, we will consider doing so provided that all of the following applies:

1. You refer this to Hagerty in advance of travel;
2. We agree to cover you in the countries concerned;
3. You pay any additional premium we require for providing this cover.

If we agree to your request we will issue you with a Green Card as legal evidence of cover. The cover provided under Section 9.1 is the minimum required by law in the country you are visiting from those stated above or any other country we agree to. Where this cover is less than the minimum cover provided in the United Kingdom, then the minimum cover required in the United Kingdom will apply.

9.2 Damage to your vehicle in Europe

Your policy also includes the cover described on your current policy schedule, for up to 90 days or 180 days if the vehicle is a Motor Caravan, to use your vehicle in the countries listed above if all the following applies:

1. That travel is for Social, Domestic and Pleasure purposes only;
2. That your permanent residence is within the territorial limits;
3. That your vehicle is taxed and registered within the territorial limits and is also normally kept within the territorial limits;

9.2.1 Vehicle transportation

Your vehicle is also covered while it is being transported by air, sea, or rail between those countries if transportation does not exceed 65 hours in any one journey.

9.2.2 Travel between Northern Ireland and The Republic of Ireland

If you are a permanent resident of Northern Ireland, the cover shown on your current policy schedule is extended for the period of insurance for travel in the Republic of Ireland.

Cover under this section only applies when your vehicle is taxed and registered within the territorial limits and is also normally kept within the territorial limits

10 No Claims Bonus

(Private Motor Cars only)

If a claim has not been made

If a claim has not been made against this policy in the current period of insurance on an annual contract, we will apply a discount on your renewal premium for the next period of insurance which is known as a no claim bonus (please note this does not guarantee that your overall premium will be less than the previous period of insurance).

Please note that a maximum discount applies (Hagerty can advise what our current discount scale is). Your no claim bonus entitlement is not transferable to any other person.

If a claim has been made

If a claim has been made against this policy during the current period of insurance, we will reduce your no claim bonus entitlement as per the applicable scale below:

Number of Years No Claims Bonus at this renewal	4+ Years	3 Years
No Claims Bonus at Next Renewal Date without NCB Protection		
1 claim in next 12 months	2 years	1 year
2 claims in next 12 months	0 years	0 years
3 claims in next 12 months	0 years	0 years
4+ claims in next 12 months	0 years	0 years
No Claims Bonus at Next Renewal Date with NCB Protection		
1 claim in any 4 year period	4+ years	3 years
2 claims in any 4 year period	4+ years	3 years
3 claims in any 4 year period	2 years	1 year
4+ claims in any 4 year period	0 years	0 years

Number of Years No Claims Bonus at this renewal	2 Years or Less
No Claims Bonus at Next Renewal Date without NCB Protection	
1 claim in next 12 months	0 years
2+ claims in next 12 months	0 years

If your no claim bonus IS protected:

If you have paid for this option and it is shown in the endorsements section of your policy schedule, your no claim bonus entitlement (as at last renewal) is protected unless more than two claims are made against this policy within four continuous periods of insurance. If more than two claims have been made within this period then your no claim bonus will be reduced as per the scale above.

If an incident occurs after we have confirmed your renewal premium but before the expiry date of the current period of insurance, we are entitled to take back any additional discount given to you if a claim is made and also reduce your no claim bonus entitlement in accordance with whichever of the above scales apply.

Please note that this is a no claim not a no blame bonus. If an incident occurs where another party is responsible and we have to make a payment, your no claim bonus entitlement will be reduced at next renewal in accordance with the applicable scale above unless we successfully make a full recovery of our losses from those responsible or Section 11.4 Uninsured Driver Promise applies.

11 Additional Cover and Benefits

11.1 Disablement

If you or any other person insured on this policy are registered disabled following an accident in which a valid claim is made under Section 2 (Loss of or Damage to Your Vehicle), we will pay up to £10,000 towards the cost of suitable modifications to your vehicle to cater for the disability or disabilities caused.

11.2 Inability to drive due to ill health

If your driving licence has been revoked by the DVLA due to ill health, we will pay for alternative transport for the remainder of the policy period up to a maximum cost of £1,000. We will not be liable to pay for any claim resulting from a medical condition that you knew about at the time this policy started.

11.3 Inability to drive due to injury

If, following an accident which results in a valid claim under this policy, you or your spouse are injured and unable to drive and this is confirmed by a qualified and practising physician, we will pay up to a maximum of £1,000 towards the cost of alternative transport for a maximum period of 12 months.

We will not pay for any alternative transport costs incurred following an accident from which the insured person receives a driving conviction or a fixed penalty notice.

11.4 Uninsured Driver Promise

If you make a claim for an accident that is not your fault and the driver of the vehicle that hits your car is not insured, you will not lose your No Claims Bonus or have to pay any excess.

Conditions – We will need:

- The vehicle registration number and the make and model of the uninsured vehicle; and
- The uninsured driver's details, if possible; or If the other driver does not stop and provide their details, you must report the matter to the police within 48 hours of becoming aware of the accident and provide us with the crime reference number,
- It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

It also helps us to confirm who is at fault if you can get the names and addresses of any independent witnesses, if available.

When you claim, you may have to pay your excess. Also, if when your renewal is due investigations are still ongoing, you may lose your No Claims Bonus temporarily. However, once we confirm that the accident was the fault of the uninsured driver, we will repay your excess, restore your No Claims Bonus and refund any extra premium you have paid.

11.5 Car Jacking

If you or any other person insured by this policy suffer a physical assault as a direct result of an aggravated theft or aggravated attempted theft of your vehicle, we will pay towards the costs of your medical expenses, trauma counselling or other associated expenses. The maximum we will pay is £5,000 for any claim arising from one incident, irrespective of the number of people involved in that incident.

11.6 Road Rage

If you or any other person insured by this policy suffer a physical assault as a direct result of an accident involving your vehicle, we will pay towards the cost of your medical expenses, trauma counselling or other associated expenses. The maximum we will pay is £5,000 for any claim arising from one incident, irrespective of the number of people involved in that incident.

11.7 Inflatable storage

We will pay up to £500 if your inflatable storage device is lost or damaged because of a fire, theft or attempted theft.

11.8 Regularity rallies, static shows and events

We will cover the insured vehicle(s) while you are taking part in any static show, parade, classic run, treasure hunt, or event or an officially organised regularity rally on the public highway where normal traffic rules and regulations apply.

An increased excess of 5% of the vehicle value (or a minimum £500 and up to a maximum of £5,000) will apply, whilst you are participating in a UK based regularity rally and an increased excess of 10% of the vehicle value (or a minimum £1,000 and up to a maximum of £10,000) will apply, whilst you are participating in a European based regularity rally.

11.9 Trailers

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

What is not covered under sections 11.5 or 11.6

- Liability for any incident proven to be initiated by you;
- Liability for any incident which is not reported to the police within 7 days of occurrence;
- Liability for any incident that occurs outside of the UK;
- Liability for any incident where the assailant is known to the victim or their immediate family.

12 General Exclusions

Use and Drivers

We will not pay for any loss, damage, injury, death or any other liability caused in any of the following circumstances whilst your vehicle is being used, driven or in the charge of for that purpose:

1. For a use not specified or permitted on your Certificate of Insurance;
2. For pace-making, competitions, rallies (excluding regularity rallies), track days, trials or tests, speed trials or speed tests, whether on a road, track or at an off-road event;
3. On the Nurburgring Nordschleife, or any sections of private toll roads without speed limits;
4. For racing, formally or informally, or other competitive driving against another motorist whether on a road or track;

5. By any person who is not stated in the “persons or classes of persons entitled to drive” section on your Certificate of Insurance or your policy schedule unless your vehicle has been stolen;
6. By a person who does not hold a valid driving licence or is disqualified from driving;
7. By a person who holds a driving licence but is not complying with any terms or conditions that may apply to that licence;
8. With a load or a number of passengers which is unsafe or illegal;
9. When carrying a load which is not secure;
10. When the vehicle is rented out or used for a peer to peer hire scheme , regardless of the purpose for which that person is using the vehicle.

Deliberate Acts

We will not pay for the death of or injury to any person or the loss of or damage to any property caused directly or indirectly as a result of the deliberate use of your vehicle:

1. To cause damage to vehicles or property; and/or
2. To cause injury to any person and/or to put any person(s) in fear of injury.

Drink and Drugs

We will not provide any cover under this policy if an accident occurs whilst you or any other insured person:

1. Is found to be over the prescribed limit for alcohol;
2. Is driving whilst unfit through drink or drugs, whether prescribed or otherwise;
3. Fails to provide a sample of breath, blood, saliva or urine when required to do so, without lawful reason.

Over the Air Updates (OTA)

We will not pay for any loss, damage or liability caused by Over the Air (OTA) updates regardless as to whether they are approved by your vehicles manufacturer or not. We will also not pay for any loss, damage or liability caused by failure to install Over the Air (OTA) updates as required by your vehicle’s manufacturer.

Other Contracts

We will not pay for any legal responsibility you have accepted under an agreement or contract unless you would have had that responsibility anyway.

War, Earthquake, Riot and Terrorism

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

1. War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority;
2. Earthquake;
3. Acts of terrorism as defined in the Terrorism Act 2000 or the equivalent legislation in any other country.

However, we will provide any liability that is required under Road Traffic Law.

Nuclear/Radioactive Contamination

We will not pay for any loss, damage or liability that is directly or indirectly caused by:

1. Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste;
2. Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

Pollution

We will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination.

Hazardous Goods

We will not pay for any loss, damage or liability that is directly or indirectly caused by the carriage of explosive substances and articles, gases, flammable liquids, flammable solids, self-reactive substances and solid desensitised explosives, substances liable to spontaneous combustion, substances which emit flammable gases on contact with water, oxidising substances, organic peroxides, toxic substances, infectious substances, radioactive material or corrosive substances.

Airport Use

We will not pay for any loss, damage or liability arising whilst your vehicle or any other vehicle covered by this policy is in:

1. Any place where aircraft take off, land or park including any associated service roads;
2. A refuelling area, ground equipment areas or the Customs examination areas of international airports.

Sonic Bangs

We will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

Criminal Acts

We will not pay for any loss, damage or liability caused whilst your vehicle is being used by you or any other insured person:

1. In the course or furtherance of a crime; or
2. As a means to escape from, or avoidance of, lawful apprehension.

13 General Conditions

Your duty: Policy Terms and Information

We will only provide the cover as set out in this policy if:

1. You and all other insured persons keep to the terms and conditions as set out in this document and with any endorsements that are stated in your policy schedule;
2. All of the information provided on the proposal form or statement of fact declaration and any information provided since, is correct and complete to the best of your knowledge and belief, and that you have not misrepresented any such information you have supplied.

If any of the above conditions are not met then we may reject a claim in full, reduce the payment of a claim or your policy may be cancelled or treated as if it never existed.

Motor Insurance Database

It is a condition of this policy that you must inform your Hagerty immediately if you either change the vehicle insured on this policy or change the registration number of the vehicle insured on this policy for entry on the Motor Insurance Database.
Please note that any breach of this condition may result in the cancellation of your policy or the non-payment of a claim.

Safety and security of your vehicle

You, and any other person insured by this policy, must take all reasonable precautions to:

1. Keep your vehicle in a safe and roadworthy condition;
2. Protect your vehicle from loss or damage;
3. Ensure your vehicle has a valid MOT test certificate if required to do so by law.

Other Insurance

We will not pay a claim if any loss, damage or liability covered under this policy is also covered under any other insurance

Changes in circumstances

You must tell us as soon as possible about any changes to the information you provided at the time of quotation, when you took out this policy, during the policy cover or at renewal. Examples of such changes include but are not limited to:

- Changing or selling your vehicle;
- Changing your vehicle registration number;
- Modifying your vehicle from the manufacturer's original specification (this includes accessories and/or spare parts as some may be classed as modifications);
- Changes to the value of your vehicle to that stated on your policy schedule;
- Changing the purpose that your vehicle is used for;
- Changing the drivers that are insured on this policy;
- If any of the drivers insured on this policy has their driving licence revoked;
- If any of the drivers insured on this policy are charged or convicted of a motoring or criminal offence (including fixed penalty offences such as speeding);

- If any of the drivers insured on this policy have been involved in any accidents or other incidents (such as fire, theft or malicious damage) related to any motor vehicle, whether the vehicle is insured with us or not and regardless of blame;
- If any of the drivers insured on this policy changes their driving licence entitlement (e.g. from a Provisional or EU licence to a Full UK licence);
- If any of the drivers insured on this policy develops a medical condition that may affect their ability to drive;
- If any of the drivers insured on this policy changes occupation or becomes unemployed;
- If you change your address or the address of where your vehicle is kept overnight.

If you do not tell us about any changes then your policy cover may be affected (which may also affect the payment of a claim) or your policy may become invalid.

Cancellation

By us

We or Hagerty have the right to cancel this policy at any time where there is a valid reason for doing so upon sending you seven days' notice in writing of our decision to cancel the policy to your last known address or such e-mail address you have provided to us.

Where we reasonably suspect or have evidence of criminal or fraudulent activity, we may cancel your policy without any prior notice. In such circumstances we shall write to you to confirm that we have cancelled your policy.

Valid reasons include but are not limited to:

- Where Hagerty has been unable to collect a premium payment. In this case they will contact you in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. Your policy will be cancelled if payment is not received by the end of the cancellation notice period;
- Non-receipt of requested documentation such as a copy of your driving licence or evidence of no claim bonus or previous years insurance premium. In this case Hagerty will ask you to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. Your policy will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- Where you have deliberately or recklessly misrepresented any information you have supplied or withheld any information which we or Hagerty have asked for;
- Where you have not told us about any changes to the information you provided at the time of quotation, when you took out the policy, during the policy cover or at renewal if these changes may have resulted in an increased risk to us. Examples of changes are listed in the General Conditions section under 'Changes in circumstances';
- Where we reasonably suspect or have evidence of criminal or fraudulent activity, we may cancel your policy without any prior notice.

If we cancel your policy due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter Hagerty will send to you.

If we cancel due to non-receipt of any documentation we have requested, we will refund the unexpired portion of the annual premium you have already paid, unless there has been a claim in the current insurance period.

If we cancel due to your deliberate or reckless misrepresentation of any information or you fail to notify us of any change to information, you may not be entitled to any premium refund.

By you

You may cancel this policy at any time by contacting Hagerty. If a claim has not been made in the current period of insurance, we will provide a pro rata refund based on the time on cover:

If a claim has been made in the current period of insurance then we will retain the full premium.

Cooling-off period – your right of cancellation

Once you have entered into this insurance contract with us, you are entitled to 14 days to decide whether you wish to proceed. This 14 day period will commence from either the start date of the contract or the date on which you receive the full terms and conditions of the contract, whichever is later.

If you wish to cancel this policy, please contact Hagerty advising of your wish to cancel within this 14 day period. Provided a claim has not been made, a pro-rata charge will be made for the period of cover we have providedplus an administration fee of £25 excluding Insurance Premium Tax charged by Hagerty for the administration of this policy.

Claims handling

1. You must tell us without delay about any event that could lead to a claim.
2. You must without delay send us any correspondence unanswered you receive from third parties relating to your claim.
3. You must give us all the information and assistance we require to deal with the claim and you or the person driving must not accept responsibility for any claim against you or make any offer or promise to pay a claim.
4. 4. You must fully co-operate with any third party service providers we (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to you upon request to claims.kgm@kgmus.co.uk).We are entitled to take over, defend or settle any claim under this policy in the name of you or any other person covered by this policy and we are entitled to take legal action in any such name to recover any payments we make.

Right of Recovery

If we are required to pay a claim under Road Traffic Law (including settling such a claim on a reasonable basis in anticipation of such a liability), which we would not otherwise be liable to pay had the law not existed, we shall be entitled to recover such payments (including the legal costs of reasonably defending the claim) we make from you if you or any other insured person:

1. Caused the loss directly or indirectly;
2. Caused or permitted the vehicle to be driven by an uninsured driver;
3. Through act or omission, caused this insurance to be invalid.

Electronic Service

In the event that we bring proceedings against you as a result of any act or omission by you in relation to this policy we may, at our discretion, serve proceedings upon you by email utilising the email address you provided to us when taking out this policy or such other email address you notify to us in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 megabytes (MB).

Fraudulent claims

We will not pay for any loss, damage or liability if you or any other person covered by this policy or anyone acting for you makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances we will by notice to you cancel this insurance contract with effect from the time of the fraudulent act without refunding any premium and will seek to recover any sums that we have paid in respect of that claim.

14 Financial Services Compensation Scheme

In the event that KGM is unable to meet its liabilities under this insurance policy, you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or you can contact them on 0800 678 1100 or 020 7741 4100.

15 Our Complaints Procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. If your complaint relates to the sale or administration of your policy, in the first instance please get in touch with Hagerty at:

By post:	Hagerty International Limited 141b The Command Works, Bicester Heritage, Old Skimmingdish Lane Bicester OX27 8FZ
Telephone:	0333 323 1242 (for calls within the UK) +44 1327 810 600 (for calls outside the UK)
Email:	enquiries@hagerty.co.uk

If your complaint is about a claim then you can contact us by phone on 020 8530 7351 or email claims@kgmus.co.uk.

Alternatively you can contact us for any policy related issues as below:

Telephone:	020 8530 7351
Email:	complaints@kgmus.co.uk
By post:	Complaints KGM St James House 27–43 Eastern Road Romford RM1 3NH

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post:	Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone:	08000 234567 (free on mobile phone and landlines)
Email:	complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from Citizens Advice (or a similar service) or seek legal advice.

HAGERTY | Insurance

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