

CLASSIC CAR INSURANCE

Policy Wording

 AVIVA

HAGERTY 



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

0204 579 3469 (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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Section 1: Introduction

We are very grateful for your business and 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 believe this policy represents one of the most comprehensive available in the classic vehicle 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

Section 2: Complaints procedure and compensation arrangements

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

We are proud of **our** reputation for 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,
Bicester Heritage, Old Skimmingdish Lane
Bicester
OX27 8FZ

Telephone: 0204 579 3469 (for calls within the UK)

Telephone: +44 1327 810 600 (for calls outside the UK)

Email: enquiries@hagertyinsurance.co.uk

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

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

The Managing Director, Lawshield UK Ltd, 1210 Centre Park Square,
Lakeside Drive, Centre Park, Warrington, WA1 1RU.
Tel: 0800 731 3942

Email: customerrelations@lawshield-uk.com

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

- a) employs fewer than 50 people, or
- b) has a balance sheet total of less than £5 million (or its equivalent in any other currency).

You may contact the Financial Ombudsman Service at:

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

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect your right to take legal action.

For further information about **your** legal rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Hagerty, Aviva Insurance Limited and Alliance Insurance Plc (trading as 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.

Section 3: General terms

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

Contract of Insurance

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

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

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

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

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

Renewal of the contract of insurance

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

Definitions

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

Agreed value

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

Amount Insured

This is the most we will pay as shown in your schedule

Amendment to cover notice

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

Automated Vehicle

Any **vehicle** as being legally able to safely drive itself and is listed as an automated vehicle under the Automated & Electric Vehicles Act 2018.

Certificate of motor insurance

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

Computer System(s)

Any computer, hardware, software, applications, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

A deliberate unauthorised, malicious or criminal act or series of acts, regardless of time and place which involves access to, processing of, use of, or operation of any computer system(s) and is intended to create, or to have the effect of creating an outcome which includes but is not limited to denial of access, threat, deception, hoax or extortion.

Section 3: General terms

Data	All information, which is electronically stored, recorded, transmitted or represented, or contained in any formats, materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code of series of instructions facts, concepts, code or any other information of any kind.
Endorsement	A change to the terms of the policy . These are shown in your schedule .
European Union	Andorra, Austria, Balearics, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Isles, the Channel Islands (for non-residents), Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, the Isle of Man (for non-residents), Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Serbia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican City.
Excess	The amount for which you are responsible as the first part of each agreed claim as shown in your schedule . If an insured vehicle is not listed in your schedule a £1,000 excess applies
Insured Person (s)	Any user permitted by you legally entitled to drive in accordance with the certificate of motor insurance .
Insured vehicle	- any motor vehicle including Automated vehicles which is specified in the schedule for which we have issued a certificate of motor insurance unless the insured vehicle is the subject of a Statutory Off Road Notification (SORN) and which is owned by or is subject to a hire purchase agreement, or leased by you or your spouses, fiancé(e)s, co-habitees or partners who live permanently in your residence. - Any vehicle insured under a Hagerty Policy underwritten by Aviva Insurance Limited.
Lawshield	Lawshield UK Ltd, Lawshield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.
Market value	The cost of replacing your vehicle with one of the same make, model, specification, year, mileage and condition. The market value , determined at the time of loss or damage, may also be affected by other factors such as MOT status (if one is required), how you purchased your vehicle and whether it has been previously declared a total loss.
Named insured person	Insured person(s) whose names are stated on the certificate of motor insurance .
Period of insurance	The period for which the policy is in force as shown in your most recent schedule .
Personal belongings	Personal property within your vehicle . This includes portable audio equipment, multi-media equipment, communication equipment, personal computers, cameras, satellite navigation and radar detection systems not permanently fitted to your vehicle .
Policy	This policy wording, the schedule , the certificate of motor insurance , any amendment to cover notice and any endorsements .
Rallies	Officially organised events that take place on a public highway and that are subject to normal Road Traffic Act requirements
Road Traffic Acts	Any Acts, Laws or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Software	Any software, safety critical software, firmware, operating systems, electrical control systems, data, data storage materials, telecommunication links or any reliance on recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time.

Section 3: General terms

Statement of fact	The form that captures all the information that you provide to us via your agent and on which we base our terms and conditions.
Storage address	Your permanent address in the United Kingdom or the address where you have informed us that the insured vehicle is normally or regularly stored.
Territorial limits	This policy provides cover anywhere within the European Union and United Kingdom , or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition.
Vehicle	Any vehicle listed in your schedule for which a certificate of motor insurance has been issued bearing the registration number or chassis number of that vehicle which belongs to or is under a hire purchase agreement with you or is leased to you .
United Kingdom	England, Wales, Scotland and Northern Ireland, the Isle of Man (for residents only) and the Channel Islands (for residents only).
We, us, our, ours	Aviva Insurance Limited except where otherwise shown for any policy section. Aviva Insurance Limited. Registered in Scotland, No. SC002116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and their firm's reference number is 202153.
You, your	The person named as the policyholder in your schedule .

Section 4: General conditions

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

Cancelling this policy

1. **Your** Cancellation Rights

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive the policy or renewal documentation, whichever is the later. During this period you may cancel your policy and so long as no claims have been made a full refund will be provided.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

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.

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** cancel after this period, **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 **us** or **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:

- Nonpayment 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.
- Where you harass our staff or representatives, or behave in an abusive, hostile or threatening manner

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.

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**.

Section 4: General conditions

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.

Duplicate cover	If at the time of an incident that leads to a claim on this policy there is any other insurance covering the same loss, damage, expense or liability, we are entitled to approach that insurer for a contribution towards the claim and will only pay our share. This condition does not apply to any benefits under 'Section 8 – Additional cover and Benefits (Personal Accident Cover)'. This provision will not place any obligation on us to accept any liability under 'Section 9 – Your liability', which we would otherwise be entitled to exclude under Exclusions to Section 9.
False claims	If you have made a false claim, we can refuse to pay the claim, recover any amounts already paid for the claim and cancel cover with effect from the fraudulent act without refund of premium.
Payments made under compulsory insurance regulations and right of recovery	If the law in any country in which this policy operates requires us to settle a claim which, if this law had not existed, we would not be obliged to pay, we shall be entitled to recover such payments from you , the relevant person insured or from the person who incurred the liability.
Direct right of access	Third Parties may contact us directly in the event an accident, loss or damage as allowed under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances we may deal with any claim, subject to the terms and conditions of your policy .
Choice of law	The law of England and Wales will apply to this contract unless: • you and we agree otherwise; or • at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.
Customers with Disabilities	This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Hagerty customer services on 0333 323 1242.
Use of Language	All communications relating to this contract will be in English
Reasonable Care	You must take reasonable steps to keep your vehicle in a roadworthy condition and ensure you have a current and valid M.O.T certificate, where relevant, or any other documentation required under current legislation. You must take reasonable steps to protect any insured vehicle from loss or damage.
Secondary vehicle	This policy is primarily designed to cover secondary use vehicles . Where you have indicated that you have access to another car for your everyday driving requirements, you must be a named insured driver on that vehicle's insurance policy at the time of loss. If you are a policyholder under 25 years of age you must own another car for your everyday driving requirements.
Your duty to comply with policy conditions	Our provision of insurance under this policy is conditional upon the terms, provisions, conditions and clauses (changes in the terms of your policy) of this policy being observed and fulfilled.

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 (although this is not an exhaustive list):

- 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**.
- no longer having access to another **vehicle** for everyday use on which you are an insured named driver
- 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.
- exceeding the stated mileage on the policy schedule

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

Auto Renewal

Where **we** offer **you** renewal terms and **you** have selected a continuous premium payment method, **you** will be notified in writing at least 21 days before **your** renewal date that the policy will automatically be renewed and the renewal premium collected by **your** chosen payment method. To protect **you**, where **we** are able, **we** may automatically renew the insurance policy where **you** have given us authority to do this up to five days before your renewal date to make sure **you** remain continuously insured. If **we** do, **we** will use the payment method you have provided to **us**.

You can opt out or change your payment method at any time by calling **us** or contact **us** by post or by email.

If **you** do not tell **us** that **you** do not want to renew **your** insurance **policy** with **us** and **you** have not given **us** **your** authority for **us** to automatically renew the insurance policy, **we** may assume, that **you** need us to extend the renewal date of the **policy** to protect **your** interests relating to what you have insured for a short period of time, during which **we** will seek to confirm with **you** whether or not **you** wish to renew **your** insurance **policy**. **We** are not under an obligation to extend the renewal date of **your policy** in these circumstances, and if **you** choose not to renew **your** insurance policy, **you** will not be liable to make payment to **us** and/or **your insurer** for the extended renewal period.

If **you** have chosen to automatically renew **your** insurance policy and **you** pay for this by direct debit or instalment payments, **we** will continue to accept payment from **you** unless **you** specifically notify **us** that you wish to cancel **your** insurance policy.

Call charges &
recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** and **your** joint protection telephone calls may be recorded and/or monitored.

Section 5: What to do when a loss occurs

A motor vehicle claim	You should refer to the relevant cover section for details of the cover provided and how your claim will be settled. Claims for all sections of the policy except for Motor Legal Expenses Cover are managed by Connexus Claims Solutions Limited (Connexus) and we will let you know if this company changes.
How to make a claim	You must tell us or your insurance agent as soon as possible about any incident which you may need to claim for under this policy. Our 24 hours a day, seven days a week helpline is available on: 0333 323 1243 (for calls within the United Kingdom) +44 1925 422 794 (for calls outside the United Kingdom) In addition, in the event of theft, bodily injury or a crime being committed, you or an insured person must notify the police and obtain a crime reference number from them. You or an insured person must not admit liability for any incident or negotiate or refuse any claim with anyone. We will: • arrange for the repatriation of you or the insured person(s) and your or the insured person's passengers from within the territorial limits; • where necessary recover the insured vehicle to a destination or repairer of your choice or if you prefer to a repairer approved by us; • inspect, approve and authorise any repairs to the insured vehicle; • clean the insured vehicle on completion of any repairs; • where appropriate return the insured vehicle to you; • guarantee the repairs to the insured vehicle if carried out by an approved repairer for a period of three years.
Injury to someone or damage to their property	If someone is holding you or an insured person responsible for injury or damage, you must immediately send to us or your insurance agent every letter or claim correspondence you receive. You or an insured person must not admit liability or make an offer or promise of payment without our written permission, otherwise we will not have to pay the claim. We may take over and deal with, in your name or that of an insured person, the defence or settlement of any claim made against you.
Receiving a loss payment	We may pursue, in your name or that of an insured person but at our expense, recovery of any amounts we may become liable to pay under this policy. You or an insured person must give us all the assistance we may reasonably require to do this.
Receiving your claim payment	You may elect to receive your claim payment by cheque or via electronic fund transfer.
A motor legal expenses claim	Please refer to the section towards the end of this policy, titled 'Motor legal expenses cover'.

Section 6: General exclusions

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

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event, except to the extent that **we** must provide cover under the **Road Traffic Acts**:
 - (a) Terrorism – Terrorism is defined as any act or acts including, but not limited to:
 - (i) the use or threat of force and/or violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes, or is claimed to be caused or occasioned in whole or in part for such purposes
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.In respect of 2 (a) and (b), where **we** are obliged by the **Road Traffic Acts** to provide insurance the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by a **vehicle** or **vehicles** driven or used by **you** or any other person, for which cover is provided under this section, will be:
 - £5,000,000 in respect of all claims resulting directly or indirectly from one originating cause; or
 - such greater sum as may in the circumstances be required to meet the minimum insurance requirements of the **Road Traffic Acts**.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
 - a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except to the extent that it is necessary to meet the requirements of the **Road Traffic Acts**.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
 - a) airport service vehicles.
 - b) **vehicles** being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any reduction in value of any **insured vehicle**.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies (other than regulatory 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 loss, damage, injury, liability, legal claim, costs or expenses which are directly or indirectly, wholly or in part, the result of, caused by, arising from or in connection with any **Cyber Act** except to the extent that we must provide cover under the Road Traffic Acts.
Any loss, damage, injury, liability, legal claim, costs or expenses resulting directly or indirectly from or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data except to the extent that we must provide cover under the Road Traffic Acts.
10. Any loss, damage or liability where an **insured vehicle** is an **automated vehicle** and is being driven or used in automatic driving mode and **you** or an **insured person** at the time of the loss has:
 - made, or permitted alterations to any **software** which relates to functioning on the **insured vehicle** as an **automated vehicle**, except those provided and/or approved by the **vehicle** manufacturer and/or;
 - failed to install or permit installation of any safety critical **software** updates relating to the functioning of the **insured vehicle** as an **automated vehicle** which **you** or an **insured person** ought to have reasonably to have known were safety critical (**software** updates are safety critical if it would be unsafe to use the **insured vehicle** without the updates being installed).
11. Any person who uses an **insured vehicle** without the owner's permission.
12. Any loss, damage or liability arising from the use of any **insured vehicle** to carry property or people for a fee.
13. 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.
14. 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**.
15. Any motorcycles or any **vehicles** with less than four wheels unless agreed by **us** and noted in **your schedule**.
16. Loss of use, wear and tear, deterioration, depreciation, or any loss or damage which happens gradually.
17. Mechanical, electrical or electronic failure, breakdown or breakage computer and equipment failure or malfunction.
18. 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**.
19. Loss or damage arising from confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.
20. Any damage to tyres caused by braking, punctures, cuts or bursts.
21. Any loss of value following repairs
22. Anything which an **insured person(s)** can claim for under another policy.

Section 6: General exclusions

23. Any accident, injury or damage which happened whilst **you** or any persons insured to drive **your vehicle** as named on **your** certificate of motor insurance was driving **your vehicle** and was arrested and charged with:

- (a) being over the legal limit for alcohol or drugs
- (b) driving whilst unfit through alcohol or drugs, whether prescribed or otherwise
- (c) failing to provide a sample of breath, blood or urine when required to do so, without lawful reason

If convicted of any of these offences, **our** liability under Section 9, will be restricted to meeting obligations under the **United Kingdom Road Traffic Act**. In those circumstances **we** will recover from **you** and/or the **insured person** driving your car all sums paid in respect of any claim arising from the accident.

24. **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.

25. **We** shall not provide cover nor be liable to pay any claim or provide any benefit under this **policy** if to do so would expose us 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 or any of its states.

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	We will cover physical loss of or physical damage to an insured vehicle occurring during the period of insurance anywhere within the territorial limits .
What is not covered	• Your excess. • Loss of use of the insured vehicle or any other indirect loss. • Loss or damage to your vehicle in the event that you have exceeded the mileage declared to us in the statement of fact and stated in your schedule. • Loss or damage arising from participation in any regularity sections of a rally, unless normal road traffic rules and regulations apply • loss or damage to any insured vehicle while being driven by anyone other than a named insured person; • loss or damage to any insured vehicle arising from participation in any rally under Closed Circuit Rules and Regulations of Federation Internationale de L'Automobile • Loss or damage arising from theft while: • Your vehicle's ignition keys (including any device or code used to secure, gain access to, or enable your vehicle to be driven) have been left in or on your vehicle • Your vehicle has been left unattended with the vehicle running
Storage condition	If between the hours of 10pm and 6am your vehicle is within 500 metres of a storage address you have informed us of, it must be stored according to the storage type specified on your policy schedule. If you do not, we will not have to pay any related claim.
How much we will pay	Following loss or damage involving any insured vehicle, we will decide whether to repair your vehicle, replace your vehicle or make a cash settlement. Each vehicle listed in your schedule is insured for an agreed value. If your vehicle is a total loss declared by us we will pay you the agreed value. We will only pay the agreed value if you have provided acceptable valuation certificates or photographs of the vehicles within 30 days from the start date of the policy. If you have not provided this information, we will only pay the amount insured or the market value for the vehicle listed in your schedule, whichever is the lesser amount. An insured vehicle will be declared to be a total loss when it is totally destroyed or stolen and not recovered. An insured vehicle is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the agreed value of the vehicle or the market value if the insured vehicle involved is not listed in your schedule. An insured vehicle is considered stolen when it is stolen and not recovered within 30 days of its theft. However if a tracking device is installed to the insured vehicle and is active at the time of the theft, the insured vehicle will be considered stolen when it is stolen and not recovered within 14 days of its disappearance. When we pay for a total loss the salvage becomes our property. If we are going to settle your claim by making a cash settlement, or by replacing your vehicle or paying you the agreed value, or the market value, your vehicle will become our property. In the event of a total loss you may, where legislation permits, request the opportunity to retain the vehicle salvage, subject to a reasonable deduction from the claim settlement decided by us.

Section 8: Additional cover and benefits

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

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

Agreed value	Your vehicle will be insured for an agreed value if you have provided acceptable valuation certificates or photographs of the vehicles within 30 days from the start date of the policy. If you have not provided this information, your vehicle will be insured for its market value.
Audio and electrical	In the event of a covered loss we will also cover up to £750 for the following for loss or equipment damage if the cost of replacement is included in the agreed value. If it is not included in the agreed value there will be no cover for such equipment. - The following equipment if permanently installed in or removable from a housing unit within the vehicle and designed to be operated only by the power of the vehicle, including radios, tape players, CD players and DVD players or similar equipment including their accessories and antennas. - Telephones if permanently installed in the vehicle and designed to be operated only by the power of the vehicle, including their accessories and antennas.
Child car seats	If you or a named insured person has a child car seat in an insured vehicle and the insured vehicle is involved in an accident during the period of insurance involving impact damage, we will replace the child car seat with a new one of equivalent quality even if the child car seat itself is not damaged. Your excess does not apply to this cover.
Disablement	In the event of an accident during the period of insurance resulting in a covered claim under this policy and you or a named insured person is registered disabled as a result of the accident, we will pay up to £10,000 towards the cost of applicable modifications to your or a named insured person's vehicle.
Driving other cars	You will be covered under Sections 7, 8, 9, and 10 of this policy whilst driving any insured vehicle unless stated otherwise or an exclusion applies. This additional cover is secondary to any other insurance that may apply at the time of a covered loss and a £1,000 excess will apply.
Emergency transportation / accommodation	If following a covered loss more than 50 miles from your or a named insured person's closest residence you or a named insured person incur temporary transportation, we will pay such costs up to a maximum of £500. In addition, we will pay up to a maximum of £1,000 for accommodation and meals. Your excess does not apply to this additional cover.

Section 8: Additional cover and benefits

Emergency treatment	We will reimburse you or a named insured person using an insured vehicle for payment made under the United Kingdom Road Traffic Act for emergency treatment incurred as a result of an accident during the period of insurance.
Foreign use	We will cover you or a named insured person for trips to countries within the territorial limits for up to 90 days commencing during the period of insurance. The certificate of motor insurance provides evidence that the compulsory insurance laws within the territorial limits are complied with.
Glass cover	In the event of physical damage to window glass and/or sunroof glass to your vehicle we will pay for the replacement or repair of the glass. If your vehicle was manufactured in the last 25 years, the most we will pay is £1,500. A £125 excess applies to this additional cover. However, if the glass is repaired, the excess does not apply.
Helmet & leathers cover	In the event of a covered loss, we will also cover any helmet, helmet camera, leathers, gloves or boots following loss or damage up to a total amount of £1000. A £50 excess applies to this additional cover
Lock replacement	Should you or an insured person lose or have the door key or ignition/alarm immobiliser key to a vehicle or garage door opener stolen during the period of insurance, we will pay up to £500 for its replacement and for the replacement of the associated lock.
Medical expenses	We will pay necessary medical expenses, up to a total of £500 for you or a named insured person, incurred as a result of an accident during the period of insurance. Such medical expenses must arise out of injury to you or a named insured person while he or she is occupying an insured vehicle. This additional cover also applies if you or a named insured person are struck by another motor vehicle or trailer.
Personal accident cover	We will pay you or a named insured person or the applicable estate for you or a named insured person £10,000 for bodily injury in the event that an accident during the period of insurance involving an insured vehicle is the sole cause of: • death, or • total loss of a limb, or • loss of sight in one or both eyes. We do not provide this additional cover if the accident is caused directly or indirectly whilst you or a named insured person has a blood alcohol level exceeding the prescribed limit as decreed by the United Kingdom Road Traffic Act (or similar legislation of any other applicable country within the territorial limits) or is under the influence of any illegal substance. We will not pay for death or bodily injury arising from suicide or attempted suicide.

Section 8: Additional cover and benefits

Personal belongings

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

Your excess does not apply to this additional cover.

Personal registration plate

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

Shows, Events and Regularity rallies

We will cover the insured **vehicle** while **you** are taking part in any static show, parade, classic run, treasure hunt, or an officially organised 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.

Trailers

We will pay up to £15,000 for theft or physical damage to a trailer, which **you** or a **named insured person** owns or are legally responsible for and which is a single vehicle trailer 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. The transporter trailer must be accompanied by an acceptable classic car and must be fitted with a hitch lock and wheel clamp when not in use. No vehicles are to be permanently stored in or on any trailer.

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

Section 9: Third party liability cover

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

This section provides **you** and an **insured person** with third party liability cover as detailed below, whilst driving an **insured vehicle** anywhere within the **territorial limits**.

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

What is covered

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

- someone is injured (including any sickness or disease resulting from such injury), or dies, or
- tangible third party property is physically lost or physically damaged (including the loss of use of such damaged property)
- for any regularity sections of a rally where normal traffic rules and regulations apply

How much we will pay

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

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

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

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

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

We will not pay for anything which any **Insured person(s)** can claim for under another policy.

Legal personal representatives

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

Legal costs

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

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

We will not pay representation for:

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

Motor legal expenses cover

Motor legal expenses cover is arranged and administered by **Lawshield UK Limited** and underwritten by Alliance Insurance Plc (trading as 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 Insurance Plc (trading as 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. 121849. Allianz Insurance Plc (trading as 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 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

Alliance Insurance Plc (Trading as 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:

- loss or damage to the **insured vehicle** including any attached trailer;
- 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**;
- the death of or injury to the **named insured person** whilst in or getting into or out of the **insured vehicle**;
- any other uninsured losses.

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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.

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Special exclusions
applying to this
section

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**.

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 King'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 International Limited
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Bicester
OX27 8FZ

Motor Insurance is underwritten by:
Aviva Insurance Limited. Registered in Scotland, No. SC002116. 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 Insurance Plc (trading as Allianz Legal Protection) 57 Ladymead, Guildford, Surrey, GU1 1DB. Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Allianz Insurance Plc (trading as Allianz Legal Protection) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.