To report a claim, call

0344 381 4410

0344 381 4465

Lines are open 24/7 all year round

UK manned call centre.

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

Failing to report an accident, claim or incident could result in charges or expenses that you would be personally liable for and could also result in your insurance being invalid.

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- Arranging a hire motorcycle
- Compensation for injury
- Recovery of other losses, such as loss of earnings

Reporting Fraudulent Claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at www.insurancefraudbureau.org/report.

HAGERTY®

CLASSIC CAR INSURANCE
POLICY WORDING

Underwritten by HISCOX

Claims 24-hour helpline (UK only)
0333 323 1220
For all motor related claims enquiries

Claims 24-hour helpline (when calling from abroad)
+44 1282 757 260
For all motor related claims enquiries

Hagerty customer services
0333 323 1181 (UK)
+44 1327 810 600 (when calling from abroad)
For general enquiries and complaints

Guide to sections

Section 1: Introduction **2**

Section 2: Complaints procedure and compensation arrangements **3**

Section 3: General terms **4**
Definitions 4

Section 4: General conditions **6**

Section 5: What to do when a loss occurs **8**
A motor vehicle claim 8
A motor legal expenses claim 8

Section 6: General exclusions **9**

Section 7: Physical damage cover **11**

Section 8: Additional cover and benefits **12**
Audio and electrical equipment 12
Carjacking and road rage 12
Child car seats 12
Disablement 12
Driving other cars 12
Emergency transportation/accommodation 12
Emergency treatment 12
Foreign use 12
Glass cover 13
Lock replacement 13
Medical expenses 13
Personal accident cover 13
Personal effects 13
Personal registration plate cover 13
Trailers 13

Section 9: Third party liability cover **14**

Section 10: Motor legal expenses cover **15**

© This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Section 1: Introduction

We are very grateful for your business and are also delighted that you have chosen the Hagerty classic car policy, underwritten by Hiscox. We continue to provide the very best possible service to our clients and this policy represents one of the most comprehensive available to the classic car market today. However, should you feel that this policy does not reflect the cover you require, or should you feel that we have not provided exceptional service, please make contact with us as soon as possible.

We hope to see you at a classic car show in the near future.

Angus Forsyth
Managing Director, Hagerty International Limited

Section 2: Complaints procedure and compensation arrangements

The following procedure applies to all sections of the **policy** other than section 10. **We** are proud of **our** reputation for a quality service. If **you** feel that **our** service at any time falls below the standard **you** would expect, please contact **us. Our** contact details are:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

Telephone: +44 (0)800 116 4627 (calls to this number within the United Kingdom are free on mobile phones and landlines); or +44 (0)1904 681 198.
Email: customer.relations@hiscox.com.

Or alternatively Hagerty International Limited:
Telephone: 0333 323 1181 (for calls within the UK)
Telephone: +44 1327 810 600 (for calls outside the UK)
Email: enquiries@hagertyinsurance.co.uk

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

The following procedure applies to section 10 of the policy:

It is the 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, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, WA1 1RL.

Tel: 0800 731 3942
Fax: 0845 077 0806
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 and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

Telephone: 0800 023 4567 (calls to this number within the United Kingdom are free on mobile phones and landlines)

0300 123 9123 (calls to this number within the United Kingdom cost no more than 01 and 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk.

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation arrangements

Hagerty, **Hiscox** and Inter Partner Assistance SA are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on **0800 678 1100** or at www.fscs.org.uk.

Section 3: General terms

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

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

Definitions

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

Act of terrorism

An act, including using or threatening to use force or violence, which:

- is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
- is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

Agreed value

The amount **your vehicle** is insured for as shown in **your schedule**. This is the most **we** will pay for **your vehicle** regardless of any upward or downward movement in its value at the time of loss. The amount shown in **your schedule** includes all manufacturer fitted extras and modifications and any non-manufacturer extras or modifications approved by **us**.

Amendment to cover notice

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

Amount insured

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

Associated address

Your or an **insured person's** permanent address in the **United Kingdom**.

Certificate

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

Endorsement

A change to the terms of the **policy** agreed by **us** in writing.

European Union

Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, **United Kingdom**.

Excess

The amount for which **you** are responsible as the first part of each agreed claim as shown in the **schedule**. If an **insured vehicle** is not listed in the **schedule** a £1,000 **excess** applies.

Hiscox

Hiscox Insurance Company Limited.

Insured person(s)

Any user permitted by **you** legally entitled to drive in accordance with the **certificate**.

Insured vehicle

1. Any **vehicle**.
2. Any **vehicle** insured under a Hagerty Classic Car **Policy** underwritten by **Hiscox**.

LawShield

LawShield UK Ltd, LawShield House, 850 Ibis Court, Lakeside Drive, Centre Park, Warrington, Cheshire, WA1 1RL.

Market value

The cost to replace a **vehicle** with one of similar age, make, model and condition. **We** decide this amount.

Named insured person

Insured persons whose names are stated in the **certificate**.

Period of insurance

The period for which the **policy** is in force as shown in **your** most recent **schedule**.

Personal effects	Personal property owned by **you** or for which **you** are legally responsible.
Policy	This **policy** wording, the **schedule**, the **certificate**, any **amendment to cover notice** and any **endorsements.**
Proposal form	The form that captures all the information that **you** provide to **us** via **your** agent and on which **we** base **our** terms and conditions.
Schedule	The document showing **your** name, **your** address and **your** insurance details that **we** sent **you** when **we** accepted this insurance or following any subsequent amendment to **your** cover, whichever is the more recent.
Territorial limits	This **policy** provides cover anywhere within the **European Union**, as well as the Channel Islands, the Isle of Man, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus) or in transit by rail, sea, land (not under the vehicle's own power) or air between any countries listed in this definition. This definition does not apply to section 10. **You** should refer to this section to see what definition of **territorial limits** applies.
Vehicle	Any vehicle listed in the **schedule** for which a **certificate** has been issued bearing the registration number or chassis number of that vehicle which belongs to or is under a hire purchase agreement with **you** or is leased to **you**.
United Kingdom	England, Wales, Scotland and Northern Ireland.
We, us, our, ours	The insurer named in the **schedule**.
You, your	The person named as the policyholder in the **schedule**.

Section 4: General conditions

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

Cancellation

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

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

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

Data protection

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

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

Duplicate cover

If a loss is covered more than once by **us**, **we** will pay under the section that provides you with the most cover. **We** will not make duplicate payments.

False claims

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

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

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

Governing law

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

Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

You must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. **You** must also tell **us** about the following changes:

- a change to the people insured.
- motoring convictions (driving licence endorsements, fixed penalties or pending prosecutions for any motoring offences) for any of the people insured, or to be insured.
- criminal convictions for any of the people insured, or to be insured.
- a change of **vehicle**.
- any **vehicle** modifications.
- any changes affecting ownership of the **vehicle**.
- any change in the way that the **vehicle** is used.
- a change of correspondence or garaging address.

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

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

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

Misrepresentation

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

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

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

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

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

Other insurance

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

Premium payment

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

Reasonable care

You must take reasonable steps to keep **your vehicle** in a roadworthy condition and ensure **you** have a current and valid M.O.T. certificate or any other documentation required under current legislation.

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

Section 5: What to do when a loss occurs

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

A motor vehicle claim

How to make a claim

You must tell **us** or **your** insurance agent as soon as possible about any incident which **you** may need to claim for under this **policy. Our** 24 hours a day, seven days a week helpline is available on:

0333 323 1220 (for calls within the UK)
+44 1282 757 260 (for calls outside the UK)

In addition, in the event of theft, bodily injury or a crime being committed, **you** or an **insured person** must notify the police and obtain a crime reference number from them.

You or an **insured person** must not admit liability for any incident or negotiate or refuse any claim with anyone.

We will:

- arrange for the repatriation of **you** or the **insured person** and **your** or the **insured person's** passengers from within the **territorial limits**;
- where necessary recover the **insured vehicle** to a destination or repairer of **your** choice or if **you** prefer to a repairer approved by **us**;
- inspect, approve and authorise any repairs to the **insured vehicle**;
- clean the **insured vehicle** on completion of any repairs;
- where appropriate return the **insured vehicle** to **you**;
- guarantee the repairs to the **insured vehicle** if carried out by an approved repairer for a period of three years.

Injury to someone or damage to their property

If someone is holding **you** or an **insured person** responsible for injury or damage, **you** must immediately send to **us** or **your** insurance agent every letter or claim correspondence **you** receive. **You** or an **insured person** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not have to pay the claim.

We may take over and deal with, in **your** name or that of an **insured person**, the defence or settlement of any claim made against **you**.

Recovering a 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

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 1220 (for calls within the UK)
+44 1282 757 260 (for calls outside the UK).

LawShield will aim to recover **your** uninsured losses, which may include the cost of repairing or replacing **your vehicle**, **your excess**, injury compensation and other out-of-pocket expenses.

Section 6: General exclusions

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

This insurance does not cover the following:

1. Any loss, damage or liability arising out of a deliberate act by **you** or an **insured person** or by anyone acting on **your** behalf.
2. Loss, damage, costs or expenses arising directly or indirectly from biological or chemical contamination. This includes poisoning or preventing or limiting the use of an object, due to the effects of any biological or chemical agent and caused by or resulting from an **act of terrorism**.
3. Any loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
4. Any loss, damage or liability caused directly or indirectly by war, acts of foreign enemies, hostilities (whether war is declared or not), invasion, civil war, rebellion, revolution, insurrection or military or usurped power or the destruction or seizure of any **insured vehicle** for a military purpose.
5. Any loss, damage or liability caused by the confiscation, destruction or seizure of property by any military, government or public authority.
6. Any loss, damage or liability arising from:
   a. airport service vehicles.
   b. vehicles being used on those parts of airport premises to which the public do not have free vehicular access.
7. Any reduction in value of any **insured vehicle**.
8. Any loss, damage or liability arising from participation in or instruction or preparation for any racing, rallies, trials, pace-making or speed testing in any prearranged or organised event (including but not by way of limitation the Gumball Rally or Cannonball Run) or any on track use (including but not by way of limitation the Nürburgring).
9. Any person who uses an **insured vehicle** without the owner's permission.
10. Any loss, damage or liability arising from the use of any **insured vehicle** to carry property or people for a fee.
11. Any loss, damage or liability arising from the operation of any **insured vehicle** that has been hired, leased or loaned by **you** or any **insured person** for a fee to any other person.
12. Any death or injury of any employee arising out of his or her employment by **you** or an **insured person** if cover for such person is provided under a liability insurance **policy** that complies with current **United Kingdom** compulsory liability legislation, or any similar legislation of any other applicable country within the **territorial limits**.
13. Any motorcycles or any vehicles with less than four wheels unless agreed by **us** and noted in the **schedule**.
14. Any loss or damage caused by wear and tear, mechanical or electrical breakdown or any damage caused by a computer error or malfunction or an error in computer programming.
15. In respect to 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.
16. Any claim where **you** or an **insured person** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any amounts in excess of the amount that would be covered under the other insurance.

Section 6: General exclusions

17. Any buses, coaches and vehicles with ten or more seats including that of the driver.
18. Waterborne vessels, aircraft, hovercraft or any other **vehicle** not designed to run on land unless amphibious which is licensed to go on highways (but not including any waterborne exposure).
19. Any losses involving the ownership, operation, maintenance or use of any **vehicle** the principal use of which is:
    a. the transportation of high explosives such as nitroglycerine, dynamite or any other similar explosive.
    b. the bulk transportation of liquid petroleum or gasoline.
    c. the transportation of gases in liquid, compressed or gaseous forms.
20. Any damage to tyres caused by braking, punctures, cuts or bursts.
21. Any loss of value following repairs.

Section 7: Physical damage cover

You should read **your schedule** to see if this physical damage cover applies to **your policy.**

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

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

What is covered

We will cover physical loss of or physical damage to an **insured vehicle** occurring during the **period of insurance** anywhere within the **territorial limits**.

What is not covered

- **Your excess**.
- Loss of use of the **insured vehicle** or any other indirect loss.
- Loss or damage to **your vehicle** in the event that **you** have exceeded the mileage declared to **us** in the **proposal form** and stated in **your schedule**.

Garaging condition

If between the hours of 10pm and 6am **your vehicle** is within 500 metres of an **associated address you** must ensure that the **vehicle** is kept in a secure locked garage or returned to the garage address.

If **you** do not, **we** will not have to pay any related claim.

This condition does not apply in cases where, subject to **our** prior agreement and the payment of the appropriate additional premium, **your vehicle** is kept on **your** driveway or at an alternative location.

How much we will pay

Your schedule will show **you** the maximum amount **we** will pay for each agreed claim. Following loss or damage involving any **insured vehicle**, **we** will decide whether to repair or make a cash settlement.

We will insure **your vehicle** for its **agreed value** provided **we** have received, within 30 days of either the start of this **policy** or the date from when the **vehicle** was added to this **policy**, an acceptable valuation certificate or acceptable photographs of **your vehicle**. The **agreed value** is the maximum **we** will pay if **your vehicle** is declared by **us** to be a total loss.

If **we** have not received an acceptable valuation certificate or acceptable photographs of **your vehicle**, the maximum **we** will pay in the event of **your vehicle** being declared a total loss is the **amount insured** or the **vehicle's market value** whichever is the lesser amount.

An **insured vehicle** will be declared to be a total loss when it is totally destroyed or stolen and not recovered. An **insured vehicle** is considered totally destroyed when the salvage value plus the repair cost is equal to or greater than the **agreed value** or the **amount insured** if **we** have not received an acceptable valuation certificate or acceptable photographs within the time frames shown above. An **insured vehicle** is considered stolen when it is stolen and not recovered within 30 days of its theft. However if a tracking device is installed to the **insured vehicle** and is active at the time of the theft, the **insured vehicle** will be considered stolen when it is stolen and not recovered within 14 days of its disappearance. When **we** pay for a total loss the salvage becomes **our** property.

If **we** are going to settle **your** claim by replacing **your vehicle** or paying **you** the **amount insured**, **agreed value** or the **market value**, **your vehicle** will become **our** property. In the event of a total loss **you** may, where legislation permits, request the opportunity to retain the **vehicle** salvage, subject to a reasonable deduction from the claim settlement decided by **us**.

Section 8: Additional cover and benefits

If section 7, physical damage cover, applies to **your policy**, the following additional covers and benefits are automatically included in **your** insurance.

Unless specifically stated to the contrary, they are in addition to the **agreed value** and the **excess** assigned to the **insured vehicle** will apply.

Audio and electrical equipment

In the event of a covered loss **we** will also cover up to £750 for the following for loss or damage if the cost of replacement is included in the **agreed value**. If it is not included in the **agreed value** there will be no cover for such equipment.

a. The following equipment if permanently installed in or removable from a housing unit within the **vehicle** and designed to be operated only by the power of the **vehicle**, including radios, tape players, CD players and DVD players or similar equipment including their accessories and antennas.

b. Telephones if permanently installed in the **vehicle** and designed to be operated only by the power of the **vehicle**, including their accessories and antennas.

Car jacking and road rage

If **you** or a **named insured person** is subject to physical assault as a result of aggravated or attempted theft or any other incident involving an **insured vehicle** during the **period of insurance**, **we** will pay up to £5,000 towards the cost of legal representation or medical expenses, counselling or any other associated expenses.

Any such incident must be reported to the police within 48 hours of it happening.

This additional cover does not apply if the assault is by a relative or a person known to **you**.

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 emergency transportation costs, **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.

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** should provide evidence that the compulsory insurance laws within the **territorial limits** are complied with.

Section 8: Additional cover and benefits

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 post 1990, the most **we** will pay is £1,500. A £100 **excess** applies to this additional cover. However, if the glass is repaired, the **excess** does not apply.
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 are under the influence of any illegal substance.
Personal effects	**We** will pay for **your personal effects** (excluding cash, travellers cheques, bearer bond, stock certificates or jewellery) in an **insured vehicle** that are lost or damaged due to an accident or to fire, theft or attempted theft during the **period of insurance** up to a total amount of £500. **We** do not provide this additional cover if the loss is a covered loss under the contents, fine art and valuables section of a **Hiscox** 606 or 505 Home and Contents insurance **policy.** **Your excess** does not apply to this additional cover.
Personal registration plate cover	If **you** or a **named insured person's vehicle** has a personalised registration number purchased from the DVLA and the **vehicle** is stolen during the **period of insurance** and not recovered, **we** will pay up to £5,000 to compensate **you** for the loss of the plate. If **we** pay under this additional cover the rights to the plate will become **ours**.
Trailers	**We** will pay up to £5,000 for theft or physical damage to a trailer or non-motorised Horsebox, which **you** or a **named insured person** owns or are legally responsible for and which is no more than 4.6 metres (15 feet) in length, during the **period of insurance**, whether it is attached to an **insured vehicle** or not. **We** do not provide this additional cover if the loss is a covered loss under the contents, fine art and valuables section of a **Hiscox** 606 or 506 Home and Contents insurance **policy.** Proof of ownership of a trailer will need to be provided for this cover to apply.

Section 9: Third party liability cover

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

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

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

What is covered

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

- someone is injured (including any sickness or disease resulting from such injury), or dies, or
- tangible third party property is physically lost or physically damaged (including the loss of use of such damaged property).

How much we will pay

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

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

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

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

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

Section 10: Motor legal expenses cover

Motor legal expenses cover is arranged by **LawShield** with UK General Insurance Limited on behalf of Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No: FC008998, and administered by **LawShield.** UK General Insurance Limited and **LawShield** are authorised and regulated by the Financial Conduct Authority. 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. Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. IPA SA is authorised by the Commission Bancare Financiere et des Assurances (CBFA) to l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA register number is 202664. Their regulative activities are miscellaneous financial loss, legal expenses and assistance.

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.

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**.

Insured incident A non-fault road traffic accident (excluding claims for theft or fire) occurring within the **territorial limits** which results in:

a. loss or damage to the **vehicle** including any trailer attached thereto;

b. loss or damage to any personal property owned by the **named insured person** whilst the property is in/on or attached to the **vehicle**;

c. the death of or injury to the **named insured person** whilst in or getting into or out of the **vehicle**;

d. any other uninsured losses.

Insurers UK General Insurance Limited on behalf of Inter Partner Assistance SA.

Legal costs and expenses Fees, costs and disbursements reasonably incurred by **LawShield**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for **named insured person** with **LawShield's** consent, chargeable on the standard basis, or in accordance with the Fixed Recoverable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which the **named insured person** may be liable by order of a court or by agreement with the consent of **LawShield.**

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases, where **solicitors** costs are payable by **LawShield**, these will be on the standard basis as defined by the CPR (Civil Procedure Rules) and would be limited to £125.00 per hour solicitors time, and £12.50 for each letter sent out.

Prospects of success Reasonable prospects are considered to be 51% or better chance of success.

Small claims limit The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 below which legal proceedings for a claim for damages due to personal injury are allocated to the **small claims track**.

Small claims track The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the **small claims limit** the claim is allocated to the **small claims track** by the court.

Section 10: Motor legal expenses cover

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 of 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**.

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 after aggregation of the legal costs and expenses is £100,000 for both the **named insured person** and any opponents insofar as they are liable to pay them.

Motor Legal Expenses Cover with **LawShield** has been arranged by **Hiscox** for you. **LawShield** service this part of **your policy** on behalf of the insurers. **Hiscox** cannot accept any responsibility for the availability, standard of service or any consequences from the use of these services.

Special exclusions this applying to this section

In addition to the **policy** general exclusions the following additional exclusions apply to part of **your policy.**

LawShield shall not be liable for:

- **Legal costs and expenses** where the **named insured person** will not get a reasonable and proportionate settlement or if any expected settlement is small compared to the time and expense involved.
- Claims where the estimated value of any damages for the personal injury the **named insured person** has suffered does not exceed the **small claims limit.**
- **Legal costs and expenses** incurred prior to **LawShield's** acceptance of a claim.
- 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 be under no liability where the **named insured person** holds cover under any other **policy** to the extent that **LawShield** are or would but for this **policy** be, by the terms of such other **policy**, liable to compensate the **named insured person** in respect of the subject matter of insurance.

LawShield shall not be liable for the **legal costs and expenses** of pursuing an action arising from an incident that occurs within the **territorial limits** under the jurisdiction of any court other than the courts in 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.

Section 10: Motor legal expenses cover

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 and applying to this section

Compliance by the **named insured person** with the following provisions and with each all of the terms in the **policy** shall be a condition of this insurance.

Legal costs and expenses payable are in no way affected by an agreement, undertaking, promise made or given by the **named insured person** to the **solicitor.**

The insurance under this section does not cover an appeal unless **LawShield** are notified in writing by the **named insured person** not later than six working days before the time for making an appeal expires and **LawShield** consider that there are reasonable prospects of such an appeal succeeding.

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**.

The insurance under this section may be cancelled at any time at the request of **LawShield** or **Hiscox** in writing by sending 14 days notice by recorded delivery to **you**.

Claims notification

Where the **named insured person** presents a claim under this section of the insurance they must submit to **LawShield** a complete and truthful report of the facts of the matter which is the subject of the claim indicating any potential witnesses and any documentary or other evidence of which he or she is aware. The **named insured person** must ensure that **LawShield** are advised of the claim within 180 days of the occurrence of the incident.

Prospects of success

If at any stage **LawShield** decide that the **named insured person's** prospects of success are not sufficient and/or an alternative course of action is appropriate and/or under the terms of the **policy** the claim is not admissible then **LawShield** will inform **you** in writing of their decision and the reason behind their decision. Having informed **you** of this and subject to the **policy** conditions **LawShield** will not be bound to pay any **legal costs and expenses** and may discontinue indemnity.

Representation

1. **LawShield** have the right through an **adjuster** or **solicitor** to take over and conduct in the name of the **insured person** the pursuit or settlement of any claims.
2. **LawShield** will have complete control over how legal proceedings are carried out. Before the issuing of legal proceedings **LawShield** will nominate and appoint a **solicitor** from their panel to act on behalf of the **named insured person** and to conduct in the name of the **named insured person** the prosecution, defence or settlement of any claim accepted under the terms of the **policy.** Should legal proceedings need to be issued, the **named insured person** does not have to accept the **solicitor** nominated by **LawShield.** If the **named insured person** is unable to agree a suitable **solicitor** with **LawShield** the **named insured person's** choice of **solicitor** may be referred to arbitration in accordance with the terms and conditions of the **policy.** In any event the **named insured person** must notify **LawShield** in writing of the full name and address of a **solicitor** who they wish to act for them. In the event of a dispute as to choice of solicitor pending arbitration, **LawShield** will nominate a **solicitor** to act on the **named insured person's** behalf to safeguard his or her interests. In the event that **LawShield** are the insurers of two or more parties in respect of one claim the **named insured person** may nominate **solicitors** of their own choice whose name and address should be submitted to **LawShield** prior to any legal costs and expenses being incurred.
3. In choosing their **solicitor** the **named insured person** must try and keep the cost of any legal proceedings as low as possible.

Section 10: Motor legal expenses cover

4. Before **LawShield** accept the **named insured person's** choice of **solicitor**, or if the **named insured person** fails to choose a **solicitor**, **LawShield** will be entitled to instruct a **solicitor** on behalf of the **named insured person**.
5. In the event that the amount in issue does not exceed the current level of the Small Claims Court, advice and assistance will be provided but representation at a court or tribunal is at the absolute discretion of **LawShield. Hiscox** may also attempt a negotiated settlement or take advantage of alternative resolution facilities.

Claims procedure

1. **LawShield** will, with the prior consent of the **named insured person**, make their own investigation into the case and may, subject to the final approval of the **named insured person** (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.
2. Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury, **LawShield** may investigate the circumstances of the claim and attempt to obtain settlement with the prior consent of the **named insured person** (such prior consent must not to be unreasonably withheld). **LawShield** shall not be liable to provide representation on behalf of the **named insured person** at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.

   Notwithstanding the above, **LawShield** reserve the right to provide representation in the Small Claims Court if **LawShield** considers that it is appropriate in all the circumstances of the case for there to be such representation.
3. LawShield shall have direct access to the **solicitor** at all times and the **named insured person** shall co-operate fully with **LawShield** in all respects and shall keep **LawShield** fully and continually informed of all developments in the legal representation of proceedings. At **LawShield's** request the **named insured person** shall instruct the **solicitor** to produce to **LawShield** any documents, information or advice in their possession and further shall give them such other instructions in relation to the
   conduct of their claim as **LawShield** may require.
4. **LawShield**'s consent must be obtained prior to:
   a. The instruction of Counsel to appear before a court (or tribunal) before which a **solicitor** has a right of audience.
   b. The instruction of Queen's Counsel.
   c. The incurring of unusual expert's fees or unusual disbursements.
   d. The making of an appeal.
5. **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** or by either of them to any witness expert or agent.
6. The **named insured person** must co-operate fully with the appointed claims adjuster or **solicitors.**
7. The **solicitor** or **named insured person** shall inform **LawShield** immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim.
8. No agreement to settle on the basis of both sides paying their own costs is to be made without **LawShield's** approval.

Section 10: Motor legal expenses cover

9. If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by the **named insured person** but the amount thereof is equal to or in excess of the total damage eventually recovered by them, **LawShield** shall have no liability in respect of any further legal costs and expenses or opponent's civil costs unless upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules **LawShield** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **LawShield** shall have the right to require the **named insured person**, at **LawShield's** request, to instruct his or her **solicitor** to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer pursuant to Part 36 of the Civil
Procedure Rules made by an opponent or proposed by the **named insured person** or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.
10. At **LawShield's** request the **named insured person** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
11. If for any reason the **solicitor** refuses to continue to act for the **named insured person** or if the **named insured person** withdraws his or her claim from the **solicitor, LawShield's** liability will cease forthwith unless they agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in the terms and conditions of the **policy**, but **LawShield** shall have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor.**
12. If the **named insured person** unreasonably withdraws from a claim without the prior agreement of **LawShield**, 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 including any **legal costs and expenses LawShield** consider they are obliged to pay as a result of the **named insured person** withdrawing from the claim.

Recovery

The **named insured person** claiming under this section shall take or have taken on their behalf every available step to recover from their opponents **legal costs and expenses** payable under the **policy** and such **legal costs and expenses** must be paid to **LawShield.**

Arbitration

If any differences shall arise between **LawShield** and the **named insured person** as to the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at their written request such difference shall be decided by Counsel or a **solicitor** chosen jointly by **LawShield** and the **named insured person** and, in the absence of agreement, to 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 differences to Counsel or the **solicitor** as he or she shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

HAGERTY®
CLASSIC CAR INSURANCE

0333 323 1181

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

For training and quality purposes, telephone calls may be monitored or recorded. Hagerty International Limited is authorised and regulated by the Financial Conduct Authority.

Hiscox Underwriting Ltd is authorised and regulated by the Financial Conduct Authority and Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.