
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 6)*

Hagerty, Inc.

(Name of Issuer)

Class A Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

(CUSIP Number)

**Richard R. Grinnan
Markel Group Inc., 4521 Highwoods Parkway
Glen Allen, VA, 23060
(804) 747-0136**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

09/11/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No.

Name of reporting person

1
MARKEL GROUP INC.

2
Check the appropriate box if a member of a Group (See Instructions)

☐ (a)

☒ (b)

3 SEC use only
Source of funds (See Instructions)

4 WC

5 Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

☐

6 Citizenship or place of organization

VIRGINIA

Sole Voting Power

7

79,380,264.00

Number of
Shares

Shared Voting Power

Beneficially

8

0.00

Owned by

Sole Dispositive Power

Each

9

79,380,264.00

Reporting

Person

Shared Dispositive Power

With:

10

0.00

Aggregate amount beneficially owned by each reporting person

11

79,380,264.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

☐

Percent of class represented by amount in Row (11)

13

42 %

Type of Reporting Person (See Instructions)

14

CO

Comment for Type of Reporting Person: (1) The quantity reported in Row 7, Row 9, and Row 11 includes 67,163,589 shares of Class V Common Stock (as defined in the Original Schedule 13D) and an equal number of OpCo Units (as defined in the Original Schedule 13D), which are, together, exchangeable, at the option of the holder, on a one-for-one basis for a share of Class A Common Stock (as defined herein) or, if certain conditions set forth in the Amended and Restated Exchange Agreement (as defined in Amendment No. 1) are met, an equivalent value in cash at the option of the Company (as defined herein). (2) The quantity reported in Row 7, Row 9, and Row 11 includes 1,272,264 shares of Class A Common Stock that the Reporting Person has the right to acquire within 60 days as a result of the conversion mechanisms of the Series A Preferred Stock (as defined in Amendment No. 1), which are exchangeable, at the option of the Reporting Person, into shares of Class A Common Stock at the Conversion Rate (as defined in Amendment No. 1). (3) Percent of class represented by amount in Row 11 is based on the sum of (i) 120,544,434 shares of Class A Common Stock outstanding after the September 2026 Secondary Offering (as defined below), as provided by the Company, (ii) 67,163,589 shares of Class A Common Stock that could be issued upon conversion of Class V Common Stock and OpCo Units held by the Reporting Person, and (iii) 1,272,264 shares of Class A Common Stock that could be issued upon conversion of Series A Preferred Stock held by the Reporting Person, each of (ii) and (iii) of which have been added to the total shares of Class A Common Stock outstanding for purposes of calculating the Reporting Person's beneficial ownership percentage in accordance with Rule 13d-3(d)(1)(i) under the Act. Notwithstanding the percentage reported herein, based on the aggregate total of Class A Common Stock, Class V Common Stock, and Series A Preferred Stock outstanding, and the voting power assigned to each class, the Reporting Person controls approximately 29.0% of the voting power of the Company.

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Class A Common Stock, par value \$0.0001 per share

Name of Issuer:

(b)

Hagerty, Inc.

Address of Issuer's Principal Executive Offices:

(c)

121 Drivers Edge, Traverse City, MICHIGAN , 49684.

Item 1 Markel Group Inc. (f/k/a Markel Corporation), a Virginia corporation ("Markel Group" or the "Reporting Person"), is hereby filing this Amendment No. 6 (this "Amendment No. 6") to the Schedule 13D filed by the Reporting Person on December 10, 2021 (the "Original Schedule 13D"), as amended by Amendment No. 1 filed by the Reporting Person on June 27, 2023 ("Amendment No. 1"), Amendment No. 2 filed by the Reporting Person on July 8, 2024 ("Amendment No. 2"), Amendment No. 3 filed by the Reporting Person on April 18, 2025 ("Amendment No. 3"), Amendment No. 4 filed by the Reporting Person on November 5, 2025 ("Amendment No. 4"), and Amendment No. 5 filed by the Reporting Person on April 15, 2026 ("Amendment No. 5" and collectively, the "Schedule 13D"), relating to the Class A Common Stock, par value \$0.0001 per share (the "Class A Common Stock"), of Hagerty, Inc., a Delaware corporation (the "Company" or the "Issuer"). Capitalized terms used in this Amendment No. 6 and not otherwise defined herein have the meanings set forth in the Schedule 13D. Except as specifically provided herein, this Amendment No. 6 does not modify any of the information previously reported in the Schedule 13D.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended and supplemented as follows: On September 11, 2026, in connection with the closing of an underwritten secondary offering of shares of Class A Common Stock by Hagerty Holding Corp. (the "September 2026 Secondary Offering"), and pursuant to the terms of the Amended and Restated Exchange Agreement, the Reporting Person exchanged 7,836,411 shares of Class V Common Stock and associated OpCo Units for, at the election of the Company, an equal number of shares of Class A Common Stock. In connection with the September 2026 Secondary Offering, the Reporting Person agreed to waive certain notice and participation rights afforded by the Amended and Restated Registration Rights Agreement (as defined and described in the Original Schedule 13D) solely with respect to the September 2026 Secondary Offering, and the Company and Reporting Person agreed that the September 2026 Secondary Offering would not count against or reduce the four (4) Shelf Underwritings (as defined in the Amended and Restated Registration Rights Agreement) demandable pursuant to Section 2.1.1(b) of the Amended and Restated Registration Rights Agreement. On September 9, 2026, in connection with the September 2026 Secondary Offering, the Reporting Person entered into a lock-up agreement with the representatives of the underwriters of the September 2026 Secondary Offering (the "September 2026 Lock-Up Agreement"), pursuant to which the Reporting Person agreed, subject to certain customary exceptions, not to take any of the following actions during the period beginning on the date of the September 2026 Lock-Up Agreement and ending at the close of business 60 days after the date of the final prospectus supplement relating to the September 2026 Secondary Offering: (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Class A Common Stock or Class V Common Stock (together with the Class A Common Stock, the "Capital Stock") or any securities convertible into or exercisable or exchangeable for Capital Stock (including, without limitation, Capital Stock or such other securities which may be deemed to be beneficially owned by the Reporting Person and securities which may be issued upon exercise of a stock option or warrant) (collectively with the Capital Stock, the "Lock-Up Securities"); (ii) enter into any hedging, swap, or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction is to be settled by delivery of Lock-Up Securities, in cash, or otherwise; (iii) make any demand for, or exercise any right with respect to, the registration of any Lock-Up Securities; or (iv) publicly disclose the intention to do any of the foregoing. The foregoing description of the September 2026 Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the September 2026 Lock-Up Agreement, a form of which is filed as an exhibit to this Schedule 13D and is incorporated by reference herein.

Item 5. Interest in Securities of the Issuer

(a)

(a) Item 5(a) of the Schedule 13D is hereby amended and supplemented as follows: As of the date of this Amendment No. 6, the Reporting Person may be deemed to be the beneficial owner of 79,380,264 shares of Class A Common Stock, or approximately 42% of the shares of Class A Common Stock outstanding. The Reporting Person's beneficial ownership is composed of (i) 67,163,589 shares of Class V Common Stock and an equal number of OpCo Units, which are, together, exchangeable, at the option of the holder, on a one-for-one basis for a share of Class A Common Stock or, if certain conditions set forth in the Amended and Restated Exchange Agreement are met, an equivalent value in cash at the option of the Company; (ii) 1,590,668 shares of Series A Preferred Stock, which are exchangeable, at the option of the Reporting Person, into 1,272,264 shares of Class A Common Stock at the Conversion Rate, which is subject to customary anti-dilution protections; and (iii) 10,944,411 shares of Class A Common Stock. Each share of Class V Common Stock has no incidents of economic ownership and has ten (10) votes per share until the earlier of (i) December 2, 2036, and (ii) transfer to a non-qualified transferee, after which it has one (1) vote per share. The Series A Preferred Stock votes together with the Class A Common Stock on an as-converted basis (one vote per share), and not as a separate class. The beneficial ownership percentage reported herein was calculated based on the sum of (i) 120,544,434 shares of Class A Common Stock outstanding after the September 2026 Secondary Offering, as provided by the Company; (ii) 67,163,589 shares of Class A Common Stock that could be issued upon conversion of Class V Common Stock and OpCo Units held by the Reporting Person; and (iii) 1,272,264 shares of Class A Common Stock that could be issued upon conversion of Series A Preferred Stock

held by the Reporting Person, each of (ii) and (iii) of which have been added to the total shares of Class A Common Stock outstanding for purposes of calculating the Reporting Person's beneficial ownership percentage in accordance with Rule 13d-3(d)(1)(i) under the Act. Notwithstanding the percentage reported herein, based on the aggregate total of Class A Common Stock, Class V Common Stock, and Series A Preferred Stock outstanding, and the voting power assigned to each class, the Reporting Person controls approximately 29.0% of the voting power of the Company.

(c) Item 5(c) of the Schedule 13D is hereby amended and supplemented as follows: The response to Item 4 of this Amendment No. 6 is incorporated by reference herein.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented as follows: The response to Item 4 of this Amendment No. 6 is incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

Item 7 of the Schedule 13D is hereby amended and supplemented as follows: Exhibit 99.16: Annex A, dated September 14, 2026 Exhibit 99.17: Form of September 2026 Lock-Up Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

MARKEL GROUP INC.

Signature: /s/ Richard R. Grinnan

Name/Title: Richard R. Grinnan, Senior Vice President, Chief
Legal Officer and Secretary

Date: 09/14/2026

DIRECTORS AND EXECUTIVE OFFICERS OF MARKEL GROUP INC.

The following table sets forth the name, present principal occupation or employment, and citizenship of each director and executive officer of Markel Group Inc., as well as the number of shares of Class A Common Stock beneficially owned by such person, as applicable, as of September 14, 2026. The business address of each person listed below is c/o Markel Group Inc., 4521 Highwoods Parkway, Glen Allen, Virginia 23060-6148.

DIRECTORS OF MARKEL GROUP INC.

Name	Present Occupation	Citizenship
Steven A. Markel	Director, Markel Group Inc.	United States
Mark M. Besca	Retired	United States
Lawrence A. Cunningham	Presiding Director, John L. Weinberg Center for Corporate Governance, University of Delaware	United States
Thomas S. Gayner	Chairman of the Board and Chief Executive Officer, Markel Group Inc.	United States
Greta J. Harris	President and Chief Executive Officer, Better Housing Coalition	United States
Morgan E. Housel	Partner, The Collaborative Fund	United States
Diane Leopold	Retired	United States
Jonathan E. Michael	Retired	United States
Harold L. Morrison, Jr.	Retired	United States
Michael O'Reilly	Retired	United States
A. Lynne Puckett	Retired	United States

EXECUTIVE OFFICERS OF MARKEL GROUP INC.

Name	Present Occupation	Citizenship
Thomas S. Gayner	Chairman of the Board and Chief Executive Officer, Markel Group Inc.	United States
Simon Wilson	Co-President and Chief Executive Officer, Markel Insurance, Markel Group Inc.	United Kingdom
Andrew G. Crowley	Co-President and Chief Executive Officer, Markel Ventures, Markel Group Inc.	United States
Richard R. Grinnan	Senior Vice President, Chief Legal Officer and Secretary, Markel Group Inc.	United States
Brian J. Costanzo	Chief Financial Officer, Markel Group Inc.	United States

LOCK-UP AGREEMENT

September [•], 2026

Wells Fargo Securities, LLC
J.P. Morgan Securities LLC

As Representatives of the several Underwriters listed in Schedule 1 to the Underwriting Agreement referred to below

c/o Wells Fargo Securities, LLC
550 South Tryon Street, 6th Floor
Charlotte, NC 28202

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

Re: Hagerty, Inc. --- Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters (the “Representatives”), propose to enter into an underwriting agreement (the “Underwriting Agreement”) with Hagerty, Inc., a Delaware corporation (the “Company”), The Hagerty Group, LLC, a Delaware limited liability company, and the selling stockholder listed on Schedule 2 to the Underwriting Agreement (the “Selling Stockholder”), providing for the public offering (the “Public Offering”) by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the “Underwriters”), of shares (the “Shares”) of the Company’s Class A common stock, par value \$0.0001 per share (“Class A Common Stock”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters’ agreement to purchase and make the Public Offering of the Shares, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Representatives on behalf of the Underwriters, the undersigned will not, and will not cause any direct or indirect affiliate to, during the period beginning on the date of this letter agreement (this “Letter Agreement”) and ending at the close of business 60 days after the date of the final prospectus supplement (the “Public Offering Date”) relating to the Public Offering (the “Prospectus”) (such period, the “Restricted Period”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Class A Common Stock or Class V common stock, par value \$0.0001 per share (together with the Class A Common Stock, the “Capital Stock”) or any securities convertible into or exercisable or exchangeable for Capital Stock (including, without limitation, Capital Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant) (collectively with the Capital Stock, the “Lock-Up Securities”), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise, (3) make any demand for, or exercise any right with respect to, the registration of any Lock-Up Securities, or (4) publicly disclose the intention to do any of the foregoing. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise.

Notwithstanding the foregoing, the undersigned may:

(a) transfer the undersigned’s Lock-Up Securities:

(i) as a bona fide gift or gifts, or for bona fide estate planning purposes,

(ii) by will or intestacy,

(iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust (for purposes of this Letter Agreement, “immediate family” shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin),

(iv) to a corporation, partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests,

(v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above,

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution to members or shareholders of the undersigned,

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement,

(viii) to the Company from an employee of the Company upon death, disability or termination of employment, in each case, of such employee,

(ix) as part of a sale of the undersigned's Lock-Up Securities acquired in open market transactions after the closing date for the Public Offering,

(x) to the Company in connection with the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase shares of Common Stock (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement or exercise of such restricted stock units, options, warrants or rights; provided that any such shares of Common Stock received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement, and provided further that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or

(xi) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold at least a majority of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Letter Agreement;

provided that (A) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi) and (vii), such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Representatives a lock-up letter in the form of this Letter Agreement, (B) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi), (ix) and (x), no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above) and (C) in the case of any transfer or distribution pursuant to clauses (a)(vii) and (viii) it shall be a condition to such transfer that no public filing, report or announcement shall be voluntarily made and if any filing under Section 16(a) of the Exchange Act, or other public filing, report or announcement reporting a reduction in beneficial ownership of shares of Class A Common Stock in connection with such transfer or distribution shall be legally required during the Restricted Period, such filing, report or announcement shall clearly indicate in the footnotes thereto the nature and conditions of such transfer;

(b) exercise outstanding options, settle restricted stock units or other equity awards or exercise warrants pursuant to plans described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that any Lock-Up Securities received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement;

(c) convert or exchange outstanding Class V common stock, preferred stock, warrants or other securities ultimately convertible into or exchangeable for shares of Class A Common Stock; provided that any such shares of Class A Common Stock or warrants received upon such conversion shall be subject to the terms of this Letter Agreement;

(d) establish trading plans pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Lock-Up Securities; provided that (1) such plans do not provide for the transfer of Lock-Up Securities during the Restricted Period and (2) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan during the Restricted Period; and

(e) sell the Shares to be sold by the undersigned (to the extent it is a Selling Stockholder) pursuant to the terms of the Underwriting Agreement.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned acknowledges and agrees that the Underwriters have not provided any recommendation or investment advice nor have the Underwriters solicited any action from the undersigned with respect to the Public Offering of the Shares and the undersigned has consulted their own legal, accounting, financial, regulatory and tax advisors to the extent deemed appropriate. The undersigned further acknowledges and agrees that, although the Representatives may be required or choose to provide certain Regulation Best Interest and Form CRS disclosures to you in connection with the Public Offering, the Representatives and the other Underwriters are not making a recommendation to you to participate in the Public Offering, enter into this Letter Agreement or sell any Shares at the price determined in the Public Offering, and nothing set forth in such disclosures is intended to suggest that the Representatives or any Underwriter is making such a recommendation.

The undersigned understands that, if the Underwriting Agreement does not become effective by October 5, 2026, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Class A Common Stock to be sold thereunder, the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Signatures transmitted by facsimile, electronic mail (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Very truly yours,

IF AN ENTITY:

MARKEL GROUP INC.
(please print complete name of entity)

By:
(duly authorized signature)

Name:
(please print full name)

Title:
(please print full title)