

RAC Motor Legal Expenses

Policy Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

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Significant and unusual exclusions or limitations

Your policy excludes cover in some situations. Please refer to this booklet under 'General Conditions' for full details but the most significant or unusual exclusions are outlined below. Your policy excludes or limits the following:

- Defence of motoring prosecutions in courts other than summary courts of criminal jurisdiction (see Section 2 of 'Policy Benefits')
- Defence of motoring prosecutions where you do not have a reasonable chance of being acquitted. Representation on a 'guilty' plea is at our discretion. (see Section 2 of 'Policy Benefits')
- Defence of motoring prosecutions for alcohol or drugs related or parking offences (see Section 2 of 'Policy Benefits')
- **Uninsured losses claims** which in our opinion do not have a reasonable chance of success (see Section 3 of 'Policy Benefits')
- **RAC** will, where appropriate, appoint a **legal representative** from its panel of solicitors to pursue the **claim** by negotiation. If it becomes necessary to issue proceedings you will have the option to choose your own solicitor (see Section 3 of 'Policy Benefits')
- Replacement vehicle assistance is not provided outside the **United Kingdom** and is only provided when the other driver's insurers do not dispute liability for the **road traffic accident**.
- The make and model of the replacement vehicle may vary from the vehicle insured (see Section 4 of 'Policy Benefits')
- **Claims** caused by faults in the vehicle or incorrect servicing (see Section i.i of 'General Conditions')
- **You** must report a **claim** to **us** as soon as possible and in any event no later than 180 days after the date you knew or should have known about the **claim**.

Duration of Policy

The policy will remain in force for the period as shown in your **motor insurance policy**.

Your Right To Cancel

You have the right to cancel your policy at any point.

If you cancel your policy prior to the start of cover you will be entitled to a full refund.

If you cancel your policy after the start of cover you will be entitled to a refund of any unused premium. You will not be entitled to a refund of your premium if you have made a **claim** under this policy.

Cover for days or part days which have already commenced will not be refundable.

To exercise your right to cancel, please write to:

RAC Legal Services
RAC House
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

How to Claim

To take advantage of any of the benefits under this policy, including making a **claim**, you must first call us on 0800 096 6850 (Calls to 0800 numbers are free from landlines and mobiles). For our joint protection, calls may be recorded and/or monitored.

Failure to do so may affect the benefits available to you under this policy.

Caring for Our Customers

We are committed to providing you with the highest standard of service and customer care. We realise however, there may be occasions when you feel that you did not receive the standard of service you expect.

Should you have cause for complaint about any aspect of the services which we have provided to you, please contact us by letter, e-mail or telephone as indicated below and we will work with you to resolve your complaint.

RAC Legal Services Customer Care Great Park Road
Bradley Stoke Bristol, BS32 4QN

Telephone: 0800 096 6850

E-mail: legalcustomercare@rac.co.uk

If we are unable to resolve your complaint you may be able to refer your complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are members of the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of your claim.

Statement of Demands and Needs

This policy meets the demands and needs of customers who wish to purchase cover to insure their **legal costs** against the prospect of either defending a motoring prosecution against them or pursuing a **claim** for **uninsured losses** from another person who has caused them to suffer such losses as a result of a **road traffic accident** for which they were not at fault, during the **period of insurance**. We have not provided you with a personal recommendation as to whether this RAC Motor Legal Expenses Insurance policy is suitable for your specific needs.

This policy is provided pursuant to the Financial Services and Markets Act 2000.

RAC Motor Legal Expenses Terms and Conditions

To make sure that you get the most from this insurance please read this policy which explains the contract between you and us. If you have any questions or would like more information please contact us on 0800 096 6850. For our joint protection, telephone calls may be recorded and/or monitored. This policy should be read in conjunction with the policy documents supplied to you by us.

Changes we need to know about

Please tell us immediately if there are any changes to the information set out on your schedule, or any other changes in your circumstances which might affect your insurance, for example:

- a change to the people insured, or to be insured;
- a change of address for any of the people insured.

If you are in any doubt, please contact us. When you inform us of a change, we will tell you if this affects your insurance, 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 you do not inform us about a change it may affect any claim you make.

The Contract of Insurance

This policy is a contract of insurance between you and us.

The following elements form the contract of insurance between you and us, please read them and keep them safe:

- your policy booklet;
- information contained in your policy documents;
- any changes to your RAC Motor Legal Expenses Insurance policy contained in notices issued by us.

In return for you paying your premium, we will provide the cover shown in your welcome letter/renewal letter on the terms and conditions of this policy booklet during the period of insurance. Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Definition of words

In this policy wherever the following words or phrases appear in bold they will have the following meanings. If there is a conflict between a definition in this policy and a definition elsewhere, the definition in this policy will apply:

Claim

An incident which we or our appointed legal representative accept as falling within the terms of this policy which in our reasonable opinion is the first incident that could lead to a claim being made under this policy.

For Uninsured Loss Recovery claims, the road traffic accident must occur during the period of insurance.

For Legal Defence claims, the event giving rise to the motoring prosecution must occur during the period of insurance.

Claims Handler

RAC Legal Services (part of RAC Motoring Services) or any other representative authorised by us to handle your claim under this policy.

Legal Costs

The reasonable proportionate and properly incurred fees, expenses, costs and disbursements by or on behalf of the insured and authorised by us in pursuing or defending a claim under this Policy; and/or the reasonable costs of a third party for which you are either held liable by court order or are agreed by us and which are incurred in connection with legal proceedings.

Legal Proceedings

The pursuit of a claim for your uninsured losses either by negotiation or by civil, tribunal or arbitration proceedings within a court in the territory in respect of a matter covered under this Policy; and /or

The defence of a motoring prosecution within a summary court of criminal jurisdiction within the territory.

Legal Representative

The solicitors or other qualified experts appointed by the claims handler to act for you provided that such solicitors or experts satisfy the following conditions:

- they agree to fund all disbursements and not to claim for the same until the end of the case, and
- they agree not to submit any claim for legal costs until the end of the case and try to recover all legal costs from the other party in the action, and
- they agree to report in writing to RAC on any substantive development in the progress of the claim.

Main Private Residence

The property specified on your Welcome Letter/ Renewal Letter that applies to this policy. The insured must reside in the main private residence permanently.

Period of Insurance

The period you are covered by this policy as specified in your motor insurance policy.

Motor Insurance Policy

Your DayInsure policy covering you for liabilities arising out of the use of a motor vehicle on a road or other public place, provided any such policy is valid at the time of an incident which gives rise to a claim under this policy.

Motor Vehicle

Any vehicle which you are covered to drive under a motor insurance policy.

RAC/We/Us/Our

RAC Motoring Services and/or RAC Insurance Limited.

Road Traffic Accident

A traffic accident in the territory involving the motor vehicle and at least one other motor vehicle occurring during the period of insurance on a public highway or on a private road or a car park to which the public has

an uninterrupted right of access for which **you** are not at fault and for which another party is at fault.

Territory

In the case of assistance in recovery of **Uninsured Losses** and Legal Defence means:

Andorra, Austria, Azerbaijan, Belgium, Bulgaria, Channel Islands, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Isle of Man, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakian Republic, Spain, Sweden, Switzerland, and **United Kingdom**.

In the case of Replacement Vehicle Assistance means:

- **United Kingdom**

Uninsured Losses

Losses directly arising out of a **road traffic accident** where the said loss is not otherwise covered by insurance and either damage occurs to the **motor vehicle** or any personal effects owned by **you** or **you** suffer death or bodily injury.

United Kingdom

England, Scotland, Wales, and Northern Ireland.

You/Your/Insured

The person or persons as advised by **you** to **us** and named in **your** policy documents that applies to this policy and who live at the **main private residence** and any passengers carried in the **motor vehicle** driven by the **insured** at the time of a **road traffic accident**.

Policy Benefits

1. Telephone Legal Helpline

You will have access to a telephone legal helpline which will provide initial legal advice on any matter under the laws of **United Kingdom**, Isle of Man or the Channel Islands.

Where possible, **we** will advise what **your** legal rights are, what options are available to **you** and how best to implement them and/or whether **you** need to consult with a lawyer.

2. Legal Defence

Subject to the following conditions **RAC** will cover **you** against the **legal costs** of **legal proceedings** incurred in connection with a **claim** for the defence of a motoring prosecution brought against **you** in connection with criminal proceedings involving the **motor vehicle** in the **territory**. The **claim** must occur during the **period of insurance**.

The **claims handler** will appoint a **legal representative** to act on **your** behalf following receipt of a summons or single justice procedure notice. **You** must co-operate at all times in the completion of any necessary documentation or provision of information requested either by **RAC** or by the **legal representative**. **You** must not do anything which may prejudice **your** case or **RAC's** position in respect of the **claim**.

Legal Defence cover will not be provided where there is not a 51% or greater chance of **you** being acquitted on a single justice procedure notice or summons or

other summary process or where the prosecution alleges dishonesty or violence or which arises from alcohol, drugs or parking related offences. Pleas in mitigation will be supported by **us** at **our** sole discretion and only where on conviction the **insured person** would be disqualified or suspended from driving.

The Legal Defence cover is subject to a maximum limit of £10,000 per **claim**.

Legal Defence only applies in respect of actions in courts of summary jurisdiction.

3. Uninsured Loss Recovery

Subject to the following conditions **RAC** will cover **you** against the **legal costs** of **legal proceedings** incurred in connection with the pursuit of a claim for **uninsured losses** sustained in the **territory** during the **period of insurance**.

If appropriate, the **claims handler** will appoint a **legal representative** from its panel to pursue the **claim** by negotiation on **your** behalf.

Uninsured Loss Recovery will not be provided if in **our** reasonable opinion, there is not a 51% or greater chance of success.

Cover may be refused or discontinued if such prospects do not, or no longer, exist.

The Uninsured Loss Recovery cover is subject to a maximum limit of £100,000 per **claim**.

4. Replacement Vehicle Assistance

This benefit only applies following **road traffic accidents** in the **United Kingdom**, and is usually only available if the required replacement vehicle is 3.5 tonnes or less.

If the **insured** is involved in a **road traffic accident** **RAC** may, subject to availability and the following conditions, facilitate the **insured** in hiring a replacement vehicle for the period that the **motor vehicle** is immobilised as a result and/or whilst it is being repaired. The make and model of the replacement vehicle may vary from the **motor vehicle**. Replacement Vehicle Assistance may only be available if no courtesy car entitlement is included within **your motor insurance policy** and the other party's insurers do not dispute that their driver is responsible for the **road traffic accident**.

To qualify for Replacement Vehicle Assistance **you** must obtain the following details of the responsible third party:

- name
- address
- vehicle registration
- insurance company name
- insurance policy number.

You must comply with the terms and conditions of the hire company selected by **RAC**. This will include the completion of a hire and credit agreement.

General Conditions

Your duty to disclose information

It is **your** responsibility to provide complete and accurate answers to the questions we ask when you take out **your** insurance policy, throughout the life of **your** policy, and when you renew **your** insurance. Please note that if you fail to disclose any material information to **your** insurer(s) (these are facts that the insurer would regard as likely to influence the assessment and acceptance of this policy) this could invalidate **your** insurance cover and could mean that part or all of a **claim** may not be paid.

If you are unsure as to what facts would influence **your** policy, please contact us.

- a. You must report a **claim** to us as soon as possible and in any event no later than 180 days after the date you knew or should have known about the **claim**.
- b. During the course of any **claim** you must take all available steps to recover the **legal costs** in the **legal proceedings**.
- c. During the course of the **claim** RAC will have the right of direct access to the **legal representative**.
- d. RAC shall not provide cover under this Policy if the **insured** makes a false declaration when applying for cover.
- e. RAC will not provide cover for appeals.
- f. In relation to Policy Benefits 2 Legal Defence and 3 Uninsured Loss Recovery in the event that the **claim** is not settled by negotiation and it becomes necessary to start court proceedings or if there is a conflict of interest, you do not have to continue to instruct the **legal representative** nominated by us and may propose another **legal representative** by sending to us the name and address of the suitably qualified person you propose.

If we do not agree with **your** choice of **legal representative** you may propose another. If RAC and the **insured** are still unable to agree on a suitable **legal representative**, RAC will ask the Law Society, or another body of similar standing, to name a further **legal representative**. RAC and the **insured** must accept this nomination. In the meantime, RAC may appoint a **legal representative** to act on behalf of the **insured** to safeguard their interests.

You must not incur or enter into an agreement to incur any costs, including those incurred with the **legal representative**, without our prior acceptance.

In order to use this benefit, the **legal representative** must act for you in accordance with our standard terms of appointment which are available on request.

The **insured** must co-operate at all times in the completion of any necessary documentation of and/or provision of information requested either by RAC or by the **legal representative**. The **insured** must also not do anything which may prejudice their **claim** or RAC's position in respect of the **claim**.

- g. RAC will not cover **legal costs**:
 - i. incurred before RAC have confirmed acceptance of the **claim** in writing;
 - ii. exceeding any amount approved by RAC or our **claims handler** or in any event above the limits of cover set out in this Policy;
 - iii. incurred following a payment into court or offer to settle by a third party unless RAC has authorised the **insured** in writing to continue with the **claim** after the payment into court or offer to settle or the **insured** is ultimately awarded or settles for more than the amount of the payment in or offer to settle;
 - iv. incurred if the **insured** withdraws instructions from the **legal representative** or from the **legal proceedings** without our prior consent, unless our consent is withheld without good reason. This section is not intended to restrict your right to choose a **legal representative** in the event of a conflict of interest, or where it becomes necessary to issue court proceedings, as further detailed in General Condition f;
 - v. for any expert witness unless previously agreed by RAC;
 - vi. where the **insured** is responsible for unreasonable delay which is prejudicial to the **claim** or where the **insured** fails to give proper instructions in due time to RAC or the **legal representative**;
 - vii. where the **insured** pursued a **claim** without the consent of RAC or in a different manner from that advised by the **legal representative**;
 - viii. for you to obtain a second opinion if you do not agree with the decision of the **claims handler** or us that your **claim** is not covered under Policy Benefit 2. Legal Defence or Policy Benefit 3. Uninsured Loss Recovery.
- h. Disputes with us will not be covered except as provided for under our Complaints procedure.

You have the right to refer any differences that arise between us and you in respect of the acceptance, refusal, control or handling of any **claim** under this policy to arbitration, which will be decided by counsel, or an appropriate body, chosen jointly by us and you.

We will not cover **legal costs** for **claims** directly or indirectly, caused by, contributed to or arising from:

 - i. faults in the **motor vehicle** or faulty incomplete or incorrect service, maintenance or repair of the **motor vehicle**;
 - ii. a **road traffic accident** occurring during a race, rally or competition;
 - iii. ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - iv. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - v. wars, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, requisition or destruction

of restrictions or controls placed on or damage to property by or under order of a government or public or local authority.

- i. The **insured** shall take all reasonable steps to prevent any occurrence which may give rise to a **claim** under this Policy.
- j. The **insured** shall take all reasonable steps to mitigate the losses that flow from an incident leading to a **claim** under this Policy and throughout the duration of such a **claim**.
- k. The **insured** shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **RAC**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority.
- l. **RAC** may take over and conduct the **claim** and may, subject to the interest of the **insured**, settle the **claim** in his or her name.
- m. Every written notice or communication by **RAC** shall be sent to the **insured** at the last address known to RAC Legal Services.
- n. **Your** policy is governed by the laws of England and Wales, unless **you** and **RAC** agree otherwise and the agreement has been put in writing by **RAC**. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
- o. For insurance purposes, the home state of RAC Legal Services and RAC Insurance Limited is the United Kingdom.

Complaints Procedure

A complaint about the terms of this Policy may be made to RAC Legal Services Customer Care at Great Park Road, Bradley Stoke, Bristol, BS32 4QN or by calling us on 0800 096 6850. For our joint protection calls may be recorded and/or monitored. If we cannot resolve your complaint over the phone, we will acknowledge that your complaint has been received within 5 working days, following which your complaint will be investigated further.

If we are unable to resolve your complaint, you may be able to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after RAC has provided you with written confirmation that our internal complaint procedure has been exhausted. Referral to the FOS must be made within 6 months of our final response to you.

Referral to the Service does not affect your right to take legal action against RAC Insurance Limited.

If your complaint has not been resolved to your satisfaction within 8 weeks you may, in certain circumstances, have the right to refer the matter to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk
0800 023 4567 or 0300 123 9123

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

To Make A Claim Or Obtain Legal Advice Under This Policy

Call us on 0800 096 6850 quoting your policy number.

Calls to 0800 numbers are free from landlines and mobiles. Calls to 01 and 03 numbers cost the same as a standard landline call, even when dialling from mobiles.

For our joint protection, calls may be recorded and/or monitored.

All correspondence should be addressed to:

RAC Legal Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

Information you will be asked to provide will be:

- details and documentary evidence of the
- **uninsured losses**;
- a description of the circumstances of the **road traffic accident**;
- details of any witnesses (if applicable);
- details of any police attendance at the **road traffic accident** (if applicable);
- name, address and motor insurance details of the person you hold responsible for causing the **road traffic accident** and details of any other involved parties.

To make sure we follow your instructions correctly and improve our service to you through training of our staff, we may record telephone calls.

Compensation Scheme Arrangements

You may be entitled to compensation in the unlikely event that RAC Motoring Services as an authorised intermediary and/or RAC Insurance Limited as an authorised insurer are unable to meet their obligations to you as a policyholder, depending on the type of insurance and circumstances of any claim.

Further information about compensation scheme arrangements is available from the FSCS or by visiting www.fscs.org.uk.

Your Data

Data protection statement

This section provides a short summary of how we collect and use your data. Please refer to our website at rac.co.uk/privacy-policy for full details of how we use your data. Alternatively, you can obtain a copy of our Privacy Policy by using the contact details below.

Should you require information about how your broker collects and uses your data, please contact your broker.

What is your data?

There are three types of data we will hold about you:

1. Personal data is information we hold on our records which identifies you. This includes your name, address, email address, telephone number and date of birth;
2. We will also hold data about you that is not personal, for example, information about your vehicle; and
3. In very limited circumstances, we will hold special categories of personal data, for example, relating to your health. We will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How we obtain your data

We obtain your data when you contact us directly in relation to your cover and your policy. We also obtain your data from your broker when you purchase this policy and/or if you report a new claim to your broker in relation to this policy.

How we will use your data

We will use your personal data for the provision of cover and services under your policy, for example, helping you if you make a claim. We may disclose your personal data to our service providers who provide help under your policy. We may also disclose your personal data to your broker for claim and policy administration purposes.

We carry out checks against publicly available information (such as the electoral roll, county court judgments, bankruptcy orders or repossessions). We also monitor and record any communications with you including telephone conversations and emails for quality and compliance reasons.

Please note that, if you do not provide your personal data, we will be unable to provide you with the cover you have requested, as well as services related to administering your cover and policy.

Your rights

You have a number of rights relating to your personal data. For further information regarding any of these rights, please visit rac.co.uk/privacy-policy or contact the Data Protection Officer:

1. Call our Legal Customer Care Team: 0330 159 0610; or
2. Email us: legalcustomercare@rac.co.uk; or
3. Write to us:
Legal Customer Care
RAC Insurance Limited
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

Status Disclosure

RAC Motor Legal Expenses Insurance except the benefit under section 4 of 'Policy Benefits' is underwritten by RAC Insurance Limited.

RAC Insurance Limited (Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW Registered No. 2355834) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

RAC Legal Services is part of RAC Motoring Services (Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW Registered No. 01424399) which is authorised and regulated by the Financial Conduct Authority for insurance mediation activities only.

Authorisation for RAC Insurance Limited and RAC Motoring Services can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register Calls may be recorded and/or monitored.

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 us on 0800 096 6850 between 9am and 5pm Monday to Friday or write to:

RAC Commercial Motor Legal Protection
RAC Legal Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN