

# RAC Motor Legal Expenses Insurance

Terms and conditions

PLEASE READ AND KEEP FOR YOUR  
RECORDS

The RAC logo is displayed in a bold, orange, sans-serif font. The letters are stylized, with the 'R' and 'A' having a unique, blocky appearance.

## Contact Information

	Telephone	In Writing
<b>Motor Claims Helpline (Section A)</b>	0800 021 4402	RAC Legal Services Great Park Road Bradley Stoke
<b>Legal Advice and Claims (Sections B-D)</b>	0333 070 2713	Bristol BS32 4QN

Call charges apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. **We** do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

If **you** have hearing difficulties and have a Textphone, just prefix the number **you** wish to call with 18001 to access Type talk.

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## Important information about RAC Motor Legal Expenses Insurance

- 1) **Your RAC Motor Legal Expenses Insurance** is a contract of insurance between **you** and RAC Insurance Limited. The contract consists of:
  - a) This **policy** booklet;
  - b) **Your schedule**, which tells **you** which **vehicles** are covered, how long **you** are covered for, who is covered and the cost of the cover; and
  - c) Any notices **we** send **you**, for example, any letter **we** send **you** notifying **you** if there are any changes.
- 2) A premium is payable for the contract of insurance which will be made clear to **you** in advance of purchase.
- 3) RAC Motor Legal Expenses Insurance is arranged and administered by your broker.
- 4) RAC Motor Legal Expenses Insurance is intended to provide cover for the costs of:
  - a) Making a **claim** for **uninsured losses** against a person who is at fault for a **road traffic collision** (Section A);
  - b) Defending a prosecution for an alleged motoring offence (Section B);
  - c) Making a **claim** for breach of an agreement relating to the buying, selling, repair, servicing or lease of the **vehicle** (Section C);It meets the demands and needs of those who wish to ensure such risks are met now and in the future.
  - d) RAC Motor Legal Expenses Insurance also provides for a telephone legal helpline to assist **you** with advice on any private motoring matter. (Section D).
- 5) There is no limit to the number of **claims you** can make in any **policy period**. The amount that is covered for certain types of **claims** or for certain sections are set out in this booklet.

## Definitions

Any words in bold in this section have a specific meaning, which **we** explain below.

**“claim”** means an incident which **we** accept as falling within the terms of this RAC Motor Legal Expenses Insurance **policy** and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made. For example, issues arising from a **road traffic collision** or incident leading to a motoring prosecution.

**“legal costs”** means:

- 1) The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **claim**; and/or
- 2) The reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

**“legal proceedings”** means the pursuit of civil legal cases for damages and/or injunctions or specific performance, or the defence of a motoring prosecution within a court of criminal jurisdiction within the **territorial limits**;

**“legal representative”** means **us** or the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

- 1) To try to recover all **legal costs** from the other party;
- 2) Not to submit any **claim** for **legal costs** until the end of the case; and
- 3) To keep **us** informed, in writing, of the progress of **legal proceedings**.

**“limit of indemnity”** means the maximum amount payable per **claim** under the **policy** which is £100,000;

**“policy”** means this Motor Legal Expenses Insurance policy that is subject to the terms and conditions in this booklet, along with **your schedule**;

**“policy period”** means the length of time this **policy** is in force, from the start date as shown on the **schedule**;

**“proportionate”** means the value of the **claim** must be greater than the costs of pursuing the **claim**;

**“RAC”/“we”/“us”/“our”**

- 1) For the provisions of cover under sections A-C means RAC Insurance Ltd;
- 2) For the provision of services under section D of this **policy** means RAC Motoring Services;
- 3) In each case any person employed or engaged to provide certain services on behalf of the RAC Group.

**“reasonable prospects of success”** means a 51% or greater chance that **you** will recover **your** losses or damages in pursuit of a **claim** (including enforcing a judgment), make a successful defence of a **claim** or obtain any other legal remedy that **we** have agreed to.

**“road traffic collision”** means a collision involving **your vehicle**, for which **you** were not at fault and another party was at fault;

**“schedule”** means the document outlining **your** level of cover;

**“standard terms of appointment”** means the terms and conditions which **we** will require the **legal representative** to accept in order for **us** to cover **your legal costs**. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the **claim**. A copy of these terms can be requested by contacting **us**;

**“UK”** means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands and the Isle of Man;

**“uninsured losses”** means **your** losses directly arising out of a **road traffic collision** that are not covered by insurance;

**“vehicle”** means the UK registered vehicle(s) that appears on **your schedule** and includes attached trailers;

**“you”/“your”** means the person(s) named as the policyholder on the **schedule**, and for the purposes of making a **claim**, includes any person authorised by the policyholder to drive or to be a passenger in the **vehicle**.

## Your Motor Legal Expenses Insurance Cover

It is important that **you** let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**.

### Section A - Uninsured Loss Recovery

#### What is covered

If **you** are involved in a **road traffic collision**, within the **UK** during the **policy period** for which **you** are not at fault, and **you** have **uninsured losses**, for example **your** motor insurance excess or compensation for personal injury, that **you** need to recover **we** will;

- 1) Provide **you** or **your** passengers with help and advice. **You** must call **the motor claims helpline** on 0800 021 4402 straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
- 2) Put **you** in touch with **our legal representative**, who will assess **your claim**; and
- 3) If **our legal representative**, in their reasonable opinion, agrees **your claim** (including an appeal or defence of an appeal) has **reasonable prospects of success**, **we** will cover **you** or **your** passengers for **legal costs**, up to the **limit of indemnity**.

#### What is not covered

- 1) A personal injury **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.

### Section B – Motor Prosecution Defence

#### What is covered

If **you** have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving **your vehicle** and occurring within the **UK** during the **policy period**, **we** will:

- 1) Provide **you** with help and advice in respect of the alleged motoring offences;
- 2) Put **you** in touch with **our legal representative**, who will assess **your claim**; and
- 3) If in their reasonable opinion, **our legal representative** agrees **your claim** has **reasonable prospects of success**, appoint and pay up to the **limit of indemnity** for a suitable representative to either:
  - a) Defend the allegation; or
  - b) If **you** plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in **you** being disqualified or suspended from driving. This is known as a plea in mitigation.

#### What is not covered

- 1) **We** cannot provide help if **your** summons relates to violence, alcohol or drugs related offences or if **you** had no valid licence or no licence at all;
- 2) **Claims** relating to parking offences where penalty points are not applicable to the offence.
- 3) **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;
- 4) Mitigation of a guilty plea if, in **our** reasonable opinion, it would not make a material difference to the outcome of **your** sentence.

### Section C – Motor Vehicle Consumer Disputes

#### What is covered

If **you** enter into an agreement during the **policy period** and within the **UK** relating to a contract for the sale, purchase, servicing, repair, testing, hire or hire purchase of the **vehicle** and wish to claim compensation for a breach of that agreement, **we** will:

- 1) Provide **you** with help and advice (under the Telephone Legal Helpline, Section D). **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
- 2) Put **you** in touch with **our legal representative**, who will assess **your claim**; and
- 3) If **our legal representative**, in their reasonable opinion, agrees **your claim** has **reasonable prospects of success**, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

## Section D - Telephone Legal Helpline

### What is covered

**We** will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call **us** on 0333 070 2713.

**We** will give **you** initial advice on any private motoring matter within the **UK**. Where possible, **we** will tell **you** what **your** legal rights are, which options are available to **you** and how best to implement them. **We** will let **you** know if **you** need a lawyer.

### What is not covered

- 1) Advice where, in **our** reasonable opinion, **we** have already given **you** the options available,
- 2) Advice relating to immigration or judicial review; and
- 3) Advice against **us**.

## General Conditions

The following conditions apply to all sections of this **policy**. If **you** do not comply **we** can refuse cover and/ or cancel **your policy**.

- 1) **You** must pay **your** premium;
- 2) **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**;
- 3) Legal **claims** can be complex and technical. **You** must follow **our** advice or that of the **legal representative**, to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;
- 4) **We** will not cover **legal costs**:
  - a) that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**;
  - b) for **claims** arising from:
    - i) faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
    - ii) a **road traffic collision** occurring during a race, rally or competition;
- 5) **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
- 6) **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
- 7) **You** must notify **us** of all offers to settle **your claim**. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your claim**;
- 8) **You** must ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
- 9) **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
- 10) Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request. **Your** suggested **legal representative** must agree to our **Standard Terms of Appointment**. We will only pay **Legal Costs** at the rate set out in our **Standard Terms of Appointment**. If the chosen solicitor charges a rate in excess of the rate set out in our **Standard Terms of Appointment** **you** will be responsible for any shortfall. If for any reason **we** cannot agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one
- 11) If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative** **we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**;
- 12) **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs** of **your claim** are greater than the value of **your claim**;
- 13) If **you** have legal expenses cover with a provider other than **RAC** or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, **we** will not provide cover.
- 14) During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

## Cancellation of your policy

**You** can cancel **your** policy within the cooling off period, being 14 days from the later of:

- (1) the start date; or
- (2) the date **you** receive **your** policy documents.

If **you** do this, **we** will cancel the policy with immediate effect from the day **you** request it and **we** will refund **your** premium in full unless **you** have made a **claim** within this cooling off period.

After this cooling off period **you** can still cancel but **we** will not refund any premium to **you**.

Canceling a direct debit will not always cancel **your** policy, if **you** wish to cancel the policy then contact **your** insurance broker.

## Misuse of your policy

**You** must not:

- 1) Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
- 2) Persuade or attempt to persuade **us** into a dishonest or illegal act;
- 3) Omit to tell **us** important facts about a **claim** in order to obtain a service;
- 4) Provide false information in order to obtain a service;
- 5) Knowingly allow someone that is not covered by **your policy** to try and obtain a service under it;

If these conditions are not complied with, **we** may:

- 1) Restrict the cover available to **you** at the next renewal;
- 2) Refuse to provide any services to **you** under this **policy** with immediate effect;

**We** may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the **policy** will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

## Complaints

**We** are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected.

If **you** are unhappy with how **your policy** is arranged and administered, for example, the way it was sold to **you**, please contact customer services on the number shown on **your** main **policy** documents

If **you** are unhappy with **our** services please contact **us** as follows:

Telephone	In Writing
0330 159 0610	Legal Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN legalcustomercare@rac.co.uk



## Financial Ombudsman Service

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**. Using this complaints procedure will not affect **your** legal rights.

## Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS. Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk)

## Your Data

When providing **you** with services under **your** Motor Legal Expenses Insurance cover, RAC Motoring Services and RAC Insurance Limited are the data controllers of **your** personal data. They mainly collect data directly from **you** and use **your** personal data in order to provide their services, including the establishment, exercise or defence of a **claim**. The data they use may include information about **your** health, ethnicity or racial origin, sexual orientation, or religion (depending on the nature of the service you require).

RAC Motoring Services and RAC Insurance Limited may share **your** personal data with its service providers and may monitor and record any communications with **you** for quality and compliance reasons. For further information regarding how they will process **your** personal data and **your** rights under the Data Protection law, please visit [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy) or contact the Data Protection Officer by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or by writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

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