Motor Legal Care

Terms and Conditions

RAC

The cover provided under this notice is in addition to your Breakdown cover and should be read together with your existing terms and conditions.

RAC Motor Legal Care Summary

This is a summary of Motor Legal Care provided by **us** and is important information that **you** should read. Full conditions are explained in the terms and conditions. If **you** have any problems reading this notice **you** can always call **our** customer services on 0844 891 0300 (calls may be recorded and/or monitored) for a large font or Braille version.

Name of Insurer

Motor Legal Care is underwritten by RAC Insurance Limited.

Type of Insurance and Cover

These terms and conditions cover the **member** or **driver** and their passengers against the **legal costs** of **legal proceedings** incurred in connection with the pursuit of a **legal claim** for **uninsured losses** sustained within the territory during the **membership period** following a **road traffic accident**. **We** will cover their costs up to £50,000 per **legal claim**

Significant Features and Benefits	Significant and unusual exclusions or limitations
We will cover the **member** or **driver** and their passengers against the **legal costs** of **legal proceedings** incurred in connection with the pursuit of a **legal claim** for **uninsured losses** sustained within the **territory** during the **membership period** following a **road traffic accident**.	Up to a maximum of £50,000 per **legal claim** if **our legal claims handler** appoints a **legal representative**. **We** will not cover the **policy excess** where the **legal claim** is for personal injury. **We** will not provide **uninsured loss** recovery if in **our** 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. **We** will not provide cover for appeals.

The Contract

This policy meets the demands and needs of customers to insure their **legal costs** against 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 **membership period**. **We** have not provided **you** with a personal recommendation as to whether this Motor Legal Care is suitable for your specific needs.

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

Law

The parties are free to choose the law applicable to this membership. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

What to do if you have an accident

Call RAC on 0333 2000 999*

*03 numbers are charged at national call rate and are usually included in inclusive minute plans. We would advise you to contact your mobile service provider to confirm any charges that may apply. RAC Accident Helpline is operated by Quindell Legal Services Limited who are authorised and regulated by the Solicitors Regulation Authority.

Additional Definition of Words to Your Breakdown Cover

Certain words in this notice have special meanings. These words and their meanings are listed below and apply wherever they are in bold type.

"driver" means any **driver** of a **vehicle** under a **vehicle based membership**;

"household" means any person who lives permanently at the **home** and any student or member of the armed forces who normally lives permanently at the **home** but is temporarily living away from the **home**;

"lead member" means the lead member named on the **schedule**;

"legal claims handler" means RAC Accident Helpline, operated by Quindell Legal Services Limited, authorised and regulated by the Solicitors Regulation Authority, or a representative of RAC Accident Helpline;

"legal claim" means an incident **which our legal claims handlers** or **our** appointed **legal representative** accept as falling within the terms of this notice which, in **our** reasonable opinion, is the first incident that could lead to a legal claim being made;

"legal costs" means the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by or on behalf of you **and**/or **your** passengers and authorised by **our legal claims handler** in pursuing or defending a legal claim under this section, and/or the reasonable costs of a third party for which **you** and/or **your** passengers are either held liable by court order or are agreed by **us** and which are incurred in connection with **legal proceedings**;

"legal proceedings" means the pursuit of a **legal claim** for **your** and/or your passengers **uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory** in respect of a matter covered under this section;

"legal representative" means the solicitors or other qualified experts appointed by **our legal claims handler** to act for **you** and/or **your** passengers provided that such solicitors or experts satisfy the following conditions:

1. they agree to fund all disbursements and not to claim for the same until the end of the case;
2. 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
3. they agree to report in writing to **our legal claims handler** on any substantive development in the progress of the **legal claim**;

"membership period" means from 1st April 2013 until the expiry of **your membership**;

"personal based membership" means a **membership** providing benefits to **members**;

"policy excess" means the amount not covered by **your** policy which is: -

1. £nil, where the person making the **legal claim** does not receive an award of damages for a claim for personal injury;
2. In a successful case a sum equivalent up to 25% or any such limit as set by law of any general damages received by **you** and/or **your** passengers for personal injury, excluding any sums for future loss and any sums paid or payable to the Compensation Recovery Unit of the Department of Work and Pensions;
3. £nil, where the person making the **legal claim** is under 18 years of age or are a patient under section 1 of the Mental Health Act 1983.

"road traffic accident" for the purposes of this Motor Legal Care:

- means a traffic accident involving a **vehicle** and at least one other motor vehicle occurring during the **membership period** 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 the **member** or **driver** is not at fault and for which another party is at fault; and for all other parts of this notice and **your membership** terms and conditions:
- means a traffic accident involving a **vehicle** within the **territory**.

"schedule" means the document containing important details about the insurance policy, which must be read in conjunction with these terms and conditions;

"start date" means the date that this **membership** begins as shown in the **schedule**;

"uninsured losses" means losses directly arising out of a **road traffic accident** where the said losses are not otherwise covered by insurance and either damage occurs to a **vehicle** and/or any personal effects owned by **you** (or **your** passengers) and/or you (or your passengers) suffer death or bodily injury;

"vehicle based membership" means a **membership** providing benefits to drivers of the **vehicles**.

All **memberships** include cover for Motor Legal Care as set out in this notice.

What is covered

We will cover the **member** or **driver** and their passengers against the **legal costs** of **legal proceedings** incurred in connection with the pursuit of a **legal claim** for **uninsured losses** sustained within the **territory** during the **membership period**.

Our legal claims handler will negotiate to recover the **member's** or **driver's** and their passengers' **uninsured losses** in the event of a **legal claim** which, in **our legal claims handler's** opinion, has a greater than 51% chance of success following a **road traffic accident**.

If **our legal claims handler** appoints a **legal representative**, we will cover their costs up to £50,000 per **legal claim**.

What is not covered

1. **We** will not cover the **policy excess** where the **legal claim** is for personal injury.
2. **We** will not provide **uninsured loss** recovery if in **our** 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.
3. **We** will not provide cover for appeals.

4. **We** will not cover **legal costs**:
   a) incurred before **our legal claims handler** has confirmed acceptance of the **legal claim** in writing;
   b) where, but for the existence of **your RAC membership**, you are entitled to indemnity under any other policy;
   c) exceeding any amount approved by **us** or **our legal claims handler** or in any event above the limits of cover set out in this notice;
   d) for **legal claims** directly or indirectly, caused by, contributed to or arising from:
      i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
      ii. a **road traffic accident** occurring during a race, rally or competition;
      iii. incurred following a payment into court or offer to settle by a third party unless **we** or **our legal claims handler** has authorised **you** and/or **your** passengers in writing to continue with the **legal claim** after the payment into court or offer to settle or **you** and/or **your** passengers are ultimately awarded or settle for more than the amount of the payment in or offer to settle;
      iv. incurred if **you** and/or **your** passengers withdraw instructions from the **legal representative** or from the **legal proceedings** without **our legal claims handler's** prior consent, unless **our legal claims handler's** consent is withheld without good reason. This is not intended to restrict **your** and/or **your** passengers right to choose a legal representative in the event of a conflict of interest, or where it becomes necessary to issue court proceedings;
      v. for any expert witness unless previously agreed by **our legal claims handler**;
      vi. where **you** and/or **your** passengers are responsible for any delay which is prejudicial to the **legal claim** or where **you** and/or **your** passengers fail to give proper instructions in due time to **our legal claims handler** or the **legal representative**;
      vii. where **you** and/or **your** passengers have pursued a **legal claim** without **our legal claims handler's** consent or in a different manner from that advised by the **legal representative**; or
      viii. for **you** and/or **your** passengers to obtain a second opinion if you and/or your passengers do not agree with the decision of the **legal claims handler** or **us** that **your** and/or **your** passengers **legal claim** is not covered under this notice.

Telephone Motoring Legal Helpline

We will provide the following helpline services which are open 24 hours a day, seven days a week all year round. **You** can contact **us** on 0870 010 5670.

Members and **drivers** have access to a telephone legal helpline which will provide **you** with initial legal advice in relation to the use of a **vehicle** within the **territory**. Where possible **we** will advise what **your** legal rights are, which options are available to **you** and how best to implement them and/or whether **you** need to consult with a lawyer.

We are unable to provide any legal advice in relation to any business or commercial matter or any additional legal advice where, in **our** opinion, **we** have given **you** the options available to **you**.

Conditions

The following conditions will apply to Motor Legal Care under this notice.

1. **You** and/or **your** passengers must report a **legal claim** to **us** as soon as possible and in any event no later than 180 days after the date **you** and/or **your** passengers knew or should have known about the **legal claim**.
2. During the course of any **legal claim you** and/or **your** passengers must take all available steps to recover the legal costs in the **legal proceedings**.
3. During the course of the **legal claim we** and **our legal claims handler** will have the right of direct access to the **legal representative**.
4. **We** or **our legal claims handler** will appoint any **legal representative** from **our** panel; however, in the event that the **legal claim** is not settled by negotiation and it becomes necessary to start court proceedings or if there is a conflict of interest, **you** and/or **your** passengers do not have to continue to instruct the **legal representative** nominated by **us** or **our legal claims handler** and **you** and/or **your** passengers may propose another legal representative by sending to **our legal claims handler** the name and address of the suitably qualified legal representative **you** propose. If **our legal claims handler** does not agree with **your** and/or **your** passengers choice of legal representative **you** and/or **your** passengers may propose another who must meet the conditions set out in the definition of **legal representative**. If **our legal claims handler** is still unable to agree with **you** and/or **your** passengers on a suitable legal representative, it will ask the Law Society, or another body of similar standing, to name a further legal representative. **You** and/or **your** passengers and **our legal claims handler** must accept this nomination. In the meantime, **our legal claims handler** may appoint a legal representative to act on **your** and/or **your** passengers behalf to safeguard **your** and/or **your** passengers interests.
5. **You** and/or **your** passengers must not incur or enter into an agreement to incur any costs, including those incurred with the **legal representative**, without **our legal claims handler's** prior acceptance. In order to use this benefit, the **legal representative** must act for **you** and/or **your** passengers in accordance with **our legal claims handler's** standard terms of appointment which are available upon request.

6. **You** and/or **your** passengers must co-operate at all times in the completion of any necessary documentation and/or provision of information requested either by **us** or by the **legal representative**. **You** and/or **your** passengers must also not do anything which may prejudice **your** and/or **your** passengers **legal claim** or **our legal claims handler's** position in respect of the **legal claim**.
7. Disputes with **us**, **our legal claims handlers** or any **legal representatives** under this notice will not be covered except as provided for under **our** complaints procedure.
8. Any such disputes in respect of the acceptance, refusal, control or handling of any **legal claim** under this notice may be referred to arbitration, which will be decided by counsel, or an appropriate body, chosen jointly by **our legal claims handler** and **you** and/or **your** passengers.
9. **You** and/or **your** passengers shall take all reasonable steps to:

a) prevent any occurrence which may give rise to a **legal claim**; and
b) mitigate the losses that arise from an incident leading to a **legal claim** and throughout the duration of such **legal claim**.

10. **You** and/or **your** passengers shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **our legal claims handler**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority.
11. **We** or **our legal claims handler** may take over and conduct the **legal claim** and may, subject to **your** and/or **your** passengers interests, settle the **legal claim** in **your** and/or **your** passengers name. In addition, **we** or **our legal claims handler** may decide not to commence or to terminate **legal proceedings** at any time and pay **you** and/or **your** passengers up to or equal to the amount **you** and/or **your** passengers are claiming for or the amount being claimed against **you** and/or **your** passengers.
12. Every written notice or communication shall be sent to **you** and/or **your** passengers at the last address known to **us** or **our legal claims handler**.

Additional Services Provided by RAC

If a **member** or a **driver** requires additional services related to a **vehicle** that are not covered under **your membership** and Motor Legal Care, **we** may be able to arrange appropriate additional services at the **member** or the **driver's** (as appropriate) request for an additional cost. For example to:

1. purchase any parts necessary to complete a repair of the **vehicle**;
2. receive specialist services to complete a repair of the **vehicle**; or
3. receive the road traffic accident recovery services offered below.

The charge for any additional service provided or arranged by **RAC** will be agreed with the driver or member when they request the service and before any costs are incurred.

If any person requests a service under the **membership** that is not covered by **your membership**, the **lead member** will become liable for any costs relating to the service provided. To limit the risk of the **lead member** having any unexpected costs, **we** will ask for proof of identity of the person in question to confirm whether they are a **member** or a **driver** and, where possible, **we** will charge the person the costs of the service upfront; however, **we** recommend that the **lead member** ensures all **members** and **drivers** obtain its prior consent to **us** providing such services outside the terms under any section of this **membership**.

Road Traffic Accident Services

In the event that **you** have a **road traffic accident** within the **territory**, **we** may be able to provide **you** the following additional services.

Road Traffic Accident Assistance

If a **vehicle** cannot be driven as a result of a **road traffic accident** within the **territory**, **we** can arrange for the recovery of the **vehicle** up to a maximum of 150 miles as measured by **us** from the location of the **road traffic accident** for an additional charge (as **your membership** does not cover attendance for a **road traffic accident**, fire, flood, theft or act of vandalism). The charge for this service will be agreed with the **member** or the **driver** (as applicable) when they request road traffic accident assistance and before any costs are incurred. This charge will vary depending upon the level of assistance required.

You will be liable to pay the road traffic assistance charge within 180 days of the recovery and in a single instalment. However, the **member** or **driver** may be entitled to recover this from their motor insurer. This will be subject to the terms and conditions of the relevant motor insurance policy. Alternatively, the **member** or **driver** may be able to recover this cost from a third party or their insurer, if the third party is considered liable for the **road traffic accident**.

If **we** or **our legal claims handler** has enough information, **we** or **our legal claims handler** can give **you** a preliminary view on **your** right to recover the road traffic accident assistance charge and, if applicable, **we** or **our legal claims handler** can assist **you** in recovering the charge. However, **we** or **our legal claims handler** will not be able to confirm that the **member** or **driver** will be able to recover all or some of the road traffic accident assistance charge.

Post Accident Assistance

If a **member** or **driver** notifies **our legal claims handler** of a **road traffic accident** within the **territory**, **our legal claims handler** will record all of the relevant information about the **road traffic accident** provided by the **member** or **driver** and provide a copy of such record to the **member** or **driver**, if requested. In addition, with the permission of the insurer of the **member** or **driver's** motor insurance policy that will or may provide insurance cover for the **road traffic accident**, **our legal claims handler** can report details of **your road traffic accident** to them and ask them to contact the **member** or **driver** at a convenient time to discuss the insurance claim. **Our legal claims handler** can also assist **you** in determining whether the **vehicle** can be driven following the **road traffic accident** through asking the **member** or **driver** a series of questions.

Replacement Vehicle Assistance

If a **member** or **driver** is involved in a **road traffic accident** within the **territory**, **our legal claims handler** will assist **you** in hiring a replacement **vehicle** for the period that the vehicle is immobilised as a result of and/or whilst it is being repaired following the **road traffic accident** if:

1. **you** complete a hire and credit agreement with the hire car company;
2. **you** comply with the terms and conditions of the hire car company selected by **us**, which may include geographical restrictions;
3. **you** confirm that there is not a courtesy car benefit included within **your** motor insurance policy as a result of the **road traffic accident** in question;
4. a third party driver is responsible for the **road traffic accident** and their insurers do not dispute that the third party is responsible for the **road traffic accident**; and
5. **you** provide **us** with the name, address, vehicle registration, insurance company name and policy number of the responsible third party driver:

We or **our legal claims handler** cannot guarantee that the hire car company will be able to provide any particular make or model of replacement car and the make and model of the replacement vehicle may vary from the make and model of the **vehicle**.

We or **our legal claims hander** will not pay any costs relating to the hire car.

Complaints

We and **our legal claims handler** are committed to providing **you** with the highest standard of service and customer care. **We** and **our legal claims handler** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. If **you** would like to complain about any aspect of the service **we** or **our legal claims handler** have provided to **you** under the **membership** please contact **us** as set out below. Please bring the complaint to **our** attention as soon as **you** can as this will assist **us** and **you** to resolve the complaint as quickly as possible.

If **you** are dissatisfied with any aspect of our Motor Legal Care or Accident Care.:

- call **us** on: 08000 966 999; or
- write to **us** at: RAC Legal Customer Care, RAC House, Great Park Road, Bradley Stoke, Bristol, BS32 4QN; or
- email: legalcustomercare@rac.co.uk

If **you** contact **us** in writing or by email please provide **your** full name, contact telephone number, membership number and, where applicable, the **vehicle** registration number. Please be prepared to provide the same information if **you** call **us**. Using this complaints procedure will not affect **your** legal rights.

In the event that **we** or **our legal claims handler** 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. The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us** or **our legal claims handler**.