# RAC Legal Care

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS



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## RAC Legal Care Policy Summary



This is a summary of the policy and does not contain the full terms and conditions of the cover, which can be found in the remainder of this Legal Care policy booklet. It is important that you read the policy booklet carefully.

#### Name of the insurance undertaking

RAC Legal Care is underwritten by RAC Insurance Limited (Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW Registered No. 2355834) acting through RAC Legal Services (part of RAC Motoring Services Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW Registered No. 01424399).

#### Type of insurance and cover

The RAC Legal Care policy covers your legal costs for claims for uninsured losses including property damage, death and personal injury if you are involved in a non-fault accident, including a road traffic accident or defending you against motoring prosecutions. Any incident which gives rise to a claim must occur during the period of insurance.

#### Significant features and benefits

Your policy includes the following features, which are explained in detail in this booklet:

Cover	Benefit
Recovery of uninsured losses	Cover up to £100,000
Defence against a motoring prosecution	Cover up to £10,000
Replacement vehicle assistance	Arranging a replacement vehicle for you, if you need one.
Legal advice helpline	Access to a telephone legal advice helpline which will provide initial legal advice on any matter of private law under the laws of the United Kingdom, Isle of Man or Channel Islands.

#### 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 51% or greater chance of being acquitted (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 51% or greater 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 f of 'General conditions')
- 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 12 months from the date of commencement, or as otherwise shown in your welcome letter and/or renewal letter supplied to you by us.

### Your Right To Cancel

You have the right to cancel your policy within 14 days from the date of purchase of the contract or the date on which you receive your policy documentation, whichever is later, ('the Cancellation Period'). If you cancel this policy after the Cancellation Period or you have made a claim on this policy, you will not be entitled to a refund.

#### How to Claim

To take advantage of any of the benefits under this policy, including making a claim, you must first call us on 0330 159 0276 (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: 0330 159 0276

E-mail: legalcustomercare@rac.co.uk

#### Financial Ombudsman Service

If we've not resolved your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us.

### Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensations Scheme (FSCS). If it is unable to meet its obligations, you may be entitled to compensation from this scheme

# 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 an accident for which they were not at fault, including a road traffic accident during the period of insurance. We have not provided you with a personal recommendation as to whether this RAC Legal Care policy is suitable for your specific needs.

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

# RAC Legal Care 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 0330 159 0276. For our joint protection, telephone calls may be recorded and/or monitored. This policy should be read in conjunction with the welcome letter and/or renewal letter 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** Welcome/Renewal Letter, 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 welcome letter/ renewal letter;
- any changes to your RAC Legal Care 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.

## Your Right To Cancel

You have the statutory right to cancel your policy within 14 days either from the day of purchase or renewal of the policy or the day on which you receive your policy or renewal documentation, whichever is the later.

If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a full refund of the premium paid provided there has been no claim or incident likely to give rise to a claim.

To exercise your right to cancel, please write to:

Legal Care Manager RAC House Great Park Road Bradley Stoke Bristol BS32 40N

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

For your cancellation rights outside the statutory cooling-off period, please refer to the General Conditions section of your 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:

#### Accident

An accident occurring during the **period of insurance** in the **territory** for which **you** are not at fault and for which another party is at fault.

#### 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 accident or 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

Means RAC Legal Services, part of RAC Motoring Services, or a representative appointed by us.

#### 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, which must be within the **United Kingdom**, the Isle of Man or the Channel Islands, where you must reside permanently.

#### Period of Insurance

The period you are covered by this policy as specified in your Welcome Letter/Renewal Letter supplied to you by us.

#### Motor Insurance Policy

Any 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**. The vehicle must be used for social domestic, pleasure and commuting only and must not be a taxi or commercial vehicle or used in connection with **your** trade or profession.

#### 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 an accident or 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 Welcome Letter/Renewal Letter 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**, and any **insured** carried as a passenger in any vehicle or as a pedestrian at the time of an **accident** or **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 of private law 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.

Legal advice is only available in **your** capacity as a private individual and will not extend to providing advice in any business or commercial context whatsoever.

### 2. Legal Defence

Subject to the following conditions we 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 citation. 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 citation or summons or other summary process or where the prosecution alleges dishonesty or violence or which arises from alcohol, drugs or parking related offences.

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.

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.

- 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.
- During the course of any claim you must take all available steps to recover the legal costs in the legal proceedings.
- 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;
  - 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.
- 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:
  - 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 any government or public or local authority.

- The insured shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this policy.
- k. 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.
- 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.
- m. 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.
- Every written notice or communication by RAC shall be sent to the insured at the last address known to RAC Legal Services.
- o. 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.
- For insurance purposes, the home state of RAC Legal Services and RAC Insurance Limited is the United Kingdom.
- q. Following the expiry of your statutory cancellation period, you continue to have the right to cancel your policy at any time, but no refund will be available. To cancel this policy please write to:

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

## 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 0330 159 0276. For our joint protection calls may be recorded and/or monitored. If **we** cannot resolve **your** complaint within 24 hours, **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 have the right to refer the matter to the Financial Ombudsman Service at the following address:

South Quay Plaza 183 Marsh Wall London E14 9SR

## Use of Language

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

# Policy Renewal

RAC will send you an invitation to renew this policy 21 days before the expiry of this insurance. Where the policy premium has been paid using your credit or debit card, RAC will renew the insurance contract automatically through the original payment method on the expiry of the 21 day period unless you give RAC written notice that you do not wish us to do so.

# To Make A Claim Or Obtain Legal Advice Under This Policy

Call **us** on 0330 159 0276 quoting **your** policy number.

For our joint protection, telephone 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 accident or 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.

# 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, or by writing to:

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London FC3A 70U

# Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is RAC Motoring Services (RACMS), (Company No: 1424399), RAC House, Brockhurst Crescent, Walsall, WS5 4AW. RACMS will share the information you provide, together with other information, with our group companies. We (RAC group companies) may use this for administration, marketing, customer services and profiling your purchasing preferences. We may disclose your information to our service providers and agents for these purposes. We may keep your information for a reasonable period to contact you about our services.

It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if **we** were dealing with it.

When you give us information about another person, you confirm that they have authorised you to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of your information (for which we will charge a small fee) and to correct any inaccuracies.

We may record telephone calls for staff training and evidential purposes.

We offer motoring and travel related products such as breakdown services, hotel bookings and vehicle inspections, sales and leasing. We also offer financial products such as insurance, loans and credit cards. We may also share your information with our business partners. If you have indicated your agreement we, or they, may contact you by mail, telephone, fax, email or SMS/MMS to let you know about any goods, services or promotions that may be of interest to you. If you decide you do not wish to receive such information in these ways please inform us but remember this will prevent you from receiving our special offers or promotions. To contact us write to us at:

RAC Motoring Services Customer Services Department (DP) FREEPOST 186 PO Box 408 Bristol BS99 7BR

## Status Disclosure

RAC Legal Care 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 fca.org.uk/register.

## 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 0330 159 0276 between 9am and 5pm Monday to Friday or write to:

RAC Legal Care Great Park Road Bradley Stoke Bristol BS32 40N

# Telephone charges

Please note we do not cover the cost of making or receiving telephone calls. Our calls may be monitored and/or recorded.

Call charges may apply. Please check with your telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans.