

RAC Van Insurance Motor Legal Care Policy Wording:

Based upon the information you have provided; this product will satisfy the needs of someone who requires motor legal expenses upto £100,000 for any one claim that occurs during the period of insurance.

Any words in this policy booklet that are in bold type are defined. Please see the Definition of Words which explains the meaning of each defined word.

This RAC Van Insurance Motor Legal Care policy is intended to provide cover for the costs of making a claim against another person who is at fault for a road traffic accident or accident. It also provides **you** with a motoring legal helpline. It meets the demands and needs of those who wish to ensure such risks relating to road traffic accidents are met now and in the future.

This policy booklet contains the benefits, conditions and exclusions that apply to the policy. **You** must meet these conditions or **we** may not provide **you** with cover.

Please read this policy booklet and the policy documents carefully to ensure it meets **your** demands and needs. If **you** have any questions or would like more information, please contact **us** on 0330 332 8311.

Please ensure these documents are kept in a safe place. If you cannot find any of **your** documents, call **us** on 0330 332 8311 to request a replacement.

This policy booklet together with the policy documents is the contract of insurance between **you** and RAC Insurance Limited in respect of cover provided under section A of 'Policy Benefits' and RAC Motor Services in respect of cover provided under Section B of 'Policy Benefits'.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and the **policy documents**) and other information relating to this contract will be in English.

Law

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

Who is covered

This policy covers the **policyholder** and each other **insured** named on the **policy documents** when they are driving or are a passenger in a motor vehicle. It also covers any passenger in a motor vehicle being driven by a **policyholder** or any other **insured** named on the **policy documents**, but only for the insured benefits set out in section 1 of the Policy Benefits.

Each **insured** must comply with the terms and conditions under this policy. Any failure of an insured to do so may impact on their rights and the rights of any other **insured** under this policy, including whether any **insured** can make a claim. The **policyholder** should ensure that each insured named on the **policy documents** is made aware of this.

Limits of cover

Your cover under this policy is subject to limits as set out below in the applicable sections.

Your rights to change your policy

For any changes you require to make to your RAC Van Motor Legal Expenses insurance, including cancellation, please see your RAC Van Insurance Policy wording and **policy documents**.

Other Changes to the policy terms and conditions

In addition to **our** right to review the terms and conditions for policies at the end of the **period of insurance** if the **policyholder** renews the policy, **we** can make changes to the policy terms and conditions at any time:

1. To respond proportionately to changes in general law in the territory or Europe or decisions of the Financial Ombudsman Service;
2. That are necessary to meet regulatory requirements;
3. To reflect new industry guidance and codes of practice which increase the standards required for consumer protection; and/or
4. To make the policy terms and conditions clearer and fairer to you.

Any change to the policy terms and conditions (together with the reasons for such changes) will be notified to the **policyholder** at least 21 days in advance of the date that the change is due to take effect. We recommend the **policyholder** notifies any **insured** that is affected by the change.

If the change disadvantages any **insured**, the **policyholder** may cancel the policy immediately by contacting us.

Definition of Words

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

"insured/"you"/"your"

- i) the **policyholder**;
- ii) any person named on the **policy documents** who principally resides at the same address as the **policyholder**; or
- iii) in respect of section 1 (insured benefits) of the Policy Benefits only, any person when carried as a passenger in any vehicle being driven by the **policyholder**, or any other person named on the **policy documents** who principally resides at the same address as the **policyholder**;

"legal claim"

means a claim from an **insured** relating to an incident which **our legal claims handlers** or our appointed **legal representative** accept as falling within the terms of this policy;

"legal claims handler"

means RAC Accident Helpline, operated by Motorplus Limited t/a Coplus, authorised and regulated by the Financial Conduct Authority, or another representative of **RAC**;

"legal costs"

means the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by or on behalf of an **insured** and authorised by **our legal claims handler** in pursuing or defending a **legal claim** and/or the reasonable costs of a third party for which the **insured** is 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 an **insured's uninsured losses** either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory**;

"legal representative"

means the solicitors or other qualified experts appointed by **our legal claims handler** to act for an **insured** 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**;

"motor insurance policy"

means the **policyholder's** RAC Van insurance policy covering the **policyholder** 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;

"period of insurance"

means the period during which **you** are covered by this policy, as specified in the **policy documents**;

"policyholder"

means the person named as such on the **policy documents**;

"RAC"/"we"/"us"/"our"

means RAC Insurance Limited in respect of section A of 'Policy Benefits' and RAC Motoring Services in respect of section B of 'Policy Benefits', and each of their authorised agents;

"road traffic accident"

means an incident involving a vehicle including an incident affecting a passenger in such a vehicle, during the **period of insurance** on a public highway or on a private road or a carpark to which the public has an uninterrupted right of access for which **you** and/or **your** passengers were not at fault and for which another party was at fault;

"policy documents"

means the document issued to you by RAC Van Insurance containing important details about your RAC Van Insurance policy, which must be read in conjunction with these terms and conditions;

"territory"

In the case of Section 1 (**Uninsured Loss Recovery**) means [the **United Kingdom**] and:

Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South),

Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, (except overseas territories outside of Europe), Jersey, Guernsey and the Isle of Man.

In the case of Section 2 (Motoring Legal Helpline):

- **United Kingdom**, Jersey, Guernsey and the Isle of Man;

"Uninsured losses"

means losses directly arising out of a **road traffic accident** when **you** are driving a motor vehicle or are a passenger in any motor vehicle where such 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; and

"United Kingdom"

means England, Scotland, Wales and Northern Ireland.

Policy Benefits

Section A – Insured benefits

1. Uninsured Loss Recovery

What is covered

We will cover **your legal** costs incurred by **you** in relation to **legal proceedings** in respect of a **legal claim** for **uninsured losses** sustained following an **accident** or following a **road traffic accident** when **you** are driving a motor vehicle or are a passenger in any motor vehicle for which **you** were not at fault and which another party was at fault, in the **territory** during the **period of insurance** as set out below.

Our legal claims handler will negotiate to recover your **uninsured losses** in relation to a **legal claim** which in **our legal claims handler's** opinion has a 51% or greater chance of success.

If **our legal claims handler** appoints a **legal representative** in relation to such **legal proceedings**, **we** will cover the costs of the **legal representative** up to £100,000 per **legal claim** sustained by **you** in the **territory**.

What is not covered

We will not cover any claims arising from medical treatment or care received by **you**, nor any costs not approved in advance by **our legal claims handler**.

Section B - Non-Insured benefits

1. Motoring Legal Helpline

What is covered

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 0330 159 0231.

You 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.

What is not covered

We are unable to provide any legal advice in relation to any matter related to a trade, business or profession, judicial review or any additional legal advice where, in our opinion, we have given you the options available to you.

General Exclusions

The following exclusions apply to **your** RAC Van Insurance Motor Legal Care policy:

1. **We** will not provide cover for appeals.
2. **We** will not cover **legal costs**:
 - a) incurred before **our legal claims handler** has confirmed acceptance of the **legal claim** in writing;
 - b) exceeding any amount approved by **us** or **our legal claims handler** or in any event above the limits of cover set out in this policy;
 - c) incurred in respect of **legal proceedings** if in **our legal claims handler's** expert 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;
 - d) incurred in respect of **legal proceedings** arising from alcohol, drugs or parking related offences;

- e) 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;
 - f) incurred following a payment into court or offer to settle by a third party unless **we** or **our legal claims handler** has authorised **you** in writing to continue with the legal claim after the payment into court or offer to settle or **you** are ultimately awarded or settle for more than the amount of the payment in or offer to settle;
 - g) incurred if **you** 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** right to choose a **legal representative** in the event of a conflict of interest, or where it becomes necessary to issue court proceedings;
 - h) for any expert witness unless previously agreed by our **legal claims handler**;
 - i) where **you** are responsible for any delay which is prejudicial to the **legal claim** or where **you** fail to give proper instructions in due time to **our legal claims handler** or the **legal representative**;
 - j) where **you** 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
 - k) for **you** to obtain a second opinion if **you** do not agree with the decision of the **legal claims handler** or **us** that the **legal claim** is not covered under this policy.
3. **We** will not cover any claim where the event giving rise to the claim occurred prior to this policy being purchased or (if applicable) prior to the date when **you** were added as a named person on the **policy documents**.
 4. **We** will not provide any service under this policy if **we** are prevented from doing so in circumstances beyond **our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances **we** will take steps to prevent or minimise the effects of such circumstances.
 5. **We** will not cover any claim to the extent that it exceeds the limit of cover set out in the applicable section of the policy benefits.

Conditions

The following conditions apply to **this** RAC Van Insurance Motor Legal Care policy:

1. **You** must report a **legal claim** to **us** as soon as possible and in any event no later than 180 days after the date that **the insured** making the claim knew or should have known about the **legal claim**.
2. During the course of any **legal claim** you 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** do not have to continue to instruct the **legal representative** nominated by **us** or our **legal claims handler** and **you** 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 choice of **legal representative**, **you** 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 the **insured** 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 our **legal claims handler** must accept this nomination. In the meantime, **our legal claims handler** may appoint a **legal representative** to act on **your** behalf to safeguard **your** interests.
5. **You** 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** in accordance with **our legal claims handler's** standard terms of appointment which are available upon request.
6. **You** must co-operate at all times in the completion of any necessary documentation and/or provision of information requested either by **our legal claims handler** or by the **legal representative**. **You** must also not do anything which may prejudice a **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 policy will not be covered except as provided for under **our** complaints procedure. Any such disputes in respect of the acceptance, refusal, control or handling of any **legal claim** under this policy may be referred to arbitration, which will be decided by counsel, or an appropriate body, chosen jointly by **our legal claims handler** and **you**.
8. **You** 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.

9. **You** 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.
10. **We** or **our legal claims handler** may take over and conduct the **legal claim** and may, subject to **your** interests, settle the **legal claim** in **your** 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** up to or equal to the amount **you** are claiming for or the amount being claimed against **you**.
11. Every written notice or communication shall be sent to **you** at the last address known to **us** or **our legal claims handler**.

Misuse of policy

You must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse the policy by, including but not limited to, any of the following:
 - a) persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
 - b) false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
 - c) providing false information in order to obtain a service that would not otherwise be covered under the policy;
 - d) knowingly allow, or not take reasonable care to prevent, someone not covered by the policy attempting to obtain a service under this policy.

In the event that this condition is not complied with, **we** will contact the **policyholder** to discuss **our** concerns and if the concerns are not dealt with within a reasonable time or cannot be dealt with **we** reserve the right to:

1. Restrict the cover available to the **policyholder** at the next renewal;
2. Restrict the payment methods available to the **policyholder**;
3. Refuse to provide any services to any **insured** under this policy with immediate effect;
4. Immediately cancel this policy in accordance the cancellation provisions; and/or
5. Refuse to sell any services or policies in the future.

We will notify the **policyholder** in writing in the event that **we** decide to take any action outlined above.

If any claim is found to be fraudulent in any way, the policy will be cancelled immediately and all claims forfeited and **we** may also take any of the additional steps as set out above.

How to contact us

For general enquiries about the policy, including changes **we** need to know about and renewals please contact us as follows:

Call **us** on 0330 332 8311; or

Write to **us** at:

RAC Van Insurance iGO4 House Staniland Way Peterborough PE4 6JT

If **you** contact **us** in writing please provide **your** full name, contact telephone number, policy number and, where applicable, the vehicle registration number. Please be prepared to provide the same information if **you** call **us**.

If **you** have any problems reading this policy booklet **you** can contact **our** customer services department on 0330 332 8311 for a large font or Braille version.

Complaints

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 **you** did not receive the standard of service **you** expected. If **you** would like to complain about any aspect of the service, **we** have provided to **you** under the policy 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.

Complaints about the Insured Benefits (section A) Complaints should be made using the following details:

Call: 0330 241 9580
Email: qtmail@coplus.co.uk
Quality Assurance Team
Motorplus Limited t/a Coplus
Floor 2 Norfolk Tower
48-52 Surrey Street
Norwich NR1 3PA

Complaints about the Motoring Legal Helpline (section B) Complaints should be made using the following details:

Call: 0800 051 4568
Email: legalcustomercare@rac.co.uk
RAC Legal Customer Care
RAC House
Great Park Road
Bradley Stoke
Bristol BS32 4QN

If **you** contact **us** in writing or by email, please provide **your** full name, contact telephone number, policy number and, where applicable, the vehicle registration number. Please be prepared to provide the same information if **you** call **us**.

Financial Ombudsman Service

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 at the following address:

The Financial Ombudsman Services
Exchange Tower
London
E14 9SR

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

If **your** complaint relates to any provision of services provided by RAC Motoring Services under Sections B of the 'Policy Benefits', **you** will not be able to refer **your** complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme Arrangements

RAC Insurance Limited (in relation to Section A of the 'Policy Benefits') is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations, **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
P.O Box 300
Mitcheldean
GL17 1DY

The benefits provided by RAC Motoring Services under Section B of this policy are not covered by the FSCS.

Data Protection Act – Information Uses

Data protection statement

For information about how we will use **your** data, please see **your** main RAC Van **motor insurance policy**.

Call Information and Charges

03 numbers are charged at national call rates and are usually included in your inclusive minute's plan. For our joint protection, calls may be recorded and/or monitored. The RAC accident helpline is operated by Motorplus Limited t/a Coplus, authorised and regulated by the Financial Conduct Authority.