

RAC Legal Care Policy Document

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RAC Legal Care Policy Summary

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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: 8 Surrey Street, Norwich NR1 3NG Registered No. 2355834) acting through RAC Legal Services (part of RAC Motoring Services Registered Office: 8 Surrey Street, Norwich NR1 3NG 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 an accident or a non-fault road traffic accident.

Significant features and benefits

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

Cover	Benefit
Recovery of uninsured losses	Indemnity up to £100,000
Defence against a motoring prosecution	Indemnity up to £5,000
Replacement vehicle assistance	Through a hire and credit agreement with a hire company selected by RAC Legal Services
Legal advice helpline	Covers initial advice on any private legal matter

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:

- Prosecutions in courts other than Magistrate's courts (See Section 2 of 'Policy Benefits')
- Prosecutions where you do not have a reasonable chance of being acquitted (See Section 2 of 'Policy Benefits')
- Prosecutions for drink or drugs related or parking offences (See Section 2 of 'Policy Benefits')
- Uninsured loss claims which do not have a reasonable chance of success (See Section 3 of 'Policy Benefits')
- RAC will, where appropriate, appoint a Legal Representative from it's panel of solicitors to pursue the claim by negotiation. If it becomes necessary to issue proceedings, you will have the option to choose your own solicitor (See Section 3 of 'Policy Benefits')
- Replacement vehicle assistance is not provided outside the United Kingdom and is only provided when the other driver's insurers do not dispute liability for the accident. The benefit does not apply to taxis. The make and model of the replacement vehicle may vary from the car insured (See Section 4 of 'Policy Benefits')
- Claims caused by faults in the vehicle or incorrect servicing (See Section h.i of 'General Conditions')
- RAC will only accept claims notified to us within 180 days of the incident giving rise to the claim (See Section a of 'General Conditions').

Duration of Policy

The policy will remain in force for 12 months from the date of commencement, or as otherwise shown on your certificate of legal expenses insurance.

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 the later.

How to Claim

Telephone us on 0870 010 5670. Calls may be recorded and/or monitored.

Complaints

We hope that you will be very happy with the service we provide. However, if for any reason you are unhappy with this, we would like to hear from you. Please refer to your Policy Booklet for details on the complaint procedure.

An enquiry or complaint about the terms of this Policy may be made to RAC Legal Services at Great Park Road, Bradley Stoke, Bristol, BS32 4QN or by calling us on 0870 010 5670. Calls may be recorded and/or monitored.

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

Financial Services

Compensation Scheme

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are members of the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations you may be entitled to compensation from the scheme, depending on your type of insurance and circumstances of any claim. Further information about compensation scheme arrangements is available on the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

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 us. If You have any questions or would like more information please contact Us on 0870 010 5670. Calls may be recorded and/or monitored. This policy should be read in conjunction with the certificate of legal expenses insurance provided to You by RAC Legal Services.

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 or a Road Traffic Accident. 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.

Definitions

Unless the context otherwise requires, the following words have the following meanings:

You/Insured

The person or persons named in the certificate of legal expenses insurance that applies to this policy, and

Any passengers carried in a 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 pedestrian.

Accident

An accident occurring during the Period of Insurance for which the Insured is not at fault and for which another party is at fault.

Legal Costs

The reasonably 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

The 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

The pursuit of a claim for 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 Policy, and

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 Us to act for the Insured 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.

Motor Insurance Policy

Any policy covering the Insured 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 the Insured is covered to drive under a Motor Insurance Policy; and any commercial trailer properly constructed to be towed by such vehicle and which is attached to it by normal means for towing.

Period of Insurance

The period specified in the certificate of legal expenses insurance supplied to You.

RAC/We/Us/Our

RAC Insurance Limited (Registered Office: 8 Surrey Street, Norwich NR1 3NG Registered No. 2355834) acting through RAC Legal Services (part of RAC Motoring Services (Registered Office: 8 Surrey Street, Norwich NR1 3NG Registered No. 01424399) of Great Park Road, Bradley Stoke, Bristol BS32 4QN.

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 the Insured is 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:

- Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the Republic of Ireland, and mainland Europe west of the Urals.

In the case of Replacement Vehicle Hire:

- Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.

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 the Insured or the Insured suffers death or bodily injury.

Policy Benefits

1. Telephone Legal Helpline

The Insured will have access to a telephone legal helpline which will provide initial legal advice on any matter of private law.

2. Legal Defence

Subject to the following conditions RAC will indemnify the Insured against the Legal Costs of Legal Proceedings incurred in connection with the defence of a motoring prosecution brought against the Insured in connection with criminal proceedings involving the Motor Vehicle in the Territory.

RAC will appoint a Legal Representative to act on behalf of the Insured following receipt of a summons or citation by the Insured. The Insured 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. The Insured must not do anything which may prejudice his or her case or RAC's position in respect of the claim.

Legal Defence cover will not be provided where there is no reasonable prospect of being acquitted on a citation or summons or other summary process or where the prosecution alleges dishonesty or violence or which arises from drink, drugs or parking related offences.

The Legal Defence indemnity is subject to a maximum limit of £5,000 per claim.

Legal Defence applies following a prosecution in courts of summary jurisdiction.

3. Uninsured Loss Recovery

Subject to the following conditions RAC will indemnify the Insured against the Legal Costs of Legal Proceedings incurred in connection with the pursuit of a claim for Uninsured Losses sustained in the Territory.

RAC will appoint a Legal Representative from its panel to pursue the claim by negotiation. In the event that the claim is not settled by negotiation and it becomes

necessary to issue proceedings, the Insured does not have to continue to instruct the Legal Representative nominated by RAC and may propose another Legal Representative.

If RAC and the Insured are unable to agree on a suitable Legal Representative, RAC will ask the Law Society to name a further Legal Representative. RAC and the Insured must accept the Law Society's nomination. In the meantime, RAC may appoint a Legal Representative to act on behalf of the Insured to safeguard his or her interests.

The Insured 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. The Insured must also not do anything which may prejudice his or her case or RAC's position in respect of the claim.

Uninsured Loss Recovery will not be provided if the claim does not have a reasonable chance of success or there is not a reasonable chance of successfully recovering a substantial proportion of any damages which may be awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist.

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

4. Replacement Vehicle Hire

This benefit only applies following Road Traffic Accidents in the United Kingdom and does not apply where the Motor Vehicle is a taxi.

If the Insured is involved in a Road Traffic Accident RAC may, subject to 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. Replacement Vehicle Hire will only be available if no courtesy car entitlement is included within the Insured's 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 Hire assistance the Insured must obtain the following details of the responsible third party:

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

The Insured 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.

Following the hire of the replacement vehicle RAC will indemnify the Insured against the Legal Costs of Legal Proceedings incurred in connection with the pursuit of a claim for the recovery of the cost of hire as an Uninsured Loss.

General Conditions

- a. To make a claim the Insured must notify RAC of the claim in writing as soon as reasonably possible and in any event within 180 days of the occurrence of the incident leading to the claim.
- b. During the course of any claim the Insured must take all available steps to recover the Legal Costs in the Legal Proceedings.
- c. During the course of the claim RAC will have the right of direct access to the Legal Representative.
- d. RAC shall not provide cover under this Policy if the Insured makes a false declaration when applying for cover.
- e. RAC will not provide cover for appeals unless the Insured has notified RAC in writing of his or her wish to appeal at least ten working days before the deadline for any such appeal and the written approval of RAC has been obtained.

- f. RAC will not cover Legal Costs:
- i) incurred before RAC have confirmed acceptance of the claim in writing
 - ii) exceeding any amount approved by RAC
 - 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 unless such withdrawal is approved by RAC
 - 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.
- g. RAC will not provide cover for claims against RAC or any company or subsidiary of Aviva plc. (Registered No.02468686).
- h. Claims directly or indirectly, caused by, contributed to or arising from:
- i) faults in the Motor Vehicle or faulty incomplete or incorrect service, maintenance or repair of the Motor Vehicle
 - ii) a Road Traffic Accident occurring during a race, rally or competition
 - iii) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - iv) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
 - v) wars, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, requisition or destruction of restrictions or controls placed on or damage to property by or under order of any government or public or local authority.
- i. The Insured shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy.
- j. The Insured shall take all reasonable steps to mitigate the losses that flow from an incident leading to a claim under this Policy and throughout the duration of such a claim.
- k. The Insured shall forward any accounts for Legal Costs as soon as they are received and, if required to do so by RAC, shall have such Legal Costs taxed, assessed or audited by the appropriate court or authority.
- l. RAC may take over and conduct the claim and may, subject to the interest of the Insured, settle the claim in his or her name.
- m. Every written notice or communication by RAC shall be sent to the Insured at the last address known to RAC Legal Services.

- n. Your policy is governed by the laws of England and Wales, unless you and RAC agree otherwise and the agreement has been put in writing by RAC. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
- o. For insurance purposes, the home state of RAC Legal Services and RAC Insurance Limited is the United Kingdom.

Complaints Procedure

An enquiry or complaint about the terms of this Policy may be made to RAC Legal Services at Great Park Road, Bradley Stoke, Bristol, BS32 4QN or by calling us on 0870 010 5670. Calls may be recorded and/or monitored. If the Insured is not satisfied with the way in which such an enquiry or complaint is dealt with, the matter should be referred in writing to the Managing Director at RAC Legal Services. If RAC cannot resolve your complaint within 24 hours, an acknowledgement that your complaint has been received will be sent to You within 5 working days following which your complaint will be investigated further.

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

Your Right To Cancel

You have a cooling off period of 14 days from the date of policy commencement or the date you receive your policy documents whichever is later. During this period, You may cancel this Policy by giving written notice to RAC. If you cancel this Policy after this period, you will not be entitled to a refund. To cancel this Policy, please write to:

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

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 RAC Legal Services on 0870 010 5670 quoting your certificate of legal expenses insurance number. Calls may be recorded and/or monitored.

All correspondence should be addressed to:

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

Information you will be asked to provide will be:

- details and documentary evidence of the Uninsured Losses

- a description of the circumstances of the Road Traffic Accident
- details of any witnesses (if applicable)
- details of any police attendance at the Road Traffic Accident (if applicable)
- name, address and motor insurance details of the person You hold responsible for causing the Road Traffic Accident and details of any other involved parties.

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

Compensation Scheme Arrangements

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

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

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

Data Protection Statement

For the purposes of the Data Protection Act 1998, the data controller in relation to the information you supply is RAC Motoring Services (Registered Office: 8 Surrey Street, Norwich NR1 3NG Registered No. 01424399).

RAC Motoring Services will share the information you provide together with other

information with other members of the Aviva plc group. We (RAC Motoring Services and other Aviva group companies) will use this for administration, marketing and customer services and profiling your purchasing preferences.

We will 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.

We may transfer your information outside of the European Economic Area, for example to New Zealand.

We will only do this where it is necessary for the conclusion or performance of a contract between us or that we enter into at your request, in your interest, or for administrative, or our own marketing purposes.

When you have given 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 a right to ask for a copy of the information (for which we charge a small fee) and correct any inaccuracies.

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

Informing You About Products And Services

We offer motoring and travel products such as breakdown services, and vehicle inspections, sales and leasing. We also offer financial products such as loans, insurance 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, e-mail or SMS/MMS to let you know about any goods, services or promotions which may be of interest to you.

If you do not wish to receive such information in these ways please inform us, but remember that this will prevent you from receiving any of 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 7RB

Authorisation for RAC Insurance Limited and RAC Motoring Services can be checked by visiting the FSA's website www.fsa.gov.uk/register or by contacting the Financial Services Authority on 0845 606 1234. Calls may be recorded and/or monitored.

Sensitive Data

If you have given us consent to use your sensitive personal data e.g. if appropriate, health data for your registration under the Motability Scheme, it will only be processed in order to provide the service requested.

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: 8 Surrey Street, Norwich NR1 3NG Registered No. 2355834) is authorised and regulated by the Financial Services Authority.

RAC Motoring Services owns 50% of RAC Insurance Limited. Both companies are wholly owned subsidiaries of Aviva plc.

RAC Legal Services is part of RAC Motoring Services (Registered Office: 8 Surrey Street, Norwich NR1 3NG Registered No. 01424399) which is authorised and regulated by the Financial Services Authority for insurance mediation activities only.



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