RAC MOTOR LEGAL EXPENSES AND COMPLETE VEHICLE HIRE INSURANCE POLICY DOCUMENT

CALL 24/7 ON **03333 609 506** FOR ASSISTANCE

proximo® forward thinking CVH

CONTACT INFORMATION

	Telephone	In Writing
Motor Claims Helpline (Section A)	**03333 609 506**	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN
Legal Advice and Claims (Sections B-D)	**0333 070 3529**	
Hire Vehicle Claims (Section E)	**03333 609 506**	

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

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

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Important information about RAC Motor Legal Expenses Insurance

1) **Your** RAC Motor Legal Expenses Insurance is a contract of insurance between **you** and RAC Insurance Limited. The contract consists of:

   a) This **policy** booklet;

   b) **Your schedule**, which tells **you** which **vehicles** are covered, how long **you** are covered for, who is covered and the cost of the cover; and

   c) Any notices **we** send **you**, for example, any letter **we** send **you** notifying **you** if there are any changes.

2) A premium is payable for the contract of insurance which will be made clear to **you** in advance of purchase.

3) RAC Motor Legal Expenses and Complete Vehicle Hire Insurance is arranged and administered by **your** broker.

4) RAC Motor Legal Expenses and Complete Vehicle Hire Insurance is intended to provide cover for the costs of;

   a) Making a claim for **uninsured losses** against a person who is at fault for a **road traffic collision** (Section A);

   b) Defending a prosecution for an alleged motoring offence (Section B);

   c) Making a claim for breach of an agreement relating to the buying, selling, repair, servicing or lease of the **vehicle** (Section C);

   d) A **hire vehicle** following a **road traffic accident** (Section E).

   It meets the demands and needs of those who wish to ensure such risks are met now and in the future.

   e) RAC Motor Legal Expenses Insurance also provides for a telephone legal helpline to assist **you** with advice on any private legal matter (Section D).

5) There is no limit to the number of claims **you** can make in any **policy period** for sections A-C. For cover under Section E, a maximum of 2 claims can be made in any **policy period**. The amount that is covered for certain types of claims or for certain sections are set out in this booklet.

Definitions

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

hire company	The company **we** instruct to provide **you** with a **hire vehicle**.
hire vehicle	The class of **vehicle** designated on **your schedule**.
hire period	The maximum period, being 14 days, that **we** will pay for the **hire vehicle** as shown within **your schedule**.
insured incident	1) For claims under Sections A-C means an incident which **we** accept as falling within the terms of this RAC Motor Legal Expenses Insurance **policy** and which, in **our** reasonable opinion, is the first incident that could lead to a claim being made. For example, issues arising from a **road traffic collision** or incident leading to a motoring prosecution. 2) For claims under Section E means a **road traffic accident** with another **vehicle**, where the insured admits to being wholly at fault and that leaves the **vehicle** a **total loss**; or a **road traffic accident** with another **vehicle**, where the insured admits to being wholly at fault and that leaves the **vehicle** damaged but deemed repairable.
legal costs	means: 1) The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending **legal proceedings**; and/or 2) The reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**.
legal proceedings	means claims arising out of an **insured incident** for; the pursuit or defence of civil legal cases for damages and/or injunctions or specific performance, or the defence of a motoring prosecution within a court of criminal jurisdiction within the **UK**.
legal representative	means **us** or the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree: 1) To try to recover all **legal costs** from the other party; 2) Not to submit any claim for **legal costs** until the end of the case; and 3) To keep **us** informed, in writing, of the progress of **legal proceedings**.
limit of indemnity	means the maximum amount payable per legal expenses claim under the **policy** which is £100,000.
maximum policy limit	A maximum of 2 claims for replacement **hire vehicles** in any 12-month period where the accident was wholly **your** fault. In the event that a **hire vehicle** cannot be provided, the maximum amount **we** will pay in lieu shall be £50.00 including VAT per day and up to a maximum of £500.00 per claim. A maximum of £50.00 including VAT towards the cost of the transfer of radio or metering equipment.
motor insurance claim	A claim made by **you** against **your** existing motor insurance policy or against a third party.
primary insurance policy	An insurance policy which is underwritten by an insurer authorised and regulated by the Prudential Regulation Authority (PRA) to undertake business in the United Kingdom and being of the following type of insurance: • Motor insurance policy – protects **your** motor **vehicle** on either a third party only, or third party, fire and theft, or comprehensive basis.

Definitions continued

policy	means this RAC Motor Legal Expenses and Complete Vehicle Hire Insurance policy that is subject to the terms and conditions in this booklet, along with **your schedule**.
policy period	means the length of time this **policy** is in force, from the start date as shown on the **schedule**.
proportionate	means the value of the claim must be greater than the costs of pursuing the claim.
RAC/we/us/our	1) For the provisions of cover under sections A-C & E means RAC Insurance Ltd. 2) For the provision of services under section D of this **policy** means RAC Motoring Services. 3) For the provision of services under section A and E of this **policy** means Proximo Ltd. 4) In each case any person employed or engaged to provide certain services on behalf of the RAC Group.
reasonable prospects of success	means a 51% or greater chance that **you** will recover **your** losses or damages in pursuit of a claim (including enforcing a judgment), make a successful defence of a claim or obtain any other legal remedy that **we** have agreed to.
road traffic collision	means a collision involving **your vehicle**, for which **you** were not at fault and another party was at fault;
road traffic accident	means an accidental collision involving **your vehicle**, and at least one other motor vehicle;
schedule	means the document outlining **your** level of cover;
standard terms of appointment	means the terms and conditions which **we** will require the **legal representative** to accept in order for **us** to cover **your legal costs**. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the claim. A copy of these terms can be requested by contacting **us**.
total loss	Where **your** motor insurer, competent repairer or motor engineer, declares the **vehicle** is beyond economic repair and offers a total loss settlement following an **insured incident**.
UK	means the United Kingdom of Great Britain and Northern Ireland.
uninsured losses	means **your** losses directly arising out of a **road traffic collision** that are not covered by insurance.
vehicle	The licenced Private Hire or Chauffeur vehicle, which holds a valid licence/permit to operate as issued by the appropriate local authority or by the PCO (Public Carriage office) identified as the insured vehicle in **your** motor insurance **schedule**.
you/your	means the person who has purchased this insurance, is authorised to drive the **vehicle** and is named in the **schedule**.

Your Motor Legal Expenses Insurance Cover

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

Section A - Uninsured Loss Recovery

What is covered

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

1) Provide **you** with help and advice. **You** must call the motor claims helpline on 03333 609 506 straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
2) Put **you** in touch with **our legal representative**, who will assess **your** claim; and
3) If **our legal representative**, in their reasonable opinion, agrees **your** claim (including an appeal or defence of an appeal) has **reasonable prospects of success**, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

If the **legal proceedings** are going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit of the county court, the **legal representative** must enter into a Conditional Fee Agreement which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal proceedings**.

If **your** claim falls within the small claims track of the county court in England and Wales the most **we** will pay the **legal representative** is £400 plus VAT. **You** will be responsible for any costs in excess of this.

What is not covered

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

Section B – Motor Prosecution Defence

What is covered

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

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

What is not covered

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

Section C – Motor Vehicle Contract Disputes

What is covered

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

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

Special Conditions Applying to Section A-C only

1) Legal claims can be complex and technical. **You** must follow **our** advice or that of the **legal representative**, to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the claim, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;
2) If **you** do not accept an offer which the **legal representative** considers reasonable, **we** may refuse to pay any further **legal costs**.
3) **We** will not cover **legal costs**:
   a) that have not been agreed by **us** or were incurred prior to **us** accepting the claim;
   b) for claims arising from:
      i) faults in **your vehicle** or faulty, incomplete or incorrect service, maintenance or repair of **your vehicle**; or
      ii) a **road traffic collision** occurring during a race, rally or competition;
4) **We** may withdraw cover if at any point **your** claim has less than a 51% chance of succeeding
5) **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
6) Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request.
   a) **Your** suggested **legal representative** must agree to **our standard terms of appointment**. A copy of which is available

upon request. **You** will be responsible for any **legal costs** which are in excess of the hourly rate that **we** would normally pay to **our** preferred **legal representative**. This amount is currently £125 per hour (unless the claim falls within the provision under Section A relating to **c**laims in the small claims track of the county court). This amount may vary from time to time.

b) If for any reason **we** cannot agree to **your** suggested legal representative, **we** will ask the Law Society of England and Wales (or similar body) to name one

7) **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your** claim, for example, where the **legal costs** of **your** claim are greater than the value of **your** claim;

8) If **you** have legal expenses cover with a provider other than RAC or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your** claim, **we** will not provide cover.

Section D - Telephone Legal Helpline

What is covered

We will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call **us** on 0333 070 3529.

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

What is not covered

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

Section E –Hire Vehicle – Complete Vehicle Hire (CVH)

Claims Helpline Service – 03333 609 506

If the **vehicle** is involved in a **road traffic accident**, **you** must report this to **us** on the number above within 5 days of the incident.

Our Claims Helpline Service is available 24 hours a day, 365 days a year.

What is covered

In the event of an **insured incident**, **we** will provide **you** with a **hire vehicle** up to the **maximum policy limit** subject to the terms, conditions and exclusions of this **policy**, where **you** notify **us** during the **policy period** and within 5 days of the **insured incident**.

We will arrange for a **hire vehicle** from an approved hire company, for **your** use only, until the **vehicle** is repaired or in the case where **your vehicle** is declared a **total loss** by **your** motor insurer, until 3 days following payment having been issued to **you** in settlement of **your motor insurance claim**, whichever is the earlier, and not exceeding the **maximum policy limit**. **You** must use **our** nominated approved repair network to repair the **vehicle**, unless specifically agreed by **us**.

We decide the type of **hire vehicle** provided and **you** must meet the standard requirements, terms and conditions of the **hire company**. **We** will indemnify **you** up to a maximum of £50.00 including VAT per claim, towards the cost of the transfer of radio or metering equipment.

In the event that a **hire vehicle** cannot be provided, the maximum amount **we** will pay in lieu shall be £50.00 including VAT per day and up to a maximum of £500.00 per claim.

Where it is not possible to arrange for the transfer of the respective licence relating to the use of the **vehicle** for hire and reward purposes, **we** may provide a **vehicle** for social, domestic and pleasure purposes for a maximum of 14 days, instead of a cash payment.

You are covered for a maximum of 2 claims for replacement hire vehicles per **policy period**, where the accident was wholly **your** fault. After **your** second claim, **your policy** will be cancelled.

The maximum liability under this section of cover per claim is £500 in total.

What is not covered

1) Where the **insured incident** happened within the first 14 days of the inception date of this **policy**, unless this **policy** is taken out at the same time as **your primary insurance policy**.
2) Any claim which does not result in an accepted and paid claim for the **insured incident** by **your** motor insurer.
3) Any charges imposed by the **hire company** for additional drivers to be included.
4) Use of the **hire vehicle** outside the **UK**.
5) Any claim relating to theft from the insured **vehicle**.
6) Any excess that the **hire company** applies following a **road traffic accident** involving the **hire vehicle**.
7) All fuel, fares, fines, penalties or fees relating to the **hire vehicle** whilst it is in **your** possession.
8) Any further **hire vehicle** charges incurred after the **hire period** has expired or the insured **vehicle** has been repaired.
9) Any claim which has not been reported to **us** within 5 days of the **insured incident** giving rise to the claim.
10) A **hire vehicle** where one is already available under any other insurance or other means.
11) The provision of a **hire vehicle** for an **insured incident** that occurs prior to the inception of the insurance or after the **policy period** ends.
12) Where the **vehicle** was being used as an emergency vehicle, or in a race, competition, track day, rally or trial at the time of **your** claim;
13) Where **you** are disqualified from driving;
14) Where **you** have any endorsement arising from or relating to unauthorised taking or theft of a vehicle, no insurance, drink or drugs or causing death by reckless driving;
15) Where **you** have incurred two or more periods of disqualification or any conviction with a period of disqualification of six months or more, within five years of the inception of this insurance;
16) Where the driver of the **vehicle** does not hold a valid driving licence or is under the influence of drink or drugs at the time of the **insured incident**;
17) Where **you** do not have a fully comprehensive, third-party only or third-party fire and theft insurance in force for the **vehicle** at the time of the **insured incident**.

18) Any damage to or resulting from the transfer of radio or metering equipment.
19) Any dispute with **us** not otherwise dealt with under General conditions.
20) Any costs arising from losses which are not directly covered by this insurance including, but not limited to, loss of earnings or loss of profit if the **insured incident** results in **you** having to take time off work.

Special Conditions Applying to Section E only

The following conditions apply to Section E of **your policy**. If **you** do not comply, **we** can refuse cover and/ or cancel **your policy**.

1) **You** must have reported the incident to **your** motor insurers and **you** must be actively pursuing repairs and/or settlement.
2) **You** shall at all times co-operate with **us** and provide to **us** any evidence, documents and information of all material developments within a reasonable timescale at **your** own expense.
3) Upon conclusion of the **hire period**, **we** can, if necessary, conduct proceedings in **your** name to recover the hire costs of the **hire vehicle** or reimbursement of transport costs from the third party. **You** must pay **us** any sums by way of costs, charges or fees directly recovered from the third party to the extent these sums were indemnified under this **policy**.
4) It is **your** responsibility to immediately report any problems with the **hire vehicle** to the **hire company**.
5) Any damage caused to the **hire vehicle** and any associated costs will be **your** responsibility.
6) **You** must fully comply with the terms and conditions of the hire company.
7) **You** must ensure that the **hire vehicle** is covered by a valid motor insurance policy which is adequate for **your** use and needs.
8) **You** must use **our** nominated approved repair network to repair the **vehicle**, unless specifically agreed by **us**.
9) **You** must in the first instance, either accept a replacement vehicle offered by **your** motor insurer via their approved courtesy vehicle program or via an alternative approved repairer network nominated by **us**;
10) **You** must have comprehensive, third-party only or third-party fire and theft insurance in force for the **vehicle**;
11) **You** must notify **us** of all offers to settle **your** claim. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your** claim.
12) **You** must not retain any **hire vehicle** provided under this **policy** beyond the **hire period** stipulated within the **policy** or after the **hire vehicle** is returned, which ever happens first;
13) **You** must give **us** full details of **your** claim as soon as possible and give **us** any information requested.
14) **You** must report the claim to **your** motor insurer or broker and obtain a claim number.
15) **You** must produce **your** Full UK Driving Licence, taxi licence and any other identification as reasonably required by the hire company when taking possession of the **hire vehicle**
16) **You** must if not otherwise included, be responsible for arranging temporary comprehensive insurance cover to be in place for the **hire vehicle** and for the duration of hire. This will be arranged with **your** motor insurer or in agreement with **our** nominated vehicle supplier.

General Conditions

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

1) **You** must pay **your** premium;
2) **You** must keep to the terms and conditions of this **policy**;
3) **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**;
4) **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't do anything that could unnecessarily increase **your** losses or prejudice **your** claim. If **you** do not, **we** may not cover **you** and it may affect **your** ability to claim. Please speak to **us** if in doubt;
5) If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any claim against **us**;
6) During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.

Cancellation of your policy

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

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

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

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

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

Misuse of your policy

You must not:

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

If these conditions are not complied with, we may:

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

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

Complaints

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

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

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

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

Financial Ombudsman Service

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
0800 023 4567 / 0300 123 9123
complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

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

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

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk

Your Data

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

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

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RAC MOTOR LEGAL EXPENSES AND COMPLETE VEHICLE HIRE INSURANCE

CALL 24/7 ON **03333 609 506** FOR ASSISTANCE

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forward thinking

Head Office and Registered Office:
Proximo Ltd. | Park House | Chantry Court | Sovereign Way Chester | CH1 4QN
Telephone: 03333 609 505 | www.proximo.co.uk