

Chief Vehicle Rentals Ltd. Motor Legal Expenses Insurance
Master Certificate Number- RAC/LEI/21

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM. PLEASE READ AND KEEP FOR YOUR RECORDS

Contact Information

	Telephone	In Writing
Uninsured Loss Recovery (Section A)	0333 070 2501 (Open Monday-Friday 9-5pm)	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN
Legal Advice and Claims (Sections B-E and G)	0330 159 8588	
Replacement Vehicle and Vehicle Repair (Section F)	0180 366 3838	

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.

Important information about Broker Solutions Legal Expenses Insurance

- Your Broker Solutions Motor Legal Expenses Insurance is a contract of insurance between you and RAC Insurance Limited. The contract consists of:
 - This policy booklet;
 - 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
 - Any notices we send you, for example, any letter we send you notifying you if there are any changes.
- A premium is payable for the contract of insurance which will be made clear to you in advance of purchase
- Broker Solutions Motor Legal Expenses Insurance is arranged and administered by the individual or company listed on your schedule.
- Broker Solutions Legal Expenses Insurance is intended to provide cover for the costs of:
 - Making a claim for uninsured losses against a person who is at fault for a road traffic collision (Section A);
 - Defending a prosecution for an alleged motoring offence (Section B);
 - Defending legal proceedings following the use of the vehicle's identity without your consent (Section C);
 - Making a claim to recover illegal clamping and towing fees (Section D); and
 - Making a claim to appeal an unenforceable parking fine (Section E).
 - It meets the demands and needs of those who wish to ensure such risks are met now and in the future.
- Broker Solutions Motor Legal Expenses Insurance also provides for:
 - Replacement vehicle hire and vehicle repair following a road traffic collision (Section F)
 - A telephone legal helpline to assist you with advice on any motoring matter. (Section G).
- There is no limit to the number of claims you can make 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 document have a specific meaning, which we explain below.

"claim" means an incident which we accept as falling within the terms of this Broker Solutions 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 an incident leading to a motoring prosecution.

"hire vehicle" An alternative vehicle to that covered under your motor insurance and is subject to the terms and conditions of the alternative vehicle provider. These are available upon request.

"legal costs" means

- The reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by you and agreed by us in pursuing or defending a claim; and/or
- 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 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 territorial limits;

"legal representative" means us or the solicitors or other qualified experts appointed by us to act for you provided that they agree:

- To try to recover all legal costs from the other party;
- Not to submit any claim for legal costs until the end of the case; and
- To keep us informed, in writing, of the progress of legal proceedings.

"limit of indemnity" means the maximum amount we will pay in respect of any claim under this policy, as specified in your schedule.

"policy" means this Broker Solutions Legal Expenses 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, or the amount in dispute, must be greater than the costs of pursuing or defending the claim.

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

- For the provision of cover and services under section A-E means RAC Insurance Ltd;
- For the provision of services under section F of this policy means Chief Vehicle Rentals Ltd;
- For the provision of services under section G of this policy means RAC Motoring Services;

"road traffic collision" means a collision involving your vehicle, for which you were not at fault and another party was at fault;

"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.

"UK" means the United Kingdom and for the purposes of this policy, Jersey, Guernsey and the Isle of Man;

"uninsured losses" means your losses directly arising out of a road traffic collision that are not covered by insurance;

"vehicle" means the UK registered vehicle(s) that appears on your schedule and includes attached trailers;

"you"/"your" means the person(s) named as the policyholder on the schedule, and for the purposes of making a claim, includes any person authorised by the policyholder to drive or to be a passenger in the vehicle.

Your Broker Solutions 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 territorial limits 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;

- Put you in touch with our legal representative, who will assess your claim; and
- If our legal representative, in their reasonable opinion, agrees your claim (including an appeal or defence of an appeal) has a 51% or greater chance of succeeding, we will cover you or your passengers for legal costs, up to the limit of indemnity.

What is not covered

- 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 where you are at risk of losing your licence, involving your vehicle and occurring within the territorial limits during the policy period, we will:

- Provide you with help and advice in respect of alleged motoring offences (under the Telephone Legal Helpline, Section G). 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;
- Put you in touch with our legal representative who will assess your claim; and
- If in their reasonable opinion, our legal representative agrees you have a 51% or greater chance of avoiding disqualification, we will appoint and pay up to the limit of indemnity for a suitable representative to either:
 - Defend the allegation; or
 - 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.
- Appeal against your conviction or sentence.

What is not covered

- 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;
- We will not pay fines, costs or other penalties a court of criminal jurisdiction orders you to pay;
- Mitigation of a guilty plea if, in our reasonable opinion, there is no realistic prospect of a disqualification or suspension, or of avoiding a disqualification or suspension of your licence.
- Claims where there was legal aid (or an equivalent scheme) available to you which you failed to utilise.
- Legal costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) scheme, including using a representative that cannot act under any such scheme.

Section C - Vehicle Identity Theft

What is covered

If you are required to attend court regarding an alleged criminal motoring offence due to the unauthorised use of the vehicle's identity within the territorial limits and during the policy period, or you have had a civil or criminal judgment wrongly entered against you, we will:

- Provide you with help and advice (under the Telephone Legal Helpline, Section G). 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;
- Put you in touch with our legal representative, who will assess your case; and
- If in their reasonable opinion, our legal representative agrees you have a 51% or greater chance of successfully defending legal proceedings or challenging a judgment, we will cover you for legal costs, up to the limit of indemnity.

What is not covered

- Claims where the identity theft has not been reported to the police and a crime reference number obtained;
- Claims where there was legal aid (or an equivalent scheme) available to you which you failed to utilise.
- Legal costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) scheme, including using a representative that cannot act under any such scheme.

Section D- Illegal Clamping and Towing

What is covered

If your vehicle is illegally clamped or towed and you have had to pay a fee to secure the release of your vehicle, during the policy period and within the territorial limits, we will:

- Provide you with help and advice (under the Telephone Legal Helpline, Section G). 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;
- Put you in touch with our legal representative, who will assess your case; and

- 3) If in their reasonable opinion, **our legal representative** agrees you have a 51% or greater chance of successfully pursuing **legal proceedings**, we will cover you for **legal costs**, up to the **limit of indemnity**.

Section E – Unenforceable Parking Fines

What is covered

If you have received a Penalty Charge Notice issued by the local authority during the **policy period** and within the **territorial limits** and you wish to contest the notice, we will:

- 1) Provide you with help and advice (under the Telephone Legal Helpline, Section G). 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 in their reasonable opinion, **our legal representative** agrees there is a 51% or greater chance of success, we will cover you for **legal costs**, up to the **limit of indemnity**.

Section F – Replacement Vehicle and Vehicle Repair

What is covered

If you are involved in a **road traffic collision** in the UK during the **policy period** for which you are not at fault we may be able to provide you with the following services;

- 1) We may be able to obtain a **hire vehicle** of an equivalent type, pending repair or replacement of the **vehicle**.
- 2) We may be able to arrange to have the **vehicle** repaired.

Replacement Vehicle and Vehicle Repair General Conditions

Provision of these service is conditional upon the following;

- 1) We have identified the at fault third party and their insurers.
- 2) You will need to sign a credit agreement which will be explained to you by us.
- 3) You must provide any assistance required by us in connection with the recovery of any costs incurred in connection with the provision of a **hire vehicle** or vehicle repair services, from any third party at fault in connection with the incident giving rise to the damage to the **vehicle**, including permitting us or any such representative to take proceedings in your name and/or assigning any rights against any such third party to us or our representatives.

What is not covered

- 1) A **claim** reported more than 14 days after a **road traffic collision**.
- 2) Services where damage to the **vehicle** took place prior to the **policy period**.
- 3) **Any costs** incurred in excess of £25,000.

Section G - 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 0330 159 8588.

We will give you initial advice on any motoring 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.

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 request services directly from us, as we will only provide cover if we make arrangements to help you;
- 3) 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;
- 4) 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 the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
 - ii) a **road traffic collision** occurring during a race, rally or competition;
- 5) We may withdraw cover if at any point your **claim** has less than a 51% chance of succeeding;
- 6) 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;
- 7) 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**;
- 8) You must 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;
- 9) 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;
- 10) 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. Your suggested **legal representative** must agree to our **Standard Terms of Appointment**. 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;
- 11) 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;
- 12) 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**;
- 13) 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.

- 14) 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

Your right to cancel

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, the individual or company that arranged the policy will cancel this **policy** with immediate effect from the day you request it and 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.

Our right to cancel

- 1) If any premium for the **policy** is not paid, we may cancel your **policy**;
- 2) We may cancel the **policy** in the event of misuse of the **policy**, and no refund of premium will be given; and
- 3) We may also cancel the **policy** by giving 30 days' notice in writing to you at your last known address.

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;
- 6) Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, we may:

- 1) Restrict the cover available to you at the next renewal;
- 2) Restrict the payment methods available to you;
- 3) Refuse to provide any services to you under this **policy** with immediate effect;
- 4) Immediately cancel this **policy**; and
- 5) Refuse to sell any **policy** or services to you in the future.

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 the services provided under this **policy**, please contact us as follows:

Telephone	In Writing
0330 159 0610	Legal Customer Care 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

Data protection statement

This section provides a short summary of how we collect and use your data. Please refer to our website at rac.co.uk/privacy-policy for full details of how we use your data. Alternatively, you can obtain a copy of our Privacy Policy by using the contact details below.

What is your data?

There are three types of data we will hold about you:

1. Personal data is information we hold on our records which identifies you. This includes your name, address, email address, telephone number and date of birth;
2. We will also hold data about you that is not personal, for example, information about your **vehicle**; and
3. In very limited circumstances, we will hold special categories of personal data, for example, relating to your health. We will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How we obtain your data

We obtain your data when you contact us directly in relation to your cover and your **policy**.

How we will use your data

We will use **your** personal data for the provision of cover and services under **your policy**, for example, helping **you** if **you** make a **claim**. We may disclose **your** personal data to **our** service providers who provide help under **your policy**.

We carry out checks against publicly available information (such as the electoral roll, county court judgments, bankruptcy orders or repossessions). We also monitor and record any communications with **you** including telephone conversations and emails for quality and compliance reasons.

Please note that, if **you** do not provide **your** personal data, **we** will be unable to provide **you** with the cover **you** have requested, as well as services related to administering **your** cover and **policy**.

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights, please visit rac.co.uk/privacy-policy or contact the Data Protection Officer by emailing dpo@rac.co.uk or by writing to the Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN