

# Co-op Family Legal Protection Insurance

Terms and conditions

PLEASE READ AND KEEP FOR YOUR  
RECORDS



Contact Information

	Telephone	In Writing	Email
Legal Advice and Claims	0330 159 8545	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN	legaladvisory@rac.co.uk

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.

Contents

	Page
Contact Information.....	2
How your cover works.....	4
Definitions.....	5
Section A – Consumer Issues.....	6
Section B – Personal Injury and Clinical Negligence .....	6
Section C – Employment Disputes.....	7
Section D – Property Issues.....	7
Section E – Jury Service.....	7
Section F – Telephone Legal Helpline.....	7
General Conditions.....	8
Cancellation.....	8
Misuse of your policy.....	8
Complaints.....	9
Your data.....	9

## How your cover works

For advice and/or to report a **claim** please call **our** legal helpline on 0330 159 8545. When **you** tell us about **your** legal problem, **we** will need to determine whether the matter is capable of being covered by **your policy**. **We** will ask **you** to provide further information in order for **us** to assess whether **your claim** is within the terms of **your policy** and the incident giving rise to the **claim** is within **your policy period**. If **your** claim is not covered then **our** telephone legal helpline may still be able to provide **you** with some advice.

Any **claim you** make must have **reasonable prospects of success** and be **proportionate** to pursue. The **legal representative** will assess this and will continually review the prospects of success of **your** case during the life of your **claim**. In some cases, **you** may need to provide expert evidence to support **your claim** at **your** own expense to enable the assessment to be completed. **We** do not cover any legal fees, costs or expenses that **you** have incurred before **we** have accepted **your claim**.

In the event of a dispute about whether **your** case has **reasonable prospects of success** or is **proportionate** to pursue, **you** will be asked to provide a legal opinion at **your** own expense confirming that **your claim** does have **reasonable prospects of success** and/or whether **your claim** is **proportionate**. If **we** are unable to reach agreement, then **we** will arrange to get a final opinion from an independent barrister.

**We** will usually ask a solicitor from **our** panel to handle **your** case. However, if it becomes necessary to issue **legal proceedings** then **you** are entitled to choose **your** own solicitor at this point. **Your** solicitor would need to agree to **our Standard Terms of Appointment**.

Please read **your** full Family Legal Protection policy terms below for full details.

## Your Family Legal Protection Cover

Family Legal Protection is provided by RAC Motoring Services (310208) and RAC Insurance Ltd (202737). Registered in England and Wales; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the above details on the Financial Services Register by visiting the FCA website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

## 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 and **policy period** of this Home Legal Protection **policy** and which, in **our** reasonable opinion, is the incident or first in a series of incidents that could lead to a claim being made.

**“home”** means the private residence shown in **your** Policy Schedule including garage/s and outbuildings.

**“legal costs”** means:

1. The reasonable, **proportionate** and properly incurred fees, expenses, costs and disbursements or accountancy fees incurred by **you** and agreed by **us** in pursuing or defending a **claim**; 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:

1. The pursuit or defence of civil legal cases for damages and/or injunctions or specific performance; or
2. The defence of criminal prosecutions.

**“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**.

**“policy”** means this Family Legal Protection insurance policy that is subject to the terms and conditions in this booklet, along with **your** Policy Schedule.

**“policy period”** means the length of time this **policy** is in force, from the **start date** as shown on **your** schedule.

**“proportionate”** means the value of the **claim** must be greater than the costs of pursuing the **claim**.

**“RAC”/“we”/“us”/“our”** means RAC Insurance Limited and any person employed or engaged to provide certain services on its behalf or on behalf of the RAC Group.

**“reasonable prospects of success”** means a 51% or above chance of recovering damages, obtaining any other legal remedy which **we** have agreed to or being successful in defending a **claim** or being successful in an appeal or defence of an appeal.

**“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**.

**“start date”** means the date that this **policy** begins, or renews, as shown on **your** Policy Schedule.

**“UK”** means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands and the Isle of Man.

**“you”/“your”** means the person(s) named as insured on your Policy Schedule and any members of your family permanently residing at your **home**.

## Your Policy Cover

We will provide **you** with cover for **your legal costs** associated with pursuing or defending a **claim** that falls within the **policy** terms of sections A-E below up to a limit of £50,000 provided that;

- ☐ The incident occurs within the **policy period**;
- ☐ The incident occurs within the **UK** and;
- ☐ **Your claim** has **reasonable prospects of success** (sections A-D only).

We will also provide **you** with a Telephone Legal Helpline service that falls within the **policy** terms of section F.

## How to Make a Claim

Please 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**. To make a **claim**, just call **our** Telephone Legal Helpline for help and advice on 0330 159 8545.

## Section A - Consumer Issues

### What is covered

- ☐ **Legal costs** for the pursuit or defence of a **claim** relating to a contract for the sale, purchase, servicing, repair or hire of personal goods or services.

### What is not covered

- ☐ A contract involving a financial services provider;
- ☐ A lease, tenancy or licence to use land;
- ☐ Any **claim** relating to a contract involving the construction or alteration of a building for **your** own use or;
- ☐ Any **claim** arising from the purchase or sale of **your home**.

## Section B - Personal Injury and Clinical Negligence

### What is covered

**Legal costs** to pursue **legal proceedings** against a third party if **you** suffer injury or death due to an accident or as a result of clinical negligence.

If **your claim** is due to an accident and is accepted, 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** in full or in part.

### What is not covered

- ☐ An accident involving a motor vehicle owned or driven by **you** unless **you** were being carried as a passenger;
- ☐ Any **claim** for Personal Injury which was not caused by a specific or sudden incident, or which develops gradually or;
- ☐ A **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.

## Section C - Employment Disputes

### What is covered

- ☐ **Legal costs** if **you** are an employee, or ex-employee, and experience a breach of **your** rights under **your** contract of employment; and/or employment laws and **you** wish to pursue a **claim** in an Employment Tribunal (or equivalent outside of England and Wales);

### What is not covered

- ☐ Any **claim** which relates only to the **legal costs** of any disciplinary or investigatory procedure;

## Section D – Property Issues

### What is covered

- ☐ **Legal costs** for a **claim** if **you** suffer nuisance, trespass or physical damage to **your home** or **your** personal possessions.
- ☐ **Legal costs** for a **claim** in relation to a dispute for buying and selling of **your home** other than claims involving misrepresentation.

### What is not covered

- ☐ Any **claim** involving a financial service provider;
- ☐ Any incident relating to works undertaken or due to be undertaken by or under the order of any government or public or local authority unless the **claim** relates to accidental physical damage;
- ☐ Any incident relating to, directly or indirectly, planning law;
- ☐ Any incident relating to subsidence, heave, landslip, mining or quarrying of land underneath **your home**; or
- ☐ Any **claim** relating to a contract involving the construction or alteration of a building for **your** own use.

## Section E – Jury Service

### What is covered

- ☐ **We** will pay **your** net salary or wages for the period that **you** are absent from work as a result of jury service up to a limit of £50,000.

Payments shall be calculated based on an 8-hour working day, and the duration of **your** absence from work to the nearest half day. One day's pay shall be calculated as 1/250<sup>th</sup> of **your** annual net pay. If **you** work part-time, any amount payable shall be calculated on a pro-rata basis. **We** will require evidence of **your** earnings in the form of payslips or, if **you** are self-employed, evidence **you** have provided to HMRC of **your** monthly average earnings. Claims will only be considered on conclusion of **your** period of jury service.

### What is not covered

- ☐ Any amounts payable by the court or that are recoverable from **your** employer; or
- ☐ Payment for loss of net salary or wages when **you** have not provided **your** payslips for the last 12 months or tax return for the preceding tax year.

## Section F – 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 8545.

**We** will give **you** initial legal advice on any private legal matter within the **UK**. **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

- ☐ Advice on business / commercial matters (including advice as a landlord), immigration or judicial review;
- ☐ Advice where in **our** reasonable opinion **we** have already given **you** the options available.

## 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. **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. **We** will not cover **legal costs** that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**.
3. **We** will not cover **legal costs** where **you** ought reasonably to have known that an incident leading to a **claim** was possible prior to the purchase of the **policy**.
4. **We** may withdraw cover if at any point **your claim** does not have **reasonable prospects of success**.
5. **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.
6. **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**.
7. **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.
8. 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**. A copy of which is available upon request. **You** will be responsible for any **legal costs** which are in excess of the rate that **we** would normally pay to **our** preferred **legal representative**. The amount that **we** will pay a law firm where they are acting as the **legal representative** is currently £120 per hour. This amount may vary from time to time.
9. 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.
10. 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** or **your** home insurer.
11. **We** will not provide cover for class actions or test cases.
12. **We** will not provide cover for disputes between **you** and someone who **you** currently or have previously lived with;
13. **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**.
14. 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.
15. 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

**You** can cancel **your policy** at any time by letting customer services know. Cancelling a direct debit will not always cancel **your policy**.

If **you** cancel within 14 days, **you** will be entitled to a full refund of any premium paid providing **you** have not made a **claim**. If cancelled outside of the 14 days, **we** will refund the premium for the exact number of days left on **your policy**.

## 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 customer services 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 Insurance Limited 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](http://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](http://www.fscs.org.uk)

## Your Data

When providing **you** with services under **your** Home Legal Protection 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](http://rac.co.uk/privacy-policy) or contact the Data Protection Officer by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or by writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.