

Motor Legal Expenses Insurance

Terms and conditions

PLEASE READ AND KEEP FOR YOUR
RECORDS



Contact Information

	Telephone	In Writing
Legal Advice	0333 188 1521	Carpenters Group Limited leiadministration@carpentersinsuranceservices.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.

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How Your Cover Works

Carpenters Group Limited and/or RAC Insurance Ltd will provide the services under this policy. RAC Insurance Limited underwrite **your** policy.

Any **claim you** make must have **reasonable prospects of success** and be **proportionate** to pursue. Our panel solicitors 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 ask one of **our** panel solicitors, usually Carpenters Group Limited to handle **your claim**. 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 Motor Legal Protection policy terms below for full details.

Definitions

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

“claim” 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.

“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 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 the pursuit 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:

- 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 **claim** under the **policy** which is £100,000;

“policy” means this Motor 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** must be greater than the costs of pursuing the **claim**;

“RAC”/“we”/“us”/“our”

- 1) For the provisions of cover under sections A-C means RAC Insurance Ltd;
- 2) For the provision of services under section D of this **policy** means Carpenters Group Limited;
- 3) In each case any person employed or company appointed to provide certain services on behalf of the RAC Group.

“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 England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Channel Islands 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 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** or **your vehicle** suffers damage as a result of driving over a pothole, 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** or **your** passengers with help and advice. **You** must call us 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 a 51% or greater chance of succeeding, **we** will cover **you** or **your** passengers 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**.

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. **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 **you** have a 51% or greater chance of success, appoint and pay 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) Any **claim** where **your** motor insurers have agreed to provide **your** legal defence
- 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 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. **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 a 51% or greater chance of succeeding, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

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 188 1521.

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**.

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) If **you** do not accept an offer which the **legal representative** considers reasonable, **we** may refuse to pay any further legal costs.
- 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 **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;
- 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) If **you** do not accept an offer to settle **your claim** which the **legal representative** considers reasonable, **we** may refuse to pay any further legal costs.
- 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.
- 11) 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 hourly rate that **we** would normally pay to **our** preferred **legal representative**. This amount is currently £120 plus VAT per hour. This amount may vary from time to time.
- 12) 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.

- 13) 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**;
- 14) **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**;
- 15) 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.
- 16) 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 please contact customer services.

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 **the claims** services provided by Carpenters Ltd please contact **us** as follows:

Contact Details
Email: customersupportteam@carpentersgroup.co.uk Carpenters Limited, Leonard House, Scotts Quays, Birkenhead, CH41 1FB

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 Insurance Limited and Carpenters Group 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 Insurance Limited and/or Carpenters Group 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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