



DriverProtect Cover
in association with
RAC Legal Services



LEGAL EXPENSES INSURANCE POLICY

MOTOR LEGAL PROTECTION

Thank you for purchasing this THB Legal Expenses Insurance Policy. To make sure that you get the most from this insurance please read this policy which explains the contract between us. If you have any questions or would like more information please contact us.

This policy is provided pursuant to the Financial Services And Markets Act 2000 and is underwritten by RAC Insurance Limited of RAC House, Brockhurst Crescent, Walsall, West Midlands WS5 4AW acting through RAC Legal Services.

Definitions

The following definitions apply only to this policy.

Insured	Any authorised occupant of the Motor Vehicle provided that the full Motor Legal Protection premium has been paid.
Legal Costs	<p>The reasonably and properly incurred fees, expenses, costs and disbursements by or on behalf of the Insured and authorised by Us in pursuing a claim under this section of the policy; and</p> <p>the costs of a third party for which the Insured is either held liable by court order or are agreed by Us and which are incurred in connection with Legal Proceedings covered under this Policy.</p>
Legal Proceedings	The pursuit of a claim for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the Territory, in respect of a matter covered under this Policy.
Legal Representative	<p>The solicitors or other qualified experts appointed by Us to act for the Insured in accordance with Condition 2 of this Policy provided that such solicitors or experts satisfy the following conditions:</p> <ul style="list-style-type: none">• they agree to fund all disbursements and not to claim for the same until the end of the case; and• they agree not to submit any claim for Legal Costs until the end of the case and to try and recover all Legal Costs from the other party in the action; and• they agree to report in writing to RAC on any substantive development in the progress of the case.
Limit of Cover	<p>The maximum amount in respect of the pursuit of Uninsured Losses</p> <p>- £100,000.</p> <p>There is no limit on the number of claims made in the Period of Insurance.</p>
Motor Vehicle	Any vehicle which an Insured driver is covered to drive under this Policy.



Period of Insurance	The period specified in the THB Policy provided the full Motor Legal Protection premium has been paid.
RAC/Us	RAC Insurance Limited of RAC House, Brockhurst Crescent, Walsall, West Midlands WS5 4AW acting through RAC Legal Services of Great Park Road, Bradley Stoke, Bristol, BS32 4QN.
Road Traffic Accident	A traffic accident in the Territory involving the Motor Vehicle occurring during the Period of Insurance on a public highway or on a private road or a car park to which the public has an uninterrupted right of access for which the Insured is not at fault and for which another party is at fault.
Territory	The United Kingdom (which, for the avoidance of doubt, includes the Isle of Man and the Channel Islands), Northern Ireland, the Republic of Ireland and mainland Europe west of the Urals.
Uninsured Losses	Loss arising out of a Road Traffic Accident where the said loss is not otherwise covered by insurance and either damage occurs to the Motor Vehicle or any personal effects owned by the Insured whilst such property is in or on the Motor Vehicle or the Insured suffers death or bodily injury whilst in or getting into or out of the Motor Vehicle.

What Is Covered

Recovery of Uninsured Losses (see 1)
Replacement vehicle assistance (see 2)
Vehicle repair assistance (see 3)

1. RAC will indemnify the Insured up to the Limit of Cover against the Legal Costs of Legal Proceedings incurred in connection with the pursuit of a claim for Uninsured Losses directly arising from a Road Traffic Accident.
2. RAC may, at their sole discretion and subject to the duty of the Insured to mitigate loss, facilitate the Insured in hiring a replacement vehicle for the period that the Motor Vehicle is immobilised as a result of a Road Traffic Accident and/or whilst it is being repaired.

To qualify for replacement vehicle assistance the Insured must obtain the following details of the responsible third party:

Name;
Address;
Vehicle registration;
Insurance company name; and
Insurance policy number.

You must comply with the Terms and Conditions of the Hire Company selected by RAC. This will include completion of a hire and credit agreement. The make and model of the replacement vehicle may vary from the Motor Vehicle.



3. RAC may, at their sole discretion and subject to the duty of the Insured to mitigate loss, facilitate the Insured in arranging the repair of the Motor Vehicle following a Road Traffic Accident.

To qualify for vehicle repair assistance the Insured must obtain the following details of the responsible third party:

- Name;
- Address;
- Vehicle registration;
- Insurance company name; and
- Insurance policy number.

You must comply with the Terms and Conditions of the repairing garage selected by RAC. This will include completion of a credit agreement.



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What Is Not Covered

1. Appeals unless the Insured has notified RAC in writing of his or her wish to appeal at least ten working days before the deadline for any such appeal and the written approval of RAC has been obtained.
2. Claims (including appeals) which, in the opinion of RAC, do not have a reasonable chance of success or, in the case of a claim for Uninsured Losses, where in the opinion of RAC, there is not a reasonable chance of successfully recovering a substantial proportion of damages which may be awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist.
3. Legal Costs:
 - (a) incurred before RAC have confirmed acceptance of the claim in writing;
 - (b) exceeding any amount approved by RAC;
 - (c) incurred following a payment into court or offer to settle by a third party unless RAC have authorised the Insured in writing to continue with the claim after the payment into court or offer to settle or the Insured is ultimately awarded or settles for more than the amount of the payment in or offer to settle;
 - (d) incurred if the Insured withdraws instructions from the Legal Representative or from the Legal Proceedings unless such withdrawal is approved by RAC;
 - (e) for any expert witness unless previously agreed by RAC;
 - (f) incurred where the Insured is responsible for unreasonable delay which is prejudicial to the claim or where the insured fails to give proper instructions in due time to RAC or the Legal Representative;
 - (g) incurred where the Insured pursues a claim without the consent of RAC or in a different manner from that advised by the Legal Representative.
4. Claims against Us or any company or subsidiary of RAC plc or claims by the Insured against any other person covered under this policy.
5. Claims relating to matters for which the Insured would, but for the existence of this policy, be entitled to indemnity under any other policy.
6. Claims directly, or indirectly, caused by, contributed to or arising from;
 - (a) any deliberate illegal act or omission of the Insured or any act which is false or fraudulent in any way;
 - (b) faults in the Motor Vehicle or faulty incomplete or incorrect service, maintenance or repair of the Motor Vehicle;
 - (c) a Road Traffic Accident occurring during a race, rally or competition.
7. Claims for travelling expenses, subsistence allowances or compensation for absence from work.
9. Applications for Judicial Review.



Conditions

1. To make a claim the Insured must notify RAC of the claim in writing as soon as reasonably possible and in any event within 180 days of the Road Traffic Accident or Insured Event leading to the claim.
2. On receipt of a claim under this Policy RAC will evaluate the claim, advise on the steps the Insured should take to pursue the claim and, where appropriate, appoint a Legal Representative from its approved panel to pursue the claim by negotiation.

In the event that the claim is not settled by negotiation and proceedings are necessarily issued, the Insured does not have to continue to instruct the Legal Representative nominated by RAC and may propose another Legal Representative.

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

3. During the course of the claim the Insured must:
 - (a) co-operate at all times in the completion of any necessary documentation or provision of information requested either by RAC or by the Legal Representative;
 - (b) not do anything which may prejudice his or her case or RAC's position in respect of the claim;
 - (c) take all available steps to recover the Legal Costs in the Legal Proceedings;
 - (d) notify RAC of any settlement offer made before accepting it.
4. During the course of the claim RAC will have the right of direct access to the Legal Representative.
5. RAC have the right to cancel this Policy at any time by sending the Insured 7 days' written notice of such cancellation. Any such cancellation shall not prejudice any claims under this Policy occurring before the date of cancellation.
6. RAC shall not provide cover under this Policy if the Insured makes a false declaration when applying for cover.
7. The Insured shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy.
8. The Insured shall take all reasonable steps to mitigate the losses that flow from a Road Traffic Accident.
9. The Insured shall forward any accounts for Legal Costs as soon as they are received and, if required to do so by RAC, shall have such Legal Costs taxed, assessed or audited by the appropriate court or authority.



10. RAC may take over and conduct the claim and may, subject to the interest of the Insured, settle the claim in his or her name.
11. Every written notice or communication by RAC shall be sent to the Insured at the last address known to RAC Legal Services.
12. An enquiry or complaint about the terms of this Policy may be made to RAC Legal Services at Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

If your complaint has not been resolved to your satisfaction within 8 weeks you have the right to refer the matter to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service
South Quay Plaza
Exchange Tower
London
E14 9SR

The Financial Ombudsman Service is an independent body that adjudicates on complaints about general insurance products. Referral to the Ombudsman does not affect your right to take legal action against RAC Insurance Limited.

13. The policy shall be governed and construed in all aspects in accordance with the laws of England and Wales.

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

RAC may transfer your information outside of the European Economic Area. RAC will only do this where it is necessary for performance of a benefit under this Section of the Policy.

This Section of the Policy except the benefit under section 2 of 'What is Covered' is underwritten by RAC Insurance Limited

Registered office: RAC House, RAC Brockhurst Crescent, Walsall, West Midlands WS5 4AW
Registered in England No. 2355834

RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.