



Legal Protection Policy Wording

FJ/PW/LP/03/09/2024/V4009

In partnership with



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Legal Protection Policy Wording

This **Policy** is arranged by Footman James. Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers Limited's FCA regulated number is 313250. You can check this by viewing the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

This is **Your** Legal Protection **Policy** Document. Read this booklet, the schedule and certificate of motor insurance carefully and keep them in a safe place. If You have any questions about any of Your additional cover insurance documents, contact **Your** insurance broker Footman James.

Name of Insurance undertaking

RAC Insurance Ltd is authorised and regulated by the Financial Conduct Authority. RAC Insurance Ltd's Firm Reference Number is 202737. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Administered by Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Important information

This document sets out the terms and conditions of **Your** cover and it is important that **You** read it carefully. The cover **You** hold will be set

out in the accompanying **Policy** schedule. If changes are made, these will be confirmed to **You** separately in writing. Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **You** must follow so You are entitled to the cover.

Your right to cancel

Legal Protection cannot be cancelled independently of the main insurance policy. If **You** want to cancel your cover, the cancellation terms set out in the general conditions of **Your** main insurance policy document will apply. **You** will also have to pay any cancellation charges made by Footman James. Please see the Footman James' Important Notice to Clients document for details of those charges. Unless **We** have agreed otherwise with **You**, English law will govern this insurance.

Complaints

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final

response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

If **You** wish to make a complaint about the service **You** have received under Section A of this insurance, please contact the Quality & Support Department first by calling 0800 953 7122 or write to the Quality & Support Department, Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If **You** wish to make a complaint about a claims decision under this insurance or services provided under Sections B-G, please contact Legal Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN. 0330 159 0610. Email: legalcustomercare@rac.co.uk

The Financial Ombudsman Service contact details are::

Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London E14 9SR

Tel: 0800 023 4567 (landlines) or 0300 123 9123 (mobiles)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

These actions do not affect **Your** rights to take legal action if necessary.

Financial Services Compensation Scheme

Exchange Tower, Harbour Exchange Square, London E14 9SR

Tel: 0800 023 4567 (landlines) or 0300 123 9123 (mobiles)

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

These actions do not affect **Your** rights to take legal action if necessary.

Fair Processing Notice

Use of Personal Data - Footman James

All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <https://www.footmanjames.co.uk/fair-processing-notice>. This gives you more information on who we

are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost. In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

Privacy and Protection Notice - RAC insurance Ltd Your Data

When providing you with services under your Motor Legal Protection Insurance cover, RAC Motoring Services and RAC Insurance Limited are the data controllers of **your** personal data. They mainly collect data 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.

Contact Information

Complaints	Telephone	In Writing
Motor Claims Helpline (Section A)	0344 571 2717	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN
Legal Advice and Claims (Sections B-G)	0330 159 1213	

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.

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 Protection 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.

"Europe" means the European Union, Norway, Switzerland, Iceland and Liechtenstein.

"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.

"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 Protection 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 services under section A of the policy means Auxillis Limited;
- 2) For the provision of cover under sections B-F means RAC Insurance Ltd;
- 3) 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;

"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 Protection 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	What is not covered
<p>If you are involved in a road traffic collision, within the UK or Europe during the policy period and you have uninsured losses, for example your motor insurance excess or compensation for personal injury, that you need to recover we will;</p> <ol style="list-style-type: none">1. Provide you or your passengers with help and advice. You must call the motor claims helpline on 0344 571 2717 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; and3. 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 or your passengers for legal costs, up to the limit of indemnity. <p>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.</p>	<ol style="list-style-type: none">1. A personal injury claim for stress, psychological or emotional injury unless you have also suffered a physical injury.2. The defence of any claim or legal proceedings made or brought against you.

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 (under the Telephone Legal Helpline, Section F);
2. Put **you** in touch with our **legal representative**, who will assess **your claim**; and
3. If in their reasonable opinion, **our legal representative** agrees **your claim** has **reasonable prospects 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.

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 Consumer 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, **we** will:

1. Provide **you** with help and advice (under the Telephone Legal Helpline, Section F). **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 claim**; 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**.

What is not covered

1. Any agreement relating to a commercial vehicle, for example, a work van or taxi.

Section D – Vehicle Cloning

What is covered

If **you** are required to attend court regarding an alleged offence or civil dispute due to the unauthorised use of the **vehicle's** identity in the **UK**, for example receiving a parking fine incurred by another vehicle using the **vehicle's** registration number, we will:

1. Provide **you** with help and advice (under the Telephone Legal Helpline, Section F). **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 successfully defending **legal proceedings**, **we** will cover **you** for legal costs, up to the **limit of indemnity**.

What is not covered

1. **Claims** where the **vehicle's** identity has been copied by someone you live with;
2. **Claims** where the identity theft has not been reported to the police and a crime reference number obtained;
3. **Claims** where **you** have not taken reasonable steps to prevent further instances of vehicle cloning following a **claim**.

Section E – Motor Insurance Database Protection

What is covered

If the **vehicle** is seized in the **UK** by the police, local authority or government agency, due to incorrect information being stored on the Motor Insurance Database which is a result of your insurance company failing to update the Motor Insurers' Bureau, **we** will:

1. Provide **you** with help and advice (under the Telephone Legal Helpline, Section F). **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 successfully challenging the decision to seize the **vehicle**, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

What is not covered

1. **Claims** caused by **you** failing to provide or update **your** insurer with accurate information, for example incorrectly providing the **vehicle's** registration number;
2. Any **claim** against the insurance broker or agent that arranged this insurance policy.

Section F – Helpline Services

What is covered	What is not covered
<p>We will provide the following helpline services;</p> <ol style="list-style-type: none">1. Telephone legal helpline service, open 24 hours a day, 365 days a year. Just call us on 0330 159 1213. 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.2. Tax Helpline Service, available 9-5pm Monday to Friday. Just call us on the Telephone Legal Helpline number on 0330 159 1213.3. Lifestyle, Health and Medical available 9-5pm Monday to Friday. Just call us on 0800 015 8732.	<ol style="list-style-type: none">1. Advice where, in our reasonable opinion, we have already given you the options available,2. Advice relating to immigration or judicial review; and3. 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 any claim for **legal costs**:
 - a. that have not been agreed by **us** or were incurred prior to **us** accepting the claim in writing;
 - 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** will not cover any **claim** for **legal costs** where,
 - a. when in control of the **vehicle**, **you** were not in possession of both a valid driving licence and certificate of insurance;
 - b. where the **vehicle** was not in a roadworthy condition or did not have a valid MOT Certificate where applicable; or
 - c. any claim arising from the theft or attempted theft of the **vehicle**.
6. **We** will not cover **legal costs** that **you** have incurred in relation to any services supplied to **you**.
7. **We** may withdraw cover if at any point your claim has less than a 51% chance of succeeding;
8. **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;
9. **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**.
10. 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**.
11. **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;

12. 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 per hour. This amount may vary from time to time.
13. 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.
14. 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**.
15. **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**.
16. If **you** have Legal Protection 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.
17. 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.

Misuse of you 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:

6. Restrict the cover available to **you** at the next renewal;
7. 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.

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



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