



Your Endsleigh Loop car insurance

Policy wording - Legal cover



Legal helpline service:
0330 1598785

Your Endsleigh Loop car insurance policy wording

Legal cover



Your statement of insurance will show whether **you** have cover under this section. RAC Insurance Limited (**RAC**) is the underwriter and provider of **your** legal expenses insurance.

Definitions

Any word(s) in bold in this document have a specific meaning, which **we** explain below. These definitions are applicable to this section only and are supplementary to the definitions listed in **your** motor policy book. The General Conditions and General Exclusions described in **your** motor policy book also apply in addition to General Conditions and Exclusions that are stated within this section.

Claim

An incident which **we** accept as falling within the terms of this policy and which, in **our** reasonable opinion, is the first incident that could lead to a claim being made

Europe

Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Republic of North Macedonia, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe.

Legal costs

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

- ▶ A **claim** for **uninsured losses**, damages or defence of **your** rights either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **UK** or **Europe**
- ▶ The defence of a prosecution within a court of criminal jurisdiction in the **UK** or **Europe**

Legal representative

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 period

The length of time this policy is in force, from the start date as shown on **your** motor insurance schedule.

RAC/we/us/our

For the purposes of this section of **your** motor insurance policy only means RAC Insurance Limited and any person employed or engaged to provide certain services on its behalf or on behalf of the RAC Group.

Standard terms of appointment

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

England, Scotland, Wales, Northern Ireland, and for the purpose of this policy includes Jersey, Guernsey and the Isle of Man.



Definitions (continued)

Uninsured losses

Your losses directly arising out of a non-fault road traffic accident that are not covered by insurance.

Vehicle

the **UK** registered vehicle shown on **your** motor insurance schedule which is used privately for social, domestic and pleasure purposes, as well as commuting to and from a permanent place of work only.

You/Your

the person(s) named on your motor insurance schedule and any additional drivers authorised by you to drive the **vehicle**.

Section A - Personal injury and uninsured loss recovery

What is covered

If **you** are involved in a road traffic accident in the **UK** or **Europe** during the **policy period** for which **you** are not at fault, and **you** have **uninsured losses**, for example **your** motor insurance excess or a personal injury, that **you** need to recover, once **you** have notified **us** of a **claim**, **we** will:

1. Put **you** in touch with **our legal representative**, who will assess **your claim**; and
2. 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 a maximum of £100,000 per **claim**.

For this section only, **we** will also provide cover for any passengers in the **vehicle**, in addition to **you**.

What is not covered

Claims where the driver of the **vehicle** is not insured.



Section B - Legal defence

What is covered

If **you** have received a Single Justice Procedure Notice or a summons to attend a magistrates' court (or equivalent court outside of England and Wales) for an alleged motoring offence involving the **vehicle** and occurring in the **UK** or **Europe** during the **policy period**, and **you** wish to defend this allegation, **we** will:

1. Provide **you** with help and advice (under the Telephone Legal Helpline, Section D). **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, **we** will appoint and pay up to a maximum of £100,000 per **claim** for a suitable representative to defend the allegation.

What is not covered

1. **We** will not cover **claims** that relate to parking or obstruction offences.
2. **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;

Section C – 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 1598785.

We will give **you** initial legal advice following an accident on any motoring related 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

N/A



Policy conditions

The following conditions apply to all sections of this policy. If **you** do not comply **we** can refuse cover and/ or **your** policy may be cancelled.

1. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
2. 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;
3. **We** will not cover **legal costs** that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**;
4. **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
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**. 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;
9. 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** broker;
10. **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**;
11. If **you** have legal expenses cover with a provider other than **RAC**, **we** will not provide cover if the **claim** under this policy is covered under **your** other insurance.



Complaints

We are committed to providing excellent service. However, **we** realise that there are occasions when **you** may 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 the customer liaison department on **0800 085 8698**. If **you** are unhappy with **our** services under this section of **your** cover please contact **us** as follows:

Write to:	Legal Customer Care, RAC Insurance Limited, Great Park Road, Bradley Stoke , Bristol, BS32 4QN	Email:	legalcustomercare@rac.co.uk
		Telephone:	0330 159 0610

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service (“ODR”) via their website: <http://ec.europa.eu/consumers/odr/>. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note, for qualifying financial services products purchased in the **UK** this will be the UK’s Financial Ombudsman Service.

Financial Ombudsman Service

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.

Write to:	The Financial Ombudsman Service Exchange Tower London E14 9SR
Email:	complaint.info@financial-ombudsman.org.uk
Telephone:	0800 023 4567 from a landline or 0300 123 9123 from a mobile
Website:	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.

Cancellation of your policy

You may cancel this policy at any time by contacting customer services on the number shown in **your** main policy documents. This policy must run alongside **your** main motor policy. Therefore, if **you** cancel the main policy that cancellation will also automatically apply to this policy and cover will cease from that date.

Your Data

For the provision of service under **your** motor legal protection cover, **RAC Motoring Services** and **RAC Insurance Limited** are the data controllers of **your** personal data and are part of **RAC Group Limited** which is also a data controller. This may include special categories of personal data which will be processed for the establishment, exercise or defence of a legal claim.

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 **RAC Motoring Services** and **RAC Insurance Limited** will process **your** personal data and what **your** rights are under the General Data Protection Regulation, please visit rac.co.uk/privacy-policy or contact the Data Protection Officer;

Write to:

Legal Customer Care,
RAC Insurance Limited,
Great Park Road,
Bradley Stoke,
Bristol,
BS32 4QN

Telephone:

0330 159 0610

About your insurer

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If you need our help...

Please call the legal helpline service open
24 hours a day, 365 days a year.

Just call us on **0330 1598785**



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