

Policy Wording

Thank **you** for purchasing this **policy** through **Carole Nash**. The information in this **policy** document is important and contains the terms, conditions, and exclusions of the contract between **you** and the **RAC**. Please take time to read through it and contact **Carole Nash** if **you** need any further information. Failure by **you** to comply with the terms, conditions and exclusions of this **policy** may result in this **policy** not covering **you**.

How to make a claim

Before **you** call, please make sure **you** have **your policy** number, **vehicle** registration and the date of **claim** ready to hand.

To make a **claim** please call **Carole Nash** on:

- For claims under Section A - on 0333 005 2244
- Legal advice and claims under Section B-F - on 0330 343 8732

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**.

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.

Important information about your Carole Nash Motor Legal Expenses Insurance

1. **Your Carole Nash** Motor Legal Expenses Insurance is a contract of insurance between **you** and **RAC Insurance Limited**. The contract consists of:
 - a. This **policy** booklet;
 - b. **Your schedule**, which tells **you** which **vehicles** are covered, how long **you** are covered for, who is covered and the cost of the cover; and
 - c. Any notices **we** send **you**, for example, any letter **we** send **you** notifying **you** if there are any changes.
2. A premium is payable for the contract of insurance which will be made clear to **you** in advance of purchase.
3. **Carole Nash** Motor Legal Expenses Insurance is arranged and administered by **RAC Insurance Limited**.
4. **Carole Nash** Motor Legal Expenses Insurance is intended to provide cover for the costs of:
 - a. Making a **claim** for **uninsured losses** against a person who is at fault for a **road traffic collision** (Section A);
 - b. Defending a prosecution for an alleged motoring offence (Section B);
 - c. Making a **claim** for breach of an agreement relating to the buying, selling, repair, servicing or lease of the **vehicle** (Section C);
 - d. Making a **claim** following the seizure of the **vehicle** due to inaccurate information being stored on the Motor Insurance Database (Section D);
 - e. Defending **legal proceedings** following the use of the **vehicle's** identity without **your** consent (Section E);

It meets the demands and needs of those who wish to ensure such risks are met now and in the future.

- f. **Carole Nash** Motor Legal Expenses Insurance also provides for a telephone legal helpline to assist **you** with advice on any private legal matter. (Section F)
5. There is no limit to the number of claims **you** can make in any **policy** period. The amount that is covered for certain types of claims or for certain sections are set out in this booklet.

Definitions

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

Carole Nash

This **policy** is arranged by **Carole Nash**, a trading style of **Carole Nash** Insurance Consultants Ltd. **Carole Nash** Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority under firm reference number 307243. Company registration no: 2600841. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Claim

Means an incident which **we** accept as falling within the terms of this **Carole Nash** 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

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 or defence 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;
3. and 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 **Carole Nash** 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-E means **RAC** Insurance Ltd;
2. For the provision of services under section F of this **policy** means **RAC Motoring Services**;
3. In each case any person employed or engaged 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;

Motor Legal Expenses Insurance

RAC Motoring Services and RAC Insurance Limited

Means **RAC Motoring Services** and **RAC Insurance Ltd**. Registered in England, United Kingdom; Registered Offices: **RAC House**, Brockhurst Crescent, Walsall WS5 4AW. **RAC Motoring Services** is authorised and regulated by the Financial Conduct Authority under 310208 & 202737. **RAC Insurance Ltd** is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Schedule

Means the document that contains all the specific details of **your policy**, such as:

- dates when your insurance starts and ends (**We** won't cover incidents that happen outside these dates);
- details of the **vehicle** insured
- the level of cover **you** have

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**;

Territorial limits

Means:

- For section A of **your policy**, the **UK** and the European Union;
- For sections B-E of **your policy**, the **UK**;

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**.

WHAT WE COVER YOU FOR:

WHAT WE DON'T COVER YOU FOR:

Section A - Uninsured loss recovery

If **you** are involved in a **road traffic collision** within the **territorial limits** 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;
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**.

A personal injury **claim** for stress, psychological or emotional injury unless **you** have also suffered a physical injury.

Section B - Motor prosecution defence

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 **territorial limits** during the **policy period**, **we** will;

1. Provide **you** with help and advice in respect of the alleged motoring offences;
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 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.

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.

Motor Legal Expenses Insurance

WHAT WE COVER YOU FOR:

WHAT WE DON'T COVER YOU FOR:

Section C - Motor vehicle consumer disputes

If **you** enter into an agreement during the **policy period** and within the **territorial limits** 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;
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 - Motor insurance database disputes

If the **vehicle** is seized within the **territorial limits** and during the **policy period** 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;
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**.

Section E - Vehicle identity theft

If **you** are required to attend court regarding an alleged criminal motoring offence due to the unauthorised use of the **vehicle's** identity within the **territorial limits** and during the **policy period**, or **you** have had a civil or criminal judgment wrongly entered against **you**, **we** will:

1. Provide **you** with help and advice;
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** or challenging a judgment, **we** will cover **you** for **legal costs**, up to the **limit of indemnity**.

1. Claims where the **vehicle's** identity is used without **your** permission by someone living with **you**.
2. **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;

Section F - Telephone legal helpline

We will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call **us** on 0330 343 8732.

We will give **you** initial advice on any private legal matter and any tax 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.

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**.

Motor Legal Expenses Insurance

General conditions and exclusions

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. 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;
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 the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **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. **You** must 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. **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** want 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, which you can request a copy of. You will have to pay any legal costs above the rate **we** would normally pay our preferred **legal representative**, which is £120 per hour. This amount may vary from time to time. If for any reason we can't agree to your suggested **legal representative**, **we** will ask the Law Society of England and Wales (or a similar body) to name one;
11. 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**;
12. **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**;
13. 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.
14. 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 only cancel this **policy** alongside **your** main car insurance **policy** or choose not to renew by calling **Carole Nash** customer services on: 0330 343 8628.

If **you** cancel within 14 days, **you** will be entitled to a full refund of any premium paid providing **you** have not made any claims.

If cancelled outside of the 14 days, **we** will refund the premium for the exact number of days left on **your policy**.

Cancelling a direct debit will not always cancel **your policy**, if **you** wish to cancel the **policy** then contact **Carole Nash** on 0333 005 2127.

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:

5. Restrict the cover available to **you** at the next renewal;
4. 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

At **Carole Nash**, **our** aim is to always exceed **your** expectations and to get things right, on time, every time. **We** also recognise that sometimes mistakes can happen and **we** get things wrong.

If **you** need to complain, please contact **Carole Nash** as follows:-

For any enquiry or complaint **you** may have regarding the sale of this **policy**,

- Starting a Live Chat - **we're** online 9.00 am-6pm Monday to Friday, and 9am-5pm on Saturdays.
- Calling **our** team on 0333 005 2127
- Writing to **us** at: Complaints, **Carole Nash**, Complaints Department, Nile Street, Burslem, Stoke-On-Trent ST6 2BA
- Completing **our** online complaints form. (www.carolnash.com/contact-us)

For any enquiry or complaints relating to the services provided by the **RAC**, please contact:

Legal Customer Care

RAC Motoring Services,
Great Park Road,
Bradley Stoke,
Bristol,
BS32 4QN

legalcustomercare@rac.co.uk

Telephone: 0330 159 0610

If **you** should remain dissatisfied, once **Carole Nash** or the **RAC** has had the opportunity to resolve **your** complaint, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at Exchange Tower, Harbour Exchange Square, London E14 9SR.

Telephone: 0800 023 4567.

E-mail: complaint.info@financial-ombudsman.org.uk

Website: www.financialombudsman.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** 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](https://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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