



## ➔ Motor Legal Protection Policy

### Insurance for your Volkswagen Polo

This cover is applicable only if the Schedule shows that Motor Legal Protection cover is included. The Motor Legal Protection Policy provides 4 independent sections of cover:-

- Section 1 - Uninsured Loss Recovery
- Section 2 - Replacement Vehicle and Vehicle Repair
- Section 3 - Motor Prosecution Defence
- Section 4 - Motor Legal Helpline

The High Level Summary of Cover is shown below and you will find the Detailed Policy Wording on the following pages.

### High Level Summary of Cover

This details the high level summary for each section of your Motor Legal Protection Policy.

## 📞 How to make a claim

Sections 1 and 2 - To make a claim under sections 1 and 2 of this Motor Legal Protection Policy please call our claims line **0344 209 0477** 24 hours a day 365 days a year.

Sections 3 and 4 - To make a claim under sections 3 and 4 of this Motor Legal Protection Policy please call our claims line **0344 858 9093** 24 hours a day 365 days a year.

### 1 Uninsured Loss Recovery

#### What is covered under this section of the policy?

If you have had an accident that wasn't your fault, we can instruct a solicitor to act on your behalf and attempt to claim compensation for your uninsured losses including any personal injury. This section provides cover for your legal expenses incurred in pursuing your claim.

#### What Are Uninsured Losses?

These are losses which you, your driver or passengers incur as a result of an accident which was not their fault that are not covered under any insurance policy. Losses can include your policy excess, loss of earnings, compensation for any injuries or vehicle hire charges. Other losses could include your vehicle repair costs, medical fees, compensation for the loss of use of your vehicle, damage to personal belongings, vehicle recovery, storage charges and out of pocket expenses.

#### Significant features and limitations of this section of the policy

- Cover is provided up to a maximum of £100,000 for legal expenses.
- Any claims must be reported within 180 days of the accident.
- The identity of the third party must be known and they must have held valid motor insurance at the time of the accident.
- There must be reasonable prospects of success against the third party.
- The estimated legal costs for the claim must not exceed the estimated value of the claim.

### 2 Replacement Vehicle and Vehicle Repair

#### What is covered under this section of the policy?

In addition to the cover provided under this policy, if you have had an accident that wasn't your fault, you may be entitled to an alternative hire vehicle that may be an equivalent type to your own whilst yours is off the road and we may be able to arrange to have your vehicle repaired and provide you with up to 12 months interest free credit on the repairs made.

#### Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Any replacement vehicle is subject to the terms and conditions of the replacement vehicle provider.
- Any claims must be reported within 14 days of the incident.

### 3 Motor Prosecution Defence

#### What is covered under this section of the policy?

If you are facing suspension or disqualification of your driving licence, we can instruct a solicitor to act on your behalf. This section provides cover for your legal expenses incurred in defending your legal rights.

#### Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Cover is provided up to a maximum of £20,000 for legal expenses.
- Cover is provided if you are facing suspension or disqualification of your driving licence.

- There must be reasonable prospects of avoiding a suspension or disqualification.
- Cover does not include any fines and penalties.
- Cover excludes any charges relating to alcohol and /or drugs.

## 4 Motor Legal Helpline

### What is covered under this section of the policy?

If you require legal advice relating to a motoring issue, our helpline is here to assist.

### Significant features and limitations of this section of the policy

- Provision of advice on motoring legal problems
- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.

## Detailed Policy Wording

This details the full policy wording for each section of your Motor Legal Protection Policy.

### Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this Motor Legal Protection Policy:

Word	Definition
<b>ACM</b>	Means ACM ULR Limited, whose role is to administer this policy.
<b>Alternative Hire Vehicle</b>	Means a vehicle provided to the <b>Insured</b> under a credit hire agreement.
<b>Claim</b>	Means a civil claim for damages for any <b>Uninsured Loss</b> arising out of an <b>Insured Event</b> .
<b>Conditional Fee Agreement / Damages Based Agreement</b>	An agreement between <b>You</b> and the <b>Solicitor</b> which sets out the terms under which the <b>Solicitor</b> will charge <b>You</b> for their own fees.
<b>Court</b>	Means a court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the <b>Litigation</b> is proceeding.
<b>Insured</b>	The person, firm or company to whom this policy has been issued and who has paid the premium.
<b>Insured Event</b>	Means a road traffic accident arising from the negligence of a <b>Third Party</b> .
<b>Insured Liability</b>	<b>Your</b> legal obligation to pay <b>Third Party Costs</b> , <b>Own Solicitor's Costs</b> and <b>Own Disbursements</b> which <b>We</b> have agreed to provide cover for up to the <b>Limit of Indemnity</b> .
<b>Insured Vehicle</b>	The motor car, motorcycle or commercial vehicle specified in the underlying policy of motor insurance taken out by the <b>Insured</b> , including any caravan, sidecar or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.
<b>Legal Costs and Expenses</b>	Solicitor's costs and expenses incurred in defending the legal rights of the <b>Insured</b> .
<b>Limit of Indemnity</b>	Is the maximum sum that the <b>Underwriter</b> will pay in total in respect of <b>Your Insured Liability</b> in relation to the <b>Litigation</b> subject always to the maximum amount of £100,000.
<b>Litigation</b>	All work reasonably undertaken by the <b>Solicitor</b> to pursue <b>Your Claim</b> and work to have been undertaken with the approval of the <b>Underwriter</b> and subject to the jurisdiction of the <b>Court</b> .
<b>Motor Vehicle Insurance Policy</b>	Means the vehicle insurance policy issued to the <b>Insured</b> in compliance with the Road Traffic Act.
<b>Order</b>	Means an order made by the <b>Court</b> in connection with the <b>Litigation</b> .
<b>Own Disbursements</b>	Means <b>Your</b> liability for the following, reasonably and proportionally incurred, expenses for: Medical records, DVLA search fees, police accident report, experts reports, court fees, witness expenses and such other fees required for the proper advancement of the <b>Litigation</b> as <b>We</b> agree.
<b>Own Solicitor's Costs</b>	The reasonable and proportionate but irrecoverable costs incurred by the <b>Solicitor</b> on a standard basis which <b>You</b> have to pay but excluding any percentage uplift applied to those costs under any <b>Conditional Fee Agreement</b> or any fee charged based on a percentage of the damages <b>You</b> recover under a <b>Damages Based Agreement</b> .
<b>Period of Insurance</b>	Means the period during which the <b>Motor Vehicle Insurance Policy</b> is in force.
<b>Prospects of Success</b>	The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the <b>Third Party</b> and where <b>Your Claim</b> outweighs <b>Your Own Solicitor's Costs</b> and <b>Your Own Disbursements</b> of pursuing the <b>Claim</b> .
<b>Solicitor</b>	The appropriately qualified lawyer or legal representative appointed to act on behalf of <b>You</b> .
<b>Special Territorial Limits</b>	Means England, Wales, Scotland, Northern Ireland and Isle of Man.
<b>Territorial Limits</b>	Means countries in the EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.
<b>Third Party</b>	Means the other person and/or party responsible for the <b>Insured Event</b> excluding <b>You</b> .



<b>Third Party Costs</b>	<b>Third Party</b> legal fees, disbursements and expenses which <b>You</b> are ordered to pay by a <b>Court</b> or which, with <b>Our</b> approval, <b>You</b> : a) Agree to pay; or b) Become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or c) Become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of <b>Your Solicitor</b> and agreed by <b>Us</b> ; or d) Become liable to pay by discontinuing the <b>Litigation</b> under Part 38 of the Civil Procedure Rules.
<b>Underwriter</b>	RAC Insurance Ltd, who underwrites Section 1 and Section 3 of this Motor Legal Protection Policy.
<b>Uninsured Loss</b>	Means any loss sustained by <b>You</b> arising out of an <b>Insured Event</b> where such loss is recoverable from the insurers of the <b>Third Party</b> .
<b>We, Us, Our</b>	Means <b>ACM</b> and/or the <b>Underwriter</b> where appropriate.
<b>You, Your</b>	The <b>Insured</b> and any authorised driver of or passenger carried in or on the <b>Insured Vehicle</b> , or their legal representatives in the event of death.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date.

Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

## 1 Uninsured Loss Recovery

This section is underwritten by RAC Insurance Ltd and administered by ACM ULR Limited.

### 1. What is Covered

- 1.1 The **Underwriter** will indemnify **You** against **Your Insured Liability** for any **Claim** against a **Third Party** arising from or out of:
  - Uninsured Loss – Any financial losses **You** suffer as a result of an **Insured Event** and which **You** are not insured for under any other policy of insurance.
  - Personal Injury - **Your** death or personal injury suffered as a result of an **Insured Event**.
- 1.2 The **Underwriter** will indemnify **You** against **Your Insured Liability** in relation to the above, subject to:
  - The **Insured Event** taking place within the **Territorial Limits** and within the **Period of Insurance**;
  - The **Litigation** having **Prospects of Success**;
  - The maximum sum **We** pay not exceeding the **Limit of Indemnity**; and
  - The terms and conditions of this policy.

### 2. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

- 2.1 Any **Third Party Costs**, **Own Solicitor's Costs** and **Own Disbursements** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- 2.2 Any appeal against any **Order** made in the **Litigation**.
- 2.3 **Own Solicitor's Costs** to the extent that the hourly rate of a solicitor chosen by **You** exceeds the rates set out in **Our** Non-panel Solicitor Terms and Conditions.
- 2.4 Any **Claim** where the **Third Party** cannot be traced or does not hold valid motor insurance at the time of the accident.
- 2.5 Any **Claim** not reported to **Us** within 180 days of the occurrence of the **Insured Event**.
- 2.6 Any **Claim** or counter claims made against **You** by the **Third Party**.
- 2.7 Any legal proceedings dealt with by a court or other body, outside the United Kingdom and/or to which **We** have not agreed.

### 3. General Conditions

#### Conduct of the Litigation

- 3.1 **We** can attempt to settle **Your Claim** arising from the **Insured Event** prior to the appointment of a **Solicitor** or the start of

#### Litigation.

- 3.2 **We** can take over conduct of the **Litigation** at any time in **Your** name.
- 3.3 **We** can issue **Court** proceedings for the **Underwriter's** benefit in **Your** name to recover any payments **We** or the **Underwriter** have made under this policy.
- 3.4 **We** may at **Our** discretion discharge all liabilities to **You** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **Limit of Indemnity**.
- 3.5 Where proceedings are to be commenced in respect of an **Insured Event** occurring within the **Territorial Limits** and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.
- Your Obligations**
- 3.6 **You** must report all **Claims** to **Us** without delay and not later than 180 days after the **Insured Event**.
- 3.7 For **Claims** being decided by a **Court** in England and Wales, **You** will be required to enter into a **Conditional Fee Agreement** with the **Solicitor** under which if **You** lose **Your Claim** **You** will not be required to pay their fees, provided **You** have complied with the terms and conditions of the **Conditional Fee Agreement**.
- 3.8 The **Litigation** must be conducted in a manner such that **Your Insured Liability** is reasonable and proportionate to **Your Claim**.
- 3.9 **You** must co-operate with **Us** at all times and forward any communications received in connection with an **Insured Event** to **Us** without delay and supply **Us** with any information **We** require.
- 3.10 **You** must co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **Litigation**.
- 3.11 **You** must advise **Us** immediately of any offers of payments to settle the **Litigation**.
- 3.12 **You** must not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
- 3.13 **You** must co-operate fully with **Us** to assist **Us** to recover any payments **We** have made on **Your** behalf in respect of **Your Insured Liability**.
- 3.14 **You** must adhere to the terms and conditions of this policy at all times. If **You** make any **Claim** under this policy which is fraudulent or false or where there is collusion between **You** and the **Third Party** or any witness this policy shall be declared void and shall no longer apply.
- 3.15 **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **Us**, **Your Solicitor** or anyone else in relation to **Your Claim** and if **You** do so then this policy shall be declared void and shall no longer apply.

#### 4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 Where appropriate **We** will pass the **Claim** to a **Solicitor** to be dealt with. They will be instructed in **Your** name and may negotiate and settle the **Claim** for losses arising from the **Insured Event** on **Your** behalf.
- 4.3 Where **Court** proceedings are necessary or where it is otherwise required, the legal representative will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the costs of any **Litigation**.
- 4.4 Once **Your** chosen solicitor has signed **Our** Non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **Your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

#### 5. Terms applicable to Own Solicitors Costs and Own Disbursements

- 5.1 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** after the conclusion of the **Litigation**.
- 5.2 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** to the extent that **You** do not recover **Own Solicitor's Costs** and **Own Disbursements** from the **Third Party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **Order** as to **Own Solicitor's Costs** and **Own Disbursements**.
- 5.3 Any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** is subject to the following conditions:
- It is necessary to incur **Own Solicitor's Costs** and **Own Disbursements** in order to proceed with **Your** case and the costs are reasonable and proportionate in amount;
  - Where **Own Solicitor's Costs** and **Own Disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **Your Solicitor** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
  - **You** will repay any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** if **We** pay them and they are subsequently recovered by **You** from the **Third Party**;
  - **We** shall not be liable to indemnify **You** for VAT on any **Insured Liability** if and to the extent that the VAT can be recovered;
  - **You** will not be entitled to indemnity if, without the **Underwriter's** approval, **You** conclude a settlement with the **Third Party** or discontinue the **Litigation** on terms which preclude **Your** recovery of **Own Solicitor's Costs** and **Own Disbursements**; and
  - In the event of **You** appointing **Your** own solicitor **We** will only be liable to pay **Own Solicitors Costs** at the rate set out in **Our** Non-panel Solicitor Terms and Conditions. If the chosen solicitor charges an hourly rate in excess of the rate set out in **Our** Non-panel Solicitor Terms and Conditions **You** will be solely responsible for the shortfall.

#### 6. Dual insurance

- 6.1 If **You** have another policy of legal expenses insurance that provides cover for **Your Claim** and **Litigation**, **We** will only cover **Our** proportionate share of the **Claim** and **Litigation** assuming that the other policy of legal expenses insurance had paid out in full.

#### 7. Disputes

- 7.1 If **We** do not initially think there is a reasonable **Prospect of Success**, **We** will, at **Your** request, pay for **Your Claim** to be reviewed by **Us**, for a period of up to 3 hours to reassess the **Prospects of Success**.
- 7.2 Any dispute between **You** and **Us** in relation to **Your Claim** and/or **Litigation**, that has not been resolved as part of the complaints procedure within the Customer Satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **You** and **Us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and

shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **You** shall not be recoverable under this policy.

## 2 Replacement Vehicle and Vehicle Repair

This section is administered by ACM ULR Limited.

### 1. What is Covered

- 1.1 In addition to the cover provided by this policy, if the damage to the **Insured Vehicle** occurs within the **Special Territorial Limits**, **We** may be able to offer the following additional services, independently from this policy:
- **We** may be able to obtain an **Alternative Hire Vehicle** of an equivalent type, pending repair or replacement of the **Insured Vehicle**, if the damage prevents the **Insured Vehicle** from being driven and is caused by the negligent or wilful act of a **Third Party** who has the benefit of valid motor insurance and provided **We** have identified the **Third Party** and their insurers.
  - If the damage to the **Insured Vehicle** is caused by the negligent or wilful act of a **Third Party** who has the benefit of valid motor insurance then, provided **We** have identified the **Third Party** and their insurers and the **Insured Vehicle** can be repaired, **We** may be able to arrange to have the **Insured Vehicle** repaired and to provide **You** with up to 12 months interest free credit on the repairs made.

### 2. General Conditions

- 2.1 **You** must report the damage to the **Insured Vehicle** to **Us** within 14 days of the incident.
- 2.2 Provision of the **Alternative Hire Vehicle** is subject to the terms and conditions of the provider of the **Alternative Hire Vehicle**. These are available from the provider at the time the **Alternative Hire Vehicle** is provided or can be obtained from **ACM** on request.
- 2.3 **You** must provide any assistance required by **ACM** or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **Alternative Hire Vehicle** from any **Third Party** at fault in connection with the incident giving rise to the damage to the **Insured Vehicle**, including permitting **ACM** or any such representative to take proceedings in **Your** name and/or assigning any rights against any such **Third Party** to **ACM** or its representative.
- 2.4 The **Alternative Hire Vehicle** provided will be a manual transmission vehicle unless **Your** driving licence only permits **You** to drive an automatic transmission vehicle in which case an automatic transmission vehicle will be provided.
- 2.5 **You** must produce **Your** original full valid driving licence and disclose any driving penalty notices or convictions before an **Alternative Hire Vehicle** will be provided.
- 2.6 **You** must provide valid credit or debit card details before an **Alternative Hire Vehicle** will be provided.
- 2.7 **You** will be responsible for any fuel costs, fares, fines and fees.
- 2.8 **You** must pay a security/fuel deposit when an **Alternative Hire Vehicle** is provided. This is refundable on return provided the **Alternative Hire Vehicle** is free from damage and has the same amount of fuel as when provided.
- 2.9 **You** can choose to upgrade to any vehicle other than the **Alternative Hire Vehicle** offered, but the costs of such upgrade will be **Your** responsibility.
- 2.10 No **Alternative Hire Vehicle** may be used outside the **Special Territorial Limits**.
- 2.11 **You** will be responsible for any hire costs if **You** fail to return the **Alternative Hire Vehicle** when requested to do so by the provider of the **Alternative Hire Vehicle**.

### 3. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:-

- 3.1 The damage to the **Insured Vehicle** took place prior to the **Period of Insurance**.





## 3 Motor Prosecution Defence

This section is underwritten by RAC Insurance Ltd and administered by ACM ULR Limited.

### 1. What is Covered

- 1.1 **We** will pay up to £20,000 in defending the legal rights of the **Insured** including an appeal against conviction or sentence after an event where the **Insured** receives a summons, a requisition for prosecution, or is charged and required to go to court which arises as a result of the **Insured** using the **Insured Vehicle** where:-
- The **Insured** is facing suspension or disqualification of their driving licence; and
  - The representative of the **Insured** considers that there are reasonable prospects of avoiding that outcome; and
  - The **Insured Vehicle** was being used within the **Special Territorial Limits**.

### 2. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

- 2.1 If **We** consider that there is no realistic prospect of a disqualification or suspension, or of avoiding a disqualification or suspension.
- 2.2 Any **Legal Costs and Expenses** covered by **Your Motor Vehicle Insurance Policy**.
- 2.3 If **You** fail to provide **Us** with reasonable notice of a prosecution and **We** or **Your Solicitor** is unable to prepare in advance of any hearing.
- 2.4 If **We** have not agreed to the **Legal Costs and Expenses** involved in **Your** claim.
- 2.5 Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by **You**.
- 2.6 Any fines, penalties, court costs, prosecution costs, victim surcharges or compensation awarded against **You** by a criminal court.
- 2.7 Any offences which are brought against **You** and for which **You** are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

### 3. General Conditions

- 3.1 **You** must co-operate with **Us** at all times and forward any communications received in connection with **Your** prosecution without delay and supply **Us** with any information **We** require.
- 3.2 **You** must co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances.
- 3.3 **You** must not attempt to exaggerate or mislead **Us**, **Your Solicitor** or anyone else in relation to **Your** prosecution, otherwise this policy shall be declared void and no longer apply.

### 4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 Where appropriate **We** will appoint a **Solicitor** to act on **Your** behalf.
- 4.3 If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the **Legal Costs and Expenses**.
- 4.4 Once **Your** chosen solicitor has signed **Our** Non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **Your** rights under regulation

6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

## 4 Motor Legal Helpline

This section is administered by ACM ULR Limited.

### 1. What is Covered

- 1.1 If the **Insured** requires legal advice relating to a motoring issue, **Our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **Special Territorial Limits**.

## ➔ General Terms and Conditions

### Applicable to Sections 1, 2, 3 and 4

### 1. How to make a claim

- 1.1 Sections 1 and 2 - To make a claim under sections 1 and 2 of this Motor Legal Protection Policy please call our claims line **0344 209 0477** 24 hours a day 365 days a year.
- Sections 3 and 4 - To make a claim under sections 3 and 4 of this Motor Legal Protection Policy please call our claims line **0344 858 9093** 24 hours a day 365 days a year.
- You** will need to confirm the following:
- Policyholder's name and address
  - Policy number

### 2. What is not Covered

In addition to the items listed in Sections 1, 2, 3 and 4, the following are also not covered under this policy:

- 2.1 Any **Claim** or service offered by this policy arising out of or relating to any deliberate criminal act or omission committed by **You**, or fines and penalties imposed by a criminal court.
- 2.2 Any **Claim** or service offered by this policy where the **Insured** does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under the **Motor Vehicle Insurance Policy**.
- 2.3 Any **Claim** or service offered by this policy where the **Insured** has not paid the premium.
- 2.4 Any **Claim** or service offered by this policy occurring from use of the **Insured Vehicle** for motor racing, rallies, speed trials or competitions of any kind.
- 2.5 Any **Claim** or service offered by this policy where the **Insured Vehicle** is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **Insured Event**.
- 2.6 Any **Claim** or service offered by this policy that is made by the driver of the **Insured Vehicle** where the driver does not have a valid driving licence.
- 2.7 Any **Claim** or service offered arising from:-
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it;
  - Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under any government or public or local authority;
  - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
  - The failure of any device to recognise, interpret or process any date as its true calendar date.

### 3. Cancellation

- 3.1 This policy will automatically be cancelled in the event that the underlying **Motor Vehicle Insurance Policy**, in

connection with which it is arranged, is cancelled or avoided at any time.

#### **Where You cancel Your policy**

- 3.2 **You** may cancel this policy at any time by contacting Customer Services on the number shown in **Your Motor Vehicle Insurance Policy**. For further details including cancellation fees and any refund of premium due, please read the cancellation sections in **Your Motor Vehicle Insurance Policy**.

#### **Where We cancel Your policy**

- 3.3 **We** may cancel this policy at any time provided that **We** give **You** 30 days notice. **We** will only cancel this policy if there are serious grounds to do so such as serious breaches of the terms and conditions of this policy, if **We** reasonably suspect fraud or the misrepresentation of **Your Claim**, if **You** act in an abusive or threatening manner to **Our** staff or if **You** fail to respond to **Our** requests for additional information.

For further details including cancellation fees and any refund of premium due, please read the cancellation sections in **Your Motor Vehicle Insurance Policy**.

#### **4. Automatic Renewal**

- 4.1 For **Your** protection, **We** reserve the right to automatically renew this policy annually in conjunction with the underlying **Motor Vehicle Insurance Policy**. If **We** do not receive **Your** instructions to cancel the policy from the renewal date, **We** may, at **Our** option, renew **Your** policy. **You** will then be liable for any premiums that fall due. **You** may opt out of the automatic renewal process at any time by contacting **Our** Customer Services helpline shown in **Your main Motor Vehicle Insurance Policy** documents.

#### **5. Subrogation**

- 5.1 If **We** make a payment under this policy, **We** will be subrogated to any and all of **Your** rights in connection with such payment. **You** also agree to give **Us** as much assistance as **We** may reasonably require in relation to the exercise by **Us** of **Our** subrogated rights.

#### **6. Contracts (Rights of Third Parties) Act 1999**

- 6.1 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

#### **7. Dishonest and fraudulent claims**

- 7.1 If the **Court** makes a finding of fraud this policy shall be cancelled from the outset and all rights that **You** have under this policy shall be forfeited. **We** shall be entitled to recover any payments **We** have previously made.

#### **8. Assignment**

- 8.1 **You** may not assign **Your** rights under this policy without **Our** prior written consent.

#### **9. Governing Law**

- 9.1 **We** and **You** agree that this policy shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

#### **10. Change of Law**

- 10.1 **We** reserve the right to amend this policy or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this policy that may, from time to time come into force.

#### **11. Customer Satisfaction**

- 11.1 Any enquiry or complaint regarding this policy may be addressed to: the Customer Relations Department, ACM ULR Limited, Fusion House, Bretton Way, Bretton, Peterborough, PE3 8BG.

If **You** are not satisfied with the way the complaint has been dealt with **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR and their telephone numbers are 0800 023 4567 from a landline and 0300 123 9123 from a mobile.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The complaints procedure above does not affect any legal rights **You** may have.

#### **11.2 Financial Services Compensation Scheme**

RAC Insurance Ltd, who underwrites Section 1 and Section 3 of this policy, is covered by the Financial Services Compensation

Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the FSCS on their website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them on 0800 678 1100.

**ACM** is a trading name of ACM ULR Limited Registered No 3832599 Registered office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408.

RAC Insurance Ltd (Registered office in UK: RAC House, Brockhurst Crescent, Walsall, WS5 4AW. Registered No. 2355834) RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Conduct Authority reference number 202737.

**You** can check the above details on the Financial Services Register by visiting the FCA website [www.fca.org.uk](http://www.fca.org.uk).

#### **12. Data Protection**

- 12.1 BISL Limited and **ACM ULR** Limited are the data controllers in relation to the data that is processed for the purpose of the arrangement and administration of this policy. Please refer to the data protection notice in **Your Motor Vehicle Insurance Policy** documents which contains full details of how **Your** data is used and information about **Your** rights regarding **Your** data.

Any **Solicitor** dealing with a **Claim** will become a data controller of any data they collect in relation to that **Claim** and any processing will be subject to the **Solicitor's** data protection notice.

Data relating to **Your** policy will also be shared with RAC Insurance Ltd (RAC) who will be a data controller of the data they receive from **Us** and any data that they collect in relation to **Your Claim**.

**You** can contact the Data Protection Officer for BISL Limited or **ACM ULR** Limited by writing to Data Protection Officer, Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS or emailing [DPO@bglgroup.co.uk](mailto:DPO@bglgroup.co.uk). **You** can contact the Data Protection Officer for RAC by emailing our Data Protection Officer at [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

#### **Use of Your data by RAC**

This section provides a short summary of how RAC collects and uses **Your** data. For more information about how RAC process data please visit their privacy notice which is available at [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy). Alternatively **You** can obtain a copy of their privacy notice by contacting their Data Protection Officer whose contact details are above.

#### **What data will RAC use?**

There are three types of data RAC will hold about **You**:

1. **Personal data:** i.e. information RAC holds on its records which identifies **You**. This includes **Your** name, address, email address, telephone number and date of birth;
2. **Non-personal data:** RAC will also hold data about **You** that is not personal, for example, information about **Your** vehicle; and
3. **Special category data:** In very limited circumstances, RAC will hold special categories of personal data, for example, relating to **Your** health. RAC will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

#### **How RAC collects your data**

RAC obtains **Your** data when **You** contact them directly in relation to **Your** cover and **Your** policy. RAC also obtains **Your** data from **Us** when **You** purchase this policy and/or if **You** report a new claim to **Us** in relation to this policy.

#### **How RAC will use your data**

RAC will use **Your** personal data for the purposes of providing insurance, handling **Claims** and any other related services under **Your** policy. They will also use **Your** data to safeguard against fraud and money laundering and to meet their general legal or regulatory obligations.

RAC also monitors and records any communications



with **You** including telephone conversations and emails for quality and compliance reasons.

RAC may disclose **Your** personal data to third parties involved in providing products or services to them, or to service providers who perform services on their behalf.

**You** have a number of rights relating to **Your** personal data. For information about **Your** rights, please visit [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy), contact their Data Protection Officer or contact their Customer Service Team:

1. Call their Customer Service Team: 0330 159 0610; or
2. Email them: [legalcustomercare@rac.co.uk](mailto:legalcustomercare@rac.co.uk); or
3. Write to them:

Freepost RTLA-HZHB-CESE

RAC Insurance Limited

Great Park Road

Bradley Stoke

Bristol

BS32 4QN

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