

Thank you for purchasing this policy through **Mackenzie Hodgson**. 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 **Mackenzie Hodgson** 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 **Mackenzie Hodgson** on:

- For **claims** under Section A - on **0330 343 9247**
- Legal advice and **claims** under Section B-F - on **0330 343 8728**

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 Tynetalk.

## Important information about your Mackenzie Hodgson Motor Legal Expenses Insurance

1. **Your** Mackenzie Hodgson 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. Mackenzie Hodgson Motor Legal Expenses Insurance is arranged and administered by **RAC Insurance Limited**.
4. Mackenzie Hodgson 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. Mackenzie Hodgson 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.

### Mackenzie Hodgson

Mackenzie Hodgson is a trading name of Atlanta Insurance Intermediaries Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference 309599. Company registration number: 756681. Registered address: Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB. All policies are arranged and administered on behalf of Mackenzie Hodgson by Carole Nash Insurance Consultants Limited. Authorised and Regulated by the Financial Conduct Authority under firm reference number 307243. Company registration number: 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 Mackenzie Hodgson 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

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 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; 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 Mackenzie Hodgson 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;

### 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:

- a. For section A of **your policy**, the **UK** and the European Union;
- b. 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:
<p><b>Section A - Uninsured Loss Recovery</b></p> <p>If <b>you</b> are involved in a <b>road traffic collision</b> within the <b>territorial limits</b> during the <b>policy period</b> for which <b>you</b> are not at fault, and <b>you</b> have <b>uninsured losses</b>, for example <b>your</b> motor insurance excess or compensation for personal injury, that <b>you</b> need to recover <b>we</b> will;</p> <ol style="list-style-type: none"> <li>1. Provide <b>you</b> or your passengers with help and advice;</li> <li>2. Put <b>you</b> in touch with our <b>legal representative</b>, who will assess <b>your claim</b>; and</li> <li>3. If <b>our legal representative</b>, in their reasonable opinion, agrees <b>your claim</b> (including an appeal or defence of an appeal) has a 51% or greater chance of succeeding, <b>we</b> will cover <b>you</b> or <b>your</b> passengers for <b>legal costs</b>, up to the <b>limit of indemnity</b>.</li> </ol>	<p>A personal injury <b>claim</b> for stress, psychological or emotional injury unless <b>you</b> have also suffered a physical injury.</p>
<p><b>Section B - Motor Prosecution Defence</b></p> <p>If <b>you</b> have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving <b>your vehicle</b> and occurring within the <b>territorial limits</b> during the <b>policy period</b>, <b>we</b> will;</p> <ol style="list-style-type: none"> <li>1. Provide <b>you</b> with help and advice in respect of the alleged motoring offences;</li> <li>2. Put <b>you</b> in touch with our <b>legal representative</b>, who will assess <b>your case</b>; and</li> <li>3. If in their reasonable opinion, <b>our legal representative</b> agrees <b>you</b> have a 51% or greater chance of success, <b>we</b> will appoint and pay up to the <b>limit of indemnity</b> for a suitable representative to either:             <ol style="list-style-type: none"> <li>a. Defend the allegation; or</li> <li>b. If <b>you</b> plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in <b>you</b> being disqualified or suspended from driving. This is known as a plea in mitigation.</li> <li>c. Appeal against <b>your</b> conviction or sentence.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. <b>We</b> cannot provide help if <b>your</b> summons relates to violence, alcohol or drugs related offences or if <b>you</b> had no valid licence or no licence at all;</li> <li>2. <b>Claims</b> relating to parking offences where penalty points are not applicable to the offence.</li> <li>3. <b>We</b> will not pay fines, costs or other penalties a court of criminal jurisdiction orders <b>you</b> to pay;</li> <li>4. Mitigation of a guilty plea if, in <b>our</b> reasonable opinion, it would not make a material difference to the outcome of <b>your</b> sentence.</li> </ol>
<p><b>Section C - Motor Vehicle Consumer Disputes</b></p> <p>If <b>you</b> enter into an agreement during the <b>policy period</b> and within the <b>territorial limits</b> relating to a contract for the sale, purchase, servicing, repair, testing, hire or hire purchase of the <b>vehicle</b> and wish to claim compensation for a breach of that agreement or defend any <b>claim</b> relating to that agreement, <b>we</b> will:</p> <ol style="list-style-type: none"> <li>1. Provide <b>you</b> with help and advice;</li> <li>2. Put <b>you</b> in touch with our <b>legal representative</b>, who will assess <b>your case</b>; and</li> <li>3. If our <b>legal representative</b>, in their reasonable opinion, agrees <b>your claim</b> has a 51% or greater chance of succeeding, <b>we</b> will cover you for <b>legal costs</b>, up to the <b>limit of indemnity</b>.</li> </ol>	

WHAT WE COVER YOU FOR:	WHAT WE DON'T COVER YOU FOR:
<p><b>Section D - Motor Insurance Database Disputes</b></p> <p>If the <b>vehicle</b> is seized within the <b>territorial limits</b> and during the <b>policy period</b> by the police, local authority or government agency, due to incorrect information being stored on the Motor Insurance Database, which is a result of <b>your</b> insurance company failing to update the Motor Insurers' Bureau, <b>we</b> will:</p> <ol style="list-style-type: none"> <li>1. Provide <b>you</b> with help and advice;</li> <li>2. Put <b>you</b> in touch with <b>our legal representative</b>, who will assess <b>your</b> case; and</li> <li>3. If in their reasonable opinion, <b>our legal representative</b> agrees <b>you</b> have a 51% or greater chance of successfully challenging the decision to seize the <b>vehicle</b>, <b>we</b> will cover <b>you</b> for <b>legal costs</b>, up to the <b>limit of indemnity</b>.</li> </ol>	
<p><b>Section E - Vehicle Identity Theft</b></p> <p>If <b>you</b> are required to attend court regarding an alleged criminal motoring offence due to the unauthorised use of the <b>vehicle's</b> identity within the <b>territorial limits</b> and during the <b>policy period</b>, or <b>you</b> have had a civil or criminal judgment wrongly entered against you, <b>we</b> will:</p> <ol style="list-style-type: none"> <li>1. Provide <b>you</b> with help and advice;</li> <li>2. Put <b>you</b> in touch with <b>our legal representative</b>, who will assess <b>your</b> case; and</li> <li>3. If in their reasonable opinion, <b>our legal representative</b> agrees <b>you</b> have a 51% or greater chance of successfully defending <b>legal proceedings</b> or challenging a judgment, <b>we</b> will cover <b>you</b> for <b>legal costs</b>, up to the <b>limit of indemnity</b>.</li> </ol>	<ol style="list-style-type: none"> <li>1. <b>Claims</b> where the <b>vehicle's</b> identity is used without <b>your</b> permission by someone living with <b>you</b>.</li> <li>2. <b>We</b> will not pay fines, costs or other penalties a court of criminal jurisdiction orders <b>you</b> to pay;</li> </ol>
<p><b>Section F - Telephone Legal Helpline</b></p> <p><b>We</b> will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call <b>us</b> on 0330 343 8728.</p> <p><b>We</b> will give <b>you</b> initial advice on any private legal matter and any tax matter within the <b>UK</b>. Where possible, <b>we</b> will tell you what <b>your</b> legal rights are, which options are available to <b>you</b> and how best to implement them. <b>We</b> will let <b>you</b> know if <b>you</b> need a lawyer.</p>	<ol style="list-style-type: none"> <li>1. Advice where, in <b>our</b> reasonable opinion, <b>we</b> have already given <b>you</b> the options available,</li> <li>2. Advice relating to immigration or judicial review; and</li> <li>3. Advice against <b>us</b>.</li> </ol>

## 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 cancel **your policy** within the cooling off period, being 14 days from the later of:

1. the start date; or
2. the date **you** receive your **policy** documents.

If **you** do this, **we** will cancel the policy with immediate effect from the day **you** request it and **we** will refund **your** premium in full unless **you** have made a **claim** within this cooling off period.

If **you** cancel 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 **Mackenzie Hodgson** on 0330 343 8748.

## 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:

1. Restrict the cover available to **you** at the next renewal;
2. 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

**We** are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected.

If **you** wish to complain about the services provided by **Mackenzie Hodgson**, such as the way **your policy** was sold to **you**, please contact **Mackenzie Hodgson** as follows:

Starting a Live Chat – we're online 9am – 6pm Monday to Friday, and 9am – 5pm on Saturdays.

Calling **our** team on 0330 343 8748

Writing to **us** at:

Complaints, **Mackenzie Hodgson**,  
Complaints Department,  
Nile Street,  
Burslem,  
Stoke-On-Trent,  
ST6 2BA

Completing **our** online complaints form: [www.mackenziehodgson.co.uk/contact-us](http://www.mackenziehodgson.co.uk/contact-us)

If **you** are unhappy with **our** services please contact **us** as follows:

Telephone: 0330 159 0610

In Writing

Legal Customer Care

RAC Motoring Services

Great Park Road

Bradley Stoke

Bristol

BS32 4QN

[legalcustomercare@rac.co.uk](mailto:legalcustomercare@rac.co.uk)

## FINANCIAL OMBUDSMAN SERVICE

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service

Exchange Tower

London

0800 023 4567 / 0300 123 9123

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) [www.financial-ombudsman.org.uk](http://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](http://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](http://rac.co.uk/privacy-policy) or contact the Data Protection Officer by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or by writing to Data Protection Officer, RAC, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.