# PROXIMO COMPLETE VEHICLE HIRE PLUS POLICY DOCUMENT



CALL 24/7 ON **03333 609 506** FOR ASSISTANCE



# **CONTACT INFORMATION**

	Telephone	In Writing
Motor Claims Helpline (Section A)	03333 609 506	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN
Legal Advice and Claims (Sections B-D)	0333 070 3529	
Hire Vehicle Claims (Section E)	03333 609 506	

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.

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# Important information about RAC Motor Legal Expenses Insurance

- Your RAC Motor Legal Expenses Insurance is a contract of insurance between you and RAC Insurance Limited.
  The contract consists of:
  - a) This policy booklet;
  - 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) RAC Motor Legal Expenses Insurance is arranged and administered by your broker.
- 4) RAC 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) A Hire vehicle following a road traffic accident, fire or theft of the vehicle (Section E).

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

- e) RAC Motor Legal Expenses Insurance also provides for a telephone legal helpline to assist **you** with advice on any private legal matter (Section D).
- 5) There is no limit to the number of claims **you** can make in any **policy** period for sections A-C. For cover under Section E, a maximum of 2 claims can be made 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 section have a specific meaning, which **we** explain below.

hire company	The company <b>we</b> instruct to provide <b>you</b> with a <b>hire vehicle</b> .	
hire vehicle	The class of <b>vehicle</b> designated on <b>your schedule</b> .	
hire period	The maximum period, being 14 days, that <b>we</b> will pay for the <b>hire vehicle</b> as shown within <b>your schedule</b> .	
insured incident first	<ol> <li>For claims under Sections A-C means an incident which we accept as falling within the terms of this RAC Motor Legal Expenses Insurance policy and which, in our reasonable opinion, is the 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</li> <li>For claims under Section E means a road traffic accident with another vehicle, where the insured admits to being wholly at fault and that leaves the vehicle a total loss; or A road traffic accident with another vehicle, where the insured admits to being wholly at fault and that leaves the vehicle damaged but deemed repairable</li> </ol>	
legal costs	<ul> <li>means:</li> <li>1) The reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by you and agreed by us in pursuing or defending legal proceedings; and/or</li> <li>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;</li> </ul>	
legal proceedings	means claims arising out of an <b>insured incident</b> for; 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 <b>UK</b> .	
legal representative	means <b>us</b> or the solicitors or other qualified experts appointed by <b>us</b> to act for <b>you</b> provided that they agree:  1) To try to recover all <b>legal costs</b> from the other party;  2) Not to submit any claim for <b>legal costs</b> until the end of the case; and  3) To keep <b>us</b> informed, in writing, of the progress of <b>legal proceedings</b> .	
limit of indemnity	means the maximum amount payable per legal expenses claim under the <b>policy</b> which is £100,000;	
maximum policy limit	A maximum of 2 claims for replacement hire vehicles in any 12-month period where the accident was wholly <b>your</b> fault. In the event that a <b>hire vehicle</b> cannot be provided, the maximum amount <b>we</b> will pay in lieu shall be £50.00 including VAT per day and up to a maximum of £500.00 per claim. A maximum of £50.00 including VAT towards the cost of the transfer of radio or metering equipment.	
motor insurance claim	A claim made by <b>you</b> against <b>your</b> existing motor insurance <b>policy</b> or against a third party.	
primary insurance policy	An insurance <b>policy</b> which is underwritten by an insurer authorised and regulated by the Prudential Regulation Authority (PRA) to undertake business in the United Kingdom and being of the following type of insurance:  • Motor insurance <b>policy</b> – protects <b>your</b> motor <b>vehicle</b> on either a third party only, or third party, fire and theft, or comprehensive basis.	
policy	means this Motor Legal Expenses Insurance <b>policy</b> that is subject to the terms and conditions in this booklet, along with <b>your schedule</b> ;	

# Definitions continued

policy period	means the length of time this <b>policy</b> is in force, from the start date as shown on the <b>schedule</b> ;	
proportionate	means the value of the claim must be greater than the costs of pursuing the claim;	
RAC/we/us/our	<ol> <li>For the provisions of cover under sections A-C &amp; E means RAC Insurance Ltd;</li> <li>For the provision of services under section D of this policy means RAC Motoring Services;</li> <li>For the provision of services under section A and E of this policy means Proximo Ltd.</li> <li>In each case any person employed or engaged to provide certain services on behalf of the RAC Group.</li> </ol>	
reasonable prospects of success	means a 51% or greater chance that <b>you</b> will recover <b>your</b> losses or damages in pursuit of a claim (including enforcing a judgment), make a successful defence of a claim or obtain any other legal remedy that <b>we</b> have agreed to.	
road traffic collision	means a collision involving <b>your vehicle</b> , for which <b>you</b> were not at fault and another party was at fault;	
schedule	means the document outlining your level of cover;	
standard terms of appointment	means the terms and conditions which <b>we</b> will require the <b>legal representative</b> to accept in order for <b>us</b> to cover <b>your legal costs</b> . This contract sets out the amounts <b>we</b> will pay the legal representative under <b>your policy</b> and their responsibilities to report to <b>us</b> at various stages of the claim. A copy of these terms can be requested by contacting <b>us</b> ;	
total loss	Where <b>your</b> motor insurer, competent repairer or motor engineer, declares the <b>vehicle</b> is beyond economic repair and offers a <b>total loss</b> settlement following an <b>insured incident</b> .	
UK	means the United Kingdom of Great Britain and Northern Ireland.	
uninsured losses	means <b>your</b> losses directly arising out of a <b>road traffic collision</b> that are not covered by insurance;	
vehicle	The licenced Private Hire or Chauffeur <b>vehicle</b> , which holds a valid licence/permit to operate as issued by the appropriate local authority or by the PCO (Public Carriage office) identified as the insured <b>vehicle</b> in <b>your</b> motor insurance <b>schedule</b> .	
you/your	means the person who has purchased this insurance, is authorised to drive the <b>vehicle</b> and is named in the <b>schedule</b> .	

# **Your Motor Legal Expenses Insurance Cover**

It is important that **you** let **us** know as soon as possible if **you** think **you** may need to claim. If **you** do not, this may prejudice **your** claim and may mean **we** are unable to cover **you**.

## **Section A - Uninsured Loss Recovery**

#### What is covered

If you are involved in a road traffic collision within the UK 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;

- Provide you with help and advice. You must call the motor claims helpline on 03333 609 506 straight away, as we will not be able to cover legal costs that have not been agreed by us first;
- 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 reasonable prospects of success, we will cover you for legal costs, up to the limit of indemnity.

If the **legal proceedings** are going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit of the county court, the **legal representative** must enter into a Conditional Fee Agreement which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal proceedings**.

If **your** claim falls within the small claims track of the county court in England and Wales the most **we** will pay the **legal representative** is £400 plus VAT. **You** will be responsible for any costs in excess of this.

## What is not covered

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

## Section B - Motor Prosecution Defence

#### What is covered

If **you** have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving **your vehicle** and occurring within the **UK** during the **policy** period, **we** will:

- Provide you with help and advice in respect of the alleged motoring offences;
- Put you in touch with our legal representative, who will assess your case; and
- 3) If in their reasonable opinion, our legal representative agrees your claim has reasonable prospects of success, appoint and pay legal costs 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.

## What is not covered

- 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;
- Claims relating to parking offences where penalty points are not applicable to the offence.
- We will not pay fines, costs or other penalties a court of criminal jurisdiction orders you to pay;
- Mitigation of a guilty plea if, in our reasonable opinion, it would not make a material difference to the outcome of your sentence.

# **Section C – Motor Vehicle Contract Disputes**

#### What is covered

If you enter into an agreement during the **policy** period and within the **UK** relating to a contract for the sale, purchase, servicing, repair, testing, hire or hire purchase of the **vehicle** and wish to claim compensation for a breach of that agreement or defend any claim relating to that agreement, we will:

- 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;
- 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 reasonable prospects of success, we will cover you for legal costs, up to the limit of indemnity.

## **Special Conditions Applying to Section A-C only**

- 1) 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;
- If you do not accept an offer which the legal representative considers reasonable, we may refuse to pay any further legal costs.
- 3) 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:
    - faults in your vehicle or faulty, incomplete or incorrect service, maintenance or repair of your vehicle; or
    - a road traffic collision occurring during a race, rally or competition;
- 4) We may withdraw cover if at any point your claim has less than a 51% chance of succeeding
- 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;
- 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.
  - a) Your suggested legal representative must agree to our standard terms of appointment. A copy of which is available

upon request. You will be responsible for any legal costs which are in excess of the hourly rate that we would normally pay to our preferred legal representative. This amount is currently £125 per hour (unless the claim falls within the provision under Section A relating to claims in the small claims track of the county court). This amount may vary from time to time.

- 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
- 7) 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;
- 8) 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.

# **Section D - 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 0333 070 3529.

**We** will give **you** initial advice on any private legal matter within the **UK**. Where possible, **we** will tell **you** what **your** legal rights are, which options are available to **you** and how best to implement them. **We** will let **you** know if **you** need a lawyer.

#### What is not covered

- 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.

# Section E –Hire Vehicle – Complete Hire Vehicle Plus (CVH Plus)

# Claims Helpline Service -03333609506

If the **vehicle** is involved in a road traffic accident, or is damaged by fire, malicious damage or is stolen (but not recovered), **you** must report this to **us** on the number above within 5 days of the incident.

Our Claims Helpline Service is available 24 hours a day, 365 days a year.

#### What is covered

In the event of an **insured incident**, we will provide **you** with a **hire vehicle** up to the **maximum policy limit** subject to the terms, conditions and exclusions of this **policy**, where **you** notify **us** during the **policy** period and within 5 days of the **insured incident**.

We will arrange for a hire vehicle from an approved hire company, for your use only, until the vehicle is repaired or in the case where your vehicle is declared a total loss by your motor insurer, until 3 days following payment having been issued to you in settlement of your motor insurance claim, whichever is the earlier, and not exceeding the maximum policy limit. You must use our nominated approved repair network to repair the vehicle, unless specifically agreed by us.

We decide the type of hire vehicle provided and you must meet the standard requirements, terms and conditions of the hire company.

We will indemnify you up to a maximum of £50.00 including VAT per claim, towards the cost of the transfer of radio or metering equipment.

In the event that a **hire vehicle** cannot be provided, the maximum amount **we** will pay in lieu shall be £50.00 including VAT per day and up to a maximum of £500.00 per claim.

Where it is not possible to arrange for the transfer of the respective licence relating to the use of the **vehicle** for hire and reward purposes, **we** may provide a **vehicle** for social, domestic and pleasure purposes for a maximum of 14 days, instead of a cash payment.

**You** are covered for a maximum of 2 claims for replacement hire vehicles per **policy** period, where the accident was wholly **your** fault. After **your** second claim, **your policy** will be cancelled.

The maximum liability of this **policy** limit per claim is £500 in total.

#### What is not covered

- Where the insured incident happened within the first 14 days of the inception date of this policy, unless this CVH Plus insurance is taken out at the same time as your primary insurance policy.
- Any claim which does not result in an accepted and paid claim for the insured incident by your motor insurer.
- Any charges imposed by the hire company for additional drivers to be included.
- 4) Use of the hire vehicle outside the UK.
- 5) Any claim relating to theft from the insured vehicle.
- Any excess that the hire company applies following a road traffic accident involving the hire vehicle.
- All fuel, fares, fines, penalties or fees relating to the hire vehicle whilst it is in your possession.
- 8) Any further **hire vehicle** charges incurred after the **hire period** has expired or the insured **vehicle** has been repaired.
- Any claim which has not been reported to us within 5 days of the insured incident giving rise to the claim.
- 10) A hire vehicle where one is already available under any other insurance or other means.
- 11) The provision of a hire vehicle for an insured incident that occurs prior to the inception of the insurance or after the policy period ends.
- 12) Where the vehicle was being used as an emergency vehicle, or in a race, competition, track day, rally or trial at the time of your claim;
- 13) Where you are disqualified from driving;
- 14) Where you have any endorsement arising from or relating to unauthorised taking or theft of a vehicle, no insurance, drink or drugs or causing death by reckless driving;
- 15) Where **you** have incurred two or more periods of disqualification or any conviction with a period of disqualification of six months or more, within five years of the inception of this insurance;
- 16) Where the driver of the **vehicle** does not hold a valid driving licence or is under the influence of drink or drugs at the time of the **insured incident**:
- 17) Where you do not have a fully comprehensive, third-party only or third-party fire and theft insurance in force for the vehicle at the time of the insured incident.

- Any damage to or resulting from the transfer of radio or metering equipment.
- Any dispute with us not otherwise dealt with under General conditions.
- 20) Any costs arising from losses which are not directly covered by this insurance including, but not limited to, loss of earnings or loss of profit if the insured incident results in you having to take time off work.

## **Special Conditions Applying to Section E only**

The following conditions apply to Section E of **your policy**. If **you** do not comply, **we** can refuse cover and/ or cancel **your policy**.

- You must have reported the incident to your motor insurers and you
  must be actively pursuing repairs and/or settlement.
- You shall at all times co-operate with us and provide to us any
  evidence, documents and information of all material developments
  within a reasonable timescale at your own expense.
- 3) Upon conclusion of the hire period, we can, if necessary, conduct proceedings in your name to recover the hire costs of the hire vehicle or reimbursement of transport costs from the third party. You must pay us any sums by way of costs, charges or fees directly recovered from the third party to the extent these sums were indemnified under this policy.
- It is your responsibility to immediately report any problems with the hire vehicle to the hire company.
- Any damage caused to the hire vehicle and any associated costs will be your responsibility.
- 6) You must fully comply with the terms and conditions of the hire company.
- You must ensure that the hire vehicle is covered by a valid motor insurance policy which is adequate for your use and needs.
- You must use our nominated approved repair network to repair the vehicle, unless specifically agreed by us.
- 9) You must in the first instance, either accept a replacement vehicle offered by your motor insurer via their approved courtesy vehicle program or via an alternative approved repairer network nominated by us;
- 10) **You** must have comprehensive, third-party only or third-party fire and theft insurance in force for the **vehicle**;
- 11) 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.
- 12) You must not retain any hire vehicle provided under this policy beyond the hire period stipulated within the policy or after the vehicle is returned, which ever happens first;
- 13) **You** must give **us** full details of **your** claim as soon as possible and give **us** any information requested.
- 14) **You** must report the claim to **your** motor insurer or broker and obtain a claim number.
- 15) You must produce your Full UK Driving Licence, taxi licence and any other identification as reasonably required by the hire company when taking possession of the hire vehicle
- 16) You must if not otherwise included, be responsible for arranging temporary comprehensive insurance cover to be in place for the hire vehicle and for the duration of hire. This will be arranged with your motor insurer or in agreement with our nominated vehicle supplier.

## **General Conditions**

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

- 1) You must pay your premium;
- 2) You must keep to the terms and conditions of this policy;
- You must request services directly from us, as we will only provide cover if we make arrangements to help you:
- 4) 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;
- 5) 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;
- 6) 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.

After this cooling off period **you** can still cancel but **we** will not refund any premium to **you**.

Cancelling a direct debit will not always cancel **your policy**, if **you** wish to cancel the **policy** then contact **your** insurance broker.

# Misuse of your policy

## You must not:

- 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;
- 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;
- 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** are unhappy with how **your policy** is arranged and administered, for example, the way it was sold to **you**, please contact **your** broker on the number shown on **your** main **policy** documents

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

Telephone	In Writing
0330 159 0610	Legal Customer Care  RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN legalcustomercare@RAC.co.UK

#### **Financial Ombudsman Service**

The 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:

Exchange Tower

London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.UK

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.  $\mathbf{UK}$ 

#### **Your Data**

When providing **you** with services under **your** Motor Legal Expenses Insurance 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 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.

Provided by **RAC** Motoring Services (310208) and **RAC** Insurance Ltd (202737). 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. **RAC** Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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# PROXIMO COMPLETE VEHICLE HIRE PLUS POLICY DOCUMENT

CALL 24/7 ON **03333 609 506** FOR ASSISTANCE



Head Office and Registered Office:

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Telephone: 03333 609 505 | www.proximo.co.uk