



# Legal Care Plus Policy Booklet

PLEASE READ AND KEEP THIS HANDY

**RAC**

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# Contact information

## Get in touch

Telephone	Post/email
0330 159 0275	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN legaladvisory@rac.co.uk

**Options for people with communication difficulties**

Use Typetalk by dialling 18001, then use one of the phone number listed above.

03 numbers are charged at national call rates and are usually included in minute plans. Text messages are charged at your standard network rate. Our calls are monitored or recorded.

## About RAC Legal Care Plus

1. Your Legal Care Plus policy is a contract of insurance between you and RAC Insurance Limited. It includes:
  - a. This policy booklet.
  - b. our schedule. This tells you what you're covered for, how many claims you can make, when your policy starts and ends, how you're paying for your policy and how much your policy will cost.
  - c. Any notices we send you. For example, the letter we send when you first buy or renew Legal Care Plus. Or any letter we send letting you know about any changes.
2. Legal Care Plus is arranged and administered by RAC Financial Services Limited and provided by RAC Insurance Limited. In arranging and administering your policy RACFS will:
  - a. give you information about Legal Care Plus. It won't advise or recommend you buy the cover
  - b. let you know the total cost of cover and arrange payment
  - c. collect payment for your policy and act as an agent of RAC Insurance Ltd
  - d. supply you with your policy documents and deal with any questions about your policy.It meets the demands and needs of those who wish to make sure such risks are met now and in the future.
3. 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 legal claim or for certain sections are set out in this booklet.
4. If you have purchased Legal Cover as part of another RAC product, for example European Legal Care, please note you can only claim under one of these products for your legal claim. The limits of cover contained in the product you choose will apply.

### IMPORTANT

Please let us know as soon as possible if you think you may need to claim. If you don't, this could harm your claim and may mean we can't cover you.

We'll cover you for the legal costs of pursuing or defending a legal claim up to the cover limit (some insurers call this your 'indemnity' limit). But only as long as your claim is proportionate, has reasonable prospects of success, and the insured incident you're claiming for:

- happens during your policy
- happens in the territory limits
- is included in the policy terms of sections A-D below.

## Who's covered?

Under Uninsured Loss Recovery (Section A), and Travel Costs (Section C), we'll cover you and your passengers. For Legal Defence (Section B) and Motor Vehicle Consumer Dispute (Section D), we'll just cover you.

## Making a claim

RAC Insurance Ltd and our agents will provide the services under this policy. RAC Insurance Limited underwrite your policy.

When you make a claim, a legal representative will assess whether it's proportionate and has reasonable prospects of success. They'll continue to review your case's prospects of success as it progresses.

In some cases, you may need to provide expert evidence to support your claim at your own expense so the assessment can be completed. We don't cover any legal fees, costs or expenses that arise before we have accepted your claim.

If we don't think your case is proportionate or likely to succeed but you disagree, we'll ask you to provide a legal opinion to support your case. We won't cover the cost of this. If we can't reach agreement, then we'll arrange for a final opinion from an independent barrister.

We will choose the legal representative. But if it becomes necessary to issue legal proceedings then you have the right to choose your own solicitor at this point. Your solicitor would need to agree to our Standard Terms of Appointment.

Please read your full Legal Care Plus policy terms below for full details.

## Making sense of your policy

We want our terms and conditions to be clear and easy to understand. To help with this, we use certain words in a specific way. We show the meaning of these words below. These definitions apply to Legal Care Plus.

### accident

This is a specific or sudden incident which causes you bodily injury. It must be the fault of another party, and not have been an intentional act.

### cover limit

This means the maximum amount we'll pay for under the policy for each claim which is £100,000. Some insurers call this your 'indemnity' limit

### Europe

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

### insured incident

This is an incident which we accept as falling within the terms of this Legal Care Plus policy. It will be, in our reasonable opinion, the first incident that could lead to a claim being made.

### legal costs

This means:

- The reasonable, proportionate, and properly incurred fees, expenses, costs and

disbursements incurred by you and agreed by us in pursuing or defending a claim, and/or

- The reasonable costs of a third party which you are ordered to pay by the court. Or that are agreed by us and were incurred in connection with legal proceedings.

### **legal proceedings**

This means the pursuit of a claim for uninsured losses or damages. It can either be by negotiation or by civil, tribunal or arbitration proceedings within a court in the UK or Europe. Or, the defence of a motoring prosecution within a court of criminal jurisdiction in the UK or Europe.

### **legal representative**

This means us, or the solicitors or other qualified experts appointed by us to act for you. They must agree:

- to try to recover all legal costs from the other party
- not to submit any claim for legal costs until the end of the case, and
- to keep us informed, in writing, of the progress of legal proceedings.

### **proportionate**

This means the value of your claim must be greater than the costs of pursuing your claim.

### **RAC/we/us/our**

- This means RAC Insurance Limited and RAC Financial Services Limited and
- any person who works for any of the companies above, or we've agreed can work to offer services on our behalf.

### **reasonable prospects of success**

This means a 51% or more chance that you'll recover your 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 we have agreed to.

### **road traffic collision**

This is a collision involving a vehicle and at least one other motor vehicle on a public highway, private road, or a car park to which the public has an uninterrupted right of access. You must not have been at fault – another party must be at fault.

### **standard terms of appointment**

This 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.

### **territory limits**

You're covered for claims in different areas in different parts of your policy. For Sections A and B means the UK and Europe. For Section C this just means Europe. For Section D this just means the UK.

### **UK**

In this policy, UK means England, Scotland, Wales, Northern Ireland, Jersey, Guernsey, and the Isle of Man.

### **uninsured losses**

This means your losses directly caused by a road traffic collision, or a physical injury from an accident, that aren't covered by insurance.

### **vehicle**

This means a vehicle that is registered in the UK and is owned or leased by a person (not by, or for, a company).

### **you/your**

The person who is taking out the policy, and anyone who is named and covered by the policy. For vehicle-based policies, it also means anyone who is authorised by the policyholder to use the vehicle.

## Section A – Uninsured Loss Recovery

### Covered

You're covered for legal costs to pursue legal proceedings if you're involved in an accident or road traffic collision in the UK or Europe that isn't your fault. We'll help you recover uninsured losses, for example your motor insurance excess or other out of pocket costs.

You must call our legal helpline on 0330 159 0275 first. We won't be able to cover any legal costs that we haven't agreed to in advance.

### Not covered

- Any claim involving clinical negligence.

## Section B – Legal Defence

### Covered

You're covered for legal costs to defend legal proceedings if you've received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence involving your vehicle.

Your claim must have reasonable prospects of success of either:

- successfully defending the allegation, or
- If you plead guilty to the offence reducing the penalty....(and continue the rest of the sentence),

### Not covered

- We can't provide help if your summons relates to an alcohol, drugs, or parking-related offence.
- We won't 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 – Travel Costs

### Covered

If you need to travel to Europe for a medical examination or to attend court, we'll reimburse you up to £1,000 per claim. This is as long as:

- the road traffic collision, accident or traffic offence happened in Europe
- it is for a claim we have accepted under the Uninsured Loss Recovery or Legal Defence sections, and
- your costs are reasonable. For example, you don't buy first class tickets if standard class is available.

Please contact us as soon as you are aware you may need to travel. We must agree to the travel costs before purchase. You'll need to show evidence of payment to make a claim, so please hang on to your original receipts.

## Section D – Motor Vehicle Consumer Disputes

Covered
You are covered for legal costs to pursue legal proceedings if you enter into an agreement during the policy period to buy, sell, or hire a motor vehicle or have it serviced or repaired and wish to claim compensation for breach of that agreement.
Not covered
<ul style="list-style-type: none"><li>Any agreement relating to a commercial vehicle, for example a work van or a taxi.</li></ul>

## Section E – Telephone Legal Helpline

Covered
We can give you advice on personal legal matters within the UK. When possible, we'll let you know your legal rights, the options available to you and how you can act on them. If we think you need to hire a solicitor, we'll let you know.
You can call our telephone legal helpline 24 hours a day, 7 days a week, all year round on 0330 159 0275.
Not covered
<ul style="list-style-type: none"><li>Business or commercial advice, immigration, or judicial review.</li><li>Advice when we reasonably believe we've already given you the options available.</li><li>Advice on hypothetical or speculative problems that aren't likely to happen.</li><li>Advice against us.</li></ul>

## Special conditions

- Following our advice** Legal claims can be complex and technical. We need you to follow our advice to continue to get funding from us. If you don't follow our advice (for example, if you delay the claim or don't submit legal costs straight away) we may refuse to cover you.
- Appeals** We won't provide cover for appeals.
- Legal costs** We will not cover legal costs:
  - that haven't been agreed by us, or were incurred before we accepted the claim
  - for claims because of:
    - faults in the vehicle, or faults caused by incorrect service, maintenance, or repair
    - a road traffic collision that happened during a race rally or competition.
- Chances of success** We may withdraw cover at any point if we believe your claim no longer has reasonable prospects of success.
- Preventing loss** You must always try to keep your losses to a minimum. If you don't take steps to prevent loss in the first place, or do anything that might unnecessarily increase your losses, we may not cover you. Please speak to us if in doubt.
- Settlements** You must let us know about all offers to settle your claim. We may withdraw cover if we haven't provided written authorisation to accept or reject an offer to settle your claim. If you don't accept an offer which the legal representative considers reasonable, we may refuse to pay any further legal costs.

7. **Communication** We'll need to be able to speak directly to any legal representative – whether chosen by us or chosen by you and agreed by us.
8. **Choosing representation** We must choose your legal representative. However, if court proceedings are needed or if there's a conflict of interest, you can select your own. 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. A copy of which is available on 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 £120 per hour. This amount may vary from time to time.
9. **Disputes** If you have a dispute with us or a complaint about our service or the legal representative we choose, let us know through our complaints procedure. Your policy won't cover the legal costs for this.
10. **Payment** We may decide against legal proceedings and instead pay you directly for your claim. For example, if the legal costs would be greater than the value of your claim.
11. **Multiple policies** If you have bought legal expenses cover as part of another RAC product (for example, European Legal Care) you can only claim under one of these products. The cover limits for the product you choose will apply.
12. **Other providers** If you have legal expenses cover with a provider other than RAC, and your claim is covered by the other insurance, we won't provide cover.

## Cancellation of your policy

You can cancel your policy at any time. How much money you will get back depends on:

- whether you have used the service
- when you cancel

After you have bought your policy, there's a 'cooling-off period'. Our cooling-off period starts the moment you buy the policy and ends:

- 14 days after the start date listed in your schedule, or
- 14 days after you receive your documents if this is later.

After the cooling off period you can cancel at any time and we will refund you, minus an amount to reflect the time you've been covered. If you have made a claim, we will not refund you.

### IMPORTANT

Cancelling a direct debit won't always cancel your policy. To cancel, please contact Customer Services.

## Our right to cancel

- If you don't pay for your policy on time, we'll let you know and we may cancel your policy.
- We may cancel your policy at any time. We'll refund any money you have paid, minus an amount for the time you have been covered. If we cancel because you have misused your policy, we won't refund you in line with our cancellation terms.

# Misuse of your policy

## You must not:

- behave inappropriately towards us – this includes acting in a threatening or abusive manner, physically or verbally
- persuade or try to persuade us to do anything dishonest or illegal
- fail to mention important facts about a breakdown to make sure you can use our service
- knowingly let someone who isn't covered by your policy try to claim on it
- give payment details that you know will fail, with no intention of making a successful payment.

## If these conditions aren't met, we may:

- limit the cover we offer you at your next renewal
- limit the payment options we'll accept from you
- refuse to give you service under your policy immediately
- cancel your policy immediately
- refuse to sell you any policy or services in the future.

We'll let you know in writing if we decide to take any of these steps.

# Renewing your policy

We'll contact you at your last-known postal or email address before the renewal date to confirm if you would like to continue with us. We'll also let you know about any changes to your policy.

If you have opted in to automatic renewal, you don't need to do anything to stay covered. Your policy will renew, and we'll collect payment for your policy on your renewal date. If you want to stop your policy from automatically renewing, you can do this at any time. Just contact us.

If your payment-card details have changed, we'll ask your card provider to update them so we can renew. This is allowed under the Card Merchant Operating Instructions.

If you have let us know that you don't want to renew automatically and you haven't allowed us to keep your account details, your policy will finish at the end of the policy period.

# Changing your details

If you need to change anything on your policy, please let us know immediately.

To make a change to your policy, please contact us by phone, post or email. Please see our contact information on page 3.

We can't change your policy into someone else's name. If you cancel your policy for any reason, the whole policy will be cancelled. That means no one on your policy will be covered. We can set up a new policy for others, if needed.

If we send communications to your last-known home or email address, we'll think of these as 'received'. It's your responsibility to keep your contact details up to date.

# Complaints

We are committed to giving our customers excellent service. We know, however, that sometimes you may feel you don't get the service you expect.

If you're unhappy with our services, please contact us.

Phone	In writing
0330 159 0610	Legal Customer Care RAC Insurance Limited Great Park Road Bradley Stoke Bristol BS32 4QN legalcustomercare@rac.co.uk

## Financial Ombudsman Service

If we can't resolve your complaint for you, you can refer your complaint to the Financial Ombudsman Service at this address:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

0800 0234567 / 0300 123 9123

Complaint.info@financial-ombudsman.org.uk

financial-ombudsman.org.uk

The Financial Ombudsman Service will only engage with your complaint if you have already tried to resolve it with us.

Using this complaints procedure will not affect your legal rights.

## Financial Service Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If we can't meet our obligations to provide you with cover, you may be entitled to compensation from the FSCS.

You can find out more about the FSCS and how it works at: [fscs.org.uk](http://fscs.org.uk)

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU

# Your data

This section explains how we collect and use information about you and who we share it with. Our privacy policy has more details about our use of your data. You can find it at [rac.co.uk/privacy](http://rac.co.uk/privacy) policy. You can also request a copy by phone, email, or post. Just use the contact details listed later in this section.

## What information about you do we use?

We may collect information about you. This includes the following things:

- **Information about you**

Your name, address, phone number, email address.

- **Non-personal information**  
For example, information about your **vehicle**.
- **Special Categories**  
A small number of our products and services require us to collect and store special categories of personal data. We will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

## How we collect your data

At times, we'll collect information about you. This includes:

- when you apply for RAC membership through our website or over the phone
- when you contact us on social media or online
- when you ask for service under your policy
- from third parties, like the DVLA.

### **IMPORTANT**

If you do not provide your data we will be unable to provide you with cover, as well as services related to administering your policy.

## How we use your data

We will use your data for the administration of your Policy. For example, helping you if you make a claim. We may disclose your personal data to our service providers who provide help under your policy. We carry out checks against publicly available information (such as the electoral roll, county court judgments, bankruptcy orders or repossession). We also monitor and record any communications with you, including telephone conversations and emails, for quality and compliance reasons.

## Contacting the RAC's Data Protection Office (DPO)

Email	dpo@rac.co.uk
Writing	Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN

## Your rights

You have rights over your personal data and how it's used. For more information about your rights, please visit [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy), contact our Data Protection Officer, or contact the Legal Customer Care team.

Email	legalcustomercare@rac.co.uk
Writing	Legal Customer Care, RAC Insurance Limited, Great Park Road, Bradley Stoke, Bristol BS32 4QN

**If you would like these terms and conditions  
in audio or large print format, please get in contact  
with us at [LegalCarePlus@rac.co.uk](mailto:LegalCarePlus@rac.co.uk)**



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