

A woman with dark hair, wearing a light blue sweater, is shown in profile from the back, talking on a white mobile phone. The background is a blurred outdoor scene with a blue car and trees, suggesting a parking lot or street. An orange banner is overlaid at the bottom of the image.

# **Legal Care Plus Breakdown Extra Policy Booklet**

PLEASE READ AND KEEP THIS HANDY

**RAC**

# 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
<b>Options for people with communication difficulties</b> 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. This booklet should be read as if it is included in Part 1 of your RAC Breakdown Cover UK Membership booklet. Part 2 – Arrangement and Administration Contract also applies.
2. Legal Care Plus is intended to provide cover for the costs of:
  - a. making a claim for uninsured losses against a person who is at fault for an accident or road traffic collision
  - b. defending a motoring prosecution in a magistrates' court
  - c. making a claim relating to a problem with the supply of goods or services to you, as a consumer, relating to a motor vehicle, and
  - d. travel expenses if you need to travel to Europe to attend court or a medical examination as part of (a) or (b).
  - e. It meets the demands and needs of those who wish to make sure such risks are met now and in the future.
3. All general terms that apply to your UK membership booklet will also apply to this section, including:
  - a. Policy Conditions
  - b. Cancellation of your policy
  - c. Misuse of your policy
  - d. Renewing / Upgrading your policy
  - e. Changes to your details
  - f. Complaints – please use the contact details for "Telephone Legal Helpline"
  - g. Your Data.
4. We will let you know if any words in this booklet have:
  - a. different meanings to those in your UK Membership booklet, or
  - b. unique meanings to this Legal Care Plus section.
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 legal claim or for certain sections are set out in this booklet.
6. 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.

# 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. You can see our full list of defined terms in your RAC UK membership booklet.

**accident** This is a specific or sudden incident which causes you bodily injury. It must be the fault of another party.

**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.

**legal claim** 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.

**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.

**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.

# Your Legal Care Plus Cover

Please let us know as soon as possible if you think you may need to claim. If you don't, this may prejudice your claim and could mean we are unable to cover you. Just call our Telephone Legal Helpline for help and advice.

Please note that under Uninsured Loss Recovery, and Travel Costs, we will cover any passengers in addition to you. For Legal Defence and Motor Vehicle Consumer Dispute cover, we will just cover you.

## Section A – Uninsured Loss Recovery

### Covered

You're covered if you're involved in an accident or road traffic collision in the UK or Europe for which you're not at fault, during the policy period. If you have uninsured losses, for example your motor insurance excess, that you need to recover, we will:

- Provide you with help and advice under Telephone Legal Helpline (section E). You must call our helpline straight away. 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
- If our legal representative, in their reasonable opinion, agrees your claim has a 51% or greater chance of succeeding, we'll cover you for legal costs. Up to a maximum of £100,000 per claim.
- 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 £300 plus VAT. You will be responsible for any costs in excess of this.

## Section B – Legal Defence

### Covered

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

This must have occurred in the UK or Europe during the policy period. If you want to defend this allegation, we will:

- Provide you with help and advice (under the Telephone Legal Helpline, Section E). You must call our helpline straight away. We won't be able to cover legal costs that haven't been agreed by us first.
- Put you in touch with our legal representative, who will assess your case.
- If, in their reasonable opinion, our legal representative agrees you have a 51% or greater chance of success, we will appoint a suitable representative. They will 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.
- We'll cover up to a maximum of £25,000 per claim for your representation.

### 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.
- Claims where there was legal aid (or an equivalent scheme) available to you which you did not use.

## 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're covered if you enter into an agreement during the policy period and within the UK, to buy, sell or hire a motor vehicle, or have it serviced or repaired and wish to claim compensation for breach of that agreement. We will:

- Provide you with help and advice (under the Telephone Legal Helpline, Section E). You must call our helpline straight away. We won't be able to cover legal costs that haven't been agreed by us first.
- Put you in touch with our legal representative, who will assess your case.
- Pay for legal costs, up to a maximum of £10,000 per claim. Our legal representative must first, in their reasonable opinion, agree your claim has a 51% or greater chance of succeeding.

### Not covered

- Any agreement relating to a commercial vehicle, for example a work van or a taxi.

## Section E – Telephone Legal Helpline

### Covered

We can give you advice on any personal legal matter 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

- Business or commercial advice, immigration, or judicial review.
- Advice when we reasonably believe we've already given you the options available.
- Advice against us.

# Special conditions

1. **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.
2. **Appeals** We won't provide cover for appeals.
3. **Legal costs** We will not cover legal costs:
  - a. that haven't been agreed by us, or were incurred before we accepted the claim
  - b. for claims because of:
    - i. faults in the vehicle, or faults caused by incorrect service, maintenance, or repair
    - ii. a road traffic collision that happened during a race rally or competition.
4. **Chances of success** We may withdraw cover at any point if we believe your claim has less than a 51% chance of success.
5. **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.
6. **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.

**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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