



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. Your 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 pass it to RAC Insurance Limited
 - d. supply you with your **policy** documents and deal with any questions about your **policy**.
3. Legal Care Plus provides 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**
 - d. travel expenses if you need to travel to Europe to attend court or a medical examination as part of (a) and (b).
4. There's no limit to the number of **claims** you can make in any **policy period**. The amount that's covered for certain types of **claims** or for certain sections are set out in this booklet.

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 all areas of your contract.

accident

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

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.

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, Kosovo, 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 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.

policy

This means your Legal Care Plus legal expenses policy. It is laid out in your Terms and Conditions and your schedule.

policy period

This is the length of time your **policy** lasts. It begins on the start date shown on your schedule.

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 Financial Services Limited for the arrangement and administration of this **policy**.
- This means RAC Insurance Limited for providing cover under this **policy**.

Every time we say RAC/we/us/our, it can also mean any person who works for any of the companies above, or we've agreed can provide 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.

schedule

This means the document we have sent you called 'Schedule'. It gives you details about your **policy**, plus the types and levels of membership and cover.

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.

start date

Your start date is the date that your **policy** begins or renews. You'll find your start date on your schedule.

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

This means the person who is taking out the **policy**. It also means any other people who live at the same home address and are named and covered by the **policy**.

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 the **vehicle**, 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 aren't 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 won't 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
<p>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.</p> <p>This must have occurred in the UK or Europe during the policy period. If you want to defend this allegation, we will:</p> <ul style="list-style-type: none">• 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:<ol style="list-style-type: none">a. defend the allegation, orb. 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
<ul style="list-style-type: none">• 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
<p>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:</p> <ul style="list-style-type: none">• 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. <p>Please contact us as soon as you're 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.</p>

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.

Your policy conditions

The following conditions apply to all sections of this **policy**. If you don't keep to them, we can refuse cover or cancel your **policy** (or both).

1. **Policy cost** You must pay the agreed cost of your **policy**.
2. **Direct request for services** You must request services directly from us. We'll only provide cover if we've arranged or authorised your services.
3. **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.
4. **Appeals** We won't provide cover for appeals.
5. **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.
6. **Chances of success** We may withdraw cover at any point if we believe your **claim** has less than a 51% chance of success.

7. **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.
8. **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**.
9. **Communication** We will need to be able to speak directly to any **legal representative** – whether chosen by us or chosen by you and agreed by us.
10. **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.
11. **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.
12. **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**.
13. **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 limits of cover of the product you choose will apply.
14. **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.
15. **Extreme circumstances** 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** 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.

If you cancel your **policy** within the cooling off period we will refund you in full, unless you have made a **claim** during this time. After the cooling off period you can still cancel at any time, but you won't receive any refund.

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

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-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 repossessions). 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, contact our Data Protection Officer, or contact the Legal Customer Care team.

Telephone	0330 159 0360
Email	legalcustomer@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**



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