

Legal Care Plus

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Contact Information

Telephone	In Writing
0330 159 0275	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN

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, or text **us** on 07855 828282. Text messages are charged at **your** standard network rate.

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Important information about

Legal Care Plus

1. Your Legal Care Plus **policy** is a contract of insurance between **you** and RAC Insurance Limited. The contract of insurance consists of:
 - a. This **policy** booklet;
 - b. Your **schedule**, which tells **you** the level of cover **you** have, how long **you** are covered for, who is covered and the cost of cover; and
 - c. Any notices **we** send **you**, for example, the letter **we** send when **you** first take out or renew Legal Care Plus or any letter **we** send letting **you** know 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. 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. Provide **you** with information about Legal Care Plus, although it will not advise or recommend **you** purchase the cover;
 - b. Let **you** know the total cost of cover and arrange payment;
 - c. Collect your **policy** premium and pass this to RAC Insurance Limited; and
 - d. Supply **you** with your **policy** documentation and deal with enquiries relating to your **policy**.
 4. 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) and (b).
- It ensures the demands and needs of those who wish to insure such risks are met now and in the future.
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.

"accident" means a specific or sudden incident for which **you** were not at fault and another party was at fault that causes **you** bodily injury;

"claim" means an incident which **we** accept as falling within the terms of this Legal Care Plus **policy** and which, in **our** reasonable opinion, is the first incident that could lead to a claim being made;

"Europe" 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 and Melilla), 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" 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 of a **claim** for **uninsured losses** or damages either 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" means the solicitors or other qualified experts appointed by **us** to act for **you**;

"policy" means this Legal Care Plus 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 your **schedule**;

"RAC"/"we"/"us"/"our"

1. For the arrangement and administration of this **policy** means RAC Financial Services Limited;
2. For the provision of cover under this **policy** means RAC Insurance Limited;
3. For Your Data, means RAC Motoring Services, RAC Insurance Limited and RAC Financial Services Limited; and
4. In each case any person employed or engaged to provide certain services on their behalf or on behalf of the RAC Group;

"reimburse" means **you** will need to pay for the cost yourself and **claim** it back from **us**. **You** will need to provide evidence **you** have paid, so please keep original receipts as **we** may ask for these;

"road traffic collision" means 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, for which **you** were not at fault and for another party was at fault;

"schedule" means the document entitled "Legal Care Plus Schedule" containing important details about the **policy**, types and levels of cover and membership;

"start date" means the date that this **policy** begins, or renews, as shown on your **schedule**;

“**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**;

“**UK**” means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Jersey, Guernsey and the Isle of Man;

“**uninsured losses**” means **your** losses directly arising out of a **road traffic collision** or bodily injury due to an **accident**, that are not covered by insurance;

“**vehicle**” means a **UK** registered vehicle used privately for social, domestic and pleasure purposes, as well as commuting to and from a permanent place of work only;

“**you**”/“**your**” means the person taking out the **policy** and any additional members as named on the **schedule** that live at the same address.

Your Legal Care Plus Cover

Please 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**. 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 which **you** are travelling, in addition to **you**. For Legal Defence and Motor Vehicle Consumer Dispute cover, **we** will just cover **you**.

Section A – Uninsured Loss Recovery

What is covered

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

1. Provide **you** with help and advice (under the Telephone Legal Helpline, Section E). **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;
2. 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** has a 51% or greater chance of succeeding, **we** will cover **you** for **legal costs**, up to a maximum of £100,000 per **claim**.

Section B – Legal 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 in the **UK** or **Europe** during the **policy period**, and **you** wish to defend this allegation, **we** will:

1. Provide **you** with help and advice (under the Telephone Legal Helpline, Section E). **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;
2. Put **you** in touch with **our legal representative**, who will assess **your case**; and
3. If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of success, **we** will appoint and pay up to a maximum of £25,000 per **claim** 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.

What is not covered

1. **We** cannot provide help if **your** summons relates to an alcohol, drugs or parking related offence.
2. **We** will not pay fines, costs or other penalties a court of criminal jurisdiction orders **you** to pay;
3. Mitigation of a guilty plea if, in **our** reasonable opinion, it would not make a material difference to the outcome of **your** sentence;
4. Claims where there was legal aid (or an equivalent scheme) available to **you** which **you** failed to utilise.

Section C – Travel Costs

What is covered

If **you** are required to travel to **Europe** for a medical examination or to attend court, **we** will reimburse **you** up to £1,000 per **claim**, providing:

1. The **road traffic collision**, **accident** or traffic offence, occurred in **Europe**;
2. It is for a **claim** **we** have accepted under the Uninsured Loss Recovery or Legal Defence sections; and
3. **Your** costs are reasonable, for example, **you** do not purchase first class tickets where 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 they are incurred.

Section D – Motor Vehicle Consumer Disputes

What is 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:

1. Provide **you** with help and advice (under the Telephone Legal Helpline, Section E). **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;
 2. 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 a 51% or greater chance of succeeding, cover **you** for **legal costs**, up to a maximum of £10,000 per **claim**, incurred by **our legal representative** in claiming compensation.
- b. for **claims** arising from:
 - i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle** apart from any **claim** under motor vehicle consumer disputes; or
 - ii. a **road traffic collision** occurring during a race, rally or competition;

What is not covered

1. **We** cannot provide help if the amount in dispute is less than £250, or if **you** are required to go to arbitration; and
2. Any agreement relating to a commercial vehicle, for example a work van or a taxi.

Section E – 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 0330 159 0275.

We will give **you** initial advice on any personal legal matter within the **UK**. **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

1. Advice on business / commercial matters (including landlords), immigration or judicial review; or
2. Advice where in **our** reasonable opinion **we** have already given **you** the options available

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 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 provide cover for appeals;
 5. **We** will not cover **legal costs**:
 - a. that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**;
6. **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
 7. **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;
 8. **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**;
 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** wish 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**. 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;
 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 purchased legal expenses 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 claim**. The limits of cover contained in the product **you** choose will apply.
 14. If **you** have legal expenses cover with a provider other than **RAC**, **we** will not provide cover if the **claim** under this **policy** is covered under **your** other insurance; and
 15. 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

Your right to cancel

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**, so in order to cancel **you** must contact Customer Services.

Our right to cancel

1. If any premium for the **policy** is not paid by a relevant date as stated on **your schedule**, **we** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **we** may cancel **your policy**;
2. **We** may cancel the **policy** in the event of misuse of the **policy**, and **we** will not refund any premium.

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;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

1. Restrict the cover available to **you** at the next renewal;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** under this **policy** with immediate effect;
4. Immediately cancel this **policy**; and
5. Refuse to sell any **policy** or services to **you** in the future.

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.

Renewing your policy

Before the end of **your policy period** **we** will write to **you** at the last known address as notified to **us** by **you**, to confirm whether **your policy** may be renewed with **us** along with any changes to the premium or terms and conditions for the next **policy period**.

Automatic renewal

If **you** have authorised **us** to hold onto **your** account details, **we** will automatically renew **your policy** and collect the premium that is due. If **you** do not wish **us** to do this please contact **us** as soon as possible and before the renewal date.

If **your** card details have changed, **we** will look to update them from **your** card provider to let **us** renew **your policy**.

If **you** have informed **us** **you** do not want to automatically renew **your policy** and **you** have not authorised **us** to keep **your** account details, **we** will not renew **your policy** and it will expire at the end of the **policy period**.

Changes to your details

You must let **us** know immediately if **you** need to change anything on **your policy** including the **schedule**. **You** will be sent a revised **schedule**.

We can be contacted by phone, post, or email. Please see **our** Contact Information on page 2.

We will not change **your policy** into someone else's name. If **you** cancel **your policy** for any reason, the whole **policy** will be cancelled and other people on **your policy** will no longer be covered by **us**. **We** will however be able to set up a new **policy** for the other people.

All communications from **us** shall be deemed duly received if sent to **your** last known address.

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 **our** services please contact **us** as follows:

Telephone	In Writing
0330 159 0610	Legal Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN legalcustomer@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 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.uk.

Your Data

This section provides a short summary of how **we** collect and use **your** data. Please refer to **our** website at rac.co.uk/privacy-policy for full details of how **we** use **your** data. Alternatively, **you** can obtain a copy of **our** Privacy Policy by using the contact details below.

What is your data?

There are three types of data **we** will hold about **you**:

1. Personal data is information **we** hold on **our** records which identifies **you**. This includes **your** name, address, email address and telephone number;
2. **We** will also hold data about **you** that is not personal, for example, information about **your** vehicle; and
3. 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 obtain and collect your data

Your data may be collected in a number of different ways. For example, when **you** apply for RAC Membership through **our** website or over the phone, contact **us** through social media or make a **claim** under **your** policy. **We** will always need to collect, store and use information about **you** to be able to provide **you** with **your** policy.

Please note, 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 will 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.

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit rac.co.uk/privacy-policy or contact the Data Protection Officer:

1. Call **our** Legal Customer Care Team: 0330 159 0610; or
2. Email **us**: legalcustomercare@rac.co.uk; or
3. Write to **us**:
Legal Customer Care
RAC Insurance Limited
Great Park Road
Bradley Stoke
Bristol BS32 4QN