



RAC Business Breakdown Policy Booklet

PLEASE READ AND KEEP HANDY

James,
patrol since 2017,
East Midlands

RAC

Contact information

Want to make a claim?

What's the claim for?	Online	Telephone
Breakdown	rac.co.uk/reportbreakdown Or, download the myRAC app. Going online is the fastest way to report your breakdown.	0333 202 3000 If you have difficulty communicating, you can text us on 0785 582 8282.
Legal expenses claims	legaladvisory@rac.co.uk	0330 070 2685

Get in touch

	Email or phone	Post
Customer Services	0330 159 0784 (lines open Monday to Friday 9am-5pm) fleetadministration@rac.co.uk	RAC Motoring Services Business Breakdown Team RAC House The Victoria 150-182 The Quays Salford M50 3SP
Accident care	0333 202 3000	
Options for people with communication difficulties Use Typetalk by dialling 18001, then use one of the phone numbers 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.



Chris, patrol since 2010, North West

Your Need-to-Knows

This booklet has everything you need to know about your policy. But to make it easier to digest, we've pulled out some important bits below. Like what you need when you break down and how to keep your cover valid.

Broken down? You'll need to give us the details below

- Your name, RAC policy number and vehicle registration. If you don't have this handy, we'll need your registered business address.
- Where you have broken down. This could be an address, the road name, or the motorway name and nearest junction.
- A number we can contact you on.
- Some ID. This could be a bank card or a driving licence.

Reminders to support your policy

- To make a claim, always call us and allow us to assess the claim. If you don't speak to us before requesting services, you won't be covered.
- If any of your details change, update us straight away or you may not be covered. All vehicles must be registered to your business address.
- Keep your vehicle roadworthy. You'll need valid tax, insurance and MOT or we won't be able to help if you break down.
- We're here to help. But if we tell you about a fault or carry out a temporary repair, it's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.
- We can't guarantee how quickly we'll be able to get to you after you've reported a breakdown, but we'll always take your circumstances into account.
- If you do break down, you'll be asked to read and sign a form that tells you what we found wrong with your vehicle and what you need to do. Please make sure you read and understand this.
- Your policy doesn't cover vehicles over 3.5 tonnes (unless it's a minibus and then its 4.5 tonnes). We also have length and width restrictions (max 7.6m long and 2.55m wide) as we can't tow vehicles bigger than this.
- Keep a debit or credit card with you when you travel. You may need it for a hire car or to pay for things up front, even if you're covered.

Want an easier way to report your breakdown?

Download the myRAC app on App Store or Google Play. It's the fastest and easiest way to report a breakdown.

Download and drive



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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.

breakdown/break down/broken down

An event that happens during the time you're covered that stops the vehicle being driven. This must be because of a mechanical failure, like if your car won't start. Or an electrical failure, like loss of power. This also includes flat tyres. We don't consider it a breakdown if the vehicle can't be driven because of:

- a road-traffic collision
- fire, flood, theft
- acts of vandalism, or
- any driver-induced fault.

driver-induced fault

Any fault caused by the driver of the vehicle, accidentally or on purpose. It includes running out of fuel, filling your car / tank with the wrong fuel, losing or breaking your keys, or locking your keys in your vehicle.

passengers

The driver and up to 8 other people travelling in the vehicle (16 if the vehicle is a minibus).

road-traffic collision

This is if you hit another vehicle or an object (for example, a lamppost or a tree) and damage your vehicle so it can't be driven. If changing your wheel will get you back on the road, we won't consider this a collision.

specialist resource

Resources or tools that our patrols don't usually carry. They may be needed to make a repair or recovery. It may mean a crane, tractor, locksmith, or lifting equipment.

start date

This means the date that this policy begins, or renews, as shown on your schedule.

UK

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

wear and tear

This means the gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or the vehicle's mileage.

you/your

This means the sole trader, company or partnership taking out the policy. It also means anyone who is authorised to use the vehicle.

Who arranges and provides your cover?

RAC Motoring Services arranges and administers your cover on behalf of the insurers. It will also provide you with a schedule that will give you details on:

- what you're covered for
- when your policy starts and ends
- how you're paying for your policy
- how much your policy will cost.

Depending on the type of cover you have bought, you will have 1 or more insurance contracts. These contracts are between you and one of our companies.

Cover type	Your contract is with
Part 1 – Van Lite	RAC Motoring Services
Part 1 – Van Total	RAC Motoring Services for the Breakdown Services under Section B, part A And RAC Insurance limited for Onward Travel under Section B, part B
Part 2 – Car, Van, Taxi and Minibus Cover	RAC Motoring Services for Roadside, At Home and Recovery RAC Insurance Limited for Onward Travel
Part 3 – Breakdown Extras	RAC Insurance Limited
Part 4 – Legal Expenses Insurance	RAC Insurance Limited

How your policy works

1. If you have bought this policy as a sole trader, you must be a permanent resident of the United Kingdom. If you're a registered company or partnership, your registered company address must be in the United Kingdom.
2. You do not have all the cover listed in this booklet. Your schedule will show what cover you have and for what vehicles. Please check your schedule carefully.
3. On page 22 of this booklet, we've listed the conditions of this policy. These apply to everything in this booklet. For your cover to be valid, you must meet all these conditions.
4. If you bought this policy for your Van before 1st September 2021, we will cover your van under part 2, rather than Van Lite or Van Total.
5. The terms and conditions in this policy booklet, together with the schedule, apply to you and all drivers of vehicles covered. Please make sure all drivers have read and understood them.
6. All claims and requests for service must be made directly to us.
7. One claim means one request for service or cover under any section of this policy, regardless of who makes the claim.

What vehicles am I covered in?

You are only covered for vans, cars, taxis and minibuses that are less than:

- a. 3.5 tonnes (up to 4.5 tonnes if minibus)
- b. 7.6 metres long (including a tow bar)
- c. 2.55 metres wide.

They must also be:

- registered in the UK
- insured and have valid road tax (not SORN)
- have a valid MOT (unless legally exempt)
- owned, contract hired, leased or fleet managed by you.

You must tell us which vehicles you wish to cover and we must agree to this before the vehicle will be covered.

IMPORTANT

If your vehicle doesn't have valid tax, MOT or insurance at the time you break down, we won't attend. This doesn't apply if your vehicle is legally exempt from having and MOT.

When does my cover start?

Breakdown Services	Within the first 24 hours of your cover starting, you are only covered for attendance at the roadside and a local tow up to 10 miles. If this is to a garage we will also provide you with a taxi back home up to 20 miles. For Van Total or policies with Recovery – the tow over 10 miles will only be provided for breakdowns that occur more than 24 hours after the policy starts.
Onward Travel	If you have Van Total or Onward Travel on your policy, the hire car, alternative transport or alternative accommodation cover starts 7 days from your start date. If you break down before this time your onward travel provisions will be limited to a 20 mile taxi from the garage back to your registered business address.
Battery Replace or Tyre Replace	If you have purchased one of these optional breakdown extras, your cover will start 7 days after your start date, or the date you upgrade to this cover. This means that you will only be covered under these sections if your battery fails, or tyres are damaged after this date.
Legal Expenses	Your Legal expenses cover starts on your start date or the date you upgrade.

IMPORTANT

Claims can't be made for events that happened before you bought your policy.

These restrictions do not apply at renewal.

Reimbursements

For some of our cover options, you may need to pay for the service upfront and claim back the money from us. We will only reimburse costs that are agreed by us beforehand.

To do this, please visit rac.co.uk/reimbursementclaimform. If you have any questions, contact us on 0333 202 1877. Please send us your completed form within 90 days of your breakdown using the contact details on the form. We'll need to see proof of payment, so please send us the original receipt.

IMPORTANT

We won't reimburse any costs that haven't been arranged through us or agreed by us.

Fitting of parts up to £300 at the roadside

If we attend a breakdown, we may need parts to repair your vehicle. If we can get hold of the parts quickly and safely fit them at the roadside, we'll do this instead of towing your vehicle to a garage. This means your vehicle is back on the road as soon as possible.

We won't do this if it will take us a long time to get the parts (meaning we can't service other customers), or if the total cost of the parts is more than £300 (excluding VAT).

If we do fit parts, you're responsible for paying the cost. We'll invoice you for these parts and charge you the cost to us plus an administration fee of 15%. We won't charge you labour. Invoices must be paid within 30 days.

If you don't agree to this, please make sure either you or the driver of the vehicle let us know at the time of breakdown. If you don't allow us to fit parts at the roadside, we'll still attend but any recovery will be limited to a maximum of 10 miles.

IMPORTANT

We will not provide this service if you have Van Lite (part 1 section A).



Glen,
patrol since 2018,
Wales

PART 1 – VAN BREAKDOWN COVER

If you have bought cover for vans, your schedule will tell you if they are covered for Van Lite or Van Total. If you have bought cover for more than one type of vehicle, check your schedule to see which type of cover you have. If you bought this policy before 1st September 2021, we will cover your van under part 2, rather than Van Lite or Van Total.

Section A: Van Lite

Covered
<p>If the vehicle breaks down within the UK we will:</p> <ul style="list-style-type: none">• send help to repair the vehicle. This could be a permanent or temporary repair, or• we will recover the vehicle and passengers to a destination up to 10 miles away if we can't repair your vehicle at the roadside. This could be:<ol style="list-style-type: none">a. a safe location for an RAC Mobile Mechanic to attendb. an RAC-approved garagec. another location, up to 10 miles away from the breakdown. This could be a local garage of your choice. <p>If we take the vehicle to a garage, we'll reimburse the cost of a taxi for you and your passengers. They must all travel to a single destination within 20 miles of the breakdown.</p> <p>We will also provide you with a report, by email, which details what we think is wrong with your vehicle and what needs to be repaired or replaced.</p>
Not covered
<ul style="list-style-type: none">• The cost of any parts or specialist resource.• The fitting of parts, including batteries, supplied by anyone other than us.• Any breakdown that happens because of a fault we've looked at in the past:<ol style="list-style-type: none">a. that hasn't been properly repaired, orb. that we have temporarily repaired. It's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.• Recovery for caravans or trailers if your caravan or trailer breaks down.• The cost of any repair work carried out by an RAC Mobile Mechanic after your breakdown and rescue, including labour and parts.

Section B: Van Total

Part A – Breakdown Services

Covered
<p>If the vehicle breaks down within the UK, we will:</p> <ul style="list-style-type: none">• send help to repair the vehicle. This could be a permanent or temporary repair. If we need parts to be able to do this, we will fit parts up to the value of £300 at the roadside, under the process on page 8, or• if we are unable to repair the vehicle at the roadside, we will recover the vehicle and passengers to:<ol style="list-style-type: none">a. a safe location for an RAC Mobile Mechanic to attend, orb. an RAC approved garage, orc. another local garage, ord. a destination of your choice anywhere in the UK. <p>For long distances, we may need to transfer your vehicle to different recovery vehicles.</p> <p>If we take the vehicle to a garage, we'll reimburse the cost of a taxi for you and your passengers. They must all travel to a single destination within 20 miles of the breakdown.</p> <p>We will provide you with a report, by email, which details what we think is wrong with your vehicle and what needs to be repaired or replaced.</p>
Not covered
<ul style="list-style-type: none">• The cost of any parts.• The cost of any specialist resource.• The fitting of parts, including batteries, supplied by anyone other than us.• Any breakdown that happens because of a fault we've looked at in the past:<ol style="list-style-type: none">a. that hasn't been properly repaired, orb. that we have temporarily repaired. It's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.• If your vehicle is designed to carry a spare tyre, but you're not carrying one, or it's not in safe working order, we won't provide full national recovery for tyre-related breakdowns. We'll only offer you a 10-mile tow.• Recovery for caravans or trailers if your caravan or trailer breaks down.• If you have asked that we don't fit parts to repair the vehicle at the roadside, we'll only recover the vehicle and passengers to a destination within 10 miles of the breakdown.• If you choose a destination but when we arrive it's closed or we can't access it, we won't offer a second recovery. This applies to recovery of both the vehicle and passengers.• The cost of any repair work carried out by an RAC Mobile Mechanic after your breakdown and rescue, including labour and parts.

Part B – Onward Travel

Covered

If we attend a breakdown but can't fix your vehicle on the same day, we'll arrange for you to continue your journey. You will be able to choose one of the following options, if they're available:

1. Van hire
2. Alternative transport
3. Overnight accommodation.

Van Hire

Covered

Hire must be arranged with us within 24 hours of the breakdown.

- We'll arrange for the hire of a replacement van of similar size for up to 48 hours, or until your vehicle has been fixed, if sooner.
 - If you don't meet the terms of the van-hire provider we arrange and you decide to hire a van yourself, let us know. If we've agreed the cost beforehand, we'll reimburse you up to £60 per day, for a maximum of 2 days, or until your vehicle is fixed, if sooner.
- If we arrange van hire, we will pay the insurance and collision damage waiver (this covers the cost of damage, but you would still need to pay the excess).

Not covered

- We won't provide a specific model, or accessories or adapted vehicles – including tow bars.
- Any cost of:
 - a. delivery and collection of the hire van and any associated costs
 - b. fuel while using the hire van
 - c. insurance excess or additional costs.

Alternative transport

Covered

If you would prefer to continue your journey in the UK by air, rail, taxi, or public transport, we'll reimburse you. We can cover a standard-class ticket up to £150 per person or £500 for the whole party, whichever is less.

Overnight accommodation

Covered
You may decide that you would like to wait with your vehicle while it's being fixed. We'll arrange one night's accommodation (including breakfast). You'll be covered for up to £150 per person or £500 for the whole party, whichever is less.
Not covered
<ul style="list-style-type: none">• Evening meals and alcohol.• If you're less than 20 miles from your registered business address.

Assistance in a medical emergency

Covered
We can help if you or one of the passengers of the vehicle suddenly or unexpectedly falls ill. Or is injured and needs medical help before the end of the journey. We will: <ul style="list-style-type: none">• Book one night's bed and breakfast accommodation for you and your passengers if the hospital is more than 20 miles from your home address. We'll reimburse you up to £150 per passenger or £500 for the whole party, whichever is less. And• Arrange to get the patient home or to a local hospital as soon as they're fit to travel.
Not covered
<ul style="list-style-type: none">• If you or one of the passengers falls ill during a journey to or from a doctor's surgery or hospital. This includes planned doctor or hospital appointments and emergencies.• Evening meals and alcohol.• If you're less than 20 miles from your registered business address.

PART 2 – CAR, VAN, TAXI AND MINIBUS BREAKDOWN COVER

Section A: Roadside and At Home

Covered

If the vehicle breaks down within the UK, we will:

- send help to repair the vehicle. This could be a permanent or temporary repair. If we need parts to be able to do this, we'll fit parts up to the value of £300 at the roadside, under the process on page 8, or
- recover the vehicle and passengers to a destination up to 10 miles away if we can't repair your vehicle at the roadside. This could be:
 - a. a safe location for an RAC Mobile Mechanic to attend
 - b. an RAC-approved garage
 - c. another location, up to 10 miles away from the breakdown. This could be a local garage of your choice.

If we take the vehicle to a garage, we'll reimburse the cost of a taxi for you and your passengers. They must all travel to a single destination within 20 miles of the breakdown.

We will provide you with a report, by email, which details what we think is wrong with your vehicle and what needs to be repaired or replaced.

Not covered

- The cost of any parts.
- The cost of any specialist resource.
- The fitting of parts, including batteries, supplied by anyone other than us.
- Any breakdown that happens because of a fault we've looked at in the past:
 - a. that hasn't been properly repaired, or
 - b. that we've temporarily repaired. It's your responsibility to get it fixed. We won't attend repeat callouts for the same problem.
- Recovery for caravans or trailers if your caravan or trailer breaks down.
- The cost of any repair work carried out by an RAC Mobile Mechanic after your breakdown and rescue, including labour and parts.

Section B: Recovery

Covered
<p>If we can't repair the vehicle under Roadside and At Home (section A) cover, we'll recover the vehicle and passengers to a single location of your choice within the UK.</p> <p>For long distances, we may use more than one recovery option to get you and your vehicle to your destination.</p>
<p>IMPORTANT</p> <p>When we first arrive, you will need to let us know where you would like us to take the vehicle and passengers.</p>
Not covered
<ul style="list-style-type: none">• Please see the 'Not covered' part of Roadside and At Home (section A). This applies to Recovery as well.• If your vehicle is designed to carry a spare tyre, but you're not carrying one, or it's not in safe working order, we'll only offer you a 10-mile tow.• If you choose a destination but when we arrive it's closed or we can't access it, we won't offer a second recovery. This applies to recovery of both the vehicle and passengers.• If you have asked that we don't fit parts to repair the vehicle at the roadside, we'll only recover the vehicle and passengers to a destination within 10 miles of the breakdown.

Section C: Onward Travel

If we attend a breakdown but can't fix your vehicle on the same day, we'll arrange for you to continue your journey. You will be able to choose one of the following options, if they are available:

1. Hire car
2. Alternative transport
3. Overnight accommodation.

These must be arranged with us within 24 hours of the breakdown.

1. Hire Vehicle
Covered
<p>If your vehicle is a minibus:</p> <ul style="list-style-type: none">• We'll arrange for one or more small hatchback cars for up to 24 hours, to allow the passengers to reach their original destination.<ol style="list-style-type: none">a. If more than one replacement car is needed, there will need to be a person in the party travelling with you who can legally drive the replacement car. They must comply with the terms and conditions of the hire company.b. If you don't meet the terms of the vehicle-hire provider we arrange and you decide to hire a vehicle yourself, let us know. If we've agreed the cost beforehand, we'll reimburse you up-to £25 per passenger for a maximum of 24 hours' hire. <p>For all other vehicles:</p> <ol style="list-style-type: none">a. We'll arrange for the hire of a small hatchback car with 5 seats for up to 48 hours, or until your vehicle has been fixed, if sooner.b. If you don't meet the terms of the vehicle-hire provider we arrange and you decide to hire a vehicle yourself, let us know. If we've agreed the cost beforehand, we'll reimburse you up to a maximum of £35 per day, for a maximum of 48 hours hire, or until your vehicle is fixed, if sooner.

IMPORTANT

If we arrange one or more hire cars, we'll pay the insurance and collision damage waiver. This covers the cost of damage but you would still need to pay the excess.

Not covered

- We won't provide a specific vehicle type, model, or accessories or adapted vehicles – including tow bars.
- Any cost of:
 - a. delivery and collection of the hire vehicle and any associated costs
 - b. any fuel while using the hire vehicle
 - c. insurance excess or additional costs.

2. Alternative transport**Covered**

If you would prefer to continue your journey in the UK by air, rail, taxi, or public transport, we'll reimburse you. We can cover a standard-class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation**Covered**

You may decide that you would like to wait with your vehicle while it's being fixed. We'll arrange one night's accommodation (including breakfast). You'll be covered for up to £150 per person or £500 for the whole party, whichever is less.

Not covered

- Evening meals and alcohol.
- If you're less than 20 miles from your registered business address.

Assistance in a medical emergency**Covered**

We can help if you or one of the passengers of the vehicle suddenly or unexpectedly falls ill or is injured and needs medical help before the end of the journey. We will:

- Book one night's bed and breakfast accommodation for you and your passengers if the hospital is more than 20 miles from your home address. We'll reimburse you up to £150 per passenger or £500 for the whole party, whichever is less. And
- Arrange to get the patient home or to a local hospital as soon as they're fit to travel.

Not covered

- If you or one of the passengers falls ill during a journey to or from a doctor's surgery or hospital. This includes planned doctor or hospital appointments and emergencies.
- Evening meals and alcohol.
- If you're less than 20 miles from your registered business address.

PART 3 – BREAKDOWN EXTRAS

IMPORTANT

The following breakdown extras may not be available for all vehicle types. Please see your schedule for which vehicles are covered:

Section A: Battery Replace

You're covered up to a maximum of £600 for each vehicle on cover per year. This applies for each year you have a policy with us.

Covered
If we attend a breakdown caused by a fault with your vehicle's starter battery and we can't recharge it, we'll: <ul style="list-style-type: none">• supply and fit a new battery• dispose of the battery we've replaced.
Not covered
<ul style="list-style-type: none">• Batteries that need to be fitted by a manufacturer or garage.• Electric or hybrid vehicles, motorhomes, kit cars, or quad bikes.• Breakdowns that have been caused by incorrect or incorrectly fitted batteries.• Batteries that have been misused or abused.• Breakdowns that happen because of a fault we've looked at in the past and have temporarily repaired, but you haven't followed our advice afterwards.



Stuart,
patrol since 2017,
South West

Section B: Tyre Replace

Each vehicle on your policy is covered up to a maximum of £150 per tyre for a maximum of 5 claims. This applies for each year you have a policy with us.

If your tyres are maliciously damaged, you must report it to the police within 72 hours. You will need a crime reference number to make a claim.

Covered

If your vehicle can't be driven because of damage to one or more of the tyres fitted to it, we can help. We cover accidental and malicious damage, and punctures.

- We'll arrange and pay for a replacement tyre at an RAC Tyre Garage.
- If we are unable to arrange and pay for a replacement tyre, we'll agree and authorise you to get the tyre replaced yourself and claim back the money from us. The reimbursement process is on page 8.

To get you to an RAC Tyre Garage we'll:

- a. carry out a temporary repair to allow you to drive there
- b. fit your spare wheel
- c. fit an RAC temporary spare wheel or,
- d. tow you to the nearest RAC Tyre Garage.

Please note:

- One tyre equals one claim. If we authorise the replacement of two tyres it will be two claims.

Not covered

- Damage caused by incorrect maintenance of your vehicle. This could be damage caused by uneven wear on tyres because of poor tyre pressure, misaligned wheels, defective steering or suspension.
- Tyres below the legal tread.
- Any tyres that are not damaged. If you decide to replace additional tyres (for example, because you want to replace them as a pair), we won't cover the additional tyres.
- Damage caused by wear and tear, or damage and misuse.
- Tyres on motorhomes, kit cars, motorcycles, quad bikes, trikes, caravans, or trailers.

PART 4 – LEGAL EXPENSES INSURANCE

Making sense of your policy – Legal Expenses Insurance

In this section we use certain words in a specific way. We show the meaning of these words below.

accident

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

hire vehicle

means an alternative vehicle to that covered under your motor insurance and is subject to the terms and conditions of the alternative vehicle provider. These are available upon request.

legal claim

means an incident which we accept as falling within the terms of Part 4 of this policy (Business Motor Legal Expenses) and which, in our reasonable opinion, is the first incident that could lead to a claim being made.

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 legal 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. It can either be by negotiation or by civil, tribunal or arbitration proceedings within a court in the UK. Or, the defence of a motoring prosecution within a court of criminal jurisdiction in the UK.

legal representative

means us, the solicitors or other qualified experts appointed by us to act for you.

proportionate

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

Road traffic collision:

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

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

means your losses directly arising out of an accident or road traffic collision that are not covered by insurance.

Important information about Legal Expenses Insurance

1. RAC Legal Expenses Insurance is arranged and administered by RAC Motoring Services.
2. RAC Legal Expenses Insurance is meant 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, and
 - b. defending a motoring prosecution in a criminal court.
3. RAC Legal Expenses Insurance also provides;
 - a. Replacement-vehicle hire and vehicle repair following a road traffic collision.
 - b. Telephone legal helpline to help you with advice on motoring related matters.
4. There's no limit to the number of legal claims you can make in any policy period. The amount that is covered for certain types of legal claims or for certain sections are set out in this section.

Please let us know as soon as possible if you think you may need to claim. If you don't, this may prejudice your legal claim and mean we are unable to cover you.

Section A: Uninsured Loss Recovery

Covered

If you're involved in an accident or road traffic collision in the UK during the policy period that wasn't your fault, and you have uninsured losses you need to recover:

- You must call us on 0333 070 2685 straight away. We won't be able to cover legal costs that haven't been agreed by us first.
- We'll put you in touch with our legal representative, who will assess your legal claim.
- You'll be covered for legal costs, up to a maximum of £100,000 per legal claim, if our legal representative, in their reasonable opinion, agrees your legal claim has a 51% or greater chance of succeeding.

Section B: Legal Defence

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 alleged motoring offences (under the Telephone Legal Helpline, Section D). You must call our helpline straight away, as 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 legal claim.
- 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 legal claim for 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, or
 - c. appeal against your conviction or sentence.

Not covered

- We can't 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 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: Replacement Vehicle Hire and Vehicle Repair

Covered

If you're involved in a road traffic collision in the UK during the policy period that wasn't your fault, we may be able to help you with:

- obtaining a hire-vehicle of an equivalent type, pending repair or replacement of the vehicle
- arranging to have the vehicle repaired.

These services are conditional on the following;

- We have identified the at-fault third party and their insurers.
- You will need to sign a credit agreement which will be explained to you by us.
- You must provide any help we need in regards to recovering costs incurred from sourcing a hire-vehicle or vehicle repair services, from any third party at fault for the incident which damaged the vehicle. This includes allowing us to take proceedings in your name and/or assigning any rights against any such third party to us.

Not covered

- A legal claim reported more than 14 days after a road traffic collision.
- Any costs greater than £25,000.

Section D: Telephone Legal Helpline

Covered

You can call our legal helpline 24 hours a day, 7 days a week, all year round on 0330 070 2685.

We can give you advice on any legal motoring 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.

Not covered

We can't help you with:

- immigration or judicial review
- advice when we reasonably believe we've already given you every option available
- advice against us.

Policy conditions

Legal Expenses Insurance

In addition to the General Conditions on page 10, the following conditions apply to all sections of Part 4 of this booklet – RAC Legal Expenses Insurance. If you don't comply, we can refuse cover and/or cancel your policy.

1. **Using our service** You must request services directly from us. We'll only provide cover if we make arrangements to help you.
2. **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.
3. **Legal costs** We won't 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 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 ask to 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.

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. Membership cost** You must pay the agreed cost of your membership premium or parts supplied and fitted at roadside. If you don't, we will:
 - a. be entitled to charge interest on any amount overdue at the rate of 8% over the Bank of England base rate until the actual payment is received by us; and
 - b. charge a late payment fee of £40 (or £70 if the debt is over £1000); and
 - c. charge any reasonable recovery costs.
- 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. If your vehicle is already at a garage or another place of repair, you won't be covered.
- 3. Callout to avoid repair cost** If we have reason to think you have called us out to avoid the cost of repairing your vehicle, or to correct a repair that's been tried by someone else, we won't provide cover.
- 4. Driver with the vehicle** There must be a driver with the vehicle when we attend. If there isn't, we won't be able to provide service.
- 5. Vehicle contents** Don't leave valuables in the vehicle. We can't cover any loss or damage to the vehicle's contents.
- 6. Under-16s** If we need to recover passengers under the age of 16, they must be accompanied by an adult.
- 7. Animals** The only animals allowed in RAC vehicles are assistance dogs. However, if your vehicle needs to be recovered, animals can stay in your vehicle at your own risk. Or, we'll do our best to find an alternative way to transport them. We won't be liable for any injury to animals, or damage they cause. We don't transport livestock. We're not responsible for any costs relating to animals.
- 8. Roadworthiness** If we repair your vehicle, we're responsible for that repair but this doesn't mean we're confirming the vehicle's legal and roadworthy condition. This is your responsibility.
- 9. Uninsured losses** We won't be responsible for any losses after a breakdown that aren't listed in this policy. For example, we won't pay for any loss of earnings or missed appointments.
- 10. Garage closed or unable to help** If we take your vehicle to a garage, we can't guarantee it will be open or that repairs will start straight away. We'll try to check that the garage can do the kind of repairs needed, but we can't guarantee this. We won't take responsibility for repairs, whether done by an RAC Approved Garage or not. The contract for repairs will be between you and the garage/repairer.
- 11. Attendance times** We can't guarantee how quickly we'll be able to get to you after you've reported a breakdown, but we'll always try to take your circumstances into account. The estimated times we give you may change because of things outside of our control, including traffic, accidents, and weather. If we think it's the best solution for you, we may send one of our trusted partners to help you.

12. **Specialist resources, glass and ferries** Your policy doesn't cover:
- a. specialist resource. For example, if you've lowered your suspension and we need special lifting equipment to move your vehicle onto our ramp
 - b. damage to glass, even if the damage means you can't legally or safely drive. We'll arrange transport to a local garage so you can get your vehicle fixed, but you will have to pay for the repair
 - c. tolls, ferries, congestion or low emission zone charges for your vehicle or our vehicle;
 - d. spare tyres and wheels, and repairing or sourcing them; or recovery by someone other than us even if this is requested by the emergency services.
13. **Breakdowns on motorways or dual carriageways** If you break down on a motorway or dual carriageway, we may need to get the local highways authority or emergency services to take you to safe place before we can attend – for example, a breakdown on a live lane of a motorway
14. **Choice of options** If you make a claim, there may be more than one option available to you. Based on our experience and expertise, we'll recommend what we think is the best option. We'll always discuss your options with you clearly.
15. **Other things not covered** This policy doesn't cover:
- a. vehicles being driven under trade plates
 - b. routine servicing, maintenance, or assembly of your vehicle
 - c. breakdowns that happen during events or activities where the normal rules of the road don't apply. For example, we won't attend breakdowns on racetracks, or if you have been immediately recovered from a racetrack
 - d. breakdown and recovery in a place you or we have no legal access to
 - e. vehicles that aren't being used in line with the maker's guidelines
 - f. vehicles that aren't in good enough condition to drive. If we think your vehicle isn't in good enough condition to be legally driven, we can refuse you service
 - g. a claim that is or may be affected by the influence of alcohol or drugs
 - h. a breakdown caused by vehicle theft or fire
 - i. vehicle-storage charges. If your vehicle can't be delivered as agreed and is being stored, we'll contact you at your last-known address. We'll provide details on collecting your vehicle and any fees that may be payable. In extreme instances, if you haven't collected or paid for the vehicle, it may be destroyed. We'll try to contact you before this happens.

Included benefits

We offer these services as part of your breakdown policy package.

Caravans and trailers

If your caravan or trailer breaks down in the UK, we'll try to repair it at the roadside.

The repair may be temporary or permanent. We won't provide any other cover (such as recovery) under this policy if your caravan or trailer breaks down. However, if a vehicle breaks down and a caravan or trailer is attached to it, we'll recover the caravan or trailer as well, as long as it is less than:

- 3.5 tonnes
- 7.6 metres long (including a tow bar)
- 2.55 metres wide.

Accident Care

We may be able to help if you have a road-traffic collision with another vehicle in the UK and your vehicle can't be driven or you (or your passengers) have been injured. The collision must have been on a public highway or a private road or car park which the public has uninterrupted right of access. We won't cover costs for any of the services that we arrange.

Post-accident assistance

Call us from the accident location straight away, on 0333 200 3000. We can give you help and advice on:

- arranging recovery for your vehicle
- getting you and your passengers to a safe place
- arranging a replacement vehicle for you, if needed
- offering and arranging repairs at an RAC Approved Garage
- your rights to claim compensation if the road-traffic collision wasn't your fault.

Road-traffic collision assistance

We can transport your vehicle up to 150 miles from where the road-traffic collision happened, but there's a charge for this. We'll make sure you know about the charge before agreeing to recovery. We can help you recover these costs from your motor insurer or the responsible third party. If this isn't successful, you will be asked to pay us within 180 days.

Urgent message relay

If your vehicle has broken down and you need to contact friends and family urgently, we'll try to get a message to them for you.

Replacement driver or recovery, in the event of illness

This service can help if you unexpectedly fall ill or are injured during a journey in the UK. If there's no one in your party who can drive the vehicle instead of you, we may be able to offer you a replacement driver or recover your vehicle and passengers to a single destination in the UK. This is discretionary, so we'll decide whether to provide this service. We'll need a medical expert to confirm in writing that you're unable to drive.

Additional services

If your vehicle can't be driven, but it's not because of a breakdown, we may still be able to help you. This could be by getting you in touch with a locksmith if you lose your keys or lock them in a vehicle, or arranging specialist resources to attend if you're stuck in a ditch. Or we could arrange for a mis-fuel service to attend if you have added the wrong fuel to your car. You will need to pay for these services, but we'll discuss the options with you when you call us.

Service in the Republic of Ireland

If the business address listed on your policy is in Northern Ireland and you break down in the Republic of Ireland, we'll offer roadside assistance, and a local tow if we can't fix you. If you have Van Total or Recovery and can't fix you at the roadside, we'll take your vehicle back to your registered business address, or another destination in Northern Ireland if it's closer.

If the Business address listed on your policy is in mainland UK and you break down in the Republic of Ireland, we'll only provide roadside attendance.



Paul,
patrol since 1996,
East

Cancelling your policy

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

- the type and length of policy you have
- 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.

You can use the table below to see how we'll deal with your cancellation.

Payment method	Within the cooling-off period	After the cooling-off period
Monthly continuous	<p>If you haven't used our service: We'll give you a full refund and we'll take no further payments.</p> <p>If you have used our service: You won't receive a refund and we'll take no further payments.</p>	You won't receive a refund but we won't take any further payments, even if you have used our service.
Annual continuous (by direct debit or card)	<p>If you haven't used our service: We'll give you a full refund.</p> <p>If you have used our service: You won't receive a refund</p>	<p>If you haven't used our service: We'll give you a full refund, minus an amount to reflect the time you've been covered.</p> <p>If you have used our service: You won't receive a refund.</p>
Invoice	<p>If you haven't used our service: We will adjust the invoice and you won't be required to pay.</p> <p>If you have used our service: you will still need to pay for your cover in full, even if you have not yet paid your invoice.</p>	<p>If you haven't used our service: We'll give you a full refund via credit note, minus an amount to reflect the time you've been covered.</p> <p>If you have used our service: You won't receive a refund.</p>

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.
- If we cancel a monthly continuous policy, we'll let you know one month before the date we plan to end the policy.

Misuse of your policy

If we find any of your claims are fraudulent, we'll cancel your policy from the date of the fraud and we'll reject the fraudulent claim. You won't receive any refund.

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

Renewing your policy

Monthly policies

If you have a monthly continuous policy, we'll automatically renew it every month until you or we cancel it.

Don't worry, we'll keep in touch with you and write to you before your review date to remind you of the cover you have and let you know of any changes.

All other policies

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.

You policy will automatically renew unless you ask us to cancel before your renewal date.

The payment method you have chosen is displayed on your schedule.

Continuous (monthly or annual) We'll collect payment for your policy on your renewal date.

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

Payment by invoice We will send you an invoice on your renewal date, which you will need to pay within 30 days.

Changes to your details including vehicles covered

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

- vehicles listed on your policy
- address listed on your policy.

To make a change to your policy, you can do this through your RAC Business Club account at www.racbusinessclub.co.uk/login, or by contacting Customer Services.

You must not:
<ul style="list-style-type: none">• 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:
<ul style="list-style-type: none">• 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.

If you add one or more vehicles to your cover during the policy period you'll need to pay for the additional cover. The new vehicle will be covered 24 hours after we accept the change. If we don't receive payment by the due date, the vehicle will be removed from your policy. We will let you know before we do this.

If you remove one or more vehicles from your cover during the policy period:

- a. If you're on a monthly policy, the change will be effective from your next monthly policy period, and we will adjust future premiums.
- b. For all other policies, you will be entitled to a pro-rata refund or credit note taking into account the time already on cover. If we don't hold your payment details (for example, where we agree to send you an invoice), we will issue a credit note as standard.
- c. No refund or credit note will be given if you have made a claim.
- d. 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.

IMPORTANT

If you're replacing a vehicle, we will first remove the existing vehicle from your cover then add the new vehicle, following the process above.

Upgrading your policy

If you wish to add or remove vehicles, you can do this through your RAC Business Club account at www.racbusinessclub.co.uk/login.

If you wish to change the level of cover you have, please contact customer services to discuss your options.

Upgrades to Van Total (Part 1 Section B) or Recovery (Part 2 Sections B and C) will apply 24 hours after we accept the change. If you call us out before then, we will provide you with your existing cover only.

For the Onward Travel, Battery Replace and Tyre Replace breakdown extras (under Part 2 section C or Part 3), you can make your first claim 7 days after you take out the cover. Claims for events before this won't be accepted.

Changes to your terms and conditions

We may make changes to our terms and conditions at renewal. We may also make changes to your policy terms and conditions at any time:

- to respond proportionately to changes in law or decisions of the Financial Ombudsman Service
- that are necessary to meet regulatory requirements, and
- reflect new industry guidance and codes of practice, or
- to make these terms and conditions clearer and fairer to you.

We will let you know in advance of any change due to take place, and recommend you make sure all drivers are aware of any changes.

If the change disadvantages you, you may cancel your policy immediately by contacting us. We will refund your premium, minus an amount for the time you have been covered.

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
Breakdown related complaints	0333 202 1877	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
Complaints about how your policy was sold or managed	0330 159 0360	Membership Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN membershipcustomercare@rac.co.uk
Legal Expenses related complaints	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 may be able to refer your complaint to the Financial Ombudsman Service at this address:

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

0800 023 4567 / 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

The FSCS cannot help regarding the cover provided by RAC Motoring Services (Roadside, At Home or Recovery) under this policy.

Law

These contracts (and any dispute or claim about them) are subject to interpretation in line with the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and the schedule) and other information relating to this contract will be in English.

Our regulators

RAC Motoring Services is authorised and regulated by the Financial Conduct Authority. Their FCA number is 310208.

RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Their FCA number is 202737.

You can check this information on the Financial Services Register at: register.fca.org.uk 0800 111 6768

Your Data

In this section, where we say "we", we mean the RAC Group of Companies which includes RAC Financial Services Limited, RAC Motoring Services and RAC Insurance Limited.

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.
- **Information about your passengers**
Names and home addresses.
- **Location information**
The location of you and your vehicle, plus information about any relevant journeys.
- **Policy information**
Your policy number, policy start date and end date.
- **Vehicle information**
Vehicle registration number, manufacturer, model, date of first registration with the DVLA.
- **Breakdown information**
Information about the cause of your breakdown.
- **Payment details**
Credit or debit card details.
- **Expenses information**
If the RAC pays for any of your expenses, it will need details of those expenses.
- **Health information**
In limited circumstances, the RAC may ask for information about your health and wellbeing. This is to make sure the RAC can fulfil your policy properly, particularly if this involves helping you in a medical emergency.

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.

Why we collect your data

We use your information to help you with your RAC membership, offer our other products and services, meet our legitimate business interests, and for legal and regulatory purposes.

Who will we share your data with?

At times, we may share your information. Examples include the following:

1. We may share your data with the RAC group of companies (including RAC Insurance Limited and RAC Motoring Services Limited).
2. To allow us to give you the service you have requested, we may also share your data with external service providers and specialists. Your data may also be shared for market research.
3. If we need to recover unpaid debts to the RAC, we may share your data with debt-recovery agencies.
4. Your data may be shared with external organisations to help us prevent and detect fraud. This includes credit-reference agencies and organisations that check your identity.
5. In some cases, we must share your data with statutory bodies or organisations to help prevent or detect fraud.

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 RAC Customer Centre.

Telephone	0330 159 0360
Email	breakdowncustomercare@rac.co.uk
Writing	Freeport RTLA-HZB-CESE RAC Financial Services Limited Customer Services Team PO Box 586 Bristol BS34 9GB

**If you would like these terms and conditions
in audio or large print format, please get in contact
with us at membership@rac.co.uk**