



RAC Fleet Services
European Motoring
Assistance

RAC

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Section 1 Obtaining Assistance

If the vehicle has a **breakdown** in the **United Kingdom**, please refer to the terms of **UK** cover which have been provided to **you** or **your** Company.

European Motoring Assistance applies to **vehicles** registered with the relevant **Vehicle Licensing Agency** and operates throughout the **territory**.

To obtain help in the event of an incident please call the appropriate number below.

Please have to hand **your** Company Name, vehicle registration, **your** location and telephone number. **Our** control centre is open 24 hours a day, 365 days a year and is manned by English speaking multilingual incident managers.

France & Monaco	00 33 472 43 52 44 0800 94 20 44	from UK mobile (pay call) or from a landline phone from within France and Monaco (freephone)
Republic of Ireland	1 800 535 005	(freephone)
Rest of Europe	00 33 472 43 52 44	(pay call)

For our joint protection calls may be recorded and/ or monitored.

Important Information

Mobile phones

Whilst convenient, mobile phones may be expensive to use and **you** should note some service providers charge for calls to free phone numbers. It may also not be possible for **us** to return a call to a mobile phone but when it is, **you** may still have to pay for the cost of any international call. Please note mobile phone costs are not covered and **RAC** regrets it can not reimburse any telephone costs incurred. In case of difficulty in reaching an emergency number please contact **your** service provider, or use a conventional phone.

Section 1 Obtaining Assistance

Required items

To ensure that **RAC** can provide the services contained within this product please make sure that **you** have the following original documents with **you**

Credit Card

(Required if **you** need to take advantage of the vehicle hire benefit)

Motor Insurance Certificate/Green Card (contact **your** motor insurer before taking a vehicle out of the **UK** to find out if **you** need a Green Card) or if **you** wish to upgrade to fully comprehensive insurance)

Driving licence

(including paper counterpart if photocard licence)

RAC Fulfilment Material

Vehicle registration document or hired/leased certificate VE103 (if applicable), plus letter of authority if vehicle is hired or borrowed.

Breakdowns on Motorways

Breakdowns on continental motorways

If **you** break down on a continental motorway **you** are advised to use the roadside emergency telephones. **You** will be connected to the police or authorised motorway services, who will send a breakdown recovery vehicle. Motorways in France are privately managed, so if **you** break down on a French motorway or motorway service area, **RAC** can not send out assistance to **you**.

You may have to pay labour and towing charges on the spot and an authorised tariff is normally applicable. However, this will only be to the recovery company's own depot in the case of any tow. These items are covered by **your** Policy, **you** should obtain a receipt to claim a refund on **your** return. If **you** are towed from a motorway, contact **us** as soon as **you** can, from the recovery company's depot if possible.



Section 2 The Services

For some or all of the following services, **your** Company may have purchased an insurance policy from RAC to cover such services. Please note that where this is the case, **you** do not have any rights under the policy between **your** Company and **RAC**.

Definitions

Below are certain words that have a specific meaning in these terms and conditions and wherever these words appear in **bold** they have the following meaning:

“**Accident**” means an accidental crash immobilising the **vehicle**.

“**Beyond Commercial Economical Repair**” means that the cost of repairs exceeds the market value of the **vehicle** following a **breakdown** or **accident**.

“**Breakdown**” means an unforeseen mechanical or electrical failure during the **period of cover** which has either immobilised **your vehicle** or made it unsafe to drive.

“**Claim**” a request or demand from **you** requiring payment by **us** in accordance with the terms and conditions of **European Motoring Assistance**.

“**Collision Damage Waiver**” means if a hire car is damaged during the hire period **you** could be liable for the equivalent of the first £150 – £550 (approximately) and have **your** credit card charged. In some cases the amount could be higher and varies according to hire company, category of hire car and location. The **Collision Damage Waiver** covers the amount above the excess.

“**Contractor**” means any person, including **RAC**, who **we** use to provide the services described in this document.

Europe - As defined by the **Territory** covered by this policy

“**European Motoring Assistance**” means the assistance to be provided by **us** in the **territory** under the terms set out in this document.

“**Fulfilment Material**” means the confirmation of **European Motoring Assistance** coverage provided to **you** or **your** Company by **us** or on **our** behalf.

“**Home**” means **your** permanent residence in the United Kingdom.

“**Journey**” means a trip abroad of up to 90 days, in **your vehicle** to **Europe** which begins and ends in the **UK**.

“**Period of Cover**” means the period during which the **vehicle** has breakdown cover as set out in the **fulfilment material**.

“**RAC**” means RAC Motoring Services and/or RAC Insurance Limited.

“**Specialist Equipment**” is equipment not carried by **RAC contractors** and includes but is not limited to winching and specialist lifting equipment.

“**Territory**” Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia,

Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine.

“**The Party/Your Party**” means the persons including **you**, travelling with **you** for the whole period of the **journey**.

“**United Kingdom/UK**” means England, Scotland, Wales, Northern Ireland and for the purpose of this document includes Jersey, Guernsey and the Isle of Man.

“**Vehicle**” means the vehicle **you** are driving whose details have been provided to **us**.

“**Vehicle Licensing Agency**” means the Driver and Vehicle Licensing Agency (DVLA), Swansea SA6 7JL responsible for registration of vehicles in the **UK** and the equivalent authority in Northern Ireland for vehicles in Northern Ireland. or the Isle of Man Department of Transport for customers living in the Isle of Man.

“**We/Our/Us**” means RAC Motoring Services, company number 01424399 whose registered office address is at RAC House, Brockhurst Crescent, Walsall, WS5 4AW and/or any third party acting on **our** behalf.

“**You/Your**” means the owner of the **vehicle** and any other person driving the **vehicle** with the owner’s consent.

“**Your Company**” means the company leasing the **vehicle** and/or the owner and/ or contract hirer of the **vehicle**.

A **vehicle** is covered only if it is being used for a **journey** within the **territory** and returning to the **United Kingdom** within the **period of cover**. Any number of **journeys** are covered each up to 90 days in duration but not for longer stays.

There is an overall limit of **£2500** per **claim** applied to **claims** relating to **European Motoring Assistance**.

In the event of a **breakdown** we will procure for the following subject to the limitations for each section:

Roadside Assistance

Cover is available for:

Attendance of local breakdown or garage services to repair the **vehicle** at the roadside if possible; or recovery of the **vehicle** from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange repairs; and **you** may be eligible for either:

- a) a contribution towards labour charges at a garage (restricted up to the total **claims** limit) if it is possible to effect the repairs necessary to enable the **vehicle** to continue the **journey** on the date of **breakdown**; or
- b) Inspection fees, in the event of a **breakdown**, to confirm that the **vehicle** can not be repaired by **your** return travel date and **your** request for assistance will include authorisation for **us** to arrange this; and

c) Storage charges for the **vehicle** while awaiting repair or repatriation limited to three weeks following the date **we** confirm with **you** that the **vehicle** requires repairs, repatriation or is to be disposed of abroad.

You are covered for the cost of wheel changes but not for replacement tyres.

We will not pay

- Repair costs, including labour, if the **vehicle** was in an **accident**, or if it is, in **our** reasonable opinion, **beyond commercial economical repair**.
- Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of **your vehicle** nor render it unsafe to drive.
- The cost of parts used for roadside or garage repairs.
- The cost of any repairs not directly necessary to enable the **vehicle** to continue the **journey**.
- Costs covered by the **vehicle's** warranty.
- The cost of any other supplies, including but not limited to **specialist equipment**.

Important information in the event of vehicle breakdown or an accident

You must be in attendance with the **vehicle** when assistance arrives, or **we** reserve the right to refuse service.

In the event of **vehicle breakdown**, **you** consent to **us** carrying out a preliminary fault diagnosis on the **vehicle** to confirm whether it is repairable, requires repatriation or is **beyond commercial economical repair**

If the **vehicle** is being towed to a local garage, **we** are unable to guarantee that this will take place during opening hours or that repairs can be undertaken immediately.

We may assist **you** in organising the repairs to the **vehicle**, however **you** will be responsible for making sure that any repairs carried out, are to **your** satisfaction. If **you** delay repairs for whatever reason, any repatriation, storage or additional assistance will be at **your** own cost:

Replacement Parts Dispatch

We will pay

- Freight, handling and ancillary charges for sourcing and despatching of a replacement part(s) necessary to complete repairs to the **vehicle** but which are not obtainable locally. If necessary the fare for one person to collect part(s) from the appropriate railway station or airport.

We will not pay

- The cost of parts themselves, which must be paid for on receipt. When telephoning **us** **you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.
- Any despatch costs for parts that are not necessary to complete repairs to the **vehicle**.

Journey continuation

Please note this benefit is not available at the same time as "Additional accommodation expenses"

We will pay

- A contribution towards travel expenses to continue the **journey** during the period the **vehicle** is not roadworthy, if **we** can confirm repairs to the **vehicle** will take more than 12 hours.

Expenses can comprise of:

1. Self-drive car hire up to a maximum of 14 days including **collision damage waiver**
 - a) once **you** are notified that repairs to **your vehicle** have been completed or it is to be repatriated, **you** must return the selfdrive car to the place of collection within 24 hours,
 - or
 - b) **you** can choose to keep the self-drive hire car for longer than 24 hours to continue **your** intended **journey**, however all additional hire car costs are payable by **you** and will be charged to **your** credit card.
2. Second/standard class rail.
3. Authorised local taxi fares.

We will not pay

- Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged and any other extra costs in connection with self-drive hire car.

- The cost of any car hire beyond the agreed rental period agreed with **us**.
- Any car hire expenses after **your vehicle** is repaired except for the direct journey to return and collect it.
- First class rail fares.
- Any expenses that **you** or **your party** would have had to pay if the **breakdown** had not occurred.
- For any costs associated with more than one **claim** per **journey** abroad
- Any costs under this benefit if they are for services **you** used at the same time as "Additional accommodation expenses"
- International drop charges where a vehicle hired from abroad is dropped within the **United Kingdom**.
- Any hire costs not arranged through **us** or agreed by **us**.

Please see important self drive hire car information under the Requirements and Limitations section.

Additional accommodation expenses

This benefit is not available at the same time as, "Journey continuation".

We will pay

- A contribution of up to £30 per person per day towards necessary additional (not alternative) accommodation expenses for room only while **you** wait for the **vehicle** to be repaired, providing **we** can confirm repairs to the **vehicle** will take more than 12 hours. **We** will also pay for authorised local taxi fares.

If **we** confirm that the **vehicle** is to be repatriated to the **UK** this benefit will cease at the time **you** are notified of this decision.

We will not pay

- The costs of meals or any other extra costs.
- **We** reserve the right to limit or refuse any 'Additional accommodation expenses' if the **vehicle** is a motorhome or caravan designed or modified to be used as accommodation and in **our** opinion can still be used as such.

Replacement driver

We will pay

- The cost of providing a replacement driver to drive the **vehicle** and **the party** to **your** destination or return **home** if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified driver.

We will not pay

- Replacement driver costs if there is another qualified driver in **the party** who is fit to drive.
- The cost of a replacement driver to drive the **vehicle** where **you** have not made provision for an alternative driver should a pre-existing medical condition prevent **you** from driving the **vehicle**.
- For any costs associated with more than one **claim** per **journey** abroad

Important Information

You or any driver of the **vehicle** must notify **us** of any pre-existing medical conditions that may affect the ability to drive the **vehicle** prior to commencing the **journey**. Failure to do this will require **you** to cover any cost of a replacement driver.

Vehicle repatriation to the United Kingdom

We will pay

- The cost of taking the unaccompanied **vehicle** by road transporter from the garage abroad to **your home** or chosen repairer for repair in the **UK**, if **we** confirm with the garage abroad that repairs can not be completed by **your** planned return date and providing the cost is not more than the **UK** market value* of the **vehicle**.
- Storage charges for the **vehicle** while awaiting repatriation up to 3 weeks from the date **we** confirm with **you** that the **vehicle** requires repatriation.

Note: When repatriation is authorised it normally takes 8 – 14 working days for delivery to a **UK** address from most European countries. At busy times and from some European countries it may take longer. If **you** have any enquires relating to repatriation please contact **us** on

0870 5 49 33 20

We will not pay

- Any **claim** for repatriation if the **breakdown/accident** was not reported to **us** at the time of the incident and where **we** did not have the opportunity to diagnose the nature of the fault at that time.
- **Claims** for any repatriation not authorised by **us**.
- The cost of repatriation if this is more than the **UK** market value* of the **vehicle**.
- The cost of repatriation if the **vehicle** is **beyond commercial economical repair**.
- The cost of repatriation if the **vehicle** is roadworthy.
- Transportation costs for any personal effects, valuables or luggage. Any items left with the **vehicle** for recovery are left at **your** own risk.

Following repatriation, if the **vehicle** still requires repairs **you** are responsible for organising repairs and for any associated costs.

***UK** market value as per Glass' Guide or other appropriate industry standard as used by **RAC**

Important information

If the **vehicle** requires repatriation **we** will arrange for repatriation of **your** caravan or trailer subject to terms set out on page 12 of this document.

If the **vehicle** has been fitted with a roof box or bicycle rack, **you** must remove and place it inside the **vehicle** if possible. The roof box keys need to be left with **your** car keys, in the event that Customs and Excise require access. Failure to leave the required keys with the **vehicle** may result in the cancellation of the repatriation and **you** may be required to collect the **vehicle**.

If **you** have a road traffic **accident** **you** must provide **us** details of **your** motor insurer as **we** require their authorisation before repatriating **your** **vehicle**. **We** also reserve the right to negotiate with them to reclaim costs incurred. If **we** determine that **your** **vehicle** is **beyond commercial economical repair** **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of the **vehicle**. If **you** do not contact **us** within 10 weeks **we** will take it that **you** have consented to **us** disposing of the **vehicle**.

Passenger repatriation to the United Kingdom

In the event of **vehicle** repatriation (See Page 7 – “Vehicle repatriation to the United Kingdom”) **we** will also repatriate the passengers to the **UK**.

We will pay

The cost to repatriate **you** and **your party** back to **your home** address in the **UK**.

We will not pay

- Any costs that have not been authorised by **us** prior to repatriation.
- First class rail fares.
- The cost of any meals, drinks or any other extra costs
- Any transportation costs for any personal effects or luggage

Important information

Passenger repatriation can be arranged on or prior to **your** planned departure date.

We will at **our** discretion decide the best option to get **you** and **your party** home. However, this is likely to be by the most direct route.

If relevant please see important self-drive hire car information under the Requirements and Limitations section.

Accidental damage to or loss of tent

We will pay

A contribution to accommodation expenses of up to £30 per person per day if during the **period of cover you** are camping and **your** tent is damaged accidentally making it unusable, or it is stolen. Alternatively, **we** may at **our** discretion authorise the cost of a replacement tent. If **your** tent is stolen **you** must report the theft to the police within 24 hours and obtain a written report.

We will not pay

- The cost of meals or any other costs that are not specified above.
- Damage caused by weather conditions.
- The cost of a replacement tent not authorised by **us**.
- Any costs if **your** tent was stolen and **you** do not report the theft to the police within 24 hours and obtain a written report.

Urgent message relay service

We will pay

– Cost of relaying urgent messages from **us** to **your** immediate relatives or close business associates if the **vehicle** can not be driven because of an **accident**.

We will not pay

– Cost of relaying any urgent message not arranged through **us**.

- The cost of non-urgent messages or messages to persons not described under the **we will pay** paragraph.

Customs claims indemnity

We will pay

Customs claims for duty if the **vehicle** is **beyond commercial economic repair** as a result of a **breakdown** during the journey and it has to be disposed of abroad under Customs supervision.

We will not pay

- Any import duties not relating to the **vehicle**.

Collection of vehicle left abroad for repair

We will pay

The following costs up to a limit of £600 for one person to collect **your vehicle**, repaired abroad after **breakdown**.

- a) standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
- b) additional homeward cross channel ferry fare for the repaired **vehicle** and one person, calculated by taking the actual fare less the value of any unused homeward portion of **your** original cross channel ticket.
- c) up to £30 per night for single room hotel accommodation necessary to complete the round trip – limited to room only.

We will not pay

- Costs to collect the **vehicle** for anything other than a **breakdown**.
- First class rail fares; the cost of any meals; costs for more than one person.
- Taxi costs, unless agreed in advance by **us**.

Important Information

We will after taking a fair and reasonable view decide whether **your vehicle** should be repaired abroad and for **you** (or someone nominated by **you**) to return and collect.

Vehicle break-in, emergency repairs

In the event of damage to windows, windscreens or locks caused solely by forcible entry, or attempted forcible entry the **vehicle** is covered for immediate emergency repairs up to £175, **you MUST** report the matter to the police before contacting **us** or within 24 hours of contacting **us**, and **MUST** obtain a written report from the police.

RAC will:

- Treat the **vehicle** as if a **breakdown** had occurred and **you** will be entitled to all of the services set out in this document except repatriation of the **vehicle** and passenger repatriation

Cover is not available for:

- Any costs if **you** do not obtain a police report and submit it to **us** within 14 days of request.
- Repatriation benefits as described under the sections entitled “Vehicle repatriation to the United Kingdom” and “Passenger repatriation to the United Kingdom”.

Section 3 Requirements and limitations

Important self-drive hire car information

We will normally try to arrange a hire car equivalent to, but not necessarily the same as **your vehicle**, if there is one available. If **your vehicle** is a MPV or similar vehicle **we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in **your party**. Otherwise **we** will arrange alternative means of transport.

Self-drive car hire arranged under **your European Motoring Assistance** will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements etc. The driver must also have held a full **UK** driving licence or equivalent for a minimum of one year. **You** must present **your** driving licence (both photocard and paper counterpart) to the hire company.

Your credit card details will also be required and the card must be presented to the hire company as security for the hire and to cover extras such as topping up the fuel tank when returning the vehicle. Please note that **we** can not

arrange a hire car without **your** credit card. If **you** leave a hire car at a different location to the one arranged by **us** or for late returns **you** must pay any additional charges.

Many hire car companies will not permit their vehicle to cross national borders. It may be necessary to arrange multiple hires or additional transport in order to complete **your journey**. A car hired abroad must not be brought into the **UK**. A second car hire will be arranged for the **UK** part of **your journey**.

Continental hire cars must be returned to the appropriate hire car agency before boarding **your** ferry. Passengers may be required to travel as foot passengers to the **UK** where **you** will collect any necessary onward transportation.

Please note: **We** can not guarantee a hire car will be available. **We** can not arrange the hire of motor caravans, motorcycles, convertibles or vehicles with more than 17 seats, vehicles with a tow bar, roof rack or automatic gearbox and can not guarantee the hire of minibuses or vans. **European Motoring Assistance** does not extend to **cover** any hire car. Many hire companies across **Europe** charge a damage excess which is not covered by the **Collision Damage Waiver (CDW)**.

Credit card requirement

Car hire companies insist on having valid credit card details at the time of booking and the card must be produced when collecting a hire car. Therefore, if a hire car is necessary for **you** to continue **your journey**, **we** will require **your** credit card details to arrange this. Please see sections “Journey continuation” and “Passenger repatriation to the United Kingdom”.

We will also require **your** credit card details if **we** arrange a service for **you**, which is not covered by **European Motoring Assistance** or if it exceeds the limit set for each benefit.

Motorcycles

We cover motorcycles on the same basis as other eligible vehicles. However, **we** regret it is not possible for **us** to hire a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. **We** are also unable to hire a trailer for **you** to transport **your** motorcycle.

Caravans and trailers

The **vehicle** restrictions in this policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 meters including tow hitch. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and **we** provide recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out in this paragraph caravans and trailers are not covered by this policy

We regret **we** can not arrange a replacement caravan or trailer in the event of a **breakdown** which can not be repaired. It is also extremely difficult to hire vehicles with tow bars so it may become necessary to repatriate a caravan or trailer together with the **vehicle**, if the **vehicle** can not be repaired abroad by the return date.

Service providers

We do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose emergency services **we** arrange on **your** behalf and/or pay for under **European Motoring Assistance**.

The above mentioned do not act as **our** agents or subcontractors and **we** do not accept responsibility for their acts or omissions. **You** should check that any repairs to the **vehicle** are carried out to **your** reasonable satisfaction.

Telephone calls

European Motoring Assistance does not cover the cost of mobile or landline phone calls and **RAC** can not reimburse any costs incurred.

Motor insurance and vehicle warranty

European Motoring Assistance does not replace motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking the **vehicle** abroad. If **you** do not, **your** insurance policy will only cover **you** for damage **you** might cause to other people or their property. This means that **you** may not be covered for damage to the **vehicle**, fire, theft etc. **Your** insurers will also need to know if **you** are towing a caravan or trailer. If the **vehicle** has a manufacturer's or other mechanical warranty, **we** will provide emergency roadside assistance but **you** are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Section 4 General conditions

1. Purchase of Cover

Your cover must be in place before you commence your journey.

2. Eligible Vehicles

The **vehicle** must be one of the following and must be permanently registered in the **UK** as a private vehicle: car, motorcycle (121cc or over), motor caravan, minibus fitted with not more than 17 seats including driver, light van, estate car, MPV or 4 x 4 sport utility vehicle.

The **vehicle** must also:

- have a maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM)
- have maximum overall dimensions of: length 7m; height 3m; width 2.3m (all including any load carried).

3. Maximum number of persons

The **vehicle** must not carry more persons than recommended by the manufacturer, up to eight persons maximum (including the driver). However, for minibuses the maximum is increased to 17 persons (including the driver). Each person must occupy a separate fixed seat fitted during vehicle construction and to the manufacturer's specification.

Note: **Your** cover will not be valid if you carry within the **vehicle** more persons than the seating capacity stated in the **vehicle's** Vehicle Registration Document.

4. Vehicle condition

- a) Before **your journey** starts the **vehicle** must be in a roadworthy condition and free from any defects, which could

necessitate a **claim** under this cover. The **vehicle** must also have an up to date service record. **You** must tell **us** if **you** are aware of any mechanical, electrical or other problems with the **vehicle** which may interrupt **your journey**. In the event of a **claim**, proof of the **vehicle's** service history may be required.

- b) **You** must make sure the **vehicle** meets all the laws of the countries **you** visit. This particularly includes weight limits for towing. If **you** do not comply with these laws **we** can declare **your** cover invalid and refuse to provide service.

5. Expenses claims

You must retain all original receipts or bills for items of expense that **you** wish to claim back from **us**. **We** may not repay **your** expenses unless **you** can provide original receipts or bills.

6. Authority for repatriation or repair

- a) If **your vehicle** can not be driven due to an **accident** in **Europe**, any damage which **you** are entitled to have repaired by **your** motor insurers must be reported to them immediately. **Your** insurers must decide whether to authorise repair abroad or have the **vehicle** repatriated. **We** can not repatriate the **vehicle** unless **your** insurers first give their permission. **We** also reserve the right to negotiate with them to reclaim any costs **we** may have incurred.

- b) It is **our** decision alone whether to repatriate or repair locally a **vehicle** which can not be driven as a result of a **breakdown**, or, as a result of an

accident for which **you** do not have fully comprehensive insurance cover from **your** motor insurer. Repatriation can not be used to avoid repair costs. If **you** refuse a local repair **you** will not be entitled to repatriation or any additional services.

7. Non-repatriated vehicles

Repatriation will not be available if the market value* of the **vehicle** or trailer/caravan is less than the cost of repatriation. *UK market value as per Glass' Guide or other appropriate industry standard as used by **RAC**.

8. Repair costs

You must pay the cost of all parts. **You** must also pay any garage labour and other costs that are in excess of **your** cover limits.

9. Repayment of credit

You must pay back to **us** on demand

- a) any costs **we** have paid for which **you** are not covered for.
- b) the cost of any spare parts supplied.

We reserve the right to charge these costs to **your** credit card account if necessary.

10. Car hire

We will not be responsible for any delays in obtaining a hired vehicle and can not guarantee to provide it in time to connect with any prebooked ferry or train etc. **You** may need to collect a hired vehicle from the nearest available hirer as determined by **us**.

11. Replacement parts despatch

After **you** have asked **us** to despatch parts **you** are responsible for paying for them in full, even if **you** later obtain them locally. **We** will arrange to despatch parts as quickly as possible but delays will occur at weekends and bank holidays. **We** will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery.

Note: **We** can not guarantee the availability of replacement part(s), especially for older or specialist vehicles, for which parts may be impossible to locate.

12. Taxi Arrangements

On occasion **you** may be authorised by **us** to make **your** own taxi arrangements. In this instance, **you** should obtain a receipt and send it to **us** to claim a refund after **you** have returned home.

13. General

- a) Except in relation to any **claim you** may have for death or personal injury, if **we** are in breach of the arrangements under this contract, **we** will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.
- b) **We** do not guarantee the provision of any of the benefits under **European Motoring Assistance**, if there is anything beyond **our** reasonable control or the reasonable control of any service provider which prevents **us** or a service provider from providing that benefit.

Section 5 General exclusions

- c) Benefits under **European Motoring Assistance** will be refused if **you** or any of **your** party behaves in a threatening or abusive way to any persons providing services under **your** cover.

14. Exchange rate

Any costs that exceed the individual cover limits and are payable by **you** by credit card will be charged at the current exchange rates used by **us** at the time of the incident.

15. Law applicable

The laws of England and Wales govern **European Motoring Assistance**, unless **you** and **RAC** agree otherwise and the agreement has been put writing by **us**. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

16. Ferry and Eurotunnel bookings

If **you** need to book ferry or Eurotunnel tickets for **your** journey home, **we** will try to help **you** with **your** arrangements. However, due to the personal information required by the booking agents, it is **your** responsibility to book **your** tickets.

Your policy does not cover:

1. costs for anything which was not caused by the incident **you** are **claiming** for.
2. any **vehicle** used for motor racing, rallies, runs, timed events, driving in the Nürburgring or other competitive events, or persons taking part in such Motorsports activities.
3. any costs listed under 'we will not pay' and any other costs which are not expressly stated under 'we will pay'.
4. the costs of any parts required to repair the **vehicle**, or the cost of any garage labour or other costs in excess of **your** cover limits. Please note that these costs may be higher than in the **UK**.
5. loss caused by any delay, whether the benefit or service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc).
6. any incident affecting a vehicle hired under **European Motoring Assistance**.
7. routine servicing of the **vehicle**, replacing tyres, replacing windows, except under the 'vehicle break-in' cover, replacement of missing* or broken keys. **We** may be able to arrange for the provision of these services but **you** must pay for any costs incurred. *Keys which are locked inside the **vehicle** are covered and **we** can arrange for a **contractor** to attend. However, any damage which

- may occur in trying to retrieve the keys will be at **your** risk and **you** must pay for any costs incurred. **We** will provide assistance to change a wheel. However, if **you** are not carrying a serviceable spare, and **you** require **us** to provide assistance, **you** will be liable for
- 1) the cost of a replacement tyre, and
 - 2) any additional costs if a spare tyre is not available locally within what **we** deem as reasonable time.
8. any **claim** as a result of the **vehicle's breakdown** due to:
- a) running out of oil or water
 - b) frost damage
 - c) rust or corrosion
 - d) tyres which are not roadworthy
 - e) using an incorrect fuel
9. any costs which are covered by the **vehicle's** warranty.
10. any **claim** caused directly or indirectly by:
- a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from nuclear equipment;
 - b) **Your** property being held, taken, destroyed or damaged under the order of any Government or other authority;
- c) pressure waves caused by aircraft or other flying machines travelling at sonic or supersonic speeds;
 - d) Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by another cause or event:
 - (i) War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
 - (ii) Terrorism
- Terrorism is defined as any act or acts including, but not limited to:
- the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any persons(s) or group(s) of persons in while or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section

of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

(iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

11. any **claim** caused directly or indirectly by the overloading of the **vehicle** and/or any caravan or trailer.
12. any personal belongings/luggage/ goods/ vehicles/boats in or on the **vehicle** and/or caravan or trailer. **You** are responsible for the care of these items at all times.

Note: If **your vehicle** has to be repatriated **you** should check with **your** insurers that it will be covered in transit for loss or damage and the contents are also covered. **We** will not cover these items during transit.

13. any **claim** caused directly or indirectly by the **you** being affected by intoxicating liquors or drugs.
14. any **claim** where the **vehicle** is being driven by persons who do not hold a full **United Kingdom** or other recognised and accepted driving licence.
15. any **claim** which **you** could make under any other insurance. If the value of **your claim** is more than the amount **you** can get from **your** other insurance **we** may pay the difference. If **we** do make a payment it will not be more than the appropriate benefit limit.

16. any **claim** if the **vehicle** is being repatriated and Customs in any country find its contents are breaking the law of that country.

17. the cost of any transportation, accommodation or care of any animal.

Note: **We** can not guarantee that **we** can arrange transport for any animal. Any onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake.

18. If **your** breakdown is caused by weather induced flooding **we** will arrange for the **vehicle** to be taken to a local repairing garage. All further service will be at **your** cost, or must be referred to **your** motor vehicle insurer.

Section 6

Making a claim

When providing assistance we make every effort to meet on **your** behalf all costs within the **claim** limit. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost. **European Motoring Assistance claims** are handled by:

Breakdown Customer Care
RAC Motoring Services,
RAC House,
Great Park Road,
Bradley Stoke,
Bristol,
BS32 4QN

If **you** have paid any cost which **you** believe is covered under **European Motoring Assistance** please telephone **us** for a claim form immediately on **your** return **home**. When returning **your** completed claim form **you** must enclose relevant original receipts (not photocopies).

Telephone

0800 107 58 61

Receipts

You must keep all relevant original receipts (not photocopies) as they will be needed for any **claim**. **We** may refuse to arrange reimbursement of expenses **you** are claiming back if **you** can not provide original receipts or bills for the items **you** have paid for.

Conditions for payment of claims

Payment of claims depends on **you** complying with the following conditions:

1. **You** must make any claim on an **RAC** claim form. Please bring **your claim** to

RAC's attention as soon as **you** can (if possible within 28 days) after **you** return to the **United Kingdom**. **Claims** which are not on an **RAC** claim form will not be accepted. This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

2. If **we** pay money to **you** we can take over **your** right to recover that money. **You** must cooperate with **us** as much as possible if requested.
3. **You** must do all **you** can to prevent **accident**, injury, loss or damage, as if **you** were not covered.
4. **You** must forward to **us** any writ, summons, legal document or other communication about the **claim** as soon as **you** receive them.
5. **You** must obtain any original receipts, certificates, police reports, evidence etc and give all the information and help **we** may need at **your** expense. This includes medical certificate(s) and details of **your** household insurance if necessary.
6. **You** must not admit liability or offer or promise payment without **our** written permission.
7. The **vehicle** must be roadworthy and in good mechanical condition when **you** commence **your journey**.
8. If any **claim** is found to be fraudulent in any way **your claim** will be forfeited. **You** must, within 7 days of any request, send copies of any European Accident statements (called a "Constat d'amiable" in France) and/ or any policy reports or crime reference numbers to **us** should **you** make a **claim** following a road traffic incident.

Section 7 Caring for Our Customers

We are committed to providing **you** with the highest standard of service and customer care.

We realise however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. Should **you** have cause for complaint about any aspect of the service **we** have provided to **you** please contact **us** at the relevant address indicated and **we** will work with **you** to resolve **your** complaint.

We will deal promptly with **your** query. Unless **we** can satisfactorily resolve **your** complaint within 24 hours **we** will send **you** an acknowledgement within five working days, along with a leaflet outlining **our** complaints procedures. Please quote **your** full name, contact telephone number, Company name and where applicable **your vehicle** registration in any communication.

If **you** have used **our European Motoring Assistance** and are dissatisfied with any aspect of the service, please bring the complaint to **our** attention as soon as **you** can (if possible, with 28 days of becoming aware of it). This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.

Please write to **us** at:
Breakdown Customer Care
RAC Motoring Services,
RAC House,
Great Park Road,
Bradley Stoke,
Bristol,
BS32 4QN

Freephone from the **UK**
on 0800 107 5861 or
from Europe
on 00 44 (0) 161 332 1040
Fax: 01922 746 528

Or email:
customercareoperations@rac.co.uk

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