



Rescue Policy Booklet UK and Europe

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

How to contact us

Broken down or had an accident in the UK

Call us on	0333 2000 999
Freephone (from a landline)	0800 82 82 82

Broken down in Europe*

Calling from Europe	0033 472 435244
Calling from a French landline (free)	0800 94 20 44
Calling from Republic of Ireland (ROI)	1 800 535 005

*(Please replace the 00 at the beginning with 810 when in Belarus or Russia)

For legal claims and advice (sections A3 or K) 0330 159 0275

Key Replace (Section E) 0330 159 0952

Email: racreplace@soterps.com

Write: Key Replace
Claims Department
3rd Floor, Broadstone Mill
Broadstone Road
Stockport
SK5 7DL

For all other queries call customer services on 0330 159 0360

You can also write to us at:

RAC
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

Just let us know which section of cover **your** query relates to.

If **you** have hearing difficulties and have a Textphone, just prefix the number **you** wish to call with 18001 to access Typetalk, or text **us** on 07855 828282.

Remember

1. Please let **us** know if **you** get going before **we** arrive.
2. **We** won't reimburse **you** if **you've** had help that **we've** not arranged, so:
 - a. Only accept help from **us**
 - b. Don't go directly to a garage or other recovery service.

What we'll need if you break down

1. **Your** name and **RAC membership** number
2. **Your membership** card and identification such as a bank card or driving licence
3. The **vehicle's** make, model and registration number
4. The exact location of the **vehicle** (the road **you're** on, nearest road junction, mile marker etc)
5. The number of the phone **you're** using in case we get cut off
6. The nature of the fault
7. **Your** credit card to use European cover, some breakdown extras (e.g. courtesy car), or if **you** need additional services

Breakdown on a motorway in Europe

If **you break down** or are in a **road traffic accident** on a motorway in **Europe** please use the roadside emergency telephones. **You'll** be connected to the police or authorised motorway services who should send a breakdown recovery vehicle. If they don't, please contact **us**.

Motorways in France are privately managed so we can't send assistance if **you break down** or are in a **road traffic accident** on a French motorway/service area. **You** must use the roadside emergency telephones.

If **you** are recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and an authorised tariff is normally applied. **We** will cover **you** for these charges as long as **you** are towed to the recovery company's depot. If **you** are towed from a motorway, contact **us** as soon as **you** can and, if the **vehicle** has not been repaired, **we** will arrange for ongoing cover under the **membership**.

Telephone charges

Please note **we** do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

In the UK

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans.

In Europe

Roaming fees may apply when making or receiving calls, please contact **your** mobile phone provider for more information. It may not always be possible for **us** to return a call to a mobile phone.

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Policy Summary

This is a summary of RAC membership. It does not contain the full terms and conditions, which can be found later in this booklet. Please read this in conjunction with your policy schedule.

RAC membership

RAC membership offers services relating to the breakdown of vehicles or accidents involving vehicles. Some of the sections of cover are optional. Your policy schedule will tell you which cover you've chosen.

Who provides RAC membership

RAC Motoring Services provides the cover under Sections A1, A2, B and C and provides the Additional Services.

RAC Insurance Limited provides the cover under Sections A3, D, E, F, G, H, I, J, K and L.

Membership types

Your membership can be personal based or vehicle based.

- Personal based memberships cover you as a driver or a passenger in any eligible vehicle. A single membership will cover just you. A household membership will cover up to 4 members of your household in addition. Sections G, H, I and/or J will only cover the vehicles specified in your schedule being driven by you/named members.
- Vehicle based memberships cover up to 3 vehicles specified in your schedule and registered at your home whoever is legally driving them.

Membership period

Your RAC membership is either for a 12 or 24 month period, or available on a continuous basis.

Limits of cover

Limits on the number of claims and amount of cover apply to your membership. Your policy schedule and full terms will set out these limits.

Once these limits are reached we will not provide any further service under the membership.

Cancellation of your membership

You can cancel within the first 14 days of the start date, renewal date or the date you receive these terms and conditions with your policy schedule, whichever happens later. We will refund your premium in full unless you have made a claim within this period in which case no refund will be given. No further cooling off period will apply after this first 14 days, even if you add optional cover under Sections B to L.

Important: If you cancel the membership or remove any Section of cover more than 14 days after the start date or renewal date we will not refund the premium.

Contact details for notifying a claim

Please see page 2.

Complaints

If for any reason you are unhappy with the service we provide, we'd like to hear from you. In the first instance, please contact our Customer Services team.

Telephone: 0330 159 0360

Email: breakdowncustomercare@rac.co.uk
(or membershipcustomercare@rac.co.uk if not related to a breakdown)

Write: Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

If your complaint relates to Motor Legal Care, Legal Care Plus or Accident Care, please contact our Legal Customer Care team on:

Telephone: 0330 159 0610

Email: legalcustomercare@rac.co.uk

Or write to us at the above address.

Financial Ombudsman Service

If we've not resolved your complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us.

If your complaint relates to any cover provided by RAC Motoring Services under Sections A1, A2, B, C or additional services including Accident Care, you may not be able to refer your complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations, you may be entitled to compensation from this scheme.

Summary of cover

The following table is a summary of the cover available, highlighting if it is included or optional. Your policy schedule will show which level of cover you have.

You can use Section A1 from your start date. For Section A2 cover starts as soon as you've attached your fob to your keys. For all other sections, see the table below.

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Additional Services	Arranging additional services that are not covered under the membership such as accident and flood recovery etc.	You'll need to pay for any additional services arranged.
Section A1 – Roadside Included	Roadside assistance if your vehicle breaks down (at least ¼ mile from your home address) in the UK, Guernsey, Jersey, the Isle of Man or the Republic of Ireland. If we can't fix your vehicle at the roadside, we'll recover you, your vehicle and passengers to a single destination of your choice up to a maximum of 10 miles.	We won't cover: <ul style="list-style-type: none"> the cost of any parts or fitting any parts you've already purchased any call outs if you have reached the limit in your policy schedule any claim caused by your failure to follow our advice e.g. from a previous breakdown vehicles over 3.5t or used for business any breakdown that occurred before you took out cover with us
Section A2 – Key Return Included	If you've lost your keys and they're found with the fob attached, we'll return them to you.	
Section A3 – Motor Legal Care Included	Up to £50,000 for legal costs to recover uninsured losses from a road traffic accident in the UK that wasn't your fault. We'll also give you access to our 24/7 telephone legal advice line for motoring issues (UK only).	<ul style="list-style-type: none"> We must appoint a claims handler The claim must have more than a 50% chance of succeeding An excess of up to 25% of your damages applies if you've been injured We won't cover appeals
Section B – Recovery Optional	If you break down more than ¼ mile from home and we can't fix your vehicle at the roadside, we'll recover you, your vehicle and passengers to a single destination of your choice within the UK.	We won't recover you: <ul style="list-style-type: none"> within the first 24 hours of joining/upgrading if the breakdown relates to your tyres and you don't have the manufacturer's recommended kit (e.g. spare, inflation kit etc)
Section C – At Home Optional	We'll extend the cover we provide under Section A1 to include breakdowns within ¼ mile of your home.	<ul style="list-style-type: none"> We won't recovery you within the first 24 hours of joining/upgrading The significant and unusual exclusions or limitations that apply to Section A1 also apply

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section D – Onward Travel Optional	If you break down and we can't fix your vehicle, we'll either: <ul style="list-style-type: none"> provide a hire car for up to 3 consecutive days, or 1 night's bed and breakfast, or alternative transport up to £150 per person (£500 in total) 	We won't cover: <ul style="list-style-type: none"> claims within the first 24 hours of joining/upgrading a hire car other than a small hatchback The hire car company's terms (which may include age or licence restrictions) will apply.
Section E – Key Replace Optional	If your keys are lost, stolen or broken, we'll send a locksmith to replace, repair or reprogram your locks and keys.	We won't cover: <ul style="list-style-type: none"> keys that aren't attached to the fob claims within the first 14 days of joining/upgrading more than £1,000 per year

The following sections F-J (in addition to sections B and D above) only apply if we have attended a breakdown under sections A1 or C. You must call us out first before you can claim on any of these sections.

Section F – Courtesy Car Optional	If we can't fix your vehicle, we'll provide a hire car for up to 3 consecutive days whilst yours is being fixed.	<ul style="list-style-type: none"> We'll only provide a standard small hatchback hire car The hire car company's terms (which may include age or licence restrictions) will apply
Section G – Mis-Fuel Rescue Optional	If you break down because you put petrol in your diesel car, we'll get it drained, flushed and repaired (if required).	We won't cover: <ul style="list-style-type: none"> claims that occur in the first 24 hours of joining/upgrading more than £2,500 per year or the market value of your vehicle (if lower)
Section H – Battery Replace Optional	If you break down because your starter battery is no longer serviceable, we'll replace it up to a maximum of £600 per year.	We won't cover: <ul style="list-style-type: none"> claims that occur within the first 14 days of joining/upgrading batteries that require fitting by a manufacturer's dealer claims caused by misuse and/or incorrect fitting of a battery
Section I – Tyre Replace Optional	If you break down due to a puncture or damage to your tyre, we'll repair or replace it. If that's not possible we'll take you to our nearest RAC approved tyre centre.	We won't cover: <ul style="list-style-type: none"> claims that occur within the first 14 days of joining/upgrading claims more than the value as shown on your schedule per year wear and tear and tyres under the legal limit damage caused by fire, theft or incorrect use/fitting (e.g. under-inflation, mis-alignment)

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
<p>Section J – Garage Parts and Labour</p> <p>Optional</p>	<p>We'll cover the cost of certain parts and labour (at an RAC approved garage) needed to fix your vehicle</p> <ul style="list-style-type: none"> Up to £750 per claim (or the market value of the vehicle if lower) Up to 1 hour's diagnostic work per claim (if required and part is covered) Parts covered are shown in the Covered Parts Table in Section J of your terms and conditions 	<p>We won't cover:</p> <ul style="list-style-type: none"> claims that occur within the first 14 days of joining/upgrading more than the number of claims shown on your schedule any claims if you've not had your vehicle serviced by a VAT registered garage in line with the manufacturer's recommendations or within the last 12 months claims covered by a warranty wear and tear
<p>Section K – Legal Care Plus</p> <p>Optional</p>	<p>Section K1: Uninsured loss recovery. We'll extend the cover you get under section A3 to a limit of £100,000 and include Europe.</p>	<p>The same limitations and exclusions that apply to section A3 also apply to this Section.</p>
	<p>Travel costs: If your accident was in Europe and you need to return for a court hearing or medical exam.</p>	<p>We won't cover</p> <ul style="list-style-type: none"> travel costs over £1,000
	<p>Legal Defence: If you're taken to court for a criminal motoring offence in the UK or Europe, we'll appoint a representative and pay your legal costs (up to £25,000) to defend this.</p>	<p>We won't cover</p> <ul style="list-style-type: none"> parking, alcohol or drug related offences claims not reported to our legal helpline first claims that have less than a 50% chance of succeeding
	<p>Section K2: Motor vehicle consumer disputes: if you have a legal dispute relating to the purchase, sale, hire or service of a vehicle (in the UK) we'll appoint a representative and pay their legal costs (up to £5,000).</p>	<p>We won't cover</p> <ul style="list-style-type: none"> claims if there's an arbitration clause in the contract disputes under £250 claims not reported to our legal helpline first claims that have less than a 50% chance of succeeding
	<p>Personal legal helpline: We'll also give you access to our 24/7 telephone legal advice line for any private legal matter within the UK.</p>	<p>We can't advise on business or commercial matters (even as a landlord).</p>

We won't provide cover under this section L within the first 24 hours of joining or upgrading your membership.

<p>Section L – European Rescue</p> <p>Optional</p>	<p>Section L1: Journey continuation in the territory</p> <p>If we attend a breakdown under Sections A1 or C within 48 hours of your planned departure date and we cannot repair the vehicle within 24 hours, we will arrange and pay £125 per day, up to £750 for a replacement car to continue your journey to Europe.</p>	<p>We won't cover:</p> <ul style="list-style-type: none"> claims within ¼ mile of your home address unless you have our At Home cover <p>The hire car company's terms (which may include age or licence restrictions) will apply.</p>
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Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
	<p>Section L2: Roadside assistance in Europe</p> <p>Attendance at the roadside or tow to the nearest available repairer if you break down or are in a road traffic accident in Europe.</p> <p>We will contribute up to £150 towards labour charges providing the vehicle is repaired on the same day.</p>	<p>We won't cover:</p> <ul style="list-style-type: none"> • the cost of any parts • any labour costs if the vehicle was in a road traffic accident
	<p>Section L3: Journey continuation in Europe</p> <p>If the vehicle cannot be repaired within 12 hours of the breakdown, we will arrange and pay up to £125 per day, up to £1,500 for:</p> <ul style="list-style-type: none"> • a replacement hire car • standard class rail or air travel, and/or • local taxi fares authorised by us 	<p>We won't cover:</p> <ul style="list-style-type: none"> • costs under this Section if you are claiming under Section L5 (Additional accommodation expenses) • any costs once you are notified that your vehicle: <ul style="list-style-type: none"> - has been repaired; - will be repatriated; or - the vehicle repair will cost more than the vehicle's market value <p>The hire car company's terms (which may include age or licence restrictions) will apply.</p>
	<p>Section L4: Replacement parts dispatch</p> <p>If the vehicle requires replacement parts as a result of the breakdown we will arrange for replacement parts to be dispatched to you.</p>	<p>We won't cover:</p> <ul style="list-style-type: none"> • the cost of any parts
	<p>Section L5: Additional accommodation expenses</p> <p>If the vehicle cannot be repaired within 12 hours of the breakdown, we will pay a contribution of £50 per person, per day, up to £500 towards additional (not alternative) accommodation expenses.</p>	<p>We won't cover:</p> <ul style="list-style-type: none"> • costs under this Section if you are claiming under Section L3 (Journey Continuation in the Territory) <p>Cover ends once you are notified that your vehicle:</p> <ul style="list-style-type: none"> • has been repaired; • will be repatriated; or • the vehicle repair will cost more than the vehicle's market value
	<p>Section L6: Replacement driver</p> <p>Replacement driver to continue the journey or take you home if the only qualified driver in the party is medically unfit to drive.</p>	<p>We won't cover claims:</p> <ul style="list-style-type: none"> • due to any pre-existing medical conditions that may prevent the driver from driving • if you are unable to provide us with a written letter from the treating medical expert
	<p>Section L7: Vehicle break-in emergency repairs</p> <p>Emergency repairs to damage caused by forcible or attempted forcible entry of the vehicle. We will cover the labour cost of a local repairer up to £180.</p>	<p>We won't provide cover:</p> <ul style="list-style-type: none"> • if you do not report the matter to the police before contacting us, or • if you're unable to provide us with a police report

Type of cover	Significant features and benefits	Significant and unusual exclusions or limitations
	<p>Section L8: Vehicle repatriation</p> <p>Repatriation (including storage while awaiting repatriation) of the vehicle back to the territory if we cannot repair the vehicle by the time you plan to go home and your vehicle is not roadworthy.</p>	<p>We won't cover any costs:</p> <ul style="list-style-type: none"> • where you have been involved in a road traffic accident (unless authorised by your insurer) • that are over the market value of the vehicle or if the vehicle repairs will cost more than the market value of the vehicle • for transportation of any personal belongings, valuables, luggage or animals
	<p>Section L9: Passenger repatriation</p> <p>Repatriation of you and your passengers back home if your vehicle is repatriated (under Section L8) or the vehicle repair will cost more than the vehicle's market value.</p>	<p>We won't cover:</p> <ul style="list-style-type: none"> • costs above the limits shown in Section L3 (Journey Continuation) <p>The hire car company's terms (which may include age or licence restrictions) will apply.</p>
	<p>Section L10: Collection of vehicle left abroad for repair</p> <p>Where we have agreed with you that the vehicle will remain in Europe for repairs we will cover transportation and accommodation costs for one person to return to Europe to collect the vehicle.</p>	<p>We won't cover:</p> <ul style="list-style-type: none"> • fuel costs, travel insurance or any other extra costs • transportation costs for any personal belongings, animals, valuables or luggage
	<p>Section L11: Accidental damage to or loss of tent</p> <p>Contribution towards accommodation expenses for up to 3 days or a replacement tent, if your tent is accidentally damaged so it is unusable, or it is stolen.</p>	<p>We won't provide cover for stolen tents if:</p> <ul style="list-style-type: none"> • you do not report the matter to the police before contacting us, and • you're unable to provide us with a police report
	<p>Section L12: Customs duty indemnity</p> <p>Where the vehicle repair will cost more than the vehicle's market value and has to be disposed of in Europe, we will cover the cost of import duty.</p>	<p>We won't cover:</p> <ul style="list-style-type: none"> • any import duties not relating to the vehicle • any costs following a road traffic accident
	<p>Section L13: Urgent message relay service</p> <p>Relay urgent messages if you break down or are in a road traffic accident.</p>	<p>We won't cover:</p> <ul style="list-style-type: none"> • the cost of relaying messages not arranged through us
	<p>Section L14: UK Hire car whilst awaiting repatriation</p> <p>Contribution £40 per day towards a hire car, for up to 3 consecutive days in the territory while you wait for your vehicle to be repatriated.</p>	<p>The hire car company's terms (which may include age or licence restrictions) will apply.</p>
	<p>Section L15: European legal care</p> <p>Please see Section K1 (Legal Care Plus) in this table.</p>	<p>Please see the significant and unusual exclusions or limitations listed for Section K1: Legal Care Plus on this table.</p> <p>If you have cover under Section K as well, you can only claim under one of those Sections.</p>

Important information about your policy

Any words in this policy booklet that are in bold type are defined. Please see the Definition of words which explains the meaning of each defined term.

This RAC membership is intended to offer services relating to the breakdown of vehicles or road traffic accidents involving vehicles. It meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles (and where additional cover is chosen, additional risks related to the breakdown of vehicles) are met now and in the future.

You may not have chosen to take out cover with us for all of the Sections of cover in this policy booklet. Please refer to your policy schedule which sets out the Sections of cover you have chosen.

This policy booklet contains the benefits, conditions and exclusions that apply to each individual Section of cover (see Sections A to L) and the general conditions and exclusions that apply to all Sections of cover in this policy booklet. You must meet these conditions or we may not provide you with membership services.

Please read this policy booklet and your policy schedule carefully to check which Sections of cover you have chosen and to ensure these meet your demands and needs.

Please ensure these documents are kept in a safe place. If you cannot find any of your documents, call us on 0330 159 0360 to request a replacement.

This policy booklet together with your policy schedule is the contract of insurance between the lead member and RAC Insurance Limited in respect of the cover provided under Sections A3, D, E, F, G, H, I, J, K and L and the lead member and RAC Motoring Services in respect of the cover provided under Sections A1, A2, B and C and any other services.

Use of language

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.

Law

The parties are free to choose the law applicable to this membership. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Your terms and conditions

Membership types

There are two types of cover available for RAC membership: **personal based membership** and **vehicle based membership**. This will affect who is entitled to benefit under the **membership**. The type of cover that the **lead member** has chosen is set out in your **policy schedule**.

Personal based membership

If the **lead member** has chosen personal based **membership**, this **membership** will cover:

1. The **lead member** only under a single **membership**; or
2. The **lead member** and up to four other members of the **lead member's household** under a **household membership**.

Your **policy schedule** sets out whether the **lead member** has chosen single **membership** or **household membership**. Any members of the **household** that are covered under this **membership** are set out in your **policy schedule**. The **lead member** and each member of the **household** that is covered under this **membership** will be a **member** of the RAC and will receive an RAC membership card. We recommend that each **member** keeps this card with them at all times to assist them in the event that an incident occurs and they need to make a **claim**.

Personal based membership covers each **member** when they are driving or are a passenger in a **vehicle**. Each **member** must comply with the terms and conditions under this **membership**. Any failure of a **member** to do so may impact on their rights and the rights of any other **member** under this **membership**, including whether any **member** can make a **claim**. The **lead member** should ensure that each **member** is made aware of this as well as the level of cover under this **membership**.

If the **lead member** has chosen cover under Sections G, H, I and J, this **membership** will cover each **vehicle** that may be registered with us. Your **policy schedule** sets out the details of any **vehicles** that are registered for cover under those Sections. If the **lead member** would like to change the **vehicles** covered under those Sections, please see Changes to your details.

If this is a **household membership** and the **lead member** would like to change the identity of the **members** of the **household** that are covered under this **membership**, please see Changes to your details. However, we are not able to change the identity of the **lead member**.

Vehicle based membership

If the **lead member** has chosen **vehicle based membership**, this **membership** will cover up to 3 **vehicles** that are registered at the **lead member's home**. Your **policy schedule** sets out the details of the **vehicles** that are covered under this **membership**.

Vehicle based membership covers the **lead member** and any person with a full, valid driving licence when they are driving a **vehicle** as shown on your **policy schedule**. The **lead member** and each **driver** must comply with the terms and conditions under this **membership**. Any failure of the **lead member** or a **driver** to do so may impact on the **lead member's** rights under this **membership**, including whether the **lead member** can make a **claim**. The **lead member** should ensure that each **driver** is made aware of this as well as the level of cover under this **membership**.

If the **lead member** would like to change the **vehicles** covered under this **membership**, please see Changes to your details.

Membership period

Membership may be for a 12 or 24 month period or be **continuous**. Your **policy schedule** sets out which **membership period** the **lead member** has chosen. The premium for a 12 or 24 month **membership** will be due in full in advance. The premium for a **continuous membership** will be due each month in advance.

Payments by credit card

We may charge a credit card fee of up to two per cent of the total transaction value if **you** pay for the insurance premium by credit card.

The credit card fee may also apply in circumstances, including but not limited to, upgrading your **membership** or at the renewal of your **membership**.

You will be advised of when the credit card fee applies in advance of payment and the amount payable. We will also tell **you**, in advance, about any other charges that may apply relating to your **membership**.

Limits of cover

Your cover under this **membership** is subject to:

1. Limits on the number of **claims** that can be made under individual Sections and under this **membership** overall during each **membership year**.
2. Limits of cover for certain types of **claims** and for certain Sections.

Please refer to the terms of the applicable Section and your **policy schedule** which set out these limits.

1. One **call out** will be any attendance by an **RAC patrol RAC contractor** or **service provider** to a **vehicle** as a result of a call to us under the **membership**.
2. The limits will apply to all **claims** made by the **lead member** and the **members** (if this is a **personal based membership**) or by the **lead member** and any other person driving a registered **vehicle** (if this is a **vehicle based membership**).
3. If the number of **call outs/claims** set out on your **policy schedule** is exceeded, we will not provide any further service under the **membership** during that **membership period**. However we may be able to provide assistance for an additional charge.

Additional services provided by the RAC

If a **member** or a **driver** requires additional services that are not covered under Sections A1 to L of the **membership**, we may be able to arrange appropriate additional services at the **member** or the **driver's** (as appropriate) request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the **vehicle**;
2. Receive specialist services to complete a repair of the **vehicle**;
3. Receive **road traffic accident** assistance in the **territory**;
4. Extend the hire period for any replacement vehicle; or
5. Provide services where the number of **call outs** that can be made under your **membership** in a **membership year** has been exceeded.

The charge for any additional service provided or arranged by us will be agreed with the **driver** or **member** when they request the service and before any costs are incurred. Please note that where these costs are incurred in **Europe**, they may be higher than equivalent costs in the **territory**.

If any person requests a service under the **membership** that is not covered by Sections A1 to L of the **membership**, the **lead member** will become liable for any costs relating to the service provided. To limit the risk of the **lead member** having any unexpected costs, we will ask for proof of identity of the person in question to confirm whether they are a **member** or a **driver** and, where possible, we will charge the **member** or **driver** the costs of the service in advance.

However, we recommend that the **lead member** ensures all **members** and **drivers** obtain the **lead member's** prior consent before we provide such services outside the terms of the **membership** under any Section of the **membership**.

Accident care

In the event that **you** have a **road traffic accident** within the **territory**, **we** may be able to provide **you** with the following additional services:

Road traffic accident assistance

If the **vehicle** cannot be driven as a result of a **road traffic accident** within the **territory**, **we** can arrange for the recovery of the **vehicle** up to a maximum of 150 miles as measured by **us** from the location of the **road traffic accident** for an additional charge (as the **membership** does not cover attendance for a **road traffic accident**, fire, flood, theft or act of vandalism). The charge for this service will be agreed with the **member** or the **driver** (as applicable) when they request **road traffic accident** assistance and before any costs are incurred. This charge will vary depending upon the level of assistance required.

You will be liable to pay the **road traffic accident** assistance charge within 180 days of the recovery, in a single instalment. However, the **member** or **driver** may be entitled to recover this from their motor insurer. This will be subject to the terms and conditions of the relevant motor insurance policy. Alternatively, the **member** or **driver** may be able to recover this cost from a third party or their insurer, if the third party is considered liable for the **road traffic accident**.

If **we** or **our legal claims handler** have enough information, **we** or **our legal claims handler** can give **you** a preliminary view on **your** right to recover the **road traffic accident** assistance charge and, if applicable, **we** or **our legal claims handler** can assist **you** in recovering the charge. However, **we** or **our legal claims handler** cannot guarantee the recovery of all or any of the **road traffic accident** assistance charge.

Post-accident assistance

If a **member** or **driver** notifies **our legal claims handler** of a **road traffic accident** within the **territory**, **our legal claims handler** will record all of the relevant information about the **road traffic accident** provided by the **member** or **driver** and provide a copy of such record to the **member** or **driver**, if requested. In addition, with the permission of the insurer of the **member** or **driver's** motor insurance policy that will or may provide insurance cover for the **road traffic accident**, **our legal claims handler** can report details of **your road traffic accident** to them and ask them to contact the **member** or **driver** at a convenient time to discuss the insurance claim or motor insurance policy. **Our legal claims handler** can also assist **you** in determining whether the **vehicle** can be driven following the **road traffic accident** through asking the **member** or **driver** a series of questions.

Replacement vehicle assistance

If a **member** or **driver** is involved in a **road traffic accident** within the **territory**, **our legal claims handler** will assist **you** in hiring a replacement vehicle for the period that the **vehicle** is immobilised as a result of and/or whilst it is being repaired following the **road traffic accident** if:

1. **You** complete a hire and credit agreement with the hire car company;
2. **You** comply with the terms and conditions of the hire car company selected by **us**, which may include age, licence and geographical restrictions;
3. **You** confirm that there is not a courtesy car benefit included within **your** motor insurance policy as a result of the **road traffic accident** in question;
4. A third party driver is responsible for the **road traffic accident** and their insurers do not dispute that the third party is responsible for the **road traffic accident**; and
5. **You** provide **us** with the name, address, vehicle registration, insurance company name and policy number of the responsible third party driver.

We or **our legal claims handler** cannot guarantee that the hire car company will be able to provide any particular make or model of replacement car. The make and model of the replacement vehicle may vary from **your vehicle**.

We or **our legal claims handler** will not pay any costs relating to the replacement vehicle.

Definition of words

Certain words in this policy booklet have special meanings. These words and their meanings are listed below and apply wherever they are in bold type.

“accident”

means a personal accident, excluding a **road traffic accident**, occurring during the **membership period** for which you were not at fault and for which another party was at fault;

“approved garage network”

means a garage in the **territory** that has been approved by us;

“approved tyre network”

means a tyre centre in the **territory** that has been approved by us;

“beyond commercial economical repair”

means where the total cost required to repair the **vehicle**, including any taxes, is greater than the UK **market value** of the **vehicle**. If the **vehicle** has **broken down** or had a **road traffic accident** in **Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the **service provider** in the applicable country in **Europe** where the **breakdown** or **road traffic accident** has occurred;

“breakdown”/“break down”/“broken down”

means the **vehicle**, **caravan** or **trailer** (as applicable) is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery (but not as a result of a mis-fuel, **road traffic accident**, fire, flood, theft or act of vandalism). A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the **vehicle** to cease to function as a whole. Illumination of a **vehicle’s** warning light does not always constitute a breakdown. If the illuminated warning light does not constitute a breakdown, you will need to make your own way to a place of repair and any break down cover under this policy booklet will not apply;

“business use”

means the use of a **vehicle** in connection with, or solely for the purpose of, operating a business, other than for social, domestic and pleasure purposes including commuting to and from a permanent place of work;

“caravan”/“trailer”

means any caravan or trailer that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)

“claim”/“call out”

means any request for service or benefit or for cover under any Section of the **membership**;

“continuous”

means a monthly policy with an annual review which is 12 months after the **start date** as shown on your **policy schedule**. Your monthly policy will automatically renew subject to receipt of your payment;

“covered part”

means the **vehicle** parts detailed in Section J as being covered for replacement if required as the result of a **breakdown**, except where such part is listed as not being covered or are not covered due to the exclusions of cover (e.g. due to damage being caused by **wear and tear**);

“driver”

means any driver of a **vehicle** under a **vehicle based membership**;

“emergency service”

means the police, fire, emergency medical service, the army or the highways agency traffic officer service;

“Europe”

means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey (in Europe) plus Uskudar, Ukraine, Vatican City and any offshore islands of the above, except overseas territories outside of Europe;

“fob”

means the numbered tag issued to the **lead member** for their keys and which has been registered in the **lead member’s** name and at the **home**;

“home”

means the address in the **territory** where the **lead member** lives permanently, as shown on **your policy schedule**;

“household”

means any person(s) who live(s) permanently at the **home** including any student or member of the armed forces who normally lives permanently at the **home** but is temporarily living away from the **home**;

“insured key”

means any key belonging to the **member** which is attached to the **fob**;

“journey”

means a holiday or trip in a **vehicle** to **Europe** which begins on departure from the **home** and ends on return to the **home**;

“key replace administrator”

means Soter Professional Services Limited, 3rd Floor, Chronicle House, 72 – 78 Fleet Street, London, EC4Y 1HY;

“key replace event”

means the loss, breakage or theft of any **insured key** from the **lead member** or **members** residing at the **home**, or where **insured keys** are locked inside the **lead member’s home** or **vehicle** (or **vehicle** of an immediate member of their family residing at the **lead member’s home**);

“lead member”

means the person named on **your policy schedule** as the lead member;

“legal claim”

means an incident which **our legal claims handlers** or **our** appointed **legal representative** accept as falling within the terms of Section A3, K or L15 and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made under that Section;

“legal claims handler”

means the RAC accident helpline, operated by Quindell Legal Services Limited, authorised and regulated by the Solicitors Regulation Authority, or a representative of RAC accident helpline;

“legal costs”

means the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by or on behalf of **you** and/or **your** passengers and authorised by **our legal claims handler** in pursuing or defending a **legal claim** and/or the reasonable costs of a third party for which **you** and/or **your** passengers are either held liable by court order or are agreed by **us** and which are incurred in connection with **legal proceedings**;

“legal proceedings”

1. for Section A3, means the pursuit of a **legal claim** for **your** and/or **your** passengers’ **uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory**;
2. for Section K or L15, means the pursuit of a **legal claim** for **your** and/or **your** passengers’ **uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory** or **Europe**, or the defence of a motoring prosecution within a court of criminal jurisdiction in the **territory** or **Europe**;

“legal representative”

means the solicitors or other qualified experts appointed by **our legal claims handler** to act for **you** and/or **your** passengers provided that such solicitors or experts satisfy the following conditions: they agree to fund all disbursements and not to claim for the same until the end of the case;

1. they agree not to submit any claim for **legal costs** until the end of the case and try to recover all **legal costs** from the other party in the action; and
2. they agree to report in writing to **our legal claims handler** on any substantive development in the progress of the **legal claim**;

“market value”

means the market value in the **territory**, as reasonably determined by **us** in accordance with published industry data (using Glass’s Guide or other appropriate trade vehicle valuation guide(s)), of a **vehicle** based upon a vehicle of the equivalent age, make, recorded mileage and model as the **vehicle**;

“member”

means the **lead member** and, if **you** have a **personal based membership**, each member of the **household** named on **your policy schedule**;

“membership”

means the policy that is subject to the terms and conditions in this policy booklet and **your policy schedule**;

“membership period”

means the 12 month, 24 month or **continuous** period from the **start date** (as shown on your **policy schedule**);

“membership year”

means the 12 month period from the **start date** and each subsequent 12 month period from the anniversary of the **start date**;

“modified vehicle”

means any **vehicle** that has been modified from the manufacturer’s specifications;

“party”

means the total number of persons (including **you**) travelling with **you** for the whole period of **your journey**;

“personal based membership”

means a **membership** providing benefits attached to the named **members**;

“policy excess”

means, for successful cases, a sum equivalent to up to 25% (or other applicable limit set by law) of any general damages received by **you** and/or **your** passengers for death or bodily injury, excluding any sums for future loss and any sums paid or payable to the Compensation Recovery Unit of the Department of Work and Pensions. Except that, where the person making the **legal claim**:

1. does not receive an award of damages for a claim for death or bodily injury;
2. is under 18 years of age or is a patient under Section 1 of the Mental Health Act 1983; or
3. sustained the uninsured loss in **Europe**

the policy excess shall be £nil;

“policy schedule”

means the document containing important details about the **membership**, which must be read in conjunction with these terms and conditions;

“RAC “/”we”/”us”/”our”

means RAC Motoring Services in respect of Sections A1, A2, B and C and the Additional services provided by the RAC and RAC Insurance Limited in respect of Sections A3, D, E, F, G, H, I, J, K and L and each of their authorised agents;

“RAC contractor”

means any person appointed by the **us** to provide certain **breakdown** assistance services on **our** behalf;

“RAC patrol”

means a technician employed by **us** ;

“road traffic accident”

1. for the purposes of Sections A3, K and L15 means a traffic accident involving a **vehicle** and at least one other motor vehicle occurring during the **membership period** on a public highway or on a private road or a car park to which the public has an uninterrupted right of access for which **you** and/or **your** passengers were not at fault and for which another party was at fault; and
2. for the purposes of all other Sections of these **membership** terms and conditions, means a traffic accident involving a **vehicle** within the **territory** or (in relation to Section L only) **Europe** that immobilises the **vehicle**;

“road traffic acts”

means any Acts of Parliament, laws, rules or regulations, which govern the driving, the use or maintenance of any motor vehicle in the **territory**;

“service provider”

means any garage, breakdown/recovery company, repairer, car hire company and other third party service provider in **Europe**. These service providers are not checked or approved by **us** and do not act as **our** agents. **We** cannot be held liable for acts or omissions of service providers;

“specialist equipment”

means equipment that is not normally required by **RAC contractors** or **RAC patrols** to complete repairs and recoveries in the event of a **breakdown** or **road traffic accident** including, but not limited to, winching and specialist lifting equipment;

“start date”

means the date that this **membership** begins as shown on your **policy schedule**;

“territory”

means the England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man;

“uninsured losses”

means losses directly arising out of a **road traffic accident** or, for Section K only, directly arising out of bodily injury due to an **accident** where such losses are not otherwise covered by insurance and either damage occurs to a **vehicle** and/or any personal effects owned by **you** (or **your** passengers) and/or **you** (or **your** passengers) suffer death or bodily injury;

“vehicle”

1. for the purpose of all Sections other than Section L means any UK registered vehicle that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	6.4 metres (21ft) including tow bar	2.55 metres (8ft 4in)	3 metres

Motorcycles under 50cc and mobility scooters are not vehicles covered under the membership.

2. for the purpose of Section L means any UK registered vehicle (including a motorcycle or a motorhome under 11 years old) that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3 metres

Motorcycles under 121cc and mobility scooters are not vehicles covered under the membership;

“vehicle based membership”

means a **membership** providing benefits to **drivers** of the **vehicles** shown on the **policy schedule**;

“wear and tear”

means the gradual loss of a component’s ability to function exactly as it was designed to do by the manufacturer due solely to time and the **vehicle’s** mileage in operation;

“you”/“your”

if this is a **personal based membership**, means the **members** or, if this is a **vehicle based membership**, means any **driver**.

Your cover

SECTION A1: Roadside

All **memberships** include cover for Roadside as set out in this Section A1. The number of **claims** which you can make during the **membership year** is shown on your policy schedule.

What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it, has **broken down** in the **territory** or the Republic of Ireland during the **membership period** and more than 1/4 mile from **your home** as measured by **us**, **we** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle**, **caravan** or **trailer** (as applicable) at the roadside; or
2. If **we** are unable to permanently repair the **vehicle** or the **caravan** or **trailer** at the roadside (within a reasonable time), **we** will decide, based upon our technical expertise in **breakdown** situations, either to provide a temporary repair to the **broken down vehicle**, **caravan** or **trailer** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** within 10 miles of the **breakdown** as measured by **us**. **We** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

If **we** transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination of your choice, **we** will either:

1. Provide transport for **you** and up to seven passengers of the **broken down vehicle** to that chosen destination. If more than five people require transportation, **we** may need to provide transport in separate vehicles; or
2. If **you** choose for **us** to transport the **vehicle** to a garage, **we** will reimburse **your** taxi fare for a taxi journey to a destination up to 20 miles from the garage for **you** and up to seven passengers of the **broken down vehicle** as long as **you** agree this with **us** in advance. In order to **claim** a reimbursement of the taxi fare, **you** must send the receipt for the taxi journey to **us** at the breakdown customer care address shown on page 43;
3. In addition, **we** will relay urgent messages from **you** to a contact of **your** choice if the **vehicle** cannot be driven because of a **breakdown** or **road traffic accident**.

What is not covered

1. Any **breakdown** over the **call out** limit as shown on your policy schedule;
2. Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested later after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;

3. The cost of any parts (including batteries) required by **us** to repair the **vehicle** are not covered under this Section A1. If the **RAC patrol** or **RAC contractor** has the required parts **you** can purchase the relevant parts from **us** for an additional charge. The part must be paid for in full at the time of the **breakdown** and before the repair commences. **We** will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under the **membership**;
4. Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - a. **we** consider acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than **us**; or
 - b. **we** advised any **member** or **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs.

SECTION A2: Key Return

All **memberships** include Key Return as set out in this Section A2.

What is covered

At the **start date** **we** will provide a key **fo** or **fo**s to the **lead member**:

- a) if **you** have **personal based membership**, 1 **fo** for each **member**;
- b) if **you** have **vehicle based membership**, 1 **fo** per **vehicle**;

Keys attached to the **fo**, if found and returned to **us** during the **membership period**, will be returned to the **lead member** by Royal Mail Special Delivery; and **we** will also provide a lost and found key helpline 24 hours a day, 365 days a year on 0330 159 0951.

What is not covered

1. Keys lost without the **fo** attached;
2. If **your membership** has been cancelled or has expired and **we** receive a **fo** and keys following the end of the **membership period**:
 - a. **we** will return **your** keys but will not cover postage costs;
 - b. **we** will retain the **fo** as it remains **our** property;
3. Any costs other than postage to return keys to the **lead member's** address;
4. Any costs in respect of damage to keys, key rings or personal effects attached to the **fo**;

5. Any loss of earnings or profits which **you** or any other person suffer as a result of the loss of **your** keys; or
6. Any **claims** relating to lost keys, locks or other costs relating to the loss of keys.

SECTION A3: Motor Legal Care

All **memberships** include cover for Motor Legal Care as set out in this Section A3.

What is covered

We will cover the **legal costs** incurred by **you** and/ or **your** passengers in relation to **legal proceedings** in respect of a **legal claim** for **uninsured losses** sustained following a **road traffic accident** for which **you** and/ or **your** passengers were not at fault and for which another party was at fault, in the **territory** during the **membership period**, as set out below:

Our legal claims handler will negotiate to recover **your** and/ or **your** passengers' **uninsured losses** in relation to a **legal claim** which, in **our legal claims handler's** opinion, has a 51% or greater chance of success.

If **our legal claims handler** appoints a **legal representative** in relation to such **legal proceedings**, we will cover the costs of the **legal representative** up to £50,000 per **legal claim**.

What is not covered

1. We will not cover the **policy excess**;
2. We will not provide uninsured loss recovery if in **our** reasonable and expert opinion, there is not a 51% or greater chance of success. Cover may be refused or discontinued if such prospects do not, or no longer, exist;
3. We will not provide cover for appeals; or
4. We will not cover **legal costs**:
 - a. incurred before **our legal claims handler** has confirmed acceptance of the **legal claim** in writing;
 - b. exceeding any amount approved by **us** or **our legal claims handler** or in any event above the limits of cover set out in this Section A3;
 - c. for **legal claims** directly or indirectly, caused by, contributed to or arising from
 - i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**;
 - ii. a **road traffic accident** occurring during a race, rally or competition;
 - d. incurred following a payment into court or offer to settle by a third party unless **we** or **our legal claims handler** has authorised **you** and/ or **your** passengers in writing to continue with the **legal claim** after the payment into court or offer to settle or **you** and/ or **your** passengers are ultimately awarded or settle for more than the amount of the payment in offer to settle;

- e. incurred if **you** and/ or **your** passengers withdraw instructions from the **legal representative** or from the **legal proceedings** without **our legal claims handler's** prior consent, unless **our legal claims handler's** consent is withheld without good reason. This is not intended to restrict **your** and/ or **your** passengers' right to choose a **legal representative** in the event of a conflict of interest, or where it becomes necessary to issue court proceedings;
- f. for any expert witness unless previously agreed by **our legal claims handler**;
- g. where **you** and/ or **your** passengers are responsible for any delay which is prejudicial to the **legal claim** or where **you** and/ or **your** passengers fail to give proper instructions in due time to **our legal claims handler** or the **legal representative**;
- h. where **you** and/ or **your** passengers have pursued a **legal claim** without **our legal claims handler's** consent or in a different manner from that advised by the **legal representative**; or
- i. for **you** and/ or **your** passengers to obtain a second opinion if **you** and/ or **your** passengers do not agree with the decision of the **legal claims handler** or **us** that **your** and/ or **your** passengers' **legal claim** is not covered under this Section A3.

Motoring legal helpline

We will provide the following helpline services which are open 24 hours a day, seven days a week all year round. **You** can contact us on 0330 159 0275.

You have access to a telephone legal helpline which will provide **you** with initial legal advice in relation to the use of a vehicle within the **territory**. Where possible we will advise what **your** legal rights are, which options are available to **you** and how best to implement them and/ or whether **you** need to consult with a lawyer.

We are unable to provide any legal advice in relation to any business or commercial matter, immigration, judicial review or any additional legal advice where, in **our** opinion, we have given **you** the options available to **you**.

Conditions applying to this Sections A3, K and L15

In addition to the General conditions:

1. **You** and/ or **your** passengers must report a **legal claim** to **us** as soon as possible and in any event no later than 180 days after the date **you** and/ or **your** passengers knew or should have known about the **legal claim**;
2. During the course of any **legal claim** **you** and/ or **your** passengers must take all available steps to recover the **legal costs** in the **legal proceedings**;

3. During the course of the **legal claim** we and our **legal claims handler** will have the right of direct access to the **legal representative**;
4. We or our **legal claims handler** will appoint any **legal representative** from our panel. However, in the event that the **legal claim** is not settled by negotiation and it becomes necessary to start court proceedings or if there is a conflict of interest, you and/or your passengers do not have to continue to instruct the **legal representative** nominated by us or our **legal claims handler** and you and/or your passengers may propose another **legal representative** by sending to our **legal claims handler** the name and address of the suitably qualified **legal representative** you and/or your passengers propose. If our **legal claims handler** does not agree with your and/or your passengers' choice of **legal representative** you and/or your passengers may propose another who must meet the conditions set out in the definition of **legal representative**. If our **legal claims handler** is still unable to agree with you and/or your passengers on a suitable **legal representative**, it will ask the Law Society, or another body of similar standing, to name a further **legal representative**. You and/or your passengers and our **legal claims handler** must accept this nomination. In the meantime, our **legal claims handler** may appoint a **legal representative** to act on your and/or your passengers' behalf to safeguard your and/or your passengers' interests;
5. You and/or your passengers must not incur or enter into an agreement to incur any costs, including those incurred with the **legal representative**, without our **legal claims handler's** prior acceptance. In order to use this benefit, the **legal representative** must act for you and/or your passengers in accordance with our **legal claims handler's** standard terms of appointment which are available upon request;
6. You and/or your passengers must co-operate at all times in the completion of any necessary documentation and/or provision of information requested either by our **legal claims handler** or by the **legal representative**. You and/or your passengers must also not do anything which may prejudice your and/or your passengers' **legal claim** or our **legal claims handler's** position in respect of the **legal claim**;
7. Disputes with us, our **legal claims handlers** or any **legal representatives** under Sections A3, K and L15 will not be covered except as provided for under our complaints procedure. Any such disputes in respect of any **legal claim** under Sections A3, K and L15 may be referred to arbitration, which will be decided by counsel, or an appropriate body, chosen jointly by our **legal claims handler** and you and/or your passengers;
8. You and/or your passengers shall take all reasonable steps to:
 - a. prevent any occurrence which may give rise to a **legal claim**; and
 - b. mitigate the losses that arise from an incident leading to a **legal claim** and throughout the duration of such **legal claim**;
9. You and/or your passengers shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by our **legal claims handler**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority;
10. We or our **legal claims handler** may take over and conduct the **legal claim** and may, subject to you and/or your passengers' interests, settle the **legal claim** in your and/or your passenger's name. In addition, we or our **legal claims handler** may decide not to commence or to terminate **legal proceedings** at any time and pay you and/or your passengers up to or equal to the amount you and/or your passengers are claiming for or the amount being claimed against you and/or your passengers; and
11. Every written notice or communication shall be sent to you and/or your passengers at the last address known to us or our **legal claims handler**.

SECTION B: Recovery

Please refer to your **policy schedule** which sets out whether the **membership** includes cover as set out in this Section B. The number of **claims** which you can make during the **membership year** is shown on your **policy schedule**.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **membership period** more than ¼ of a mile from your **home** as measured by us, and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** (and not being able to repair the **vehicle** locally within a reasonable time), we decide to recover the **vehicle** in accordance with the cover under Section A1 we will transport the **vehicle** (and any **caravan** or **trailer** attached to it) and the **driver** and up to seven passengers of the **broken down vehicle** to a destination within the **territory** chosen by you. If more than five people require transportation, we may need to provide transport in separate vehicles.

Where your **home** is in Northern Ireland, under this Section B, any **breakdown** cover will include the Republic of Ireland and **members** (under **personal based memberships**) and **drivers** (under **vehicle based memberships**) shall be entitled to be recovered from the Republic of Ireland to your **home** in Northern Ireland or to a single destination of your choice where the distance is less than to your **home**.

We may also provide at our discretion a recovery service if you become ill during a journey in the territory and you cannot continue the journey as you have no one in your party who can drive the vehicle. We may ask you to provide written confirmation from the treating hospital or medical expert that you are unfit to drive and can prove you are the only viable driver in your party.

What is not covered

1. Recovery that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Recovery cannot be requested later after the RAC patrol or the RAC contractor has left the vehicle;
2. Recovery to more than one destination including a second recovery where the original recovery destination could not accept the vehicle due to their opening hours or other restrictions;
3. Where we can demonstrate that the recovery service as set out in this Section B, is being used by the member or driver to avoid the cost of repairing the vehicle;
4. Any recovery required as a result of a breakdown resulting from a fault where we have previously provided breakdown cover for that fault and either:
 - a. we consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than us; or
 - b. we advised any member or driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs;
5. Where a recovery is required due to a breakdown as a result of a problem with the tyre of the vehicle, caravan or trailer, we will not provide recovery over 10 miles where no serviceable spare tyre is carried by you or no suitable alternative (as recommended by the manufacturer) is available; or
6. Any vehicle that is already at a garage or other place of repair.

SECTION C: At Home

Please refer to your policy schedule which sets out whether your membership includes cover for At Home as set out in this Section C. The number of claims which you can make during the membership year is shown on your policy schedule.

What is covered

If a vehicle or the caravan or trailer attached to it has broken down in the territory during the membership period within a ¼ of a mile of your home as measured by us, we will provide an RAC patrol or an RAC contractor to either:

1. Repair the vehicle, caravan or trailer (as applicable) at the roadside or the home; or

2. If we are unable to permanently repair the vehicle, caravan or trailer (as applicable) at the roadside or at your home, we will decide, based upon our technical expertise in breakdown situations, either to provide a temporary repair to the vehicle, caravan or trailer (as applicable) at the roadside or transport the broken down vehicle (and any caravan or trailer attached to it) to a destination chosen by you within 10 miles of the breakdown as measured by us. We will only transport the caravan or trailer if the vehicle has broken down.

What is not covered

1. Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested later after the RAC patrol or the RAC contractor has left the vehicle;
2. The cost of any parts (including batteries) required by us to repair the vehicle are not covered under this Section C. If the RAC patrol or RAC contractor has the required parts you can purchase the relevant parts from us for an additional charge. The part must be paid for in full at the time of the breakdown and before the repair commences. We will not fit any parts (including batteries) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call outs under the membership;
3. Any breakdown resulting from a fault where we have previously provided breakdown cover for that fault and either:
 - a. we consider acting reasonably, that the original fault, including faulty battery, has not been properly repaired or replaced, by a party other than us; or
 - b. we advised any member or driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these further repairs.
4. Any breakdown over the call out limit as shown on your policy schedule.

SECTION D: Onward Travel

Please refer to your policy schedule which sets out whether the membership includes cover for Onward Travel as set out in this Section D. The number of claims you can make during the membership year is shown on your policy schedule.

What is covered

Onward Travel applies if a **vehicle** has **broken down** in the **territory** during the **membership period** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, **we** are unable to repair the **vehicle** in accordance with the cover under Section A1 or C. **We** will provide **you** with one of the following benefits to assist **you** on your onward journey:

1. Replacement car hire; or
2. Alternative transport costs; or
3. Hotel accommodation.

What is not covered

Any assistance as a result of a **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:

1. **We** consider, acting reasonably, that the original fault has not been properly repaired by a party other than **us**; or
2. **We** advised any **member** or **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs.

Replacement car hire

What is covered

We will either (subject to availability):

1. Arrange and pay for:
 - a. the hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** (up to a maximum of three consecutive days or until the **vehicle** has been repaired, whichever is sooner). Any replacement car will be limited to a small hatchback. **We** will ensure the hire car has an automatic gearbox, if required by **you**; and
 - b. insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If **you** do not comply with the terms and conditions of the hire company used by **us** and **we** agree for **you** to arrange a replacement hire car with another hire car supplier, **we** will reimburse **you** up to £35 per day (up to a maximum of three consecutive days or until the **vehicle** has been repaired, whichever is sooner) for the cost of the replacement car hire arranged by **you**.

What is not covered

1. Any replacement car hire arranged by **us** where **you** do not comply with the usual terms and conditions of the hire company including but not limited to age and licence restrictions. For example, requiring the **driver** to hold and present

a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions;

2. Any replacement car hire arranged by **you** that has not been agreed with **us** prior to **you** making the arrangements or any request that is not made on the same day as the **breakdown** occurred;
3. **We** will not cover the cost of:
 - a. delivery and collection of the hire car vehicle including any fuel used during delivery and collection;
 - b. any fuel while the hire car is with a **driver** or **member**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions; or
 - c. any insurance excess payable under any insurance for the replacement car; or
4. **We** will not supply:
 - a. any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. replacement cars with a tow bar; or
 - c. specially adapted vehicles.

Alternative transport

What is covered

We will arrange rail, air or other public transport for **you** and up to seven passengers of the **broken down vehicle** to reach the intended end of the journey within the **territory** and reimburse **you** for the costs of such transport up to £150 per person or £500 for all persons, whichever is less. **You** will have to pay for any additional transport costs.

Hotel accommodation

What is covered

We will arrange one night's bed and breakfast accommodation for **you** and up to seven passengers of the **broken down vehicle** in a hotel of our choice and reimburse **you** for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs.

Assistance in a medical emergency

What is covered

If, during a journey in the **territory**, **you** or a passenger of a **vehicle** becomes ill and is taken to a doctor's surgery or hospital without the journey being completed, **we** will:

1. Arrange for one night's bed and breakfast accommodation for **you** and up to seven

passengers of the **vehicle** whose homes are more than 20 miles from the hospital in a hotel of **our** choice and reimburse **you** for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs; and

2. Arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

What is not covered

Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies.

SECTION E: Key Replace

Please refer to **your policy schedule** which sets out whether the **membership** includes cover for Key Replace as set out in this Section E.

What is covered

If during the **membership period** and in the **territory** or **Europe**, an **insured key** is lost, stolen, broken (where the breakage has been caused by a sudden, unforeseen and unexpected event), or locked inside the **member's home** or **vehicle** we will pay up to £1,000 during a **membership year**, in respect of:

1. Locksmith's charges;
2. New locks (if a security risk has arisen);
3. Up to 3 replacement keys per lock (including any immobiliser, infra-red handset and/or alarm which is integral to any **insured key** if it cannot be re-programmed). The number of replacement keys provided will directly correspond to the number of keys that have been lost, broken or stolen;
4. Replacement car hire to a maximum of £35 per day (up to a maximum of three consecutive days or until the **key replace event** has been resolved, whichever is sooner), or alternative onward transport costs to a maximum of £80 for all persons travelling in the **vehicle**;
5. The re-programming of immobilisers, infra-red handsets and alarms which are attached to the **fob** but are not integral to an **insured key**.

We will also provide an emergency helpline 24 hours a day, 365 days a year on 0330 159 0952 if **members** need assistance.

What is not covered

We will not cover:

1. Keys lost, stolen or broken when such keys are not attached to the **fob**, unless the **member** has already notified the **key replace administrator** that the **fob** has been lost or damaged and the **member** is awaiting a replacement, in which

event the **key replace administrator** will consider a **claim** in respect of any key which they are satisfied would otherwise have been attached to the **fob**;

2. Stolen keys that were not reported to the police within 72 hours;
3. Any amount which exceeds £1,000 in total in any one **membership year** including call out charges for **insured keys** locked inside the **home** or **vehicle**;
4. Any **claim** where the **member** does not produce receipts or invoices for payments the **member** has made within 120 days of the **key replace event**;
5. Replacement of an **insured key** within the first 3 days of the date of the loss, unless the **key replace administrator** is satisfied that a delay would cause undue hardship or significant expense;
6. **Insured keys** lost or broken by, or stolen from someone other than the **lead member** or **members** residing at the same address as the **lead member**;
7. Costs other than replacement keys where a **claim** for **insured keys** is made if there are duplicate keys available to the **member** immediately or reasonably quickly;
8. Any **key replace event** not reported to the **key replace administrator** within 30 days of the loss, breakage or theft;
9. Locks and keys which are damaged prior to the loss or theft of **insured keys**;
10. Replacement locks or keys of a higher standard or specification than those replaced;
11. Car hire: any specific type or model. The **member** may however be able to arrange additional or upgraded hire car vehicles for an additional cost;
12. Any replacement car hire arranged by **us** where the **member** cannot comply with the usual terms and conditions of the hire company. For example, requiring the driver to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions. Hire cars will be delivered during normal business hours Monday to Friday, from 09:00 to Noon on Saturday and no deliveries are made on Sundays;
13. Any replacement car hire arranged by the **member** that has not been agreed with **us** prior to the **member** making the arrangements;
14. Delivery and collection of the hire car. This will include any fuel used during delivery and collection;
15. Any fuel used while the hire car is with a driver or **member**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions;

16. Charges or costs incurred where:
 - a. the **key replace administrator** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and the **member** fails to attend; or
 - b. the **member** makes alternative arrangements with a third party once the **key replace administrator** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location;
17. Loss of any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the **foab**;
18. Any loss of earnings or profits which the **member** or any other person suffers as a result of the loss or theft of an **insured key**;
19. **Claims**:
 - a. arising from any deliberate or criminal act or omission by the **member** or any immediate member of the **member's** family residing at the same address;
 - b. arising as a result of the **member's** failure to take all reasonable steps to safeguard an **insured key** (such as the loss or theft of **insured keys** where left unattended and in an unsecured location); or
 - c. relating to reduction of market value to any property resulting from the loss or theft of the **insured keys**; or
20. Any **claim** occurring prior to or within the first 14 days of the **lead member** joining or upgrading the **membership** to include this Section E; however this 14 day exclusion period will not apply upon renewal of a **membership** that includes this Section.

Conditions relating to this Section E

In addition to the General conditions, the following conditions will apply to Key Replace cover under this Section E:

1. The **member** must notify the **key replace administrator** as soon as reasonably possible of any **key replace event** which may give rise to a **claim** and in any event within 30 days of the **key replace event**;
2. The **member** must complete any forms requested by the **key replace administrator** and promptly supply such information relating to the **member's claim** as the **key replace administrator** or their agents require. Where a **vehicle** key is lost in all instances **we** shall request sight of the V5 document to help determine ownership of the **vehicle** prior to providing services. **You** are responsible for the cost of preparing any **claim** under this Section E;

3. The **member** must take all reasonable precautions to minimise the cost of any **claim**; and
4. All **foabs** remain our property at all times.

SECTION F: Courtesy Car

Please refer to **your policy schedule** which sets out whether the **membership** includes cover for Courtesy Car as set out in this Section F. The number of **claims** you can make during the **membership year** is shown on **your policy schedule**.

What is covered

If a **vehicle** has **broken down** in the territory during the **membership period** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** we are unable to repair the **vehicle** in accordance with the cover under Section A1 or C, once **we** have decided that **we** cannot get the **vehicle** repaired **we** will either:

1. Arrange and pay for:
 - a. the hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** (up to a maximum of three consecutive days or until the **vehicle** has been repaired, whichever is sooner). Any replacement car will be limited to a small hatchback. **We** will ensure the hire car has an automatic gearbox, if required by **you**; and
 - b. insurance for the replacement car including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If the applicable **member** or **driver** cannot comply with the terms and conditions of the hire car company used by **us** including but not limited to age and licence restrictions, and **you** agree with **us** to arrange a replacement hire car with another hire car supplier, reimburse **you** up to £35 per day for the cost of the replacement car hire arranged by **you** (up to a maximum of three consecutive days or until the **vehicle** has been repaired, whichever is sooner).

What is not covered

1. Any assistance as a result of a **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than **us**; or
 - b. **we** advised any **member** or **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs;

2. Any replacement car hire arranged by **us** where **you** cannot comply with the usual terms and conditions of the hire company. For example, requiring the **driver** to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions;
3. Any replacement car hire arranged by **you** that has not been agreed with **us** prior to **you** making the arrangements or any request that is not made on the same day as the **breakdown** occurred;
4. **We** will not cover the cost of:
 - a. delivery and collection of the hire car vehicle including any fuel used during delivery and collection;
 - b. any fuel while the hire car is with a **driver** or **member**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions; or
 - c. any insurance excess payable under any insurance for the replacement car;
5. **We** will not supply:
 - a. any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - b. replacement cars with a tow bar; or
 - c. specially adapted vehicles.

SECTION G: Mis-Fuel Rescue

Please refer to **your policy schedule** which sets out whether the **membership** includes cover for Mis-Fuel Rescue as set out in this Section G.

What is covered

If a diesel **vehicle** shown on **your policy schedule** as being covered for Mis-Fuel Rescue has **broken down** in the **territory** during the **membership period** due to a mis-fuel, following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, **we** will:

1. Empty, flush, clean out and/or unblock the **vehicle's** fuel tank, fuel lines, filters, lift pump, accumulator, regulator and fuel return system;
2. Clean, repair or replace the **vehicle's** injector pump and/or injectors;
3. Fill the **vehicle** with up to 10 litres of fuel to get the **vehicle** mobile and allow **you** to drive to the nearest fuel station; and
4. Arrange the safe disposal of contaminated fuel.

If **we** are unable to repair the **vehicle** due to mechanical damage caused by the mis-fuelling, **we** will transport the **vehicle**, **you** and up to seven passengers to our nearest **approved garage network** in the **territory** for repair.

If more than five people require transportation **we** may need to provide transport in separate vehicles.

Your cover under this Section G is limited in respect of each eligible **vehicle** during a **membership year** to £2,500 or the **market value** of the eligible **vehicle**, whichever is lower.

What is not covered

We will not cover any costs in respect of:

1. Any damage due to:
 - a. **wear and tear**;
 - b. pre-existing defects;
 - c. any **breakdown** or damage not caused by **you** mis-fuelling; or
 - d. repairs, replacements or alterations not authorised by **us**;
2. The cost of refuelling the **vehicle** with any more than 10 litres of fuel; or
3. Any **vehicle** that is not a diesel fuelled **vehicle**.

SECTION H: Battery Replace

Please refer to **your policy schedule** which sets out whether this **membership** includes cover for Battery Replace as set out in this Section H.

What is covered

If a **vehicle** shown on **your policy schedule** as being covered for Battery Replace has **broken down** in the **territory** during the **membership period** due to starter battery failure and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** under Section A1 or C **we** diagnose the battery is no longer serviceable, **we** will arrange and pay for a replacement battery to be fitted at the roadside by **us** to allow **you** to continue **your** journey.

We will safely dispose of the unserviceable battery.

Cover under this Section H is limited to a maximum, in respect of each eligible **vehicle** during a **membership year**, of £600.

What is not covered

We will not cover any costs in respect of:

1. Any **breakdown** occurring within the first 14 days of the **lead member** joining or upgrading the **membership** to include this Section H or changing the **vehicle** during the **membership period** where the **claim** is in respect of the new **vehicle**; however this 14 day exclusion period will not apply upon renewal of this **membership** that includes this Section of cover;
2. Any battery which requires a manufacturer's dealer to fit it;
3. Any **breakdown** within ¼ of a mile, as measured by **us**, from **your home**, unless **your membership** includes At Home cover under Section C;
4. A **vehicle** classed as an electric and/or hybrid vehicle;

5. Any **breakdown** of a **modified vehicle**;
6. Any replacement battery required for the **vehicle** where the incorrect battery was fitted or the correct battery was fitted incorrectly;
7. A battery that has failed due to misuse and/or abuse;
8. A **vehicle** already at a garage or other place of repair; or
9. Repairs, replacements or alterations not authorised by **us**.

SECTION I: Tyre Replace

Please refer to **your policy schedule** which sets out whether this **membership** includes cover for Tyre Replace as set out in this Section I.

What is covered

If a **vehicle** shown on **your policy schedule** as being covered for Tyre Replace has **broken down** in the **territory** during the **membership period** due to accidental damage, malicious damage or a puncture to one or more of its tyres, following an **RAC patrol** or an **RAC contractor** attending the **breakdown** under Section A1 or C, **we** will arrange and pay for an **RAC patrol** or an **RAC contractor** to repair the tyre or fit a replacement tyre, together with replacement valve and wheel balancing, at the roadside to allow **you** to continue **your** journey.

If the **RAC patrol** or an **RAC contractor** is unable to repair or replace the tyre on the **vehicle** at the roadside, **we** will decide, based upon **our** technical expertise in **breakdown** situations, either:

1. to transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) and **you** and up to seven passengers of the **broken down vehicle** to **our** nearest **approved tyre network** for repair or replacement of the tyre; or
2. to fit a temporary tyre to allow the **vehicle** to be driven safely to **our** nearest **approved tyre network** for repair or replacement of the tyre.

If **your vehicle** has **broken down** due to malicious damage to one of more of the **vehicle's** tyres, **you** must first report the incident to the police and **you** must obtain a crime reference number before **we** will provide cover under Tyre Replace. **We** will require this number to validate **your claim**.

We will safely dispose of the replaced tyre.

Your cover under this Section I is limited to the maximum amount per **claim** and the number of **claims** **you** can make during the **membership year** as shown on **your policy schedule**.

What is not covered

We will not cover any costs in respect of:

1. Any **breakdown** occurring within the first 14 days of the **lead member** joining or upgrading the **membership** to include this Section I or changing

the **vehicle** during the **membership period** where the **claim** is in respect of the new **vehicle**; however this 14 day exclusion period will not apply upon renewal of a **membership** that includes this Section;

2. Any **breakdown** within $\frac{1}{4}$ of a mile, as measured by **us**, from **your home** unless the **membership** includes At Home cover under Section C;
3. Any repair or replacement of any tyre which:
 - a. requires repair or replacement as a result of incorrect tyre pressure, wheel alignment, balance, defective steering or suspension;
 - b. is required due to faulty manufacture or design;
 - c. is recoverable under any other insurance or warranty;
 - d. is below the legal limit for depth of the tyre tread as per the **road traffic acts** when the incident occurs;
 - e. has failed due to misuse or abuse;
 - f. was not advised to **us** during **your** first call to **us** notifying **us** of the **breakdown**;
 - g. due to **wear and tear** or pre-existing damage;
 - h. was not as a result of a single incident
4. Any tyre that does not carry an "E" mark;
5. A **vehicle** already at a garage or other place of repair;
6. Repairs, replacements or alterations not authorised by **us**; or
7. The **vehicle** cannot be one of the following:
 - a. a motor caravan, kit car, motorcycle, quad, trike or trailer, an import (unless built for the UK market);
 - b. a **modified vehicle**.

SECTION J: Garage Parts and Labour

Please refer to **your policy schedule** which sets out whether this **membership** includes cover for Garage Parts and Labour as set out in this Section J.

What is covered

If a **vehicle** shown on **your policy schedule** as being covered for Garage Parts and Labour has **broken down** in the **territory** during the **membership period**, following an **RAC patrol** or an **RAC contractor** attending the **breakdown** under Section A1 or C, **we** will:

1. cover the cost (including VAT) for **covered parts** required to repair the **vehicle** at the roadside under Section A1;
2. if **we** are unable to repair the **vehicle** at the roadside under Section A1 or C, transport the **vehicle**, **you** and up to 7 passengers to **our** nearest **approved garage network** in the **territory**;

- if the **vehicle** has **broken down** due to a faulty **covered part**, cover the cost of up to one hour of time spent by **our approved garage network** in diagnosing the fault with the **vehicle** and the faulty **covered part**; and
- if **we** carry out temporary repairs at the roadside under Section A1 or C or recover **you** to **our approved garage network** (as set out above), cover the cost (including VAT) for **covered parts** and labour required to permanently repair the **vehicle** at **our approved garage network**.

Where **we** complete a temporary repair under Section A1 or C, **you** will need to take the **vehicle** to **our approved garage network** within 7 days of an **RAC patrol** or an **RAC contractor** attending the **breakdown** in order to make a **claim** under this Section J.

Your cover under this Section J is limited to the maximum amount of £750 per **claim** or the **market value** of the eligible **vehicle** (whichever is lower) and the number of **claims** **you** can make during the **membership year** as shown on **your policy schedule**.

Covered parts

Covered	Not Covered
Engine	Exhaust Gas Recirculation (EGR) Valves, burnt valves and decokes
Engine cooling system	Pipes and hoses
Fuel System	Diesel Particulate Filter (DPF)
Turbo/supercharger	All parts covered
Clutch	Dual Mass Flywheel (DMF)
Gearbox	All parts covered
Differential & drive system (front/rear) and shafts	Split rubber gaiters
Steering	Steering and ignition locks
Suspension	Perished bushes
Brakes	Brake discs, pads, drums and shoes
Electronic control units	ECU re-flashes and updates
Electrics	Sun roof and folding roof motors, electric window motors, door locks and keys, lamps, bulbs and connectors, parking sensors, starter batteries, wiring looms, fuses and in-car entertainment
	All body parts, glass, paint, upholstery, trim and tyres

What is not covered

- Any costs in respect of any **breakdown** occurring within the first 14 days of the **lead member** joining or upgrading the **membership** to include this Section J or changing the **vehicle** during the **membership period** where the **claim** is in respect of the new **vehicle**; however this 14 day exclusion period will not apply upon renewal of this **membership** that includes this Section of cover;
- Damage caused by **wear and tear**;
- Any **breakdown** within ¼ of a mile, as measured by **us**, from **your home** unless **your membership** includes **our At Home** cover under Section C;
- A **vehicle** already at a garage or other place of repair;
- Any costs of more than one hour being spent in diagnosing the fault with the **vehicle** and the faulty **covered part**. **We** will notify **you** if **we** consider it likely that the diagnosis will take more than one hour;
- Any costs relating to
 - a diagnosis if the diagnosis shows the **breakdown** is caused by a part that is not a **covered part**. **We** will notify **you** as soon as **we** are aware that the part is not covered under this Section J to limit any costs that may be incurred;
 - a part or component that is not a **covered part**;
- You** can only **claim** in respect of any **covered part** covered under this Section J once per **vehicle** during any **membership year**. This means **you** will not be covered under this Section J if a **vehicle** breaks down and requires a **covered part** to be replaced that has been replaced by **us** in that **vehicle** in the **membership year** (if this is the case, **you** may be able to **claim** under the **covered part's** warranty);
- The **vehicle** cannot be one of the following:
 - a motor caravan, kit car, motorcycle, quad, trike or **trailer**, an import (unless built for the UK market);
 - a **modified vehicle**;
- Any costs due to:
 - design or manufacture faults where a contribution towards repairs or parts is, in full or in part, provided by the manufacturer;
 - failure of any parts due to the parts being incorrectly fitted parts; or
 - repairs or parts being required as a result of faults or damage caused by:
 - frost, freezing, corrosion, erosion, water, **you** or any third party (other than an **RAC patrol** or an **RAC contractor**) attempting to repair or start the **vehicle**;

10. Any costs required where the **breakdown** results from:
 - a. damage through insufficient or incorrect lubrication (including water, oil, brake fluid and grease);
 - b. parts that have seized and have not suffered a mechanical failure;
 - c. carbonisation of parts;
 - d. damage caused by overheating;
 - e. accidental damage or damage caused by foreign objects;
 - f. incorrect or contaminated fuel; or
 - g. routine adjustments, phasing and calibration, internal blockage of fuel systems by contamination and failure to meet current emission legislation;
11. Defects reported to **us**, or identified by the **approved garage network** that are not connected to the initial cause of **breakdown** covered under Section A1 or C;
12. Any costs if **we** conclude, acting reasonably, that the damage has been caused by **you** failing to take reasonable steps to prevent the damage (for example the **vehicle** being driven with a defective part); or
13. Costs recoverable under any warranty (including the manufacturer's warranty) or cover of insurance.

Important

The cost of replacing consumables (i.e. any items that are depleted or worn out by use such as oils, filters, bulbs and antifreeze) is only included when they are replaced as part of the replacement of a **covered part** covered under this Section J and their replacement is authorised by **us** in advance.

Conditions applying to this Section J

In addition to the General conditions, the following conditions will apply to this Section J:

1. Prior to the purchase of this Section J or prior to changing or adding a **vehicle**, each **vehicle** must be serviced by a VAT registered garage either in line with the manufacturer's guidelines or within the last 12 months;
2. Once **you** have purchased this Section J, **you** must continue to service **your vehicle** in line with the manufacturer's guidelines or on an annual basis using a VAT registered garage. Failure to do so may invalidate **your** cover under this Section J; and
3. In the event of a **claim**, **you** will be asked to provide evidence of **your** servicing history in the form of invoices issued from a VAT registered garage.

SECTION K: Legal Care Plus

SECTION K1: Uninsured loss recovery, travel costs and legal defence

Uninsured loss recovery

What is covered

We will cover the **legal costs** incurred by **you** and/ or **your** passengers in relation to **legal proceedings** in respect of a **legal claim** for **uninsured losses** sustained following an **accident** or a **road traffic accident** for which **you** and/or **your** passengers were not at fault and which another party was at fault, in the **territory** or **Europe** during the **membership period**, as set out below.

Our legal claims handler will negotiate to recover **your** and **your** passengers' **uninsured losses** in relation to a **legal claim** which, in **our legal claims handler's** opinion, has a 51% or greater chance of success.

If **our legal claims handler** appoints a **legal representative** in relation to such **legal proceedings**, **we** will cover the costs of the **legal representative** up to:

1. £100,000 per **legal claim** for **uninsured losses** sustained by **you** or **your** passengers in **Europe**; and
2. £50,000 per **legal claim** for **uninsured losses** sustained by **you** or **your** passengers in the **territory**, in addition to the £50,000 cover per **legal claim** provided under Section A3.

Travel costs

What is covered

We will cover **you** and/or **your** passengers for the reasonable costs of travelling abroad for any necessary medical examination or court appearance relating to **legal proceedings**, up to a maximum of £1,000 per accepted **legal claim** for legal defence, **accident** or **road traffic accident**, where the motoring prosecution, **accident** or **road traffic accident** occurred in **Europe**.

Legal defence

What is covered

We will cover **you** for **legal costs** incurred by **you**, following receipt of a summons or citation, in **legal proceedings** to defend a criminal prosecution brought against **you** in a court of summary jurisdiction, equivalent to a magistrate's court in England and Wales, in respect of an event involving **your vehicle** that occurred in the **territory** or **Europe** during the **membership period**, up to a maximum of £25,000 per **legal claim**.

SECTION K2: Motor vehicle consumer disputes and personal legal helpline

Motor vehicle consumer disputes

What is covered

We will cover a **member** (but not any **driver**) for **legal costs** incurred by that **member** in **legal proceedings** to pursue a **legal claim** for damages for breach of an agreement entered into by that **member** in the **territory** during the **membership period**:

- a) for the purchase, sale or hire of a motor vehicle; or
- b) in connection with the service or repair of a motor vehicle;

up to a maximum of £5,000 per **legal claim**.

Personal legal helpline

We will provide the following helpline services which are open 24 hours a day, seven days a week all year round. **You** can contact us on 0330 159 0275.

You have access to a telephone legal helpline which will provide **you** with initial legal advice on any personal legal matter within the **territory**. Where possible we will advise what **your** legal rights are, which options are available to **you** and how best to implement them and/or whether **you** need to consult with a lawyer.

We are unable to provide:

1. Any legal advice in relation to:
 - a. any business or commercial matter, other than for Landlords with less than three residential properties;
 - b. immigration; or
 - c. judicial review.
2. Any additional legal advice where, in **our** opinion, we have already given **you** the options available to **you**.

What is not covered under Section K

1. We will not cover the **policy excess**;
2. We will not cover any **legal claim** which is covered under an RAC Travel Insurance policy;
3. We will not provide cover for appeals;
4. We will not cover **legal costs**:
 - a. incurred before **our legal claims handler** has confirmed acceptance of the **legal claim** in writing;
 - b. exceeding any amount approved by **us** or **our legal claims handler** or in any event above the limits of cover set out in this Section K;
 - c. incurred in **legal proceedings** which are not in a court of summary jurisdiction (equivalent to a magistrate's court in England and Wales);

- d. incurred in respect of **legal proceedings** if in **our legal claims handler's** expert opinion, there is not a 51% or greater chance of success or acquittal. Cover may be refused or discontinued if such prospects do not, or no longer, exist;
- e. incurred in respect of **legal proceedings** arising from alcohol, drugs or parking related offences;
- f. under the Motor vehicle consumer disputes Section incurred in connection with an arbitration or where the amount in dispute is less than £250;
- g. for **legal claims** directly or indirectly, caused by, contributed to or arising from:
 - i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle** apart from any **legal claim** under the Motor vehicle consumer disputes Section; or
 - ii. a **road traffic accident** occurring during a race, rally or competition;
- h. incurred following a payment into court or offer to settle by a third party unless **we** or **our legal claims handler** has authorised **you** and/or **your** passengers in writing to continue with the **legal claim** after the payment into court or offer to settle or **you** and/or **your** passengers are ultimately awarded or settle for more than the amount of the payment in offer to settle;
- i. incurred if **you** and/or **your** passengers withdraw instructions from the **legal representative** or from the **legal proceedings** without **our legal claims handler's** prior consent, unless **our legal claims handler's** consent is withheld without good reason. This is not intended to restrict **your** and/or **your** passengers' right to choose a **legal representative** in the event of a conflict of interest, or where it becomes necessary to issue court proceedings;
- j. for any expert witness unless previously agreed by **our legal claims handler**;
- k. where **you** and/or **your** passengers are responsible for any delay which is prejudicial to the **legal claim** or where **you** and/or **your** passengers fail to give proper instructions in due time to **our legal claims handler** or the **legal representative**;
- l. where **you** and/or **your** passengers have pursued a **legal claim** without **our legal claims handler's** consent or in a different manner from that advised by the **legal representative**;
- m. for **you** and/or **your** passengers to obtain a second opinion if **you** and/or **your** passengers do not agree with the decision of the **legal claims handler** or **us** that **your** and/or **your** passengers' **legal claim** is not covered under this Section K;

- n. for any event giving rise to a **claim** prior to or within the first 24 hours of the **lead member** joining or upgrading the **membership** to include this Section K; however this 24 hour exclusion period will not apply on renewal of a **membership** that includes this Section; or
5. Any **claim** under Section K1 already made under Section L15.

Conditions for Section K

In addition to the General conditions, please refer to Section A3 for further conditions that apply to Legal Care Plus (Section K).

SECTION L: European Rescue

Please refer to **your policy schedule** which sets out whether this **membership** includes cover for European Rescue as set out in this Section L. Please note this Section of cover is not available if this is a **continuous membership** (as set out on **your policy schedule**) or for **vehicles** that are motorhomes or minibuses aged 11 years and over.

Important information about European Rescue cover

Required items

To ensure **we** can provide the services contained within this Section of cover, please make sure that **you** have the following original documents with **you** when **you** are on a **journey**. If **you** do not have these documents **we** may not be able to provide assistance:

1. Credit card (required if **you** need to take advantage of any vehicle hire benefit, purchase any replacement parts or receive additional services from **us**);
2. Full UK Driving licence (photo card) and National Insurance number;
3. RAC membership card or **policy schedule**;
4. Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the **vehicle** on the **journey**.

Important hire car information

We cannot guarantee that **we** will be able to arrange a hire car equivalent to the **vehicle**. If **you** are travelling in an MPV or similar vehicle **we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in the **party**. Otherwise **we** will arrange alternative means of transport. Car hire arranged under this Section L will be subject to the normal conditions of the hiring company. **We** use reputable car hire companies with market standard terms and conditions which **you** must fully comply with. The **driver** must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). **You** must comply with the usual terms and conditions of the hire company and present **your** full UK driving licence, National Insurance number and any other information requested.

Your valid credit card details will also be required by the hire company and the card must be presented to the hire company as security for the hire and to cover extras such as top up of the fuel tank when returning the vehicle.

You will need to collect a replacement vehicle from the nearest available place of supply. If this is the case, **we** will provide transportation to the place of supply subject to these terms and conditions.

If **you** leave a hire car at a different location to the one arranged by **us**, **you** must pay the hire car company any additional charges which may be made and any additional cost relating to the rental.

Collision Damage Waiver (CDW). Please note that many car hire companies across **Europe** charge a damage excess which is not covered by the CDW. This means that if the car is damaged during the hire period **you** could be liable for the first portion of the cost, which is likely to be over £150, and have **your** credit card charged. In some cases the amount could be much higher and varies according to the hire company, category of hire car and location. The CDW covers the amount above the excess.

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

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorised caravans, motorcycles, convertibles or **vehicles** with tow bar, roof rack or automatic gearbox and cannot guarantee the hire of minibuses or vans.

While **we** use a range of reputable car hire companies, **we** cannot guarantee that a replacement vehicle will be immediately available or in time to connect with any pre-booked ferry, train or other transport. If this is the case, **we** will provide **you** with a replacement vehicle as soon as possible (if a replacement vehicle is still required).

Please note that continental hire cars must be returned to the nearest appropriate hire car agency before boarding **your** ferry. Passengers may be required to travel as foot passengers to the **territory** where **you** will collect any necessary onward transportation.

Caravans and trailers

We do our best to find solutions to motoring problems, but **we** regret that **we** cannot arrange a replacement **caravan** or **trailer**. It is also virtually impossible to hire vehicles with tow bars so **you** may need to leave the **caravan** or **trailer** with the **vehicle** while it is being repaired and it may become necessary to repatriate the **caravan** or **trailer** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the return date.

Important

Please note we will only attend a **breakdown** for a **caravan** or **trailer** if the **caravan** or **trailer** is attached to the towing vehicle at the point the **breakdown** occurred.

Motor insurance and vehicle warranty

Cover under this Section L does not replace motor vehicle insurance. We strongly recommend you tell your motor insurers before taking a vehicle abroad. If you do not, your motor insurance policy may only cover you for damage you might cause to other people or their property. This means that you will not be covered for damage to the vehicle (including damage caused by fire) or theft of the vehicle. 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 assistance but you are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to prevailing conditions in that country. For example strike action may delay or prevent our service under this Section L. If this is the case, we will not be liable for any losses that you may suffer as a result of the disruption or unavailability of our services. To obtain current information on conditions in the countries you are travelling to, please refer to the Foreign and Commonwealth office website at:

<https://www.gov.uk/government/organisations/foreign-commonwealth-office>

or email: TravelAdvicePublicEnquiries@fco.gov.uk

Limits of cover

Your cover under this Section L is subject to:

1. a maximum of three claims during each membership year;
2. a maximum of one claim per journey; and
3. other limits of cover for each claim as set out in the individual parts of this Section.

We will treat any related claims arising out of the same **breakdown** or **road traffic accident** as one claim for the purposes of calculating these cover limits.

This Section L provides cover for journeys during a membership year, but each journey is limited to a maximum of 90 days and each journey must fall within the membership period. We will not provide cover for a journey if the vehicle will return to the territory after the end of the membership period. If the end of any journey will be after the end of the membership period, the lead member will need to renew the membership before you commence your journey. If however the vehicle is due to return to the territory before the end of the membership period

but it is delayed due to a **road traffic accident** or **breakdown** that is covered under this Section we will provide cover for that journey.

The Sections of European Rescue

In the event that the vehicle or caravan or trailer attached to it has broken down or has been in a road traffic accident, the RAC patrol, RAC contractor or service provider that attends the breakdown or road traffic accident will carry out a preliminary fault diagnosis to confirm whether the vehicle, caravan or trailer can be repaired within 12 hours and, if not, whether:

1. it can be repaired by the date that you originally planned to return to the territory;
2. it requires repatriation to the territory; or
3. it is beyond commercial economical repair.

Your request for **breakdown** or **road traffic accident** assistance will act as authorisation for us to arrange the fault diagnosis and determine the best course of action based upon our technical expertise in these situations.

We will then discuss the preliminary fault diagnosis with you and determine which other benefits may be available to you under this section as a result of your claim. For example, if the repairs cannot be completed within 12 hours, we will discuss whether you would like us to arrange transport for you to continue your journey to your destination (under Section L3) or arrange accommodation while you wait for the repair to be completed (under Section L5). These alternatives will be discussed with you at the outset so that the best course of action can be agreed. We will have final say on the best course of action if this cannot be agreed.

If there is a change to the preliminary fault diagnosis at any time, we will discuss this with you and determine if the benefits provided under this Section should change as a result.

If the vehicle cannot be repaired by the date that you originally planned to return to the territory, and it is agreed to repatriate the vehicle and you and the party, all other cover under this Section will cease (with the exception of Section L15). This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the vehicle and you and the party.

We will pay the RAC patrol, RAC contractor or service provider's fees to carry out the preliminary fault diagnosis of the vehicle, caravan or trailer.

Important

Whilst we will assist with the arrangements and progress of any workshop repairs, if requested by you, these repairs are not covered under this policy. Any information regarding the cost of repairs provided by us is of an advisory nature only. The repairer will be working for you and we have no legal responsibility to you for their efficiency or quality of the repairs.

SECTION L1: Journey continuation in the territory

What is covered

If a **vehicle** has **broken down** in the **territory** during the **membership period** within 48 hours of your planned departure date of your **journey** from the **territory** and, following an **RAC patrol** or an **RAC contractor** attending the **breakdown** under Section A1, we are unable to repair the **vehicle** in accordance with the cover under Section A1, once we have decided that we cannot get the **vehicle** repaired locally within 24 hours, we will arrange and pay for the cost of a replacement car (including collision damage waiver) to enable you to continue your **journey**. We will pay up to £125 per day up to £750.

What is not covered

1. A **breakdown** during a **journey** where the **breakdown** occurs more than 48 hours prior to the planned **journey**;
2. Fuel and oil costs, personal insurance or any other extra costs;
3. The excess payable under any insurance for the replacement vehicle; or
4. A replacement car following a **road traffic accident** in the **territory**.

Important

See Important hire car information at the beginning of this Section L.

SECTION L2: Roadside assistance in Europe

What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **membership period**, we will arrange and pay for a **service provider** to either:

1. Repair the **vehicle**, **caravan** or **trailer** at the roadside; or
2. If they are unable to permanently repair the **vehicle**, **caravan** or **trailer** at the roadside, we together with the **service provider** will decide to either:
 - a. arrange for a temporary repair to the **vehicle**, **caravan** or **trailer** at the roadside; or
 - b. arrange transportation of the **vehicle**, **caravan** or **trailer** to a local repairer. Where the **vehicle** has been recovered to a local repairer following a **breakdown** and the local repairer is able to repair the **vehicle** on the same day as the **breakdown**, we will contribute up to £150 towards the local repairer's labour charges for repairing the **vehicle**, **caravan** or **trailer**.

What is not covered

1. Repair costs, including labour charges, if the **vehicle**, **caravan** or **trailer** was in a **road traffic accident**;
2. If the **vehicle**, **caravan** or **trailer** cannot be driven due to a **road traffic 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 repairs abroad or have the **vehicle**, **caravan** or **trailer** repatriated. We cannot repair the **vehicle**, **caravan** or **trailer**;
3. Repair costs if, in our reasonable opinion, the **vehicle**, **caravan** or **trailer** is **beyond commercial economical repair**;
4. 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 the **vehicle**, **caravan** or **trailer**, nor render it unsafe to drive;
5. The cost of any parts required to repair the **vehicle**, **caravan** or **trailer**;
6. Repair costs not directly necessary to enable the **vehicle**, **caravan** or **trailer** to continue the **journey**; or
7. If the **vehicle** suffers a **breakdown** as a result of mis-fuelling we will not repair the **vehicle** (including not draining or removing the fuel). We will only recover the **vehicle** to a local repairer. We may be able to repair the **vehicle** and/or arrange recovery of the **vehicle** to another location for an additional charge. Any further service under this Section L will not be provided.

Important

See Breakdown on a motorway in Europe for information on what you should do if you **break down** or have a **road traffic accident** on a motorway in **Europe**.

If the **vehicle** is being towed to a local repairer, we are unable to guarantee that the repair will be made immediately or outside opening hours.

We will assist you in arranging the repairs to the **vehicle**, **caravan** or **trailer**; however you will be responsible for paying for the repairs and ensuring they are carried out to your satisfaction.

SECTION L3: Journey continuation in Europe

Cover under this Section is not available if you benefit from additional accommodation expenses under Section L5.

What is covered

If the **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **membership period** and, following a **service provider**

attending in accordance with Section L2, the **vehicle** cannot be repaired in accordance with Section L2 within 12 hours of the **breakdown** or **road traffic accident**, we will arrange and pay up to £125 per day up to a maximum of £1,500 for **you** and the **party** to continue **your journey** by any one or a combination of:

1. A replacement hire car (including collision damage waiver);
2. Second/standard class rail or air travel; and/or
3. Local taxi fares authorised by **us** in advance.

Cover under this Section L3 will stop once the **vehicle** has been repaired to a roadworthy condition, if the **vehicle** is to be repatriated by **us** or **your** motor insurer, or if the **vehicle** is deemed by **us** to be beyond economic commercial repair. Once **you** are notified that this is the case, **you** must return the hire car to the place of collection of the hire car within 24 hours or **you** can choose to keep the 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.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The excess payable under any insurance for the replacement vehicle;
3. The cost of any replacement vehicle after 24 hours (or such other time agreed with **us**) of **you** being notified that the **vehicle** has been repaired or is to be repatriated or is **beyond commercial economical repair**;
4. First class rail and air fares;
5. The costs of meals or any other expenses; or
6. Any costs while **you** receive any benefits under Section L5.

Important

See page 30 for important information about hire cars arranged under this Section L.

SECTION L4: Replacement parts dispatch

What is covered

If a **vehicle** or a **caravan** or **trailer** attached to it has **broken down** in **Europe** during a **journey** during the **membership period** and, following a **service provider** attending the **breakdown** in accordance with Section L2, the **vehicle**, **caravan** or **trailer** requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, **we** will (subject to availability) arrange **your** purchase of such replacement parts and arrange and pay for:

1. The freight, handling and ancillary charges for dispatch of the replacement parts to the **vehicle** or an appropriate railway station or airport; and

2. If the parts are dispatched to a railway station or airport, the cost of one person to collect the parts from the railway station or airport if required.

What is not covered

The cost of the parts, which must be paid for when **you** telephone **us** to arrange for the parts to be dispatched. **You** will be asked for **your** credit card details and **we** will take payment from **you** before dispatch.

Important

We will arrange to dispatch parts as quickly as possible, but delays may occur at weekends and bank holidays so **we** cannot guarantee when these will arrive.

We will not be responsible for errors made by the manufacturers or suppliers of the parts.

We use a range of reputable suppliers to source replacement parts, however **we** cannot guarantee the availability of replacement parts, especially for older or specialist **vehicles**, for which parts may be impossible to locate.

SECTION L5: Additional accommodation expenses

Cover under this Section is not available if **you** benefit from Journey Continuation under Section L3.

What is covered

If a **vehicle** or the **caravan** or **trailer** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **membership period** and, following a **service provider** attending in accordance with Section L2 the **vehicle**, **caravan** or **trailer** cannot be repaired within 12 hours of the **breakdown** or **road traffic accident**, **we** will arrange and pay a contribution of £50 per day up to a maximum of £500 towards additional (not alternative) accommodation (room only) for **you** and the **party** in a hotel of **our** choice whilst **you** wait for the **vehicle**, **caravan** or **trailer** to be repaired.

We will also pay for local taxi fares authorised by **us** in advance between the place of repair and the accommodation.

What is not covered

1. Any accommodation costs that **you** or the **party** would have otherwise incurred on **your journey**;
2. Any accommodation costs if **you** have alternative accommodation available for use;
3. Any accommodation costs once **you** have been notified that the **vehicle**, **caravan** or **trailer** (as applicable) has been repaired, is to be repatriated or is **beyond commercial economical repair**;
4. The costs of meals or any other extra costs and expenses; or
5. Any costs while **you** receive any benefits under Section L3.

SECTION L6: Replacement driver

What is covered

If the only **driver** of the **vehicle** in the **party** is declared medically unfit to drive by a registered doctor during a **journey** in **Europe** during the **membership period**, we will arrange and provide a replacement driver to drive the **vehicle** and the **party** to the **journey** destination or **your home**. Written confirmation from the treating hospital or medical expert that **you** are unable to drive will be required.

What is not covered

1. A replacement driver if there is another qualified driver in the **party** who is fit and legally able to drive the **vehicle**;
2. A replacement driver where **you** know **you** have a medical condition that may prevent **you** from driving the **vehicle** before **you** commence the **journey** and **you** do not have an alternative driver within the **party**; or
3. Any expenses which **you** or the **party** would have had to pay if the driver had not been declared medically unfit to drive.

SECTION L7: Vehicle break in - emergency repairs

What is covered

In the event of damage to windows, windscreens or locks of a **vehicle** or the **caravan** or **trailer** attached to it caused solely by forcible entry or attempted forcible entry of the **vehicle**, **caravan** or **trailer** in **Europe** during a **journey** during the **membership period**, we will either provide cover for the cost of immediate emergency repairs to the damage to enable **you** to continue **your journey** or the cost of recovery of the **vehicle** to a local repairer for repairs to be carried out, up to a maximum of £180.

You will need to pay these costs yourself and **claim** them back from **us** by completing a claim form. **You** must report the matter to the police before contacting **us** and must obtain a written report from the police. **You** will need to provide a copy of the police report to **us** when **you** make **your claim** under this Section.

What is not covered

1. Any costs if **you** do not report the matter to the police before contacting **us** or do not obtain a police report;
2. The cost of any parts required to repair the **vehicle**, **caravan** or **trailer** (as applicable);
3. Repair costs not directly necessary to enable the **vehicle**, **caravan** or **trailer** (as applicable) to continue the **journey**; or
4. Costs over £180, inclusive of recovery costs.

Important

If there is a forcible entry or attempted forcible entry of the **vehicle**, **caravan** or **trailer** (as applicable), **you** can only **claim** under this Section. **You** will not receive any other benefits described in this Section L. Should **you** **break down** or be involved in a **road traffic accident** in the same **journey**, we will provide the relevant service in line with the relevant Section(s) of cover.

You should always contact **your** motor insurance company first before calling **us**.

SECTION L8: Vehicle, caravan and trailer repatriation

What is covered

If a **vehicle** or the **caravan** or **trailer** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **membership period** and, following a **service provider** attending in accordance with Section L2, the **vehicle**, **caravan** or **trailer** cannot be repaired by **your** planned return to the **territory**, we will arrange and pay for:

1. Storage of the **vehicle**, **caravan** or **trailer**, while awaiting repatriation by **us** in accordance with this Section; and
2. Repatriation of the unaccompanied **vehicle**, **caravan** or **trailer** by road transporter from the place of the **breakdown** or **road traffic accident** or the local repairer to **your home** or a repairer in the **territory** chosen by **you**, providing the cost is not more than the **market value** of the **vehicle**, **caravan** or **trailer**. If the cost of repatriation is more than this, **you** will have to pay the balance between the **market value** of the **vehicle**, **caravan** or **trailer** and the cost of repatriation before service is provided.

If the **vehicle**, **caravan** or **trailer** has been in a **road traffic accident** that is covered by **your** motor insurance, we will follow **your** insurers' decision on whether to have the **vehicle**, **caravan** or **trailer** repatriated. **Your** insurers may alternatively decide to authorise repairs abroad or determine that the **vehicle**, **caravan** or **trailer** is **beyond commercial economical repair**.

If the **vehicle** that has **broken down** or been in a **road traffic accident** has a **caravan** or **trailer** attached to it, we will store and repatriate the **caravan** or **trailer** with the **vehicle**.

What is not covered

1. Any storage charges or repatriation costs not authorised by **us** or while **we** are awaiting a decision from **your** motor insurer;
2. The cost of repatriation (including storage charges) if **we** determine (acting reasonably) that the **vehicle**, **caravan** or **trailer** is **beyond commercial economical repair**;

3. The cost of repatriation (including storage charges) if the **vehicle, caravan or trailer** is roadworthy;
4. Transportation costs for any personal belongings, valuables or luggage. Any items left with the **vehicle, caravan or trailer** for recovery are left at **your** own risk;
5. **We** are unable to transport any animals in the **vehicle, caravan or trailer**. **We** cannot 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;
6. Any repairs required to the **vehicle, caravan or trailer** and associated costs following repatriation;
7. Any repatriation that is not authorised by **your** insurers if the **vehicle, caravan or trailer** has had a **road traffic accident** covered by **your** motor insurers;
8. Any cancelled repatriation as a result of **you** failing to leave keys for the **vehicle, caravan or trailer** or keys for any roof box with the **vehicle, caravan or trailer**;
9. Any **claim** if the **vehicle, caravan or trailer** is being repatriated and customs in any country find its contents are breaking the law of that country.

If **you** have any enquires relating to **your** repatriation please contact **us** on 0330 159 0342.

Important

Once repatriation is authorised by **us** it normally takes 8-14 working days for the **vehicle, caravan or trailer** to be delivered from most countries in Western **Europe** to the chosen address in the **territory**. At busy times and from some other European countries (particularly from eastern and northern Europe) it may take longer. **We** will discuss the likely timescales for repatriation with **you** in the event that repatriation is required.

It is **our** decision alone whether to repatriate or repair locally a **vehicle, caravan or trailer** which cannot be driven as a result of a **breakdown or road traffic accident** except where the **road traffic accident** is covered by **your** motor insurance policy. If the **vehicle, caravan or trailer** has been in a **road traffic accident** that is covered by **your** motor insurance, **we** will follow **your** insurers' decision on whether to have it repatriated. **Your** insurers may alternatively decide to authorise repairs abroad or determine that it is **beyond commercial economical repair**.

Repatriation cannot be used to avoid repair costs. **We** will only repatriate if **we** consider that the **vehicle, caravan or trailer** cannot be repaired by **your** planned return date to the **territory**, and not as a result of **your** request.

If the **vehicle, caravan or trailer** is **beyond commercial economical repair**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **you** will be considered to have authorised **us** to dispose of it as **we** choose.

If a **vehicle, caravan or trailer** to be repatriated has been fitted with a roof box or bicycle rack, **you** must remove it and place it inside the **vehicle, caravan or trailer**, if possible. If **you** cannot do so, the roof box or bicycle rack can be left on the **vehicle, caravan or trailer**. The roof box keys need to be left with the **vehicle, caravan or trailer** keys in the event that customs require access. Failure to leave the required keys with the **vehicle, caravan or trailer** may result in the cancellation of the repatriation and **you** may be required to collect the **vehicle, caravan or trailer**.

If a **vehicle, caravan or trailer** is to be repatriated, **you** should check with **your** motor insurers that it will be covered in transit for loss or damage and that the contents are also covered. This Section L will not cover any **vehicle, caravan or trailer** or their contents during transit.

SECTION L9: Passenger repatriation

What is covered

If the **vehicle** is repatriated under Section L8 or deemed **beyond commercial economical repair** by **us**, **we** will arrange and pay for repatriation of **you** and the **party to your home** in the **territory** up to the limit within Section L3 (journey continuation in **Europe**), either immediately or by **your** planned return date to the **territory**, by any one or a combination of:

1. A replacement hire car (including collision damage waiver);
2. Alternative transport costs; and/or
3. Local taxi fares authorised by **us** in advance.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. Any insurance excess payable in respect of a replacement vehicle;
3. The costs of meals or any other extra costs and expenses;
4. First class air and rail fares; or
5. Transportation costs for any personal belongings, valuables, animals or luggage.

Important

Passenger repatriation can be arranged so that **you** and the **party** return **home** on or prior to the date that **you** originally planned to return **home**.

We will decide the best option to get **you** and the **party** home. We will act reasonably in making this decision. The option(s) chosen is likely to be that which allows **you** and the **party** to return home by the most direct route and is within the limit of cover under Section L3.

See Important hire car information at the beginning of this Section for important information about hire cars arranged under this Section L.

SECTION L10: Collection of vehicle left abroad for repair

Cover under this Section is only available where we have agreed with **you** that the **vehicle** will remain in **Europe** for repair and not be repatriated under Section L8.

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **membership period** and, following a **service provider** attending the **breakdown** in accordance with Section L2, the **vehicle** cannot be repaired by **your** planned return date to the **territory** and **you** and the **party** have been repatriated to **your home** under Section L9, we will arrange and pay for one person to collect the **vehicle** and return it to the **territory**, by any one or a combination of:

1. Second/standard class rail and other public transport fares (including ferry fares) for one person to travel to the **vehicle**;
2. Additional ferry fares from the **territory** to **Europe** and back for a **vehicle** and one person; and/or
3. Local taxi fares authorised by **us** in advance.

We will also arrange and pay a contribution towards single room accommodation (room only) for one person, up to a maximum of £50 per day if necessary to complete the round trip.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The costs of meals or any other extra costs and expenses;
3. First class rail fares;
4. Costs for more than one person;
5. Transportation costs for any personal belongings, valuables, animals or luggage; or
6. Any storage charges once **you** have been notified that the **vehicle** is ready for collection.

Important

Any decisions as to whether the **vehicle** can be repaired abroad so that **you** (or someone nominated by **you**) must return and collect it on completion of the repair or that the **vehicle** cannot be repaired and must be repatriated will be determined by **us** in accordance with Section L8.

SECTION L11: Accidental damage to or loss of tent

What is covered

If **you** are camping in **Europe** during a **journey** during the **membership period** and **your** tent is damaged accidentally making it unusable or the tent is stolen, we will choose (at **our** discretion) to provide cover for the cost of either:

- a) accommodation expenses of up to £35 per person in the **party** per day for up to 3 days; or
- b) a replacement tent (provided it has been authorised by **us** in advance) up to a maximum of £250.

You will need to pay these costs yourself and **claim** them back from **us** by completing a claim form.

If **your** tent is stolen **you** must report the matter to the police before contacting **us** and within 24 hours of the tent being stolen. **You** must obtain a written report from the police. **You** will need to provide a copy of the police report to **us** when **you** make **your claim** under this Section.

What is not covered

1. Damage to the tent caused by weather conditions;
2. The cost of a replacement tent not authorised by **us**;
3. Any costs if **you** do not report the matter to the police before contacting **us** and within 24 hours of the tent being stolen or do not obtain a police report and submit it to **us** within 14 days of request;
4. The costs of meals or any other extra costs and expenses; or
5. Any accommodation costs if **you** have alternative accommodation available for use.

SECTION L12: Customs duty indemnity

What is covered

Customs claims for import duty if the **vehicle**, **caravan** or **trailer** (as applicable) is beyond commercial economic repair as a result of a **breakdown** in **Europe** during a **journey** during the **membership period** and it has to be disposed of abroad under Customs supervision.

What is not covered

Any import duties not relating to the **vehicle**, **caravan** or **trailer**.

SECTION L13: Urgent message relay service

What is covered

We will relay urgent messages to **you** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown** or a **road traffic accident** in **Europe** or in the **territory** during a **journey** during the **membership period**.

What is not covered

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

SECTION L14: Hire car whilst awaiting repatriation

What is covered

If **we** have agreed with **you** that the **vehicle** will be repatriated under Section L8 and **you** have returned to the **territory**, **we** will arrange and provide cover for the cost of a replacement hire car of up to £40 per day for up to 3 consecutive days whilst **you** are awaiting the repatriation of the **vehicle**. The 3 days can be taken at any point during the period where **you** are awaiting the **vehicle** but they must be consecutive and **you** must collect and return the hire car within the 3 day period. **You** can choose to keep the hire car for longer than 3 days, however all additional hire car costs are payable by **you**.

Cover under this Section will stop once the **vehicle** has been repatriated.

You will need to pay these costs yourself and **claim** them back from **us** by completing a claim form.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The excess payable under any insurance for the replacement vehicle;
3. The cost of any replacement vehicle after 3 days.

Important

See Important hire car information at the beginning of this Section for important information about hire cars arranged under this Section L.

SECTION L15: European legal care

Uninsured loss recovery, travel costs and legal defence

Cover as provided under Section K1 (as set out on **your policy schedule**).

If **you** have cover under Section K and Section L15 (this will be set out on **your policy schedule**), **you** can only make a **claim** for uninsured loss recovery, travel

costs and legal defence under this **membership** under one of those Sections. The limit of cover under the relevant Section will apply.

General conditions for this Section L

In addition to the general conditions, the following conditions apply to this Section L. If any **member** or **driver** does not comply with these conditions **we** may not be able to provide cover under this Section L:

1. The **lead member** must have purchased the **membership** or this Section L (if later) and supplied **us** with any details **we** require and requested by **us** during the sales process before any **member** or **driver** leaves the **territory** on a **journey**;
2. **You** must make sure the **vehicle**, (including any **caravan** or **trailer** attached to it) meets all relevant laws of the countries **you** visit during a **journey**. This particularly includes weight limits for towing;
3. Costs paid for by **you**: On occasion **you** may be asked by **us** to arrange and pay for services and reclaim costs from **us**. In these instances, **you** should obtain a receipt for those costs and request a claim form from **our** breakdown customer care team, details of which are under Who to contact;
4. **We** will require **your** credit card details if **we** arrange a service for **you**, which is not covered by the **membership** or if it exceeds the limit set for each benefit;
5. Exchange rate: Any costs that are incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time. Any costs that are incurred by **you** in a currency other than GBP and which are recoverable from **us** under this Section L, will be converted to GBP at the exchange rate used by **your** credit or debit card provider (in the case of card payments) or used by **us** at the time **you** present the **claim** (in the case of cash payments);
6. Eligible persons: **members** and **drivers** must be permanently resident in the **territory** during the **membership period**; and
7. The **vehicle** must be maintained in accordance with the manufacturer's recommended service standards.

General exclusions for this Section L

In addition to the general exclusions, the following exclusions will apply to this Section L:

1. If **you** fail to contact **us** within 24 hours of becoming aware of the **breakdown** **we** may refuse to provide cover in relation to the **breakdown**;

2. Any costs which **you** or **your party** would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
3. Replacement vehicles:
 - a. The provision of a replacement motorcycle. If the **vehicle** that has **broken down** or been in a **road traffic accident** is a motorcycle, a replacement car or other alternative transport will be arranged, whichever is most suitable. The cost of a **trailer** for **you** to transport **your** motorcycle is also excluded from cover under this Section L;
 - b. The provision of convertibles, any specific car type or model, specially adapted **vehicles** or **vehicles** with a tow bar, roof rack or automatic gearbox;
 - c. **We** cannot guarantee the hire of minibuses, motorhomes or vans; or
 - d. The provision of a replacement **caravan** or **trailer**;

Please note **your** cover under this Section L does not extend to any replacement vehicle.

4. Any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of a vehicle under the laws in any country in which the **vehicle** is travelling;
5. Any personal belongings, valuables, luggage, goods, vehicles, boats in or on a **vehicle**. **You** are responsible for the care of these items at all times;
6. Any **breakdown** or **road traffic accident** caused directly or indirectly by:
 - a. Running out of oil or water;
 - b. Frost damage; or
 - c. Rust or corrosion.
7. Any **claim** which **you** could make under any other insurance policy. 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 under this Section L;
8. If the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be at **your** cost, or must be referred to the **vehicle's** motor insurer;
9. Any travel outside the **territory** and **Europe**;
10. Routine servicing of the **vehicle**, replacing tyres, replacing windows, 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 **service provider** 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.

If the **vehicle** breaks down as a result of a problem with its tyre, **we** will provide assistance to change the tyre using a serviceable spare tyre carried by **you**. If **you** don't have a serviceable spare tyre, general exclusion [17b i] will apply.

Where the **vehicle** is not provided with a spare tyre **we** will recover the **vehicle** to a local repairer.

11. The cost of any transportation, accommodation or care of any animal;
12. If **you** delay repairs to the **vehicle** for whatever reason, any costs that **we** consider (acting reasonably) would not have been incurred under this section if **you** had not delayed repair; and
13. Any costs that are not arranged through us or arranged by us.

General conditions

The following conditions apply to all Sections of this **membership**. If any **member** or **driver** does not comply with these conditions **we** may not be able to provide cover under the **membership** and **we** may cancel the **membership**:

1. The **lead member** must pay the premium for this **membership** and any applicable taxes by the due date set out in **your policy schedule** or the **membership** may be cancelled in accordance with the cancellation provisions under Membership cancellation. The premium for a 12 or 24 month **membership** will be due in full in advance. The premium for a **continuous membership** will be due each month in advance;
2. Where **you claim** under this **membership** for a reimbursement of payments made by **you**, **you** must have proof that **you** have made such payment before **we** will reimburse **you**, for example a receipt or invoice relating to the payment;
3. **Members** and **drivers** must prove their identity by producing their valid membership card and one other form of proof of identity or (if **you** do not have the membership card with **you**) two other forms of proof of identity before **we** will provide any service to them under the **membership**. If a **member** or **driver** is unable to provide proof of identity, **we** may provide the requested service for an additional charge;
4. **Vehicle based membership** - all **vehicles** must be registered at **your** home;
5. Under **personal based membership** a **member** or under **vehicle based membership** a person that can legally and is willing to drive the **vehicle** must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** or **service provider** arrives at the **breakdown**. If they are not, **we** will not provide any service related to the **breakdown**.
6. If **we** provide an onward transportation service of passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;

7. If **we** provide an onward transportation service for **you** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** own risk. **We** will not transport animals in the recovery **vehicle** and **we** will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
8. **We** will attend a **breakdown** at **your** or the **driver's** request in good faith. By making a request for service under the terms of this **membership** **you** or the **driver** confirm that **you** or the **driver** and **your vehicle** comply with all legal requirements;
9. Maximum number of persons: The **vehicle** must not carry more persons than the number stated in the **vehicle's** Vehicle Registration Document or more than eight persons (including the driver), or 17 persons (including the driver) if the **vehicle** is a minibus. Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification and any child must occupy a properly fitted child seat.

Upon request from **us**, **you** must provide **us** with proof that the **vehicle** complies with any of the above conditions and allow **us** to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition, at any time. If **you** are unable to provide **us** with such proof, if **you** do not allow **us** to examine the **vehicle** or **we** consider (acting reasonably) that a **vehicle** is not in a legal or roadworthy condition for any other reason, **we** reserve the right to refuse to provide any service under this **membership** relating to that **vehicle**. This means **we** may decline **your claim**.

Any repairs carried out by an **RAC patrol**, **RAC contractor** or **service provider** does not guarantee that the **vehicle** is in a legal and roadworthy condition. **You** must also tell **us** if **you** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**. If **you** do not do so, **we** reserve the right to refuse to provide any service under this **membership** if required as a result of such a **breakdown**.

Misuse of membership

You must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse the **membership** by, including but not limited to, any of the following:
 - a. persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
 - b. false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;

- c. omitting to tell **us** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under the **membership**;
- d. providing false information in order to obtain a service that would not otherwise be covered under the **membership**;
- e. knowingly allow, or not take reasonable care to prevent, someone not covered by the **membership** attempting to obtain a service under this **membership**; or
- f. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

In the event that this condition is not complied with, **we** will contact the **lead member** to discuss **our** concerns and if the concerns are not dealt with within a reasonable time or cannot be dealt with **we** reserve the right to:

1. Restrict the cover available to the **lead member** at the next renewal, if the **lead member** wishes to continue the **membership** with **us**;
2. Restrict the payment methods available to the **lead member**;
3. Refuse to provide any services to **you** under this **membership** with immediate effect;
4. Immediately cancel this **membership** in accordance with the cancellation provisions; and
5. Refuse to sell any services (including **RAC membership**) to any **member** or **driver** in the future.

We will notify the **lead member** in writing in the event that **we** decide to take any action outlined above.

If any **claim** is found to be fraudulent in any way the **membership** will be cancelled immediately and all **claims** forfeited and **we** may also take any of the additional steps as set out above.

General exclusions

The following exclusions apply to all Sections of this **membership**.

This **membership** does not cover:

1. Any **breakdown** or request for service occurring within the first 24 hours of the **lead member** joining or upgrading (for the upgraded cover only) the **membership**, however this 24 hour exclusion period will not apply on renewal of a **membership** that includes the Section of cover being **claimed** under. For Section A1, **we** will attend the **vehicle** and provide cover within the first 24 hours, but only where the **vehicle** had not **broken down** prior to the **lead member** joining the **membership**. For Sections E, H, I and J **we** will not cover any **claim** that occurs prior to or within the first 14 days of joining or upgrading **your membership**. See the exclusions in Sections E, H, I and J for more details;

2. Attendance following a **road traffic accident** in the **territory**. If **you** have had a **road traffic accident** in the **territory** and would like **us** to recover the **vehicle** we may be able to assist for an additional charge;
3. Attendance following fire, flood, theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** would like **us** to recover the **vehicle** following one of these incidents **we** may be able to assist for an additional charge (however in **Europe** **we** may provide cover under Section L);
4. Assistance in a medical emergency;
5. Any **vehicle** that is already at a garage or place of repair;
6. Servicing or assembly of a **vehicle**;
7. If the **vehicle** suffers a **breakdown** as a result of mis-fuelling **we** will not repair the **vehicle** (including but not limited to draining or removing the fuel under Sections A1, B or C). **We** will only recover the **vehicle** to a garage within 10 miles of the **breakdown**. **We** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost;
8. **Vehicles** which have **broken down** on land to which **you** or **we** do not have permission to access;
9. **Vehicles** which have **broken down** as a result of taking part in any motorsport event or activity which takes place off the public highway (including, without limitation, rallies or stock car racing) and is not subject to the normal rules of the public highway including participation in the Nürburgring. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
10. **Vehicles** being demonstrated or delivered under trade plates;
11. The recovery of any **caravan** or **trailer** in the **territory** except where the **vehicle** that was towing the **caravan** or **trailer** has **broken down**. If **you** would like **us** to recover any **caravan** or **trailer** in these circumstances, **we** may be able to assist for an additional charge;
12. The transportation of any **vehicle** which the **RAC patrol**, **RAC contractor** or **service provider** considers (acting reasonably) is loaded over its legal limit;
13. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**). **We** may be able to arrange breakdown and recovery services with **specialist equipment** if needed for an additional charge. All costs of such services will be payable in advance direct to the **RAC**, **RAC patrol** or **RAC contractor**;
14. Any **vehicle** which is used for **business use**;
15. Transportation of any horses or livestock;
16. Any services or benefits relating to a **breakdown** that was reported under a different membership to this **membership**. To receive any services or benefits under this **membership**, **you** must have reported the **breakdown** against this **membership**;
17. Any costs:
 - a. incurred without **our** prior consent. All requests for service must be made directly to **us**;
 - b.
 - i. relating to repairs of wheels and tyres and costs relating to any **vehicle**, **caravan** or **trailer** not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
 - ii. the cost of towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution in order for **you** to reach a garage to get the tyre replaced;
 - c. relating to **you** having failed to carry or having misused any equipment provided by the **vehicle**, **caravan** or **trailer** (as appropriate) manufacturer for the purposes of removing the **vehicle**, **caravan** or **trailer** (as appropriate) spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - d. relating to repairs or replacement to glass in the vehicle (including windscreens unless covered under Section L7). In the territory we will arrange the recovery of the vehicle to a nearby garage for assistance but we will not pay for any replacement glass or pay for the fitting of any glass. **You** will have to pay for any work carried out on the vehicle. **We** may be able to arrange the recovery of the vehicle to another location for an additional charge. In **Europe** **we** may provide cover under Section L7 if **your vehicle** has been broken in to;
 - e. relating to the keys to a vehicle being lost, stolen, broken, or locked in the vehicle unless **you** have cover under Key Replace. In the territory we may be able to arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. **We** will only arrange the recovery of the vehicle to a nearby garage for assistance and **you** will have to pay for any work carried out on the vehicle. **We** may be able to arrange the recovery of the vehicle to another location for an additional charge. In **Europe**, please refer to exclusion 10 under General exclusions for Section L;

- f. relating to the keys to a vehicle being broken unless you have cover under Key Replace. In the territory we may be able to arrange for a locksmith to attend the vehicle in these circumstances for an additional charge. We will only arrange the recovery of the vehicle to a nearby garage for assistance and you will have to pay for any work carried out on the vehicle. We may be able to arrange the recovery of the vehicle to another location for an additional charge;
 - g. for vehicle storage charges (unless covered under Section L); or
 - h. for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the vehicle under this membership and the cost of any return ferry crossings and/or toll fees of the recovery vehicle (unless covered under Section L).
18. We will not pay for any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under this **membership**. For example, loss of earnings due to us being unable to repair the vehicle at the roadside, losses caused by delay in us (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any claim you may have for death or personal injury);
19. We will not provide any service under this **membership** if we are prevented from doing so in circumstances beyond our reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances we will take steps to prevent or minimise the effects of such circumstances on our services;
20. In the event of involvement of an **emergency service**, we will not remove the vehicle until all **emergency services** concerned have provided us with authorisation. If the **emergency services** insist on the removal of the vehicle by anyone other than us, we will not meet the cost of the removal; or
21. Any **claim** caused directly or indirectly by you being affected by intoxicating liquors or drugs.

Renewal and annual review

Renewal of a 12 or 24 month membership

Prior to the end of the **membership period** we will write to the **lead member** to confirm whether the **membership** will be renewed and if so, any changes to the premium and the terms and conditions applicable to the **membership** for the next **membership period**.

If the **lead member** has authorised us to hold their payment account details on our database, we will automatically renew the **membership** and collect your premium. If the **lead member** does not wish us to automatically renew the **membership** or does not wish us to renew the **membership** using this payment method he or she will need to contact us before the renewal date.

If the **lead member** has informed us that he or she does not wish us to automatically renew the **membership**, or the **lead member** has not authorised us to hold his or her payment account details, we will not renew the **membership** and it will expire at the end of the current **membership period**. If your card details have changed, we may obtain updated card details from your card provider to enable us to continue to take payment from you with those new details and to continue to provide services to you. Provided the applicable premium is paid within 60 days of the **start date** of the new **membership period**, we will renew the **membership** from the renewal date, if the **lead member** notifies us that he or she wishes to reinstate the **membership**.

Annual review of a continuous membership

Provided the applicable premium has been paid, a **continuous membership** will continue until it is cancelled by the **lead member** or us in accordance with the provisions set out under Member cancellation. However, we may review the premium and other terms and conditions of a **continuous membership** at the end of each **membership year**. We will write to the **lead member** at least 21 days before the end of each **membership year** with details of any changes to the premium or other terms and conditions of the **membership** that will take effect from the start of the next **membership year**.

We will continue the **membership** and collect your premium unless the **lead member** does not wish us to continue the **membership** or does not wish us to use this payment method, in which case the **lead member** will need to contact us before the end of the current **membership year**.

If the **lead member** has informed us that he or she does not wish to automatically accept changes to the premium or other terms and conditions of the **membership**, the **lead member** has not authorised us to hold his or her payment account details, or the **lead member's** payment details have changed, we will not continue the **membership** and it will expire at the end of the current **membership year**.

However, unless we notify you otherwise, provided the applicable premium is paid within 60 days of the **start date** of the new **membership year**, we will reinstate the **membership**, if the **lead member** notifies us that he or she wishes to reinstate the **membership**.

Membership cancellation

The **lead member** is entitled to cancel the **membership** within the first 14 days following the **start date** or the date he or she receives these terms and conditions with their **policy schedule**, whichever happens later. The **membership** will be cancelled with immediate effect. **We** will refund **your** premium in full unless **you** have made a **claim** within this period. If a **claim** has been made during this period no refund will be given. If upgrading the **membership** at any time following the end of the initial 14 day cooling off period no refund is payable if the **membership** is later downgraded or cancelled.

If, after the 14 day cooling off period, the **lead member** upgrades the **membership** at any time to include optional cover under Sections B to L that were not already included at the commencement of the **membership**, no further cooling off period will apply to this additional cover.

See also the exclusions in Sections E, H, I and J which include limits on **claims** made during the first 14 days of the **lead member** joining or upgrading **membership** or changing a **vehicle**.

Cancellations must be made by contacting **us** at the address set out under How to contact us.

Where the **lead member** cancels the **membership**, **we** will request settlement of any outstanding premium or charges for services provided. If such sums are not settled following **our** debt collection process, **we** may take legal action and **we** may refuse to accept the **lead member's** custom in the future.

The lead member's right to cancel a continuous membership

At any time after the 14 day cooling off period referred to above, the **lead member** is entitled to cancel the **membership** or remove any Section of cover under the **membership** upon giving **us** not less than 30 days' notice. Cancellations must be made by contacting **us** at the address set out under How to contact us. The **membership** will be cancelled or Section of cover removed with effect from the next payment date following expiry of the 30 day notice period. There will be no refund of premium.

Our right to cancel

1. If any premium for the **membership** is not paid by the applicable due date for payment set out in **your policy schedule**, **we** will notify the **lead member** in writing. If all payments of premium due are not made within 28 days of the original applicable due date, **we** may cancel the **membership** with effect from the missed due date for payment; and
2. **We** may cancel the **membership** in the event of misuse of the **membership** as set out in the General conditions. In the event that **we** decide to cancel the **membership**, **we** will notify the **lead member** in writing and the **membership** will

be cancelled with immediate effect. **We** will not refund any premium that has already been paid or that is due to **us**.

Where **we** cancel the **membership**, **we** will request settlement of any outstanding premium or charges for services provided. If such sums are not settled following **our** debt collection process, **we** may take legal action and **we** may refuse to accept the **lead member's** custom in the future.

Changes to your details

The **lead member** must notify **us** immediately if he or she wants to amend any details relating to the **membership** including any change to the **home** address and any change to any **member** or **vehicle** to be covered under the **membership**. **We** can be contacted on the phone number or at the address set out under 'How to contact us'.

Please note if **you** change **your vehicle**, **you** may not be eligible for all the cover on the **membership**. **We** will discuss this with **you** should **you** need to make a change.

We will provide the **lead member** with a revised **policy schedule** setting out the new details applicable to the **membership**.

We will not change the identity of the **lead member**. If the **lead member** cancels the **membership** for any reason, the whole **membership** will be cancelled and all other **members** will no longer be covered by **us** under the **membership**. **We** will be able to set up a new **membership** for the other **members** with one of the **members** becoming the **lead member**.

All communications from **us** or **our** representatives shall be deemed duly sent if sent to the **lead member's** last known address.

Upgrading the membership

The **lead member** can upgrade the **membership** at any time to include optional cover under Sections B to L that are not already included under the **membership** by contacting **us**. If the **lead member** does upgrade during any **membership** period he or she must pay the relevant applicable premium for the additional Section of cover. If **we** do not receive any applicable premium for an upgrade the **lead member** has requested, **we** will not upgrade the **membership** or not continue the upgraded **membership** and the additional services under the applicable Section of cover will not be included under the **membership** with effect from the missed due date for payment.

The upgraded Section of cover will apply from 24 hours following the date detailed on **your** revised **policy schedule**. This means **you** will not be able to benefit from the cover until the 24 hour period has expired. For Sections E, H, I and J **we** will not cover any **claim** that occurs prior to the first 14 days of upgrading **your membership** or changing a **vehicle**.

We will provide the **lead member** with a revised **policy schedule** setting out the Sections of cover applicable to the **membership** and the date from which the optional cover has commenced.

Changes to the membership terms and conditions

In addition to **our** right to review the premium and other terms and conditions for **membership** at the end of the **membership period** (and for a **continuous membership** at the end of each **membership year**), **we** can make changes to the **membership** terms and conditions at any time:

1. To respond proportionately to changes in general law in the **territory** or **Europe** or decisions of the Financial Ombudsman Service;
2. That are necessary to meet regulatory requirements; and/or
3. To reflect new industry guidance and codes of practice which increase the standards required for consumer protection or to make the **membership** terms and conditions clearer and fairer to **you**

Any change to the **membership** terms and conditions (together with the reasons for such changes) will be notified to the **lead member** at least 21 days in advance of the date that the change is due to take effect. **We** recommend the **lead member** notifies any **member** or **driver** that is affected by the change.

If the change disadvantages any **member** or **driver**, the **lead member** may cancel the **membership** immediately by contacting **us**. The **lead member** will be entitled to a refund of the premium paid to **us** subject to a deduction for the period from the **start date** to the effective date of cancellation of the **membership**. This will be calculated (daily) on a pro-rata basis.

How to contact us

General enquiries

For general enquiries about the **membership**, including changes to the cover under the **membership** and renewals (in respect of a 12 or 24 month **membership**) or reviews (in respect of a **continuous membership**) please contact **us** as follows:

1. Call **us** on:
0330 159 0360 (Mon to Fri 7.00am to 10.00pm, Saturday 8.00am to 8.00pm, Sunday 9.00am to 7.00pm and Bank Holidays 9.00am to 5.00pm); or
2. Write to **us** at:
RAC Motoring Services
Customer Services Department
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

If **you** contact **us** in writing please provide **your** full name, contact telephone number, **membership** number and, where applicable, the **vehicle** registration number. Please be prepared to provide the same information if **you** call **us**.

If **you** have any problems reading this policy booklet **you** can contact **our** customer services department on 0330 159 0360 for a large font or Braille version.

Complaints

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. If **you** would like to complain about any aspect of the service **we** have provided to **you** under the **membership** please contact **us** as set out below. Please bring the complaint to **our** attention as soon as **you** can as this will assist **us** and **you** to resolve the complaint as quickly as possible.

If **you** are dissatisfied with any aspect of **our** breakdown services under Sections A1, A2, B, C, D, E, F, G, H, I, J and L:

1. Call **our** customer service number on:
0330 159 0360; or
2. Write to **us** at:
Breakdown Customer Care (See general address below); or
3. Email **us** at:
breakdowncustomercare@rac.co.uk

If **you** are dissatisfied with any aspect of **our** services under: Motor Legal Care [Section A3], Legal Care Plus (Section K), European Legal Care (Section L15) or Accident Care:

1. Call: 0330 159 0610; or
2. Write to **us** at:
RAC Legal Customer Care
(See general address below); or
3. Email **us** at: legalcustomercare@rac.co.uk
Please send all written correspondence for the attention of the relevant team to:
RAC
Great Park Road
Bradley Stoke
Bristol
BS32 4QN.

If **you** contact **us** in writing or by email please provide **your** full name, contact telephone number, **membership** number and, where applicable, the **vehicle** registration number. Please be prepared to provide the same information if **you** call **us**.

Using this complaints procedure will not affect **your** legal rights.

Financial Ombudsman Service

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, **you** may in certain circumstances be entitled to refer **your** complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**.

If **your** complaint relates to any provision of services provided by RAC Motoring Services under Sections A1, A2, B, C or Accident Care, **you** will not be able refer **your** complaint to the Financial Ombudsman Service.

Using this complaints procedure will not affect **your** legal rights.

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Sections A3, D, E, F, G, H I, J, K and L) is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

The cover provided by RAC Motoring Services under this **membership** is not covered by the FSCS.

Your data

Data protection statement

For the purposes of the Data Protection Act 1998, the data controller in relation to the personal data **you** supply is RAC Motoring Services (RACMS), (Registered No: 01424399), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACMS will share the information **you** provide, together with other information, with its group companies¹. RAC group companies (RACGC) will use this for administration, marketing, customer services and to calculate **your** premium. RACGC will disclose **your** information to **our** service providers and agents for these purposes. RACGC may keep **your** information for a reasonable period to contact **you** about **our** services.

RACGC may transfer **your** information outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and **us**, or that RACGC enter into at **your** request, in **your** interest, or for administrative, or **our** own marketing purposes.

When **you** give **us** information about another person, **you** confirm that they have authorised **you** to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of **your** information (for which RACGC will charge a small fee) and to correct any inaccuracies. RACGC may record telephone calls for staff training and evidential purposes.

In assessing **your** application now or at renewal, RACGC or **our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made.

RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

¹If **you** would like a list of all RAC group companies, please write to the Data Protection Officer at RACMS using **our** registered address.

Sensitive data

By proceeding with this **membership**, **you** give **us** consent to use **your** sensitive personal data e.g. health data for **your** registration under the Motability Scheme (if appropriate), solely for the purposes for which **you** submit it.

Credit searches and use of third party information

In assessing **your** application/renewal, in order to prevent fraud, **we** will check **your** identity and to maintain **our membership** records, **we** may:

1. Search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about **you** and **your** payment record. The information will be used by other credit lenders for making credit decisions about **you** and the people with whom **you** are financially associated for fraud prevention, money laundering prevention and for tracing debtors. **We** may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of **your** application will not depend only on the results of the credit scoring process.

2. Use information relating to **you** and a vehicle supplied to **us** by other third parties.

Fraud prevention and detection

In order to prevent and detect fraud **we** may at any time:

1. Share information about **you** with other organisations and public bodies including the police;
2. Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and where appropriate notify the relevant crime prevention organisations. **We** and other organisations may also search these agencies and databases to:
 - a. help make decisions about the provision and administration of breakdown/insurance, credit and related services for **you** and members of the **household**;
 - b. trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or breakdown/insurance policies; and/or
 - c. check **your** identity to prevent money laundering;
3. Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

Informing you about products and services

RACGC offer motoring and travel related products such as breakdown services, hotel bookings and vehicle inspections, sales and leasing. RACGC also offer financial products such as insurance. RACGC may also share **your** information with **our** business partners. RACGC, or they, may contact **you** by mail, telephone, fax, email or SMS/MMS to let **you** know about any goods, services or promotions that may be of interest to **you**. If **you** decide **you** do not wish to receive such information in these ways please inform **us** but remember this will prevent **you** from receiving **our** special offers or promotions. To contact **us** write to **us** at:

Freeport RTLA-HZHB-CESE
RAC Motoring Services
Customer Services Department
PO Box 586
Bristol
BS34 9GB

