

RAC BREAKDOWN COVER POLICY BOOKLET	
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Terms and conditions

Please read and keep for your records



Who to contact

These are all of the numbers a **driver** will need in the event that the **vehicle** has **broken down** or need to make any other **claim** under **RAC Breakdown Cover**.

Broken down in the UK

Call **us** on 0330 159 0602

Broken down in France and Monaco

Freephone (from a landline) 0800 290 112

Pay call (from a mobile) 00 33 472 43 52 55

Broken down in Europe*

Calling from Europe (from a landline) 00 33 472 43 52 55

Calling from Republic of Ireland (ROI) 1 800 535 005

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

If a **driver** has hearing difficulties **RAC** can be contacted using a Text Phone and prefix the relevant number with 18001 to be connected to Typetalk or use the SMS facilities on 07855 828282

European Motoring Assistance (Section E)

To request a claim form (from the UK) 0330 159 0342

Email: breakdowncustomercare@rac.co.uk

For repatriation queries 0330 159 0342

Or write to:

RAC, Great Park Road, Bradley Stoke Bristol BS32 4QN

Checklist

Certain information is required when calling to make a **claim**.

1. The **driver's** name
2. The **vehicle** registration number
3. The make and model of the **vehicle**
4. The exact location of the **vehicle**
5. The **driver's** contact number
6. **Europe** or for additional services, **your** credit card number.

Remember

1. Please call **us** back if the **vehicle** gets going before the **RAC patrol** or **RAC contractor** arrives
2. Only accept help from the **RAC patrol** or **RAC contractor** that has been sent to assist the **vehicle** by **us**
3. Don't go directly to a garage (even an **RAC** appointed one); **we** will not reimburse **you** if **you** or a **driver** have had to pay for help which was not arranged by **us**
4. Recovery can only be arranged by **us**

Telephone charges

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

In the UK

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged as 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.

Breakdown on a motorway in Europe

If the **vehicle breaks down** or is in a **road traffic accident** on a motorway in **Europe** **we** advise the use of the roadside emergency telephones. This will connect to the police or authorised motorway services who will send a breakdown recovery vehicle. If they will not send a breakdown recovery vehicle, then contact **us**.

Motorways in France are privately managed, so in the event of a **break down** or **road traffic accident** on a French motorway or motorway service area, it is mandatory to use the roadside emergency telephones as **we** cannot send out assistance.

In the event of recovery by the police or authorised motorway services, labour and towing charges may be payable on the spot and an authorised tariff is normally applied. **We** will cover these charges as long as the **vehicle** is towed to the recovery company's depot. If the **vehicle** is towed from a motorway, contact **us** as soon as possible and, if the **vehicle** has not been repaired, **we** will arrange for ongoing cover under **RAC Breakdown Cover**.

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.

RAC Breakdown Cover is intended to offer services relating to the breakdown of vehicles. It meets the demands and needs of those who own or drive vehicles and wish to ensure the risk of the breakdown of the vehicles are met now and in the future.

This policy booklet contains the benefits, conditions and exclusions that apply and the general conditions and exclusions that apply for all cover types in this policy booklet. The drivers must meet these conditions or we may not provide the RAC Breakdown Cover. You will receive a motor breakdown certificate for each vehicle. This should be kept in the vehicle to ensure we are able to provide the services. Please read this policy booklet carefully to check the cover you have chosen and to ensure it meets your demands and needs. Please ensure these documents are kept in a safe place. If you cannot find any of your documents, please contact your broker to request a replacement. This policy booklet is the contract of insurance between you and RAC Motoring Services.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and the motor breakdown certificate) and other information relating to this contract will be in English.

Law

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

Your terms and conditions

Cover

RAC Breakdown Cover covers the **vehicle** which is identified on your **motor breakdown certificate** and which is being driven by any **driver** with a full, valid driving licence during the **period of cover**. **You** and each **driver** must comply with the applicable terms and conditions under **RAC Breakdown Cover**. Any failure to do so may impact on **your** rights under this **RAC Breakdown Cover**, including whether **you** can make a **claim**. **You** should ensure that each **driver** is made aware of this as well as the level of cover under **RAC Breakdown Cover**.

If **you** would like to change the **vehicle** covered under **RAC Breakdown Cover**, please see Changes to your details in this policy booklet.

Reimbursement of payments

Where **we** state in this policy that **we** will reimburse **you** for certain sums as part of the cover, such reimbursement will be following receipt of a claim form (which is available on request by calling 0330 159 0334 and proof of payment).

For reimbursement of payments made by **you** under this policy please submit proof of payment to **us** at:
RAC, Breakdown Customer Care, Great Park Road, Bradley Stoke, Bristol BS32 4QN

In certain circumstances, **we** may be able to arrange the benefits and pay such covered amounts on **your** behalf, and will notify **you** or the **driver** of this at the time of making the **claim**.

Period of cover

RAC Breakdown Cover provides cover for the **period of cover** as set out in your **motor breakdown certificate**.

Limits of cover

The cover under this **RAC Breakdown Cover** is subject to:

1. One **call out** will be any attendance by an **RAC patrol** or **RAC contractor** to a **vehicle** as a result of a call to the **RAC** under **RAC Breakdown Cover**.
5. The limits will apply to all **claims** made by **you** and the **drivers** driving a registered **vehicle**.

Additional services provided by the RAC

If the **driver** requires additional services that are not covered under **RAC Breakdown Cover**, **we** may be able to arrange appropriate additional services at the **driver's** 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. Provide services where the number of **call outs** that can be made under **your RAC Breakdown Cover** in a **period of cover** has been exceeded;
4. Provide any other services that may be available for an additional cost, as stated in this booklet.

The charge for any additional service provided or arranged by **us** will be agreed with the **driver** when the service is requested and before any costs are incurred.

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.

"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**.

"breakdown"/"break down"/"broken down" means the **vehicle** is inoperative, is unsafe to drive 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 **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;

"broker" means the insurance agent/broker who **you** purchased this **RAC Breakdown Cover** from and whose contact details are shown within **your** documentation pack with the associated motor insurance policy;

"Business Use"

means using the vehicle for public or private hire or for carrying goods for hire or reward.

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

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (23ft) including tow bar	2.55 metres (8ft 4in)	3.0 metres (9ft 8in)

"claim"/"call out" means any request for service or benefit or for cover under **RAC Breakdown Cover**;

"driver"/"their"/"they" means any driver of a **vehicle** (including **you**) at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle** and is permanently a resident in the **territory**;

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

"end date" means the date that this **RAC Breakdown Cover** policy expires as shown on the **motor breakdown certificate**;

"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;

"home" means the address in the **territory** where **you** permanently lives;

"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**;

"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**;

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

"motor breakdown certificate" means the document confirming **your RAC Breakdown Cover** agreement which contains important details about **your** cover and which must be read in conjunction with these terms and conditions;

"party" means the total number of persons (including the **driver**) travelling in the vehicle for the whole period of the **journey**;

"period of cover" means the period from the **start date** to the **end date** (as shown on the **motor breakdown certificate**);



“premium” means the basis upon which services will be provided under **RAC Breakdown Cover** charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) at the current rate;

“**RAC**”/“**we**”/“**us**”/“**our**” means RAC Motoring Services [and the Additional services] and RAC Insurance Limited in respect of Sections D and E and each of its authorised agents;

“**RAC contractor**” means any person appointed by the **RAC** to provide certain breakdown assistance services on **our** behalf;

“**RAC patrol**” means a technician employed by the **RAC**;

“**RAC Breakdown Cover**” means this RAC Breakdown Cover policy that is subject to the terms and conditions in this policy booklet;

“**road traffic accident**” means

1. for the purposes of Section E only, means a traffic accident in **Europe** that immobilises the **vehicle**; and
2. for the purposes of all other Sections of these **RAC Breakdown Cover**, means a traffic accident involving a **vehicle** within 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 **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of service providers;

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

“**start date**” means the date that this **RAC Breakdown Cover** policy begins as shown on the **motor breakdown certificate**;

“**territory**” means the England, Scotland, Wales, Northern Ireland, Jersey, Guernsey and the Isle of Man;

“**vehicle**” means

1. the vehicle shown on **your** on **your motor breakdown certificate** that is registered in the **UK** and complies with the following specifications:

Max Weight (gross)	Max Length	Max Width	Max Height
3.5 tonnes	7.0 metres (23ft) including tow bar]	2.55 metres (8ft 4in)	3 metres (9ft 8in)

2. Motorcycles under 121cc and mobility scooters are not covered under **RAC Breakdown Cover**

“**you**”/“**your**” means the person shown on the **motor breakdown certificate** and that is permanently resident in the **territory**;

YOUR COVER

SECTION A. Roadside

RAC Breakdown Cover includes cover for Roadside subject to the terms and conditions below.

What is covered

If a **vehicle** has **broken down** in the **territory** or the Republic of Ireland during the **period of cover** and more than ¼ mile from **your home** as measured by **us**, **we** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle** at the roadside; or
2. If **we** are unable to permanently repair the **vehicle** 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** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by the **driver** 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 the **driver's** choice, **we** will either:

1. Provide transport for the **driver** 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 the **driver** chooses for **us** to transport the **vehicle** to a garage, **we** will reimburse the **driver's** taxi fare for a taxi journey to a destination up to 20 miles from the garage for the **driver** and up to seven passengers of the **broken down vehicle** as long as this is agreed 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 Who to contact.

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 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 A. If the **RAC patrol** or **RAC contractor** has the required parts **you** or the **driver** can purchase the relevant parts from **us** for an additional charge. The parts 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 **RAC Breakdown Cover**;
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 the **RAC**; or
 - b. **we** advised any **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 B. Recovery

Please refer to **your motor breakdown certificate** which sets out whether this **RAC Breakdown Cover** includes cover for Recovery as set out in this Section B.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** 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 A, **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 the **driver**. 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. The **vehicle**, the **driver** and up to 7 passengers are entitled to be recovered from the Republic of Ireland to **your home** in Northern Ireland or a single destination chosen by the **driver** where the distance is less than to **your home**.

We may also provide at **our** discretion a recovery service if the **driver** becomes ill during a journey in the **territory** and the passengers are unable to drive the **vehicle**. **We** may ask the **driver** to provide written confirmation from the treating hospital or medical expert that they are unfit to drive and prove **they** are the only viable **driver** in **their** 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 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 **you** and/or the **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** assistance for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault, including faulty battery, has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised the **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** **we** will not provide recovery over 10 miles where no serviceable spare tyre is carried by the **vehicle** or no suitable alternative (as recommended by the manufacturer) is available; or

- Any **vehicle** that is already at a garage or other place of repair.

SECTION C. At Home

Please refer to **your motor breakdown certificate** which sets out whether this **RAC Breakdown Cover** includes cover for At Home as set out in this Section C.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** within a $\frac{1}{4}$ of a mile of the **driver's home** as measured by **us**, **we** will provide an **RAC patrol** or an **RAC contractor** to either:

- Repair the **vehicle** at the roadside or the **home**; or
- If **we** are unable to permanently repair the **vehicle** at the roadside or at the **driver's home**, **we** will decide, based upon **our** technical expertise in **breakdown** situations, either to provide a temporary repair to the **vehicle** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a single destination chosen by the **driver** 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

- Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
- 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, the **driver** 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 a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **RAC Breakdown Cover**;
- Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** assistance for that fault and either:
 - we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - we** advised the **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.

SECTION D. Onward Travel

Please refer to **your motor breakdown certificate** which sets out whether this **RAC Breakdown Cover** includes cover for Onward Travel as set out in this Section D.

What is covered

Onward Travel applies if a **vehicle** has **broken down** in the **territory** during the **period of cover** 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 A or C. **We** will provide the **driver** with one of the following benefits:

- Replacement car hire; or
- Alternative transport costs; or
- Hotel accommodation

What is not covered

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

- We** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
- We** advised the **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 (subject to availability):

- Arrange and pay for:
 - the hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** (up to a maximum of two consecutive days or until the **vehicle** has been repaired, whichever is sooner). Any

- replacement car will be limited to a small hatchback; and
 - insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
- If **you** do not comply with the terms and conditions of the hire company used by **us** and **you** agree with **us** 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 two 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

- Any replacement car hire arranged by **us** where the **driver** of the replacement car does 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;
- Any replacement car hire arranged by the **driver** that has not been agreed with **us** prior to the **driver** making the arrangements or any request that is not made on the same day as the **breakdown** occurred;
- We** will not cover the cost of:
 - delivery and collecting of the hire car vehicle including any fuel used during delivery and collection;
 - any fuel used while the hire car is with a **driver**, 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;
 - any insurance excess payable under any insurance for the replacement car;
- We** will not supply:
 - any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
 - replacement cars with a tow bar; or
 - specialty adapted vehicles.

Alternative transport

What is covered

We will arrange rail, air or other public transport for the **driver** 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, the **driver** 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 the **driver** 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 the **driver** will have to pay for any additional hotel costs.

Assistance in a medical emergency

What is covered

If during a journey in the **territory** the **driver** 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:

- Arrange for one night's bed and breakfast accommodation for the driver 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
- 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. European Motoring Assistance

Please refer to **your motor breakdown certificate** which sets out whether this **RAC Breakdown Cover** includes cover for European Motoring Assistance as set out in this Section E.

Required terms

To ensure **we** can provide the services contained within this Section E, European Motoring Assistance, the **driver** will need to make sure that **they** have the following original documents with them when **they** are on a **journey**. If a **driver** does not have these documents **we** may not be able to provide assistance:

1. Credit card (required if a **driver** needs to take advantage of any **vehicle** hire benefit, purchase any replacement parts or receive additional services from the **RAC**);
2. Full UK Driving licence (photo card licence) and National Insurance number;
3. Proof of **RAC Breakdown Cover** (such as the **motor breakdown certificate**);
4. Vehicle registration document (V5) or Vehicle on Hire Certificate (VE103) and letter of authority to use the **vehicle** on the **journey**.

Important car hire information

We cannot guarantee that **we** will be able to arrange a hire car equivalent to the **vehicle**. If the **driver** is 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 E will be subject to the normal conditions of the hiring company. **We** use reputable car hire companies with market standard terms and conditions which the **driver** 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). The **driver** must present **their** driving licence to the hire company and present **their** full UK driving license, National Insurance number and any other information requested.

The **driver's** 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.

The **driver** 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 the **driver** leaves a hire car at a different location to the one arranged by **RAC**, the **driver** 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 the **driver** could be liable for the first portion of the cost, which is likely to be over £150, and have **their** 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 the **journey** within the limits of this cover. A car hired abroad must not be brought into the **territory**. A second car hire will be arranged for the **territory** part of the **journey**. Please note that continental hire cars must be returned to the nearest appropriate hire car agency before boarding the ferry. Passengers may be required to travel as foot passengers to the **territory** where the **driver** will collect any necessary onward transportation.

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 the **driver** with a replacement vehicle as soon as possible (if a replacement vehicle is still required).

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 the **driver** 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 that cover is not available for **breakdowns** or **road traffic accidents** suffered by **caravans** or **trailers** and **we** will only recover or repatriate a **caravan** or **trailer**, subject to the dimension limitations within definitions above, if the **vehicle** towing such **caravan** or **trailer** has **broken down** or suffered a **road traffic accident**. **We** may be able to provide services to a **broken down trailer** or **caravan**, but such service will only be provided at an additional cost.

Motor insurance and vehicle warranty

Cover under this Section E does not replace motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking a **vehicle** abroad. If **you** do not, the motor insurance policy may only provide cover for damage caused to other people or their property. This means that there will not be cover for damage to the **vehicle** (including damage caused by fire) or theft of the **vehicle**. The insurers will also need to know if the **vehicle** is 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 current conditions in that country. For example strike action may delay or prevent **our** service under this Section E. If this is the case, **we** will not be liable for any losses that the **driver** may suffer as a result of the disruption or unavailability of **our** services. To obtain current information on conditions in the countries the **driver** is 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

The cover under Section E is subject to an aggregate overall limit of £2500 per **claim** and is subject to the further limits of cover in respect of each type of cover.

This Section E provides cover for **journeys** during the term of **your** policy, but each **journey** is limited to a maximum of 90 days and each **journey** must fall within the **period of cover**. **We** will not provide cover for a **journey** if the **vehicle** will not return to the **territory** within the **period of cover**. If the end of any **journey** will be outside the **period of cover**, **you** will need to renew the cover before the **driver** commences the **journey**. If however the **vehicle** is due to return to the **territory** within the **period of cover** but it is delayed due to a **road traffic accident** or **breakdown** that is covered by this Section E, **we** will provide cover for that **journey**.

The Sections of European Motoring Assistance

In the event that the **vehicle** 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** can be repaired within 12 hours and, if not, whether:

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

The **driver's** 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 the **driver** and determine which other benefits may be available under this Section E as a result of the **claim**. For example, if the repairs cannot be completed within 12 hours, **we** will discuss whether the **driver** would like **us** to arrange transport to continue the **journey** to the original destination (under Section E3) or arrange accommodation while the **driver** waits for the repair to be completed (under Section E5). These alternatives will be discussed with the **driver** 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 the **driver** and determine if the benefits provided under this Section E should change as a result.

If the **vehicle** cannot be repaired by the date that the **driver** originally planned to return to the **territory**, and it is agreed to repatriate the **vehicle**, the **driver** and the **party**, all other cover under this Section E will cease. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the **vehicle** and the **driver** 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**.

Important

Whilst **we** will assist with the arrangements and progress of any workshop repairs, if requested by the **driver**, 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 the **driver** and **we** have no legal responsibility to the **driver** for their efficiency or quality of the repairs.

SECTION E1: Journey continuation in the territory

What is covered

If a **vehicle** has **broken down** in the **territory** during the **period of cover** within 24 hours of the planned departure date of the **journey** from the **territory** and, following an **RAC patrol** or an **RAC contractor** attending the **breakdown**, **we** are unable to repair the **vehicle** 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 the **driver** to continue the **journey**. **We** will contribute up to £125 per day up to £750. **We** will relay urgent messages to the **driver's** immediate relatives or close business associates.

What is not covered

1. A **breakdown** during a **journey** where the **breakdown** occurs more than 24 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**.

SECTION E2: Roadside assistance in Europe

What is covered

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

1. Repair the **vehicle** at the roadside; or
2. If they are unable to permanently repair the **vehicle** at the roadside, **we** together with the **service provider** will decide to either:
 - a. arrange for a temporary repair to the **vehicle** at the roadside; or
 - b. arrange transportation of the **vehicle** 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**; and
 - c. **We** will relay urgent messages to the **driver's** immediate relatives or close business associates

What is not covered

1. Repair costs, including labour charges, if the **vehicle** was in a **road traffic accident**;
2. If the **vehicle** cannot be driven due to a **road traffic accident**, any damage which **you** or the **driver** 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** repatriated. **We** cannot repair the **vehicle**.
3. Repair costs if, in **our** reasonable opinion, the **vehicle** 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**, nor render it unsafe to drive;

5. The cost of any parts required to repair the **vehicle**;
6. Repair costs not directly necessary to enable the **vehicle** 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 E will not be provided.

SECTION E3: Journey continuation in Europe or return home

Cover under this Section E3 is not available if **you** benefit from additional accommodation expenses under Section E5.

What is covered

If the **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section E2, the **vehicle** cannot be repaired in accordance with Section E2 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 the **driver** and the **party** to continue the **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 E3 will stop once the **vehicle** has been repaired to a roadworthy condition and **you** or the **driver** has been notified. Once **you** or the **driver** are notified that this is the case, the **driver** must return any hire car to the place of collection of the hire car or can choose to keep the hire car an additional period to continue the intended **journey**, however all additional hire car costs are payable by the **driver** and will be charged to the **driver's** 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**) the **driver** 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 during the receipt of any benefits under Section E5.

SECTION E4: Replacement parts dispatch

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section E2, the **vehicle** requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, **we** will, (subject to availability) arrange the 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 the **driver** telephones **us** to arrange for the parts to be dispatched. **The driver** will be asked for credit card details and **we** will take payment 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 E5: Additional accommodation expenses

Cover under this Section is not available if **you** benefit from Journey Continuation under Section E3.

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section E2 the **vehicle** cannot be repaired within 12 hours of the **breakdown** or **road traffic accident**, **we** will, subject to the overall Limits of cover, arrange and pay a contribution of £30 per person per day up to a maximum of £500 towards additional (not alternative) accommodation for the **driver** and the **party** in a hotel of **our** choice whilst waiting for the **vehicle** 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 the **driver** or the passengers would have otherwise incurred on the **journey**;
2. Any accommodation costs if the **driver** has alternative accommodation available for use;
3. Any accommodation costs once **you** or the **driver** have been notified that the **vehicle** 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 during the receipt of any benefits under Section E3.

SECTION E6. 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 **period of cover**, **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 the **driver** is 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 the **driver** knows of a medical condition that may prevent them from driving the **vehicle** before the **driver** commences the **journey** and there is no alternative driver within the **party**; or
3. Any expenses which the **driver** or the **party** would have had to pay if the driver had not been declared medically unfit to drive.

SECTION E7: Vehicle break in – emergency repairs

What is covered

In the event of damage to windows, windscreens or locks of a **vehicle** caused solely by forcible entry or attempted forcible entry of the **vehicle** in **Europe** during a **journey** during the **period of cover**, **we** will, subject to the overall Limits of cover, either provide cover for the cost of immediate emergency repairs to the damage to enable the **driver** to continue the **journey** or the cost of recovery of the **vehicle** to a local repairer for repairs to be carried out, up to a maximum of £175.

The **driver** will need to pay these costs and **you** can **claim** these costs back from **us** by completing a claim form.

The matter must be reported to the police before contacting **us** and a written report must be obtained 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 the **driver** 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**;
3. Repair costs not directly necessary to enable the **vehicle** to continue the **journey**; or
4. Costs over £175, inclusive of recovery costs.

Important

If there is a forcible entry or attempted forcible entry of the **vehicle** **you** can only **claim** under this Section. **We** will not provide any other benefits described in this Section E. Should the **vehicle 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 the motor insurance company that insures the **vehicle** first before calling **us**.

SECTION E8: Vehicle repatriation

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section E2, the **vehicle** cannot be repaired by the planned return to the **territory**, **we** will arrange and pay for:

1. Storage of the **vehicle** and any **caravan** or **trailer**, while awaiting repatriation by **us** in accordance with this Section; and
2. Repatriation of the **vehicle** and any **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 the **driver**, 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** or the **driver** will have to pay the balance between the **market value** of the **vehicle**, and any **caravan** or **trailer** on tow at the time of the **breakdown** and the cost of repatriation before service is provided.

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

What is not covered

1. Any storage charges or repatriation costs not authorised by **us** or while **we** are awaiting a decision from the motor insurer;
2. The cost of repatriation (including storage charges) if **we** determine (acting reasonably) that the **vehicle** is **beyond commercial economical repair**;
3. The cost of repatriation (including storage charges) if the **vehicle** 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 the **driver's** 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 the **driver's** risk. **We** will not insure any animal during any onward transportation **we** may undertake;
6. Any repairs required to the **vehicle** and associated costs following repatriation;
7. Any repatriation that is not authorised by the insurer if the **vehicle** has had a **road traffic accident** covered by the motor insurer;
8. Any cancelled repatriation as a result of **you** or the **driver** failing to leave keys for the **vehicle**, **caravan** or **trailer** or keys for any roof box with the **vehicle**, **caravan** or **trailer**; or
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.

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** which cannot be driven as a result of a **breakdown** or **road traffic accident** except where the **road traffic accident** is covered by a motor insurance policy. If the **vehicle** has been in a **road traffic accident** that is covered by a motor insurance policy, **we** will follow **your** insurers' decision on whether to have it repatriated. The 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** cannot be repaired by the

driver's planned return date to the **territory**, and not as a result of any other request.

If the **vehicle** is **beyond commercial economical repair**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of 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** and any **caravan** or **trailer** is to be repatriated and has been fitted with a roof box or bicycle rack, the **driver** must remove it and place it inside the **vehicle**, **caravan** or **trailer**, if possible. If the **driver** 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** or the **driver** may be required to collect the **vehicle**, **caravan** or **trailer**. If a **vehicle** and any **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 E will not cover any **vehicle**, **caravan** or **trailer** or their contents during transit.

SECTION E9: 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 E8.

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section E2, the **vehicle** cannot be repaired by the planned return date to the **territory** and the **driver** and the **party** have been repatriated to **your home** under Section E3 **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 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** or the **driver** has 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 E8.

SECTION E10: Accidental damage to or loss of tent

What is covered

If the **driver** is camping in **Europe** during a **journey** during the **period of cover** and the **driver's** tent is damaged accidentally making it unusable or the tent is stolen, **we** will, subject to the overall Limits of cover, choose (at **our** discretion) to provide cover for the cost of either:

1. Accommodation expenses of up to £50 per person in the **party** per day for up to 3 days; or
2. A replacement tent (provided it has been authorised by **us** in advance) up to a maximum of £250.

The **driver** will need to pay these costs and **you** must **claim** them back from **us** by completing a claim form. The matter must be reported to the police within 24 hours of the tent being stolen and before contacting **us** and a written report must be obtained from the police. **You** will need to provide a copy of the police report to **us** when **you** make **your claim** under this Section. The written report must be provided to **us** within 14 days.

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. The costs of meals or any other extra costs and expenses; or
4. Any accommodation costs if **you** have alternative accommodation available for use;

SECTION E11: Customs duty indemnity

What is covered

Customs claims for import duty if the **vehicle** is **beyond commercial economical repair** as a result of a **breakdown** in **Europe** during a **journey** during the **period of cover** 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**.

General conditions for this Section E

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

1. The **driver** must make sure the **vehicle**, (including any **caravan** or **trailer** attached to it) meets all relevant laws of the countries visited during a **journey**. This particularly includes weight limits for towing;
2. **We** will require the **driver's** credit card details if **we** arrange a service for the **driver**, which is not covered by the **RAC Breakdown Cover** or if it exceeds the limit set for each benefit;
3. 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** or the **driver** in a currency other than GBP and which are recoverable from **us** under this Section E, will be converted to GBP at the exchange rate used by **your** or the **driver's** 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);
4. Eligible persons: **drivers** must be a permanent resident in the **territory** during the **period of cover**; and
5. The **vehicle** must be maintained in accordance with the manufacturer's recommended service standards.

General exclusions for this Section E

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

1. If the **driver** fails 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 the **driver** or passengers 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 the **driver** to transport a motorcycle is also excluded from cover under this Section E;
 - b. The provision of replacement caravans, trailers, convertibles, any specific car type or model, specially adapted vehicles or vehicles with a tow bar, roof rack or automatic gearbox; or
 - c. **We** cannot guarantee the hire of minibuses, motorhomes or vans;

Please note **your** cover under this Section E 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**. The **driver** is responsible for the care of these items at all times;
6. Any **breakdown** or **road traffic accident** caused directly or indirectly by running out of oil or water or from frost damage, rust or corrosion;
7. Any **claim** which **you** or the **driver** could make under any other insurance policy. If the value of the **claim** is more than the amount **you** or the **driver** can get from any 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 E;

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 the **driver's** cost, or must be referred to the **vehicle's** motor insurer;
9. Cost of relaying any urgent message not arranged through **us**.
10. Any travel outside the **territory** and **Europe**;
11. 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 the **driver** 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 the **driver's** risk and the **driver** 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 the **vehicle**. If the **vehicle** doesn't have a serviceable spare tyre, General exclusion 17bi will apply. Where the **vehicle** is not provided with a spare tyre **we** will recover the **vehicle** to a local repairer.

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

General conditions

The following conditions apply to all of this **RAC Breakdown Cover**. If **you** or any **driver** does not comply with these conditions **we** may not be able to provide cover under **RAC Breakdown Cover** and **we** may cancel this **RAC Breakdown Cover**.

1. **You** must pay the **premium** for this **RAC Breakdown Cover** and any applicable taxes by the due date set out in the **motor breakdown certificate** or this **RAC Breakdown Cover** may be cancelled in accordance with the cancellation provisions in Section **RAC Breakdown Cover** cancellation.
2. Any **claim** for a reimbursement of payments made must be accompanied by proof that such payment has been made before **we** will reimburse **you**, for example a receipt or invoice relating to the payment;
3. The **vehicle** must be registered at **your home**.
4. A **driver** that can legally drive the **vehicle** 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** arrives at the **breakdown**. If **they** are not, **we** will not provide any service related to the **breakdown**;
5. 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;
6. If **we** provide an onward transportation service for the **driver** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** or the **driver's** 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;
7. **We** will attend a **breakdown** at the **drivers** request in good faith. By making a request for service under the terms of this **RAC Breakdown Cover** **you** or the **driver** confirm that the **driver** and **your vehicle** comply with all legal requirements;
8. Each **driver** must be authorised by **you** to be driving the **vehicle** and be a permanent resident in the **territory**. If not, **we** will not be able to provide any service related to the **breakdown**; and
9. The **driver** must be able to prove the **vehicle's** eligibility by producing the valid **motor breakdown certificate** applicable to the **vehicle** **they** are driving.

Upon request from **us**, the **driver** 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 the **driver** is unable to provide **us** with such proof, if the **driver** does 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 **RAC Breakdown Cover** relating to that **vehicle**. This means **we** may decline the **claim**. The **driver** must also tell **us** if **they** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**. If the **driver** does not do so, **we** reserve the right to refuse to provide any service under this **RAC Breakdown Cover** if required as a result of such a **breakdown**.

General exclusions

The following exclusions apply to all of the sections of this **RAC Breakdown Cover**. **RAC Breakdown Cover** does not cover:

1. Any **breakdown** or request for service occurring within the first 24 hours of **you** joining **RAC Breakdown Cover**, however this 24 hour exclusion period will not apply on renewal of **RAC Breakdown Cover**. For Section A, **we** will attend the **vehicle** and provide cover within the first 24 hours, but only where the **vehicle** had not **broken down** prior to **you** joining **RAC Breakdown Cover**;
2. Attendance following a **road traffic accident** in the **territory**. If a **driver** has 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 (in the **territory**), theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** or a **driver** would like **us** to recover the **vehicle** following one of these incidents **we** may be able to assist for an additional charge;
4. Assistance in a medical emergency;
5. Any **vehicle** that is already at a garage or other place of repair;
6. Servicing or assembly of a **vehicle**;
7. **Vehicles** which have **broken down** as a result mis-fuelling. **We** will not repair the **vehicle** including but not limited to draining or removing the fuel under **RAC Breakdown Cover**. **We** may be able to drain and remove the fuel for an additional cost. **We** will only recover the **vehicle** to a garage (within 10 miles of the **breakdown** in the **territory**). **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 a **driver** or **we** do not have permission to access;
9. **Vehicles** which have **broken down** as a result of taking part in any motorsport, motor racing, rallies, runs, timed events or other competitive events (including, without limitation, rallies or stock car racing) or activities which take place off the public highway and is not subject to the normal rules of the public highway. **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 the **driver** 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** or **RAC contractor** 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 cost 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 **RAC** agreement to this **RAC Breakdown Cover**. To receive any services or benefits under this **RAC Breakdown Cover**, the **driver** must have reported the **breakdown** against this **RAC Breakdown Cover**;
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 not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
 - ii. of towing the vehicle if the tow distance exceeds 10 miles and the cost of providing a temporary solution in

- c. order for the driver to reach a garage to get the tyre replaced;
- d. relating to a **driver** having failed to carry or having misused any equipment provided by the **vehicle** manufacturer for the purposes of removing the **vehicle** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
- e. relating to repairs to or replacement glass in the **vehicle**. **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. The **driver** 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;
- f. relating to the keys to a **vehicle** being lost, stolen, or locked in the **vehicle**. **We** may be able 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 the **driver** 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. relating to the keys to a **vehicle** being broken. **We** may be able 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** or the **driver** 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;
- h. for **vehicle** storage charges unless otherwise expressly included in the relevant Section; or
- i. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under **RAC Breakdown Cover** and the cost of any return ferry crossings and/or toll fees of the recovery **vehicle**;
- 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 **RAC Breakdown Cover**. 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** or a **driver may** have for death or personal injury);
- 19. **We** will not provide any service under **RAC Breakdown Cover** 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 the **driver** being affected by intoxicating liquors or drugs.

- f. attempting to obtain a service under **RAC Breakdown Cover**; or
- g. 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 **you** 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 **you** or the applicable **driver** at the next renewal, if **you** wish to continue **RAC Breakdown Cover** with **us**;
2. Refuse to provide any services to **you** or the applicable **driver** under this **RAC Breakdown Cover** with immediate effect; and
3. Immediately cancel this **RAC Breakdown Cover** in accordance the cancellation provisions.
- 4.

We will notify **you** 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 **RAC Breakdown Cover** will be cancelled immediately and all **claims** forfeited and **we** may also take any of the additional steps as set out above.

Renewal of RAC Breakdown Cover

A new **RAC Breakdown Cover** policy may be issued when **you** renew **your** existing associated motor insurance policy.

RAC Breakdown Cover cancellation

Your right to cancel

You are entitled to cancel **RAC Breakdown Cover** within the first 14 days following the **start date** or the date **you** receive this policy booklet, whichever happens later. **RAC Breakdown Cover** will be cancelled with immediate effect. **Your broker** will refund **your premium** in full unless **you** or a **driver** has made a **claim** within this period. If a **claim** has been made during this period no refund will be given. Cancellations must be made by contacting **your broker**.

At any time after the 14 day cooling off period referred to above, **you** may cancel **RAC Breakdown Cover** upon giving not less than 30 days' notice. Cancellations must be made by contacting **your broker**. **RAC Breakdown Cover** will be cancelled with effect from the expiry of the 30 day notice period. There will be no refund of **premium**.

Where **you** cancel **RAC Breakdown Cover**, **your broker** will request settlement of any outstanding **premium** or charges for services provided. If such sums are not settled following **our** debt collection process, **your broker** may take legal action and **we** may refuse to accept **your** custom in the future.

Our right to cancel

If any **premium** for **RAC Breakdown Cover** is not paid by the applicable due date for payment, **your broker** will notify **you** in writing. If any payments of **premium** due are not made within 30 days of the original applicable due date, **your broker** may cancel **RAC Breakdown Cover** with effect from the missed due date for payment; **Your broker** may cancel **RAC Breakdown Cover** in the event of misuse of **RAC Breakdown Cover** as set out in the general conditions. In the event that **we** decide to cancel **RAC Breakdown Cover**, **your broker** will notify **you** in writing and **RAC Breakdown Cover** will be cancelled with immediate effect; Where **your broker** cancel **RAC Breakdown Cover** **we** will not refund any **premium**.

If **RAC Breakdown Cover** is cancelled for any reason, the **vehicle** will no longer be covered by the **RAC** under **RAC Breakdown Cover**.

Changes to your details

You must notify **your broker** immediately if **you** want to amend any details relating to **RAC Breakdown Cover** including any change of address and any change to any **vehicle** to be covered under **RAC Breakdown Cover**. If necessary, **you** will be sent a revised **motor breakdown certificate** reflecting the changes made to **your** details.

All communications from the **RAC**, **your broker** or **our** representatives shall be deemed duly sent if sent to **your** last known address.

Changes to RAC Breakdown Cover terms and conditions

We can make changes to **RAC Breakdown Cover** terms and conditions at any time:

Misuse of RAC Breakdown Cover

You and each **driver** 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 **RAC Breakdown Cover** 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 the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under **RAC Breakdown Cover**;
 - d. providing false information in order to obtain a service that would not otherwise be covered under **RAC Breakdown Cover**;
 - e. knowingly allow, or not take reasonable care to prevent, someone not covered by **RAC Breakdown Cover**

1. To respond proportionately to changes in general law in the **territory** 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 **RAC Breakdown Cover** terms and conditions clearer and fairer to **you**.

Any change to **RAC Breakdown Cover** terms and conditions (together with the reasons for such changes) will be notified to **you** at least 21 days in advance of the date that the change is due to take effect. **We** recommend **you** notify any **driver** that is affected by the change.

If the change disadvantages **you** or any **driver**, **you** may cancel **RAC Breakdown Cover** immediately by contacting **your broker**. **You** will be entitled to a refund of the **premium** paid subject to a deduction for the period from the **start date** to the effective date of cancellation of **RAC Breakdown Cover**. This will be calculated (daily) on a pro-rata basis.

How to contact us

General enquiries

For general enquiries about **RAC Breakdown Cover**, including changes to the cover under **RAC Breakdown Cover** and renewals please contact **your broker**.

If **you** contact **your broker** in writing please provide **your** full name, contact telephone number, **RAC Breakdown Cover** number and, where applicable, the **vehicle** registration number. Please be prepared to provide the same information if **you** call **your broker**. If **you** have any problems reading this policy booklet **you** can contact **your broker** 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** or any **driver** under **RAC Breakdown Cover** 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:

1. Call **our** customer care number on: 0330 159 0360; or
2. Write to **us** at:
Breakdown Customer Care, RAC Motoring Services,
Great Park Road, Bradley Stoke, Bristol BS32 4QN; or
3. Email **us** at:
breakdowncustomercare@rac.co.uk

If **you** contact **us** in writing, by calling **us** or by email please provide **your** full name, contact telephone number, **RAC Breakdown Cover** number and the **vehicle** registration number. Using this complaints procedure will not affect **your** legal rights.

If **you** are dissatisfied with any other aspect of the services provided to **you** please contact **your broker**.

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
Telephone : 0800 023 4567 or 0300 123 9 123*

The Financial Ombudsman Service will only consider **your** complaint once **you** have tried to resolve it with **us**. If **your** complaint relates to the provision of services by **us**, **you** will not be able refer **your** complaint to the Financial Ombudsman Service. Using this complaints procedure will not affect **your** legal rights.

* Call charges may apply. Please check with your telephone provider.

Financial Services Compensation Scheme

RAC Insurance Limited (in relation to Section D and E) are 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. This depends on the circumstances of the **claim**.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, by telephone on 0800 678 1000 or 0207 741 4100 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 **RAC Breakdown Cover** 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 in arranging and purchasing **your RAC Breakdown Cover** is **your broker**.

The data controller in relation to the personal data **you** supply in making a request for service or benefit or for cover under **RAC Breakdown Cover** is RAC Motoring Services (RACMS), (Registered No: 01424399, with ICO Registration Z6342667), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACMS will share the information **you** provide, together with other information, with its group companies†. RAC group companies (RACGC) will use this for administration and customer services. RACGC may 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 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 held by RACGC (for which RACGC will charge a small fee) and to correct any inaccuracies. RACGC may record telephone calls for staff training and evidential purposes.

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.

† If **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 **RAC Breakdown Cover**, **you** give **us** consent to use **your** sensitive personal data solely for the purposes for which **you** submit it.

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