Provided by the RAC

A vehicle breakdown service for cars and small vans













Contact Us...

Breakdown	0330 159 0260		
Breakdown in Europe, calling	from:		
Europe	00 33 472 43 52 55*		
French landline	0800 290 112 (freephone)		
Republic of Ireland	1 800 535 005 (freephone)		
Bringing your vehicle back to the UK after a breakdown	0330 1590 342		
Claim Form Requests from:			
UK	0330 1590 334 or europeanclaims@rac.co.uk		
Europe	0044 161 332 1040* or www.rac.co.uk/europeanclaimform		
Customer Services	Please contact your broker as shown on your schedule		
Hearing Assistance	Telephone prefix 18001 to access Typetalk or text the RAC on 07855 828282		
*Please replace the 00 at the beg	ninning with 810 when in Belarus or Russia		

Telephone charges

Please note that the **RAC** do not cover the cost of making or receiving telephone calls. Calls to the **RAC** may be monitored and/or recorded.

In Europe: Roaming charges may apply when making or receiving calls, please check with your mobile phone provider for more information. It may not always be possible for the RAC to return a call to a mobile phone.

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. Text messages will be charged at your standard network rate.

Welcome to Your Breakdown Cover from Covéa Insurance

Your Breakdown Cover consists of:

- 1. A **Breakdown** Policy one or more contracts of insurance between **you** and the insurers depending on the type of cover:
 - (a) RAC Motoring Services provides insurance for Sections A, B and C; and
 - **(b)** RAC Insurance Limited provides insurance for Section D.

A price is payable for contracts of insurance which will be made clear to **you** in advance of purchase.

A **schedule** – detailing the type of cover **you** have, the level of cover chosen, and the cost of cover. **Your schedule** will detail the price and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by **your broker** following purchase.

Please read this policy and **your schedule** to ensure the cover meets **your** needs. If **you** have any queries please contact **your broker**.

1

In the event of a breakdown

If your vehicle breaks down, please provide the RAC with

- 1. Your name
- 2. 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** are on or the nearest road junction
- 5. The number of the phone you are using
- 6. The cause of the breakdown, if you know it
- 7. Your credit card if you need additional services

If you fail to contact the RAC within 24 hours of becoming aware of a breakdown, Breakdown Cover may be refused.

Remember

Please let the RAC know if you have called the RAC but manage to get going before the RAC arrive. Cover will only be provided if the RAC arranged help, so please do not go directly to a garage or other recovery service, or otherwise approve action taken by you or on your behalf.

If you have broken down or are involved in a road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** or is involved in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as the **RAC** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

These charges will be paid back to **you** as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so the **RAC** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact the **RAC**.

Contents

Definition of words	L
Important information about your policy	
Your Cover	
Section A. Roadside	<u> </u>
Section B. Recovery	10
Section C. At Home	11
Section D. European Motoring Assistance	12
General conditions for Section D	16
General conditions	18
General information	
Additional Benefits	21
Cancellation of your Breakdown Cover	21
Misuse of Breakdown Cover	22
Renewal of Breakdown Cover	23
Changes to your details	23
Complaints	23
Financial Ombudsman Service	23
Financial Services Compensation Scheme	24
Law	24
Your Data	24

Definition of words

We don't hide behind jargon. To help you understand everything we say, here are the explanations of the key words we have used.

Any words in bold appearing throughout this Breakdown Cover have a specific meaning which are explained below.

Beyond economical repair

Where the total cost required to repair the vehicle, including any taxes, is greater than the market value of the vehicle. If the vehicle has broken down or been involved in a road traffic collision 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 collision has occurred.

Breakdown/break down/ broken down

An event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault**, flat tyres or any key related issue other than keys locked in **your vehicle**.

Breakdown Cover

Your breakdown Cover that is subject to the terms and conditions together with your schedule.

Broker

The insurance agent/broker who you purchased this **Breakdown Cover** from and whose details are shown within your documentation pack with the associated motor insurance policy.

Call-out/claim

Each separate request for service or benefit for cover under any section of this **Breakdown Cover**.

Caravan/trailer

Any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0m (23ft) long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high.

Covéa Insurance

Covea Insurance plc of 2 Norman Place, Reading, Berkshire RG1 8DA.

Driver/their/they

You or any driver as shown on your schedule of a vehicle at the time a breakdown occurs who is authorised to be driving the vehicle and is permanently resident in the territory.

Definition of words

Driver induced fault

Any fault caused by actions or omissions of the **driver** of the **vehicle**, except running out of fuel and battery failure.

Effective date

The date that **your Breakdown Cover** begins, or renews, as shown on **your schedule**.

End date

The date that **your Breakdown Cover** expires as shown on **your schedule**.

Europe

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

The address in the **UK** where **you** live permanently, as shown on **your schedule**.

Journey

A trip to **Europe** which begins and ends on return from home during the **policy period**.

Market value

The market value in the **UK**, as reasonably determined by the **RAC** 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

Any vehicle that has been modified from the manufacturer's specifications.

Passengers

The driver and up to 7 people travelling in the **vehicle**.

Planned departure date

The date when **you** intend to begin **your journey**. The **RAC** may ask for proof of this.

Policy period

The length of time for which your Breakdown Cover is in force as shown on your schedule.

Policy year

The **policy period**, from the **effective date**.

Definition of words

RAC

- For Sections A, B and C means RAC Motoring Services;
- 2. For Section D means RAC Insurance Limited:
- For Additional Services means RAC Motoring Services; and
- In each case any person employed or engaged to provide certain services on their behalf.

Road traffic collision

- for the purpose of Section D only, a traffic collision in Europe that immobilises the vehicle; and
- 2. for all other sections, means a traffic collision involving a **vehicle** within the **UK**.

Schedule

The document entitled "schedule" containing important details about your Breakdown Cover and levels of cover.

Specialist equipment

Equipment that is not normally required by RAC to complete repairs and recoveries, for example winching and specialist lifting equipment.

UK

England, Scotland, Wales, Northern Ireland, and for the purpose of **your Breakdown Cover** includes Jersey, Guernsey and the Isle of Man if **you** are a resident there;

Vehicle

The **UK** registered vehicle as shown on **your schedule** and that complies with the following specifications:

- it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 5.5m (18ft) long including a tow bar; and (c) 2.55 metres wide; or
- 2. for Section D it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b)7m (23ft) long including a tow bar; and (c) 2.55 metres wide;
- 3. It is not a motorcycles over 121cc or a mobility scooter;

You/your

The person taking out the **Breakdown Cover** as named on **your schedule**.

Important information about your policy

Your Breakdown Cover is intended to offer services relating to the breakdown of your vehicles. It meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of vehicles are met.

There are four sections of **Breakdown Cover**, these are:

- A. Roadside
- B. Recovery
- C. At Home
- D. European Motoring Assistance

Please refer to **your schedule** which sets out what level of **breakdown cover you** have chosen. The following terms and conditions apply dependent on the cover shown on **your schedule**. Please make sure this is correct.

There are general conditions that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.

All requests for service must be made directly to **RAC**.

Policy type

Your Breakdown Cover covers the vehicle shown on your schedule and if registered at your home address. The vehicle is covered whoever is driving.

Policy Period

Your Breakdown Cover will start on the effective date and end on the end date as shown on your schedule.

Limits of Cover

Cover under **your Breakdown Cover** is subject to limits on:

- 1. When a claim can be made:
 - (a) no claim is permitted under section A if the breakdown occurred prior to purchasing your Breakdown Cover;
 - (b) no claim is permitted under sections B to D within 24 hours of the initial effective date of the Breakdown Cover, nor within 24 hours of any upgrade to an upgraded section; and
 - (c) in order to make a **claim** under Section B (Recovery) the **RAC** must have first attended under Section A (Roadside).
- The number of claims that can be made per policy year whether under a particular section, or as a whole, one claim means one request for service or benefit for cover under any section of your Breakdown Cover, regardless of who makes the claim;
- 3. The amount that is covered:
 - (a) for certain types of **claim** or for certain sections, as set out in **your Breakdown Cover**.

Important information about your policy

Reimbursement

Under some sections, **you** may need to pay for the service up front and **claim** this back from the **RAC**. To do so, please visit www.rac.co.uk/reimbursementclaimform.

If **you** have any queries please contact **Breakdown** Customer care on 0330 159 0342. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. The **RAC** may ask **you** to supply original documents.

Hire Car Terms

Certain sections of your Breakdown Cover include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

What is Covered

- The RAC will try to find a hire car close in size to your vehicle, but cannot guarantee this and the RAC may offer more than one hire car;
- 2. If you are not eligible for a hire car arranged by the RAC for any reason, such as you do not meet the hire car provider's terms (e.g. you have points on your licence), and you choose to hire a car yourself, let the RAC know before you hire a car, and then provided the RAC have agreed the cost, the RAC will pay you back up to £35 per day;

 Where the RAC arrange a hire car the RAC will pay the insurance and collision damage waiver (this covers the cost of damage but you would still need to pay the excess).

What is not Covered

- The RAC will not provide any specific car type, model or accessories, including tow bars.
- 2. Any cost of:
 - (a) delivery and collection of the hire car and any fuel used; or
 - (b) fuel while using the hire car; or
 - (c) any insurance excess and additional costs.

Included Benefits

As well as the cover the **RAC** provide under Sections A to D, the **RAC** offer the following benefits provided by **RAC** Motoring Services at no additional charge to **you** and include:

- Urgent Message Relay; and
- Replacement Driver.

Additional Services

RAC Motoring Services can also offer additional services following a **breakdown** for an additional charge which will be agreed with **you** before service is provided.

Your Cover



Your Breakdown Cover includes cover for Roadside.

w	nc	ır	ıc	\boldsymbol{c}	va	red

If the **vehicle breaks down** within the **UK** more than a 1/4 of a mile from **your home**, the **RAC** will:

- Send help to repair the vehicle at the roadside. This could be a permanent or temporary repair; or
- If the RAC are unable to repair the vehicle at the roadside, the RAC will recover the vehicle and passengers to a destination chosen by the driver up to a maximum of 10 miles from the breakdown;

If the RAC recover the vehicle to a garage, the RAC will pay you back for taxi costs for passengers to continue the journey to a single destination within 20 miles.

Caravans or Trailers

If a caravan or trailer breaks down within the UK more than 1/4 mile from your home, the RAC will send help to repair the caravan or trailer at the roadside. This could be a permanent or temporary repair.

What is not covered

- 1. The cost of any parts;
- The fitting of parts, including batteries, supplied by anyone other than the RAC;
- 3. Any **breakdown** resulting from a fault that the **RAC** have previously attended and:
 - (a) the original fault has not been properly repaired; or
 - **(b)** the advice given to **you** after a temporary repair has not been followed;
- 4. Recovery for caravans or trailers if the caravan or trailer breaks down.

Your Cover



Please refer to **your schedule** which sets out whether **your Breakdown Cover** includes cover for Recovery.

What is covered	What is not covered
If the RAC are unable to repair the vehicle under Section A (Roadside), the RAC will recover the vehicle from the breakdown location to: 1. A local garage; or 2. A single destination chosen by the driver within the UK. For long distances the RAC may use more than one recovery vehicle. Please note: recovery must be arranged with the RAC while they are at the scene.	 Please see the "What is not Covered" part of Section A (Roadside), which also applies here; Tyre faults where the vehicle is not carrying a serviceable spare tyre, the tyre repair equipment provided by the vehicle's manufacturer or a locking wheel nut; A second recovery owing to the intended original destination being closed or inaccessible.

Your Cover



Please refer to **your schedule** which sets out whether **your Breakdown Cover** includes cover for At Home.

What is covered	What is not covered
The RAC will provide the same cover as the "What is Covered" part of Section A (Roadside)	Please see the "What is not Covered" part of Section A (Roadside), which also applies here.
and if your vehicle breaks down at, or within a 1/4 of a mile of, your home .	Please refer to your schedule which sets out whether your Breakdown Cover includes cover for At Home.

Your Cover



Section D.

European Motoring Assistance

Please refer to **your schedule** which sets out whether **your Breakdown Cover** includes cover for European Motoring Assistance.

Limits of cover

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

What is covered	What is not covered
Section D1: Onward travel in the UK If the RAC attend a breakdown under Section A (or C) and cannot fix the vehicle by your planned departure date and you are within 24 hours of your planned departure date the RAC will arrange a hire car for the continuation of your journey up to 14 consecutive days or until the vehicle has been fixed if sooner and one person will be transported to their nearest hire car supplier to collect the vehicle.	Requests following a road traffic collision.
Section D2: Roadside assistance in Europe If the vehicle breaks down or is involved in a road traffic collision in Europe during a journey, the RAC will send assistance to either: 1. Repair the vehicle at the roadside. This could be a permanent or temporary repair; or 2. If the RAC are unable to repair the vehicle at the roadside, they will: (a) recover the vehicle and passengers to a local garage for fault diagnosis on the vehicle; (b) pay for the initial fault diagnosis to find the next course of action; (c) contribute towards the garage labour charges up to £150; (d) help you purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and (e) relay any urgent messages from the driver to a contact of their choice.	1. Repair costs, including garage labour charges: (a) if the vehicle was in a road traffic collision; or (b) if the vehicle repair costs will be more than its market value. 2. The costs of any parts. Note: By claiming under this section you are authorising the RAC and the garage to undertake fault diagnosis.

Your Cover

Section D. European Motoring Assistance

What is covered

Section D3: Onward travel in Europe

If the vehicle has a breakdown or you are involved in a road traffic collision during a journey in Europe and the RAC establish that the repairs cannot be completed within 12 hours, the RAC will help the driver by making arrangements for the passengers to continue the journey. The driver can choose either:

- 1. Alternative transport; or
- 2. Additional accommodation expenses.

1. Alternative transport

- A hire car as a replacement until the vehicle has been fixed, up to £125 per day and £1.500 in total: or
- A standard class ticket up to £125 per person per day and £1500 in total for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

The RAC will arrange and pay for additional accommodation expenses if you are unable to use your pre-arranged accommodation up to £30 per person per day up to a maximum of £500 for all passengers.

What is not covered

Accommodation where the **driver** has suitable alternative accommodation that can be used. Cover under this section will stop once:

- 1. The **vehicle** has been repaired to a roadworthy condition; or
- 2. The decision to bring the vehicle home is made by the RAC or your motor insurer; or
- Once the RAC establish that the repair costs to the vehicle exceed its market value

Once the **driver** is notified of cover ending, if **they** have a hire car, it must be returned to the place agreed with the **RAC** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with the **RAC** first and pay for it.

Getting your passengers home

The **RAC** will provide alternative transport as above to get the passengers back home if:

- 1. The **vehicle** is brought back home under Section D4; or
- Once the RAC establish that the repair costs to the vehicle exceed its market value under Section D4.

Your Cover

Section D. European Motoring Assistance

What is covered

Section D4: Getting your vehicle home

If the RAC attend a breakdown or a road traffic collision in Europe under Section D2 and the vehicle cannot be repaired before the drivers planned return to the UK, the RAC will arrange and pay for:

- Recovery of the vehicle to a single destination of the drivers choice within the UK: and
- Storage charges for the vehicle whilst awaiting the vehicle to be returned to the UK: or
- If the vehicle is repaired in Europe, the cost of one person to travel to collect the vehicle by standard class rail or air fare and public transport and a contribution towards room only accommodation up to £30 per day;
- 4. If the cost of repairing the vehicle is greater than its market value as a result of a breakdown and it has to be disposed of abroad under Customs supervision, the RAC will pay the cost of the import duty;
- 5. Reimbursement for a hire car in the UK once the RAC have brought passengers home under Section D3 until the vehicle is brought back to the UK, up to £40 per day and up to £120 in total:

The **RAC** will take the **passengers** in the **vehicle** home under Section D3 (Onward Travel in Europe).

It is the RAC's decision whether to get the broken down vehicle home or have it repaired locally. The RAC will follow your motor insurer's decision whether to get the vehicle home or have it repaired locally following a road traffic collision covered by your motor insurance.

What is not covered

- 1. Any costs:
 - (a) if the vehicle is beyond economical repair;
 - (b) covered under your motor insurance;
 - (c) relating to storage once you have been notified that the vehicle is ready to collect; and
 - (d) relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
- 2. The RAC will not take the vehicle back home if:
 - (a) the vehicle is roadworthy; or
 - (b) a customs officer or other official finds any contents in your vehicle that are not legal in that country;
- Any import duties not relating to the vehicle, for example relating to items carried in the vehicle:
- **4.** The **RAC** will not cover the costs of fuel, insurance or meals:
- 5. The RAC will only cover costs under this section up to the market value, so if you want the RAC to bring the vehicle home and the costs of bringing the vehicle home exceed this amount you will need to pay any costs above this amount before the RAC make arrangements.

Important

 Following authorisation by the RAC, it can take up to 14 working days for the vehicle to be delivered back to the UK. At busy times and from some countries it may take longer.

If the RAC do not bring the vehicle back to the UK, you will have 10 weeks in which to advise the RAC of how you wish to recover or dispose of it. If you do not contact the RAC within 10 weeks the RAC will dispose of it as they choose.

Your Cover

Section D. European Motoring Assistance

What is covered	What is not covered
Section D5: Vehicle break-in emergency repairs Before claiming under this section the break-in must be reported to the police within 24 hours in order to obtain a written report. If the vehicle suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a breakdown the RAC will pay you back, up to £175 for: 1. immediate emergency costs incurred in order to continue the journey: or 2. the costs of recovering the vehicle to a local repairer to ensure the vehicle is secure and roadworthy.	1. The cost of any parts; or 2. Any benefits under any other section of your Breakdown Cover.
Section D6: Replacement Driver If the driver suddenly or unexpectedly falls ill during the journey in Europe, meaning they are unable to drive, the RAC will provide a replacement driver to allow the journey to continue or return home. The RAC will require written confirmation from the treating hospital or medical expert that the driver is unable to drive.	 If there is another qualified driver who is a passenger and who is fit and legally able to drive the vehicle. Any benefits under any other section of your Breakdown Cover.

General conditions for Section D

- The RAC will not cover any call-out for any repairs to a vehicle which are not essential in order to continue the journey;
- Any claim which the driver could make under any other insurance policy. If the value of the call-out is more than the amount which can be recovered under another policy the RAC may pay the difference, subject to the limits as set out in your Breakdown Cover;
- You must make sure the vehicle meets all relevant laws of the countries visited during a journey;
- 4. How the exchange rate is calculated:
 - (a) Any costs incurred directly by the RAC in a currency other than GBP will be converted to GBP at the exchange rate used by them at the time;
 - (b) Costs incurred by you in a currency other than GBP which are recoverable will be converted to GBP either:
 - (i) at the exchange rate used by **your** credit or debit provider; or
 - (ii) at the exchange rate used by the RAC when your claim form is received if you paid in cash;
- The RAC will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between you and the garage / repairer.

- 6. When a hire car, taxi, hotel or similar benefit is arranged under your

 Breakdown Cover, the RAC will always try to find a suitable option that is available at the time, however:
 - (a) the RAC are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - (b) for hire cars, whilst reputable companies are used, the RAC are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
- 7. If, following a breakdown, the vehicle needs to be repaired, you must not delay or refuse repairs whilst you are in Europe. If you do, and in the reasonable opinion of the RAC that would lead to additional costs being incurred, the RAC reserve the right to refuse to provide cover under Section D3 (Onward travel in Europe) or Section D4 (Getting your vehicle home);
- 8. If you breakdown or the road traffic collision is caused by flooding brought about by adverse weather the RAC will only arrange for the vehicle to be taken to a local repairer. All further service will be an additional cost paid by you, or must be referred to the vehicle's motor insurer;

General conditions for Section D

9. In handling breakdown call-outs there may be more than one option available to you under your Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in breakdown situations. In doing so the RAC will act in consultation with you, and act reasonably at all times;

10. Your Breakdown Cover does not cover:

- (a) vehicle storage charges, other than under Section D4;
- (b) call-outs if you are not carrying a serviceable spare tyre provided by the manufacturer:
- (c) the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans:
- (d) overloading of a vehicle under the laws in any country in which the vehicle is travelling;
- (e) breakdowns or road traffic collisions caused by running out of oil or water, frost damage or rust or corrosion.

General conditions

The following conditions apply to all sections of **your Breakdown Cover**. If **you** do not comply the **RAC** can refuse cover and/or cancel **your Breakdown Cover**.

- You must pay the full price of your breakdown policy.
- You must request services directly from the RAC as cover will only be provided when they make arrangements to help you.
- 3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your Breakdown**. **Cover** will not cover this.
- 4. The RAC will not cover any claim where the vehicle is already at a garage or other place of repair.
- 5. Where the RAC deem, acting reasonably, that you requested service to avoid the cost of repairing the vehicle, or to correct an attempted repair by someone else, the RAC will not provide cover.
- **6.** A **driver** must be with the **vehicle** when the **RAC** attend.
- 7. You are responsible at all times for the care of your personal belongings,

- valuables, luggage and goods in or on a **vehicle**. The **RAC** will not be responsible for any loss of or damage to them.
- 8. Where the RAC recover passengers under the age of 16, they must be accompanied by an adult.
- 9. The RAC will not allow animals in their vehicles, except guide dogs. Any animals can remain in the vehicle at the driver's own risk. The RAC will not be liable for any injury to animals, or damage caused by them. The RAC will not transport any livestock. The RAC will not be responsible for any costs relating to animals.
- 10. The vehicle must not carry more passengers than the number stated in the vehicle's registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
- 11. Where the RAC provide a repair to the vehicle, whilst the RAC are responsible for that repair, this does not mean that the RAC are confirming the legal and roadworthy condition of the vehicle. This remains your responsibility.
- 12. The RAC will not be responsible for any losses that may incur following a breakdown that are not expressly covered by your Breakdown Cover. For example, the RAC will not pay for any loss of earnings or missed appointments.

General conditions

- 13. The RAC do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst the RAC will try to check that the garage will undertake the type of repairs required, the RAC cannot guarantee this. The RAC will not take responsibility for repairs carried out at any garage and the contract for such repairs will be between you and the garage / repairer.
- 14. During extreme weather, riots, war, civil unrest, industrial disputes, the RAC's services can be interrupted. They will resume their service to you as soon as they can in these circumstances.
- **15.** The cost of the following is not covered by **your Breakdown Cover**:
 - (a) specialist equipment;
 - (b) tolls, ferries or congestion charges for the vehicle and the RAC's vehicle;
 - (c) any damage to glass even if the damage means the vehicle cannot be legally or safely driven. The RAC will arrange transport to a local garage so you can arrange to get the vehicle fixed but you will have to pay for this;
 - (d) spare tyres and wheels and repairing or sourcing them; or
 - (e) recovery by someone other than the RAC even if this is requested by the emergency services.

- (f) the RAC will only provide recovery once instructed to do so by the emergency services.
- 16. In handling any claim there may be more than one option available to the driver under your Breakdown Cover. The RAC will decide which is the most appropriate option based on the expertise of the RAC in breakdown situations. In doing so they will act in consultation with the driver, and act reasonably at all times.
- 17. The vehicle must be privately owned and only used for any business use other than hire and reward and/or courier services.
- 18. Your Breakdown Cover does not cover:
 - (a) routine servicing, maintenance or assembly of the vehicle;
 - (b) caravan or trailers, except as described under Section A:
 - (c) use of your vehicle for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
 - (d) breakdowns resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
 - (e) breakdowns that occur off the public highway to which the driver or the RAC have no legal access;

General conditions

- (f) the vehicle if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
- (g) vehicles that are not in a roadworthy condition. If the RAC consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, they can refuse to provide service.
- (h) if you can demonstrate that the vehicle is roadworthy the RAC will provide service;
- (i) any **claim** that is or may be affected by the influence of alcohol or drugs;
- (j) any breakdown that is caused by or as a result of vehicle theft or fire; or
- (k) any claim under your Breakdown Cover where the breakdown was first reported to the RAC under a different policy.
- 19. If the driver is asked to review and approve a document recording the condition of the vehicle, including an electronic form, it is their responsibility to make sure that the record is accurate and complete, and the RAC will not be responsible for any errors or omissions.

Additional Benefits

The following are provided at no additional charge:

Service in the Republic of Ireland

If the **vehicle** has **broken down** in the Republic of Ireland, the **RAC** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), the **RAC** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent message relay

If the **vehicle** has **broken down** and the **driver** needs to get in touch with friends and family urgently, the **RAC** will get a message to them.

Replacement driver

If the **driver** becomes ill during a journey in the **UK** and no one within the party can drive the **vehicle**, the **RAC** may be able to provide a replacement driver. This service is discretionary, and the **RAC** will decide whether or not to provide this service.

Additional services

The RAC can provide additional services that are not included in your Breakdown Cover but they will charge you for these, for example to:

 Purchase the parts you need to get on your way;

- **2.** Pay for **specialist equipment** to complete the repairs;
- 3. Extend the hire time for a replacement car:
- 4. Arrange a second or extended recovery; or
- 5. Attend a mis-fuel event.

If you need extra help, the RAC will agree the costs up front and will need full payment before they can help. If you took out the Breakdown Cover, you will be responsible for any additional charges so if the RAC help someone under your Breakdown Cover and they cannot pay, the RAC will invoice you. This is why the RAC request proof of identity at the breakdown.

Cancellation of your Breakdown Cover

Your right to cancel

You can cancel your Breakdown Cover within the cooling off period, being 14 days from the later of:

- 1. the effective date; or
- the date you receive your Breakdown Cover documents.

If you do this, Covéa Insurance will cancel your Breakdown Cover with immediate effect from the day you request it and will refund the price you paid in full unless a claim has been made within this cooling off period.

At any time after the 14 day cooling off period referred to above, you may cancel your Breakdown Cover. Cancellations must be made by contacting your broker. Breakdown Cover will be cancelled with immediate effect. You will receive a pro-rata refund of the price you paid if no claims have been made. If any claims have been made then no refund will be given.

Our right to cancel

- If the price of your Breakdown Cover is not paid, Covéa Insurance will notify you and your Breakdown Cover may be cancelled; and
- Covéa Insurance may cancel the Breakdown Cover in the event of misuse of your Breakdown Cover and there will be no refund.

Where the **RAC** cancel **your breakdown cover you** will not receive a refund.

Misuse of Breakdown Cover

Each driver must not:

- Behave inappropriately towards the RAC, including acting in a threatening or abusive manner, whether verbally or physically;
- 2. Persuade or attempt to persuade the RAC into a dishonest or illegal act;
- Omit to tell the RAC important facts about a breakdown in order to obtain a service;

- Provide false information in order to obtain a service;
- Knowingly allow someone that is not covered by your Breakdown Cover to try and obtain a service under your Breakdown Cover;
- 6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, the **RAC** may:

- Restrict the cover available to you at the next renewal:
- 2. Refuse to provide any services to you under your Breakdown Cover with immediate effect;
- 3. Immediately cancel your Breakdown
 Cover: and
- 4. Refuse to sell any **Breakdown Cover** or services to **you** in the future.

The RAC may also take any of the additional steps as set out above if any claim is found to be fraudulent in any way. Your Breakdown Cover will be cancelled with effect from the date of the fraudulent act, and the fraudulent claim forfeited, you will not receive any refund. The RAC will notify you in writing if they decide to take any of the above steps.

Renewal of Breakdown Cover

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

Changes to your details

You must let your broker know immediately if you need to change anything on your Breakdown Cover.

Your broker can be contacted as shown on your schedule.

If you change your vehicle you must call your broker to update your details. If you do not, you may not be covered.

The RAC will not change your Breakdown Cover into someone else's name. If you cancel your Breakdown Cover for any reason, the whole Breakdown Cover will be cancelled and the vehicle on your Breakdown Cover will no longer be covered.

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

Complaints

The RAC are committed to providing excellent service. However, the RAC realise that there are occasions when you feel you did not receive the service you expected. If you are unhappy with the services relating to your Breakdown Cover such as services at or following a breakdown, or the included benefits please contact the RAC as follows:

Breakdown related Complaints

Phone: 0330 159 0342

In writing:

Breakdown Customer Care RAC Financial Services Limited

Great Park Road Bradley Stoke Bristol BS32 40N

Email: breakdowncustomercare@rac.co.uk

Sales and administration Complaints

Please refer to **your broker** as shown on **your schedule**.

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: http://ec.europa.eu/consumers/odr/. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send your complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.

Financial Ombudsman Service

In the event that the RAC 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:

Phone: 0800 023 4567 or 0300 123 9123

In writing:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Email:

complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

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

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

Financial Services Compensation Scheme

RAC Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant sections of cover, **you** may be entitled to compensation from the FSCS.

Further information about FSCS arrangements is available from the FSCS website www.fscs.org.uk, 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 **your Breakdown Cover** is not covered by the FSCS.

Law

The parties are free to choose the law applicable to **your Breakdown Cover**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including **your Breakdown Cover** and **your schedule** and other information relating to this contract will be in English.

Your Data

Data protection statement

For the purposes of the UK Data Protection Laws that apply from time to time, the data controller in relation to the personal data **you** and/or **your broker** supplies to the **RAC** is RAC Motoring Services (RACMS). This enables **your broker** to provide **you** with a quotation, for **you** and the **RAC** to enter into a contract for **RAC Breakdown Cover**, in making a request for service or benefit, and for administering the **RAC Breakdown Cover**.

RACMS (Registered No: 01424399)
Registered Office is RAC House, Brockhurst
Crescent, Walsall, WS5 4AW. **You** can contact
the Data Protection Officer for RACMS by
emailing dpo@rac.co.uk or writing to the Data
Protection Officer, RAC House, Great Park
Road, Bradley Stoke, Bristol BS32 4QN.

RACMS obtains **your** personal data from **your broker** when **your broker** provides RACMS for the purposes set out below. RACMS also obtains **your** personal data when **you** contact the **RAC** directly in relation to **your RAC**

Breakdown Cover. Please be aware that the **RAC** may record telephone calls for staff training and evidential purposes.

The categories of **your** personal data that the **RAC** obtain about **you** are:

- name;
- policy number;
- vehicle registration number;
- vehicle manufacturer;
- vehicle model;
- DVLA date of vehicle first registration;
- · contact details;
- vehicle location data; and
- in very limited circumstances, certain sensitive personal data, including information on health and wellbeing, that you provide the RAC from time to time.

RACMS processes **your** personal data for the following purposes and its other legitimate interests in order to:

- provide you with a quote for cover;
- provide you with a contract for cover;
- fulfil your contract for cover;
- administer your RAC Breakdown Cover; and
- contact you to provide you with the services that form part of your RAC Breakdown Cover

In most cases, processing the above information is necessary for the performance of a contract to which **you** are party or in order to produce a quotation at **your** request prior to entering into a contract. The **RAC** may also process information to comply with a legal obligation, or where the processing is necessary for the purposes of the RAC's legitimate interests, for example to reduce the risk of payment default and fraudulent abuse or to undertake research and statistical analysis.

RACMS may use **your** personal data to make automated decisions to calculate, evaluate or predict the performance of **your RAC Breakdown Cover**. If **you** have any concerns regarding the outcome of these checks, please let RACMS know.

Please note that, if you do not provide your personal data, the RAC will be unable to provide you with the RAC Breakdown Cover you are requesting, as well as services related to administering your RAC Breakdown Cover.

RACMS will share the personal data **you** provide with its group companies†. **RAC** group companies (RACGC) will use this for administration and customer services. RACGC may disclose **your** personal data to the **RAC's** service providers and agents for these purposes.

RACGC retains **your** personal data for so long as is necessary for the **RAC** to process **your** personal data for the purposes and legitimate interests set out above.

RACGC may transfer your personal data 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 the RAC, or that RACGC enter into at your request, in your interest. In the event that RACGC transfers your personal data outside of the European Economic Area for any other reason, it shall ensure that appropriate and approved data transfer clauses or certification mechanisms are in place with the relevant recipient of your personal data.

When you give the RAC personal information about another person, you confirm that they have authorised you to act for them, that you have their consent to act on their behalf (for example, under a power of attorney) and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

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.

You have a number of rights in relation to your personal information that you can choose to exercise at any time. This includes your right to:

- access information the RAC process about you to obtain a copy of the data as well as receive supplementary information;
- object to the RAC using particular information or using it in a particular way.
 You can let the RAC know that you object to it and the RAC will consider whether your request can be granted;
- rectify inaccurate information, which in most cases you can do this simply by getting in touch with your broker;
- erase your data if the RAC no longer have a legitimate basis for processing it;
- port data to another data controller or to you in a structured, commonly used and machine readable format.

The RAC have provided a basic overview of those rights above, but if **you** would like to find out more or exercise any of these rights **you** can contact the **RAC** Data Protection Officer on the contact details shown at the top of this privacy notice.

In addition to the rights set out above **you** have the right to raise a privacy complaint with the Information Commissioner's Officer (ICO). The ICO will usually require **you** to have approached RACMS first to try to resolve the matter.

+ If **you** would like a list of all **RAC** group companies, please write to or email the Data Protection Officer.

Notes

Notes

Notes



Your Breakdown Cover Provided by the RAC



0330 221 0444



www.coveainsurance.co.ul



Covéa Insurance Norman Place Reading RG1 8DA

This policy is underwritten by RAC Motoring Services (registered in England No. 01424399) and/or RAC Insurance Limited (registered in England No. 2355834) both with registered office of RAC House, Brockurst Crescent, Walsall WS5 4AW

RAC Motoring Services are regulated by the Financial Conduct Authority No. 310208

RAC Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 202737

Covea Insurance plc

Registered Office: Norman Place, Reading, Berkshire, RG1 8DA Registered in England and Wales No. 613259 Authorised by the Prudential Regulation Authority and regulated

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority No. 202277



