BREAKDOWN COVER PROVIDED BY RAC

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POLICY WORDING - JANUARY 2025



HELPLINES

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BREAKDOWN

Telephone: 0330 159 0260

Online: The MyRAC App The quickest and easiest way to report a breakdown. Click the logo to download.



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)

BRING YOUR VEHICLE BACK TO THE UK AFTER BREAKDOWN

0330 159 0342

CLAIM FORM REQUESTS FROM

UK: 0330 159 0334 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 beginning with 810 when in Belarus or Russia

Telephone charges

Please note that **RAC** do not cover the cost of making or receiving telephone calls. Calls to **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 **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.

IN THE EVENT OF A BREAKDOWN

If your vehicle breaks down, please provide 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 or debit card if you need additional services

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

Remember

Please let **RAC** know if **you** have called **RAC** but manage to get going before **RAC** arrive. Cover will only be provided if **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 your vehicle has broken down or has been 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, motorwa service area, or other European private motorway, **you** must use the roadside emergency telephones as **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 **RAC** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact **RAC**.

IMPORTANT INFORMATION ABOUT YOUR BREAKDOWN COVER

This **Breakdown Cover** is intended to offer services relating to the **breakdown** of **vehicles**. Based on the information provided this **Breakdown Cover** 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.

Some sections of cover are optional. The ones **you** have chosen are listed 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.

WELCOME...

to your breakdown cover from Covéa Insurance



Why not grab a cup of tea and have a quick read through to make sure you've got the right cover.

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**.

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MEANING OF KEY 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/breaks 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, flat tyres, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any fault caused by actions or omissions of the **driver** of the **vehicle** 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 in weight;
- (b) 7 metres (23 feet) long including a tow bar;
- (c) 2.55 metres wide; and
- (d) 3 metres high.

Covéa Insurance

Covea Insurance plc A&B Mills, Dean Clough, Halifax, HX35AX.

Driver/their/they

You or any **driver** of a **vehicle** at the time a **breakdown** occurs who is authorised to be driving the **vehicle** and is permanently resident in the **UK**.

Effective date

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

Europe

The mainland countries of Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Kosovo, 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, in the Mediterranean Sea.

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 **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**.

Passengers

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

MEANING OF KEY WORDS

Planned departure date

The date when **you** intend to begin **your journey**. **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.

RAC

- 1. For Sections A, B and C means RAC Motoring Services;
- 2. For Section D means RAC Insurance Limited;
- 3. For Additional Services means RAC Motoring Services; and
- 4. 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, means 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.

Vehicle

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

- 1. it is either a car, light van or motorhome that is less than (a) 3.5 tonnes; (b) 6.4m (21ft) long including a tow bar; and (c) 2.55 metres wide; or
- 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; and
- 3. it is a motorcycle over 49cc and is not 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 vehicle. Based on the information provided this Breakdown Cover 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:

- 5. 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) **RAC** must have first attended under Section A (Roadside).
- The number of claims that can be made per policy year whether under European Motoring Assistance. One claim means one request for service or benefit for cover under any section of your Breakdown Cover, regardless of who makes the claim;
- 7. The amount that is covered for certain types of **claim** or for certain sections, as set out in **your Breakdown Cover**.

Reimbursement

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

www.rac.co.uk/reimbursementclaimform.

If **you** have any queries please contact **Breakdown** Customer Care on 0330 159 0337. Please send **your** completed **claim** form with proof of payment (such as a receipt) to Customer Services. **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

- RAC will arrange and pay for the hire cost of a replacement car whilst your vehicle is being repaired. Any replacement vehicle will be limited to a small hatchback;
- 2. If you are not eligible for a hire car arranged by 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 RAC know before you hire a car, and then provided RAC have agreed the cost, RAC will pay you back up to £35 per day;
- 3. Where **RAC** arrange a hire car **RAC** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

IMPORTANT INFORMATION ABOUT YOUR POLICY

What is not Covered

- 1. **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 **RAC** provide under Sections A to D, **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.

SECTION A - ROADSIDE

Motor Breakdown: 03301590260



SECTION A - ROADSIDE

Your Breakdown Cover includes cover for Roadside.

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

- 1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
- If RAC are unable to repair the vehicle at the roadside, 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 **RAC** recover the **vehicle** to a garage, **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 a quarter of a mile from **your home**, **RAC** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

RAC will not provide any other cover under this Breakdown Cover if a caravan or trailer breaks down. However if a vehicle breaks down and there is a caravan or trailer attached to it RAC will recover the caravan or trailer as well.

What is not covered

- 1. The cost of any parts;
- 2. The fitting of parts, including batteries, supplied by anyone other than **RAC**;
- 3. Any **breakdown** resulting from a fault that **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**.

Mis-fuelling

If the **driver** puts the wrong fuel in the **vehicle**, although this is not covered as a **breakdown** under this **Breakdown Cover**, **RAC** will arrange to recover the **vehicle** and **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown**. **You** are not entitled to benefits under any other section of this **Breakdown Cover**.

Key

If the keys are locked in the **vehicle**, **RAC** will attend and get them out if possible, but **RAC** are not liable if damage is caused to the **vehicle** in doing so. **You** are not entitled to benefits under any other section of this **Breakdown Cover**.

Tyres

If the **vehicle** needs a replacement tyre, although this is not covered as a **breakdown** under this **Breakdown Cover**, **RAC** will attend and change the tyre if there is a spare or recover the **vehicle** and **passengers** to a destination chosen by the **driver** up to a maximum of 10 miles from the **breakdown** if the **vehicle** is manufactured without a spare. **You** are not entitled to benefits under any other section of this **Breakdown Cover**.

SECTION B - RECOVERY

Motor Breakdown: 03301590260



SECTION B - RECOVERY

Your Breakdown Cover includes cover for Recovery.

What is covered	What is not covered
 If RAC are unable to repair the vehicle under Section A (Roadside), 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 RAC may use more than one recovery vehicle. Please note: recovery must be arranged with 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.

SECTION C - AT HOME

Motor Breakdown: 03301590260



SECTION C - AT HOME

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

What is covered

What is not covered

RAC will provide the same cover as the "What is Covered" part of Section A (Roadside) and if **your vehicle breaks down** at, or within a quarter of a mile of, **your home**. Please see the "What is not Covered" part of Section A (Roadside), which also applies here.

Motor Breakdown: 03301590260



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 3 **call-outs** per **policy year**, limited to 1 **call-out** per **journey** and is subject to the further limits of cover in respect of each type of cover. Each **journey** is limited to a maximum of 90 days.

What we can cover you for		What we can't cover you for			
Section DI: Onward travel in the UK		Requests following a road traffic collision .			
C) an depa your a hire	C attend a breakdown under Section A (or ad cannot fix the vehicle by your planned rture date and you are within 24 hours of planned departure date RAC will arrange a car for the continuation of your journey 14 consecutive days in total.				
 Section D2: Roadside assistance in Europe If the vehicle breaks down or is involved in a road traffic collision in Europe during a journey, RAC will send help to either: Repair the vehicle at the roadside. This could be a permanent or temporary repair; or If RAC are unable to repair the vehicle at the roadside, they will: 		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. 			
		 The costs of any parts. 			
		Note: By claiming under this section you are			
		authorising RAC and the garage to undertake fault diagnosis.			
	 (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 when the vehicle can be repaired on the same day;				
	 (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.				

What we can cover you for

Section D3: Onward travel in Europe

If the **vehicle** has a **breakdown** or is involved in a **road traffic collision** during a **journey** in **Europe** and **RAC** establish that the repairs cannot be completed within 12 hours, **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) A hire car as a replacement until the **vehicle** has been fixed, up to 14 consecutive days; or
- (b) 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

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 we can't cover you for

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 **RAC** or **your** motor insurer; or
- 3. 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 **RAC** within 24 hours. The **driver** can keep the hire car for longer if **you** agree this with **RAC** first and pay for it.

Getting your passengers home

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 RAC establish that the repair costs to the vehicle exceed its market value under Section D4.

What we can cover you for

Section D4: Getting your vehicle home

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

- Recovery of the **vehicle** to a single destination of the **driver's** 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 up to £600 and a contribution towards room only accommodation up to £30 per day;
- 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, RAC will pay the cost of the import duty;
- Reimbursement for a hire car in the UK once RAC have brought passengers home under Section D3 until the vehicle is brought back to the UK, up to 1 day in total.

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

It is **RAC's** decision whether to get the **broken down vehicle home** or have it repaired locally. **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 we can't cover you for

- 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. 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. **RAC** will not cover the costs of fuel, insurance or meals;
- RAC will only cover costs under this section up to the market value, so if you want 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 RAC make arrangements.

Important

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

What we can cover you for

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 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.

Section D6: Replacement Driver

Although this is not covered as a **breakdown** under **your Breakdown Cover**, if the **driver** suddenly or unexpectedly falls ill during the **journey** in **Europe**, meaning **they** are unable to drive, **RAC** will provide a replacement driver to allow the **journey** to continue or return **home**. **RAC** will require written confirmation from the treating hospital or medical expert that the **driver** is unable to drive.

What we can't cover you for

- 1. The cost of any parts; or
- 2. Any benefits under any other section of **your Breakdown Cover**.

- If there is another qualified driver who is a passenger and who is fit and legally able to drive the vehicle.
- 2. Any benefits under any other section of **your Breakdown Cover**.

GENERAL CONDITIONS FOR SECTION D

- 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 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 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 RAC when your claim form is received if you paid in cash;
- 5. **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**, **RAC** will always try to find a suitable option that is available at the time, however:
 - (a) 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, 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 RAC that would lead to additional costs being incurred, 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 the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse

weather **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;

- 9. In handling breakdown call-outs there may be more than one option available to you under your Breakdown Cover. RAC will decide which is the most appropriate option based on the expertise of RAC in breakdown situations. In doing so 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, the tyre repair equipment or a locking wheel nut 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; or
 - (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 **RAC** can refuse cover and/or cancel **your Breakdown Cover**.

- 1. You must pay the full price of your Breakdown Cover policy.
- 2. You must request services directly from 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. **RAC** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
- 5. Where **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, **RAC** will not provide cover.
- 6. A **driver** must be with the **vehicle** when **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**. **RAC** will not be responsible for any loss of or damage to them.
- 8. Where **RAC** recover **passengers** under the age of 16, they must be accompanied by an adult.
- 9. RAC will not allow animals in their vehicles, except guide dogs. Any animals can remain in the **vehicle** at the **driver**'s own risk. RAC will not be liable for any injury to animals, or damage caused by them. RAC will not transport any livestock. 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.
- Where RAC provide a repair to the vehicle, whilst RAC are responsible for that repair, this does not mean that RAC are confirming the legal and roadworthy condition of the vehicle. This remains your responsibility.
- 12. 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, **RAC** will not pay for any loss of earnings or missed appointments.

- 13. RAC do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst RAC will try to check that the garage will undertake the type of repairs required, RAC cannot guarantee this. 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 or industrial disputes, **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) ferry charges for the vehicle and RAC's vehicle;
 - (c) any damage to glass even if the damage means the vehicle cannot be legally or safely driven. 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 RAC even if this is requested by the emergency services. 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. RAC will decide which is the most appropriate option based on the expertise of 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;

GENERAL CONDITIONS

- (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 **RAC** have no legal access;
- (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 RAC consider, acting reasonably, that the vehicle is not in a legal or roadworthy condition, they can refuse to provide service. If you can demonstrate that the vehicle is roadworthy RAC will provide service;
- (h) any claim that is or may be affected by the influence of alcohol or drugs;
- (i) any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
- (j) any **claim** under **your Breakdown Cover** where the **breakdown** was first reported to **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 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, **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), **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, **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**, **RAC** may be able to provide a replacement driver. This service is discretionary, and **RAC** will decide whether or not to provide this service.

Additional services

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, **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 **RAC** help someone under **your Breakdown Cover** and they cannot pay, **RAC** will invoice **you**.

This is why **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 purchase date; or
- 2. 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 any premium for your Breakdown Cover is not paid, Covéa Insurance will notify you and your Breakdown Cover may be cancelled; and
- Covéa Insurance may cancel your Breakdown
 Cover in the event of misuse of your
 Breakdown Cover and there will be no refund.

Where **RAC** cancel **your Breakdown Cover you** will not receive a refund.

Misuse of Breakdown Cover

Each **driver** must not:

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

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

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. **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.

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 Covea Insurance**, or **RAC** shall be deemed duly received if sent to **your** last known address.

Complaints

RAC are committed to providing excellent service. However, **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 **RAC** as follows:

Breakdown related Complaints

Phone: 0330 159 0337

In writing: Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN

Email: breakdowncustomercare@rac.co.uk

Sales and administration Complaints

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

Financial Ombudsman Service

In the event that **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 **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 PO Box 300, Mitcheldean. GL17 1DY

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

This section provides a summary of how **RAC** uses **your** information. For full details about RAC's use of **your** data, please visit rac.co.uk/pdfs/ businessroadside/breakdown/privacypolicy

You can contact the Data Protection Officer for **RAC** be emailing dpo@rac.co.uk or writing to Data Protection Officer, RAC Great Park Road, Bradley Stoke, Bristol BS32 4QN.

What data will RAC use?

There are three types of information about **you** which **RAC** will use to provide **your Breakdown Cover**:

- 1. **Personal data:** Information which potentially identifies **you**. This includes **your** name, address, email address, telephone number and date of birth.
- 2. Non-personal data: information about you that is not personal such as information about your vehicle.
- 3. Special category data: In very limited circumstances, RAC will collect special category data such as information relating to your health. RAC will only ask for this information when necessary and in accordance with data protection laws.

How RAC collects your data

RAC obtains **your** data from **you** when **you** contact them directly. **RAC** also obtains **your** data from **your broker** when **you** purchase this **Breakdown Cover** and/or if **you** report a new **claim** to **your broker** in relation to this **Breakdown Cover**.

How RAC uses your data

RAC will use **your** data for the administration of **your Breakdown Cover** such as when **you** require assistance. **RAC** also monitors and records any communications with **you** including telephone conversations and emails for quality and compliance reasons.

RAC may disclosure **your** personal data to third parties involved in providing products and services or to service providers who perform services on **their** behalf.

Your rights

You have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit rac.co.uk/pdfs/ businessroadside/breakdown/privacypolicy or contact the Data Protection Officer:

- 1. Call **RAC's** Customer Service Team: 0330 159 0337; or
- 2. Email **RAC**: membershipcustomercare@rac. co.uk; or
- 3. Write to RAC: RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN

Registration and Regulatory Information

This policy is provided 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: A & B Mills, Dean Clough, Halifax, HX3 5AX

Registered in England and Wales No. 613259

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

