

RAC Breakdown European Motoring Assistance Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Section 1 - Obtaining assistance

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

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

Our control centre is open 24 hours a day, 365 days a year and is manned by English-speaking multilingual incident managers.

Contact information

	Telephone	In writing
Breakdown Calling from Europe Calling from a French landline Calling from the Republic of Ireland	00 33 472 43 52 55 0800 290 112 1800 535 005	
Repatriation to the UK after a breakdown	0330 159 0342	
Claim form requests UK Europe	0330 159 0334 00 44 161 332 1040	
Customer Services Including if you are unhappy with any of our services UK Europe	0330 159 0334 00 44 161 332 1040	RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
Hearing assistance (in the UK)	Telephone prefix 18001 to access TYPETALK or text us on 07855 828 282	

Important information

Telephone charges

We do not cover the cost of making or receiving telephone calls. Our calls 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 **us** 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.

If your vehicle breaks down, please provide us with

1. **Your** name and **RAC** account number or policy number
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. A credit card if **you** want to take advantage of car hire benefit or need additional services.

Please note that **we** regret **you** are unable to utilise car hire benefit if the drivers name is not on the credit card.

Some garages in **Europe** will require **your** passport and passport number before they begin any repairs.

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

Breakdown or 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 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 **we** 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 if normally applied.

We will reimburse these charges as long as the **vehicle** is towed to the recovery company's depot. This may also apply to other roads, so **we** recommend **you** use the emergency phones where available. If they will not send a breakdown recovery vehicle, **you** should contact **us**.

Contents

	Page
Section 1: Obtaining assistance	3
Section 2: The services.....	5
Definitions.....	5
Roadside assistance	5
Replacement parts dispatch.....	6
Journey continuation	6
Additional accommodation expenses.....	7
Replacement driver	7
Vehicle repatriation back to the United Kingdom	7
Passenger repatriation back to the United Kingdom	8
Additional services.....	8
Customs claims indemnity	8
Collection of vehicle left abroad for repair.....	8
Vehicle break-in emergency repairs	8
Section 3: Requirements and limitations.....	9
Section 4: General conditions.....	10
Section 5: General exclusions	11
Section 6: Making a claim.....	12
Section 7: Cancellation of your policy	12
Complaints.....	13
Financial Ombudsman Service.....	14
Financial Services Compensation Scheme.....	14
Your data	14

Section 2 - The services

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

Definitions

Any words in bold appearing throughout this policy booklet have a specific meaning which we explain below:

"Beyond commercial economical repair" means where the total cost to repair the **vehicle**, including any taxes, is greater than the **market value** of the **vehicle**. 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** has occurred.

"Breakdown" means 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 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;

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

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

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

"Europe" means the **territory** as defined in this policy.

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

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

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

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

"Passengers" means the driver and up to 8 people travelling in the **vehicle** for the whole duration of **your** journey.

"Policy period" means the period during which the **vehicle** has **breakdown** cover as set out in the **fulfilment material**.

"Registered business address" means the registered address in the **UK** as shown on the **schedule**.

"RAC" means RAC Motoring Services and/or RAC Insurance Limited.

"Road traffic collision" means a traffic collision involving a vehicle within the **territory** that immobilises the **vehicle**.

"Specialist resource" means equipment or resource that is not normally carried by **RAC contractors**, but is required to complete a repair or recovery, for example, a crane, tractor or locksmith.

"Territory" means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Republic of Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden, Switzerland, Turkey in Europe plus Uskudar, Ukraine and the Vatican City.

"United Kingdom"/ "UK" means England, Scotland, Wales, Northern Ireland and for the purposes of this policy includes Jersey, Guernsey and the Isle of Man.

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

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

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

"You"/ "your" means the owner of the **vehicle** and any other person driving the **vehicle** with the owner's consent.

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

A **vehicle** is covered only if it is being used for a **journey** within the **territory** and returning to the **United Kingdom** within the **policy period**. Any number of journeys are covered each up to 90 days in duration but not for longer stays. There is an overall limit of £2500 per **claim** applied to **claims** relating to **European Motoring Assistance**. In the event of a **breakdown** we will procure for the following subject to the limitations for each section:

Roadside assistance

Cover is available for:

Attendance of local **breakdown** or garage services to repair the **vehicle** at the roadside if possible. If not, recovery of the **vehicle** from the place of **breakdown** or **road traffic collision** to the nearest local repairer

where **you** may arrange repairs. **You** may be eligible for either:

- a. A contribution towards labour charges at a garage (restricted up to the total claims limit) if it is possible to effect the repairs necessary to enable the **vehicle** to continue the **journey** on the date of **breakdown**; or
- b. Inspection fees, in the event of a **breakdown**, to confirm that the **vehicle** cannot be repaired by **your** return travel date and **your** request for assistance will include the authorisation for **us** to arrange this; and
- c. Storage charges for the **vehicle** while awaiting repair or repatriation limited to three weeks following the date **we** confirm with **you** that the **vehicle** requires repairs, repatriation or is to be disposed of abroad.

We will also relay any urgent messages from **you** to a contact of **your** choice.

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

We will not pay

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

Important information in the event of vehicle breakdown or road traffic collision

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

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

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

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

Replacement parts dispatch

We will help you purchase replacement parts if they cannot be found locally.

We will pay

- The cost of delivery for the parts.

We will not pay

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

Journey continuation

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

We will pay

- A contribution towards travel expenses for non-fare-paying **passengers** to continue the **journey** during the period the **vehicle** is not roadworthy, if **we** can confirm repairs to the **vehicle** will take more than 6 hours.

Expenses can comprise of:

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

We will not pay

- Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged and any other extra costs in connection with self-drive hire car.
- The cost of any car hire beyond the agreed rental period agreed with **us**.
- Any car hire expenses after **your vehicle** is repaired except for the direct journey to return and collect it.
- First class rail fares.
- Any expenses that **you** or **your passengers** would have had to pay if the **breakdown** had not occurred.
- For any costs associated with more than one **claim per journey** abroad.
- For any additional costs related to the movement of goods.
- Any costs under this benefit if they are for services **you** used at the same time as "additional accommodation expenses".

- International drop charges where a vehicle hired from abroad is dropped within the **UK**.
- Any hire costs not arranged through us or agreed by us. Please see important self-drive hire car information under the “requirements and limitations” section.

Additional accommodation expenses

This benefit is not available at the same time as, “journey continuation”.

We will pay

- A contribution of up to £30 per person per day towards necessary additional (not alternative) accommodation expenses for room only while you wait for the **vehicle** to be repaired, providing we can confirm repairs to the **vehicle** will take more than 6 hours.
- Authorised local taxi fares. If we confirm that the **vehicle** is to be repatriated to the **UK** this benefit will cease at the time you are notified of this decision.

We will not pay

- The costs of meals or any other extra costs.
- We reserve the right to limit or refuse any “additional accommodation expenses” if the **vehicle** has a cabin in the van, or motorhome or caravan designed or modified to be used as accommodation and in our opinion, can still be used as such.

Replacement driver

We will pay

- The cost of providing a replacement driver to drive the **vehicle** and non-fare-paying passengers to your destination or return to the **registered business address** detailed on the **schedule**, if a registered doctor declares you medically unfit to drive and you are the only qualified driver.

We will not pay

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

Important Information

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

Vehicle repatriation to the United Kingdom

We will pay

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

Note: When repatriation is authorised it normally takes 8 – 14 working days for delivery to a **UK** address from most European countries. At busy times and from some European countries it may take longer. If you have any enquiries relating to repatriation please contact us on 0330 159 0342.

We will not pay

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

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

Important information

If the **vehicle** requires repatriation we will arrange for repatriation of your caravan or trailer subject to terms set out on page 12 of this document. If the **vehicle** has been fitted with a roof box or bicycle rack, you must remove and place it inside the **vehicle** if possible. The roof box keys need to be left with your car keys, in the event that Customs and Excise require access. Failure to leave the required keys with the **vehicle** may result in the cancellation of the repatriation and you may be required to collect the **vehicle**.

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

Passenger repatriation to the United Kingdom

In the event of **vehicle** repatriation [See Page 7 – “vehicle repatriation to the United Kingdom”) **we** will also repatriate non-fare-paying **passengers** to the **registered business address** as detailed on the **schedule**.

We will pay

- The cost to repatriate non-fare-paying **passengers** back to the **registered business address** as detailed on the **schedule**.

We will not pay

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

Important information

Non-fare-paying **passenger** repatriation can be arranged on or prior to **your** planned departure date. **We** will at **our** discretion decide the best option to get non-fare-paying **passengers** back to the **registered business address** as detailed on the **schedule**. However, this is likely to be by the most direct route. If relevant please see “important self-drive hire car information” under the “requirements and limitations” section.

Additional Services

If **your vehicle** cannot be driven due to the following reasons, **we** will attend and recover **your vehicle** and **passengers** to a local garage:

- If **you** have put the wrong fuel in the **vehicle**
- If **your vehicle** has run out of fuel (or charge in an electric **vehicle**)
- If **your vehicle** has a flat tyre

If **your vehicle** is locked in the **vehicle**, **we** will get them out if possible, but **we** are not liable if damage is caused to the **vehicle** in doing so.

We may provide additional services that are not included in **your European Motoring Assistance** but **we** will charge **you** for these, for example:

- Pay for **specialist resources** to complete a recovery or repair
- Extend the hire time for a replacement car
- Arrange a second or extended recovery

We will agree the costs up front and will need full payment before **we** can help. **You** will be responsible for the additional charges. If there is any problem with payment, **we** reserve the right to invoice **you**. This is why **we** request proof of identity at the scene. **You** are not entitled to benefits under any other section of this policy.

Customs claims indemnity

We will pay

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

We will not pay

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

Collection of vehicle left abroad for repair

We will pay

- The following costs up to a limit of £600 for one person to collect **your vehicle**, repaired abroad after **breakdown**:
 - a. standard/second class rail fare plus other public transport fares which are necessary to reach the place of collection.
 - b. additional homeward cross channel ferry fare for the repaired **vehicle** and one person, calculated by taking the actual fare less the value of any unused homeward portion of **your** original cross channel ticket.
 - c. up to £30 per night for single room hotel accommodation necessary to complete the round trip – limited to room only.

We will not pay

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

Important Information

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

Vehicle break-in emergency repairs

Before claiming under this section, **you** must report the break-in to the police within 24 hours in order to obtain a written report.

We will pay

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** **we** will reimburse **you** for:

- Immediate emergency costs incurred in order to continue **your journey**; or
- The costs of recovering the **vehicle** to a local repairer to ensure **your vehicle** is secure and roadworthy.

We will not pay

- The cost of any parts.
- Any benefits under any other section of this policy.

Section 3 - Requirements and limitations

Important self-drive hire car information

We will normally try to arrange a hire car equivalent to, but not necessarily the same as **your vehicle**, if there is one available. If **your vehicle** is a MPV or similar vehicle we may arrange two hire cars. We will only arrange this if there are two qualified drivers in **your** non-fare-paying party. Otherwise we will arrange alternative means of transport. Self-drive car hire arranged under **your European Motoring Assistance** will be subject to the normal conditions of the hiring company. These will include limitations on driver age, driving convictions and other licence endorsements etc. The driver must also have held a full **UK** driving licence or equivalent for a minimum of one year. **You** must present **your** driving license to the hire company.

Your credit card details will also be required and the card must have the drivers name on it. It must be presented to the hire company as security for the hire and to cover extras such as topping up the fuel tank when returning the vehicle. Please note that we cannot arrange a hire car without a valid credit card in the driver's name. If **you** leave a hire car at a different location to the one arranged by **us** or for late returns **you** must pay any additional charges.

Many hire car companies will not permit their vehicle to cross national borders. It may be necessary to arrange multiple hires or additional transport in order to complete **your journey**. A car hired abroad must not be brought into the **UK**. A second car hire will be arranged for the **UK** part of **your journey**. Continental hire cars must be returned to the appropriate hire car agency before boarding **your** ferry. Non-fare-paying **passengers** may be required to travel as foot-passengers to the **UK** where **you** will collect any necessary onward transportation.

Please note: We cannot guarantee a hire car will be available. We cannot arrange the hire of motor caravans, motorcycles, convertibles or vehicles with more than 17 seats, vehicles with a tow bar, roof rack or automatic gearbox and cannot guarantee the hire of vans.

European Motoring Assistance does not extend to cover any hire car. Many hire companies across **Europe** charge a damage excess which is not covered by the collision damage waiver (CDW).

Credit card requirement

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

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

Motorcycles

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

Caravans and trailers

The **vehicle** restrictions in this policy apply equally to caravans and trailers except that the maximum length of trailers and/or caravans must not exceed 7.6 meters including tow hitch. If the **vehicle** which has suffered a **breakdown** is towing a caravan or trailer and we provide recovery, the caravan or trailer will be recovered together with the **vehicle** to a single destination. Other than as set out in this paragraph, caravans and trailers are not covered by this policy. We regret we cannot arrange a replacement caravan or trailer in the event of a **breakdown** which cannot be repaired. It is also extremely difficult to hire vehicles with tow bars so it may become necessary to repatriate a caravan or trailer together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the return date.

Service providers

We do not give any guarantee as to the services provided by garages, breakdown/recovery companies, repairers, car hire companies and other third-party service providers whose emergency services we arrange on **your** behalf and/or pay for under **European Motoring Assistance**. The above mentioned do not act as **our** agents or subcontractors and we do not accept responsibility for their acts or omissions. **You** should check that any repairs to the **vehicle** are carried out to **your** reasonable satisfaction.

Telephone calls

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

Motor insurance and vehicle warranty

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

Section 4 - General conditions

1. Purchase of Cover

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

2. Eligible Vehicles

The vehicle must be one of the following and must be permanently registered in the UK as a private vehicle: car, motorcycle (121cc or over), motor caravan, light van, estate car, MPV or 4 x 4 sport utility vehicle.

The vehicle must also:

- have a maximum legal laden weight of 3,500kg (3.5 tonnes). This weight is called the Gross Vehicle Mass (GVM); and
- have maximum overall dimensions of length 7m; height 3m; width 2.55m (all including any load carried).

3. Maximum number of persons

The vehicle must not carry more persons than recommended by the manufacturer, up to nine persons maximum (including the driver). Each person must occupy a separate fixed seat fitted during vehicle construction and to the manufacturer's specification.

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

4. Vehicle condition

- a. Before your journey starts the vehicle must be in a roadworthy condition and free from any defects, which could necessitate a claim under this cover. The vehicle must also have an up to date service record. You must tell us if you are aware of any mechanical, electrical or other problems with the vehicle which may interrupt your journey. In the event of a claim, proof of the vehicle's service history may be required.
- b. You must make sure the vehicle meets all the laws of the countries you visit. This particularly includes weight limits for towing. If you do not comply with these laws we can declare your cover invalid and refuse to provide service.

5. Expenses claims

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

6. Authority for repatriation or repair

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

- b. It is our decision alone whether to repatriate or repair locally a vehicle which cannot be driven as a result of a breakdown, or, as a result of a road traffic collision for which you do not have fully comprehensive insurance cover from your motor insurer. Repatriation cannot be used to avoid repair costs. If you refuse a local repair you will not be entitled to repatriation or any additional services.

7. Non-repatriated vehicles

Repatriation will not be available if the cost of repatriation is greater than the market value of the vehicle, caravan or trailer.

8. Repair costs

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

9. Repayment of credit

You must pay back to us on demand:

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

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

10. Car hire

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

11. Replacement parts despatch

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

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

12. Taxi arrangements

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

13. General

- a. Except in relation to any claim you may have for death or personal injury, if we are in breach of the arrangements under this contract, we will not be liable for any losses or damages which are not a reasonably foreseeable result of any such breach, for example loss of profit, loss of revenue or anticipated savings, loss of contacts, or for any business losses.

- b. We do not guarantee the provision of any of the benefits under **European Motoring Assistance**, if there is anything beyond our reasonable control or the reasonable control of any service provider which prevents us or a service provider from providing that benefit.
- c. Benefits under **European Motoring Assistance** will be refused if **you** or any of **your passengers** behave in a threatening or abusive way to any persons providing services under **your** cover.

14. Exchange rate

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

15. Law applicable

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

16. Ferry and Eurotunnel bookings

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

Section 5 - General exclusions

Your policy does not cover:

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

We will provide assistance to change a wheel. However, if **you** are not carrying a serviceable spare, and **you** require **us** to provide assistance,

you will be liable for:

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

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

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

13. Any **claim** caused directly or indirectly by **you** being affected by intoxicating liquors or drugs.
14. Any **claim** where the **vehicle** is being driven by persons who do not hold a full **United Kingdom** or other recognised and accepted driving licence.
15. Any **claim** which **you** could make under any other insurance. If the value of **your claim** is more than the amount you can get from your other insurance **we** may pay the difference. If **we** do make a payment it will not be more than the appropriate benefit limit.
16. Any **claim** if the **vehicle** is being repatriated and Customs in any country find its contents are breaking the law of that country.
17. The cost of any transportation, accommodation or care of any animal.

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

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

Section 6 - Making a claim

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

European Motoring Assistance claims are handled by:

Breakdown Customer Care
 RAC Motoring Services
 RAC House
 Great Park Road
 Bradley Stoke
 Bristol
 BS32 4QN
 Telephone 0330 159 0334

If **you** have paid any cost which **you** believe is covered under **European Motoring Assistance** please telephone **us** for a claim form immediately on **your** return to the **registered business address** as detailed on the **schedule**. When returning **your** completed claim form, **you** must enclose relevant original receipts (not photocopies).

Receipts

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

Conditions for payment of claims

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

1. **You** must make any **claim** on an **RAC** claim form. Please bring **your claim** to **RAC's** attention as soon as **you** can (if possible within 28 days) after **you** return to the **United Kingdom**. **Claims** which are not on an **RAC** claim form will not be accepted. This does not affect **your** statutory rights to take legal action or exercise any other legal remedy.
2. If **we** pay money to **you** **we** can take over **your** right to recover that money. **You** must cooperate with **us** as much as possible if requested.
3. **You** must do all **you** can to prevent accident, injury, loss or damage, as if **you** were not covered.
4. **You** must forward to **us** any writ, summons, legal document or other communication about the **claim** as soon as **you** receive them.
5. **You** must obtain any original receipts, certificates, police reports, evidence etc and give all the information and help **we** may need at **your** expense. This includes medical certificate(s) and details of **your** household insurance if necessary.
6. **You** must not admit liability or offer or promise payment without **our** written permission.
7. **Your vehicle** must be taxed, insured and holding a valid MOT which is required by law and used in line with manufacturers guidelines when **you** commence **your** journey.
8. The **vehicle** must be roadworthy and in good mechanical condition when **you** commence **your** journey.
9. If any **claim** is found to be fraudulent in any way **your claim** will be forfeited. **You** must, within 7 days of any request, send copies of any European Accident statements (called a "Constat d'amiable" in France) and/ or any policy reports or crime reference numbers to **us** should **you** make a **claim** following a road traffic collision.

Section 7 - Cancellation of your policy

Your right to cancel

If **your policy period** is 30 days or more, **you** can cancel **your** policy within the cooling off period, which is either 14 days from the start date or the date **you** receive **your fulfilment materials**, whichever is later.

We will only cancel **your** policy when authorised by **your Company**, as shown on the **fulfilment materials**.

If **you** do this, **we** will cancel the policy with immediate effect from the day **you** request it and **we** will refund **your** premium in full, unless **you** have made a **claim**.

Our right to cancel

1. If any premium for the policy is not paid by the relevant date, **we** will notify **you**. All payments must be paid within 30 days of the relevant date. If not, **we** may cancel **your** policy;
2. **We** may cancel the policy at any time and refund **your** premium, less an amount for the time **you** have been covered. In the event of misuse of the policy, however, **we** will not refund any premium; and
3. **We** may cancel this policy by writing to **you** 3 months before the date when **we** intend to end the policy.

Misuse of your policy

You must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your** policy to try and obtain a service under this policy; or
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, **we** 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 this policy with immediate effect;
4. Immediately cancel this policy; and
5. Refuse to sell any policy or services to **you** in the future.

We may also take any of the additional steps as set out above if any **claim** is found to be fraudulent in any way, and the policy will be cancelled with effect from the date of the fraudulent act, and the fraudulent **claim** forfeited. **We** will not refund any premium. **We** will notify **you** in writing if **we** decide to take any of the above steps.

Renewing your policy

Renewal of an annual policy

Before the end of **your policy period** **we** will write to **you** to confirm whether **your** policy may be renewed with **us** along with any changes to the premium or terms and conditions for the next **policy period**.

Auto Renewal

We will automatically renew **your** policy and invoice **you** for the premium due. If **you** do not wish **us** to do this please contact **us** as soon as possible and before the renewal date.

Changes to your details

You must let **us** know immediately if **you** need to change anything on **your** policy. **We** will only make the changes when authorised by **your** **Company**. Changes that **you** can make include:

1. Change to **vehicle**;
2. Add or remove **vehicles**; or
3. Increase the number of **vehicles** covered under this policy.

Please contact us on 0330 159 0360.

If **you** cancel **your** policy for any reason, the whole policy will be cancelled.

All communications from **us** shall be deemed duly received if sent to the most recent address provided to **us** by **you**.

Complaints

We are committed to providing excellent service. However, **we** realise that there are occasions when **you** feel **you** did not receive the service **you** expected.

If **you** are unhappy with **our** services relating to a **breakdown**, please contact **us** as follows:

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

Telephone from the **UK**: 0330 159 0784

Telephone from **Europe**: 00 44 161 332 1040

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

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

Law

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary, these contracts will be subject to the laws of England and Wales. Unless otherwise agreed, the contractual terms and conditions (including this policy booklet) and other information relating to this contract will be in English.

Your data

This section provides a short summary of how **we** collect and use **your** data and who **we** share it with. Please refer to **our** website at rac.co.uk/privacy-policy for full details of how **we** use **your** data. Alternatively, **you** can obtain a copy of **our** Privacy Policy by using the contact details below.

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

What is your data?

There are three types of data **we** will hold about **you**:

1. Personal data is information **we** hold on **our** records which identifies **you**. This includes **your** name, address, email address and telephone number;
2. **We** will also hold data about **you** that is not personal, for example, information about **your** vehicle; and
3. A small number of **our** products and services require **us** to collect and store special categories of personal data. **We** will only ask for this data when it is absolutely necessary and in accordance with data protection laws.

How we obtain and collect your data

Your data may be collected in a number of different ways. For example, **you** contact **us** through social media or make a **claim** under **your** policy. **We** will always need to collect, store and use information about **you** to be able to provide **you** with **your** policy.

Please note, if **you** do not provide **your** data **we** will be unable to provide **you** with cover, as well as services related to administering **your** policy.

How we will use your data

We will use **your** data for the administration of **your** policy, for example, helping **you** if you make a **claim**. **We** may disclose **your** personal data to **our** service providers who provide help under **your** policy.

We carry out checks against publicly available information (such as the electoral roll, county court judgments, bankruptcy orders or repossessions). **We** also monitor and record any communications with **you** including telephone conversations and emails for quality and compliance reasons.

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/privacy-policy or contact the Data Protection Officer.

