European Breakdown Cover Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Who to contact

These are all of the numbers that **you** will need in the event that **you break down**, have a **road traffic accident** or need to make any other **claim** under **your policy**.

Broken down in France and Monaco	
Freephone (from a landline)	0800 94 20 44
Pay call (from a mobile)	0033 472 435244
Broken Down in UK	0800 0 56 20 48
Broken down in Europe	
Calling from Europe*	0033 472 435244
Calling from Republic of Ireland (ROI)	1 800 535 005

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

Information on how to **claim** for costs incurred:

To request a claim form (from the UK)	0800 107 5861
To request a claim form (from Europe)	0044 161 332 1040

Email: breakdowncustomercare@rac.co.uk

Vehicle repatriation in Europe	
For claims and repatriation queries	0870 549 3320
European Legal Care claims	
In the event of a road traffic accident	0333 2022 980
For all other claims	0333 2022 981

The RAC accident helpline is operated by Quindell Legal Services Limited, authorised and regulated by the Solicitors Regulation Authority.

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**.

Please note that **you** may not have the benefit of all sections of cover that are included in this **policy** booklet. To ensure that **you** are clear about which sections **you** are covered for please read **your policy schedule** together with this **policy** booklet.

Checklist

Certain information is required if you call for assistance:

1. **Your** name
2. **Your RAC** European Breakdown Cover policy number
3. The **vehicle** registration number
4. The make and model of the **vehicle**
5. **Your** exact location
6. The number of the phone **you** are using
7. **Your** credit card (in case **you** need to take advantage of any **vehicle** hire benefit, purchase any replacement parts or receive additional services from RAC)

Breakdown or road traffic accident on a motorway in Europe

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

Motorways in France are privately managed, so if **you break down** or are in a **road traffic accident** on a French motorway or motorway service area, **you** must use the roadside emergency telephones as **we** cannot send out assistance. If **you** are recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and an authorised tariff is normally applied. **We** will cover **you** for these charges as long as **you** are towed to the recovery company's depot.

If **you** are towed from a motorway, contact **us** as soon as **you** can and, if the **vehicle** has not been repaired, **we** will arrange for ongoing cover under the **policy**.

Telephone charges

In the UK
Call charges may apply. Please check with **your** telephone provider. 0333 numbers are mobile friendly, charged as national call rates and usually included in inclusive minute plans.

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

Please note European Breakdown Cover does not cover the cost of making or receiving telephone calls.

Contents

Page

Who to contact if you break down, have a road traffic accident or need to make a claim 2
Policy summary 4
Important information about your policy 9
Policy types and policy period 9
Definition of words 10
Levels of cover 12
Territorial zones 13
Service in the territory
Section 1 Roadside assistance in the territory 16
Section 2 Journey continuation in the territory 16
Service in Europe
Section 3 Roadside assistance in Europe 16
Section 4 Journey continuation in Europe 17
Section 5 Replacement parts dispatch 17
Section 6 Additional accommodation expenses 18
Section 7 Replacement driver 18
Section 8 Vehicle break in – emergency repairs 18
Section 9 Vehicle repatriation 18
Section 10 Passenger repatriation 19
Section 11 Collection of vehicle left in Europe for repair 20
Section 12 Accidental damage to or loss of tent 20
Section 13 Customs duty indemnity 20
Section 14 Urgent message relay service 20
Service in the territory following return home
Section 15 Hire car whilst awaiting repatriation 21
Section 16 European legal care 21
General conditions 23
General exclusions 24
Renewal 25
Cancellation 26
Changes to your details 26
Changes to the policy terms and conditions 26
How to contact us 27
Complaints 27
Financial Ombudsman Service 27
Financial Services Compensation Scheme 27
Your data 27

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Policy summary

This is a summary of the cover provided under RAC European Breakdown Cover. It contains important information that you should read. It does not contain the full terms and conditions for RAC European Breakdown Cover, which are contained in the remainder of this booklet.

Type of insurance and cover

This policy covers you in the event that your vehicle breaks down or is in a road traffic accident whilst you are using the vehicle on a journey from the UK, Jersey, Guernsey or the Isle of Man (the territory) to the European countries for which you have cover (the journey must start and end at your home address).

The European countries in which you have cover are set out in your policy schedule. This policy only covers you for vehicles registered with us. They will be listed on your policy schedule. Your policy may also provide cover in the event that a caravan or trailer attached to your vehicle breaks down or is in a road traffic accident. Your policy schedule will say if this is the case.

Types of cover and limits of cover

The policy is subject to a maximum number of claims or call outs. You can make a maximum of 3 if you have an annual policy and you can make a maximum of 1 per journey to Europe for any other type of policy. To calculate this, any related claims arising out of the same breakdown or road traffic accident will be treated as one claim.

Who provides RAC European Breakdown Cover

RAC European Breakdown Cover is arranged and administered by RAC Motoring services and underwritten by RAC Insurance Limited.

Duration of RAC European Breakdown Cover

Your European Breakdown Cover is for a period of:

1. 12 months under an annual policy (maximum 90 day journey whether standard or comprehensive);
2. Up to 180 days under a single trip policy (whether standard or comprehensive); or
3. Up to 5 days under a short trip policy.

Policy cancellation

1. If your policy is for less than one month you cannot cancel the policy.
2. If your policy is for more than one month, you are entitled to cancel the policy within the first 14 days following the start of your policy or when you receive these terms and conditions with your policy schedule:
   a) If no claim has been made, a full refund will be given.
   b) If a claim has been made, no refund will be given.
3. Cancellations can be made by contacting us on the phone number or address under 'Cancellation of policy' on page 26
4. For cancellations that are made after 14 days, no refunds will be given.

Complaints

If you would like to complain about any aspect of the service under the policy, please do so using the following details:

Breakdown Services under sections 1-15

- Call our customer service number on: 0844 8911 288;

Write to:

- Breakdown Customer Care
  RAC Motoring Services
  Great Park Road
  Bradley Stoke
  Bristol BS32 4QN; or
- Email: breakdowncustomercare@rac.co.uk

European Legal Care (under Section 16)

- Call: 0800 0514568

Write to:

- RAC Legal Customer Care
  RAC House
  Great Park Road
  Bradley Stoke
  Bristol BS32 4QN; or
- Email: legalcustomercare@rac.co.uk

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.

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

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.

Summary of cover and the significant features, benefits and exclusions

The policy booklet outlines the features and benefits of the cover provided under each Section of cover (see pages 16 -23 of your policy booklet). The following table is a summary of the cover and benefits available. Your policy schedule will show which level of cover applies to you.

Claims and geographical limits apply to each Section (see pages 12 and 13). Cover is only available for journeys in the European countries set out in your policy schedule. You must be a permanent resident of the UK, Jersey, Guernsey or the Isle of Man.

If you have an annual policy, your cover for each journey is limited to a maximum of 90 days. If you have short trip or single trip cover, your cover is for the journey during the dates on your policy schedule only (see page 9).

Vehicles, caravans and trailers must comply with the maximum weight, length, width and height restrictions (see page 11). The policyholder must be with the vehicle at the time of the breakdown or road traffic accident and when the RAC or the service provider used by us arrive at the vehicle (see page 23).

The maximum number of people in the party must not exceed the number on your policy schedule (see page 23).

Conditions apply to the provision of hire cars under this policy and what we will and will not provide cover for (see page 14).

If you mis-use the policy we may take action, including refusing to provide cover or cancelling the policy (see page 26).

Section of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section 1 - Roadside assistance in the territory	Repair at the roadside or tow to a local repairer or home, if you break down while you are in the territory.	We do not cover: Any breakdown within a quarter of a mile from your home. Any breakdown which is more than 48 hours before your planned departure from the territory. The cost of any parts. Any breakdown as a result of mis-fuelling. Any road traffic accidents in the territory (see page 16).
Section 2 – Journey continuation in the territory	If we attend a breakdown under Section 1 and we cannot repair the vehicle within 24 hours, we will provide a replacement car to continue your journey.	We do not cover: Fuel and oil costs, personal insurance or any other extra costs. The excess payable under any insurance for the replacement car. A replacement car following a road traffic accident in the territory (see page 16).
Section 3 - Roadside assistance in Europe	Repair at the roadside or tow to a local repairer if you break down or are in a road traffic accident in Europe. We will contribute up to £150 towards the local repairer's labour charges providing the vehicle is repaired on the same day. This does not apply to Short Trip cover. See page 2 for information on what you should do if you break down or have an accident on a motorway in Europe.	We do not cover: Any repair costs if the vehicle was in a road traffic accident. The cost of any parts.

Section of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section 4 – Journey continuation in Europe	If we attend a breakdown or road traffic accident under Section 3, and we cannot repair the vehicle in 12 hours, we will arrange and pay for any one, or a combination of the following: i. a replacement hire car; ii. rail or air travel; and/or iii. local taxi fares authorised by us in advance.	This Section will not be provided at the same time as Section 6 (see page 18). Cover ends once you are notified that your vehicle is repaired, is being repatriated or the repair will cost more than the vehicle's market value. We do not cover any hire car costs 24 hours after such notification. We do not cover: Fuel and oil costs, personal insurance or any other extra costs. The excess payable under any insurance for the replacement car. First class fares.
Section 5 – Replacement parts dispatch	If we attend a breakdown under Section 3, and the vehicle requires replacement parts, but those parts are not obtainable locally, we will arrange for replacement parts to be dispatched to you if the vehicle requires replacement parts to complete the repair.	We do not cover the cost of any parts, which must be paid for when you telephone us to arrange for the parts to be dispatched.
Section 6 – Additional accommodation expenses	If we attend a breakdown or road traffic accident under Section 3, and we cannot repair the vehicle in 12 hours, we will pay a contribution towards accommodation expenses until the vehicle is repaired; or is to be repatriated; or until it is established that the vehicle will cost more to repair than its market value. We also cover taxi expenses to the accommodation.	This Section will not be provided at the same time as Section 4 (see page 17). We do not cover: Any costs that would have otherwise been incurred on your journey. Any additional accommodation costs if you have alternative accommodation available for use. The cost of meals or any other extra costs and expenses.
Section 7 – Replacement driver	Replacement driver to continue the journey or take you home if the only qualified driver in the party is medically unfit to drive.	We do not provide cover: If the driver knows they have the medical condition that may prevent them from driving before the journey commences (see page 18)
Section 8 – Vehicle break-in emergency repairs	Emergency repairs to damage caused by forcible or attempted forcible entry of the vehicle.	We do not provide cover: If you do not report the matter to the police before contacting us or do not obtain and provide to us a written police report (see page 18). For the cost of any parts.

Section of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section 9 – Vehicle repatriation	Repatriation (including storage while awaiting repatriation) of the vehicle back to the territory if the vehicle cannot be repaired by the time you plan to go home and your vehicle is not roadworthy. If you have had a road traffic accident, we will follow your motor insurer's decision on whether to repatriate, where there is appropriate motor insurance cover.	We do not cover: The cost of repatriation if we determine that the vehicle is beyond commercial economical repair. Any costs for repatriation of the vehicle that are over the market value of the vehicle (or over £500 if you have purchased standard cover). You will have to pay these costs. Any costs not authorised by us or any costs while we are awaiting a decision from your motor insurer. Any transportation costs for any personal belongings, valuables, luggage or animals. Any items left with the vehicle for recovery are left at your own risk. Transportation of any animals in the vehicle. We cannot guarantee that we can arrange transport for any animal.
Section 10 – Passenger repatriation	Repatriation of you and your party back home if your vehicle is repatriated (under Section 9); or if the cost to repair your vehicle is more than its market value.	We do not cover: Fuel and oil costs, personal insurance or any other extra costs. Any insurance excess payable in respect of a replacement vehicle. The costs of meals or any other extra costs and expenses. Transportation costs for any personal belongings, valuables, animals or luggage. First class fares.
Section 11 – Collection of vehicle left abroad for repair	Transportation and accommodation costs for one person to return to Europe to collect a vehicle that has been repaired.	Cover is only available where we have agreed that the vehicle will remain in Europe for repair and not be repatriated under Section 9. We do not cover: Fuel and oil costs, personal insurance or any other extra costs. The costs of meals or any other extra costs and expenses. First class fares. Transportation costs for any personal belongings, animals, valuables or luggage.
Section 12 – Accidental damage to or loss of tent	Contribution towards accommodation expenses for up to 3 days or a replacement tent, if your tent is accidentally damaged so it is unusable, or it is stolen.	We do not provide cover: If your tent is stolen and you do not report the matter to the police before contacting us, or do not obtain and provide to us a written police report (see page 20). For any accommodation costs if you have alternative accommodation available for use (including a caravan). For damage to your tent caused by weather conditions. For the cost of a replacement tent not authorised by us.

Section of cover	Significant features and benefits	Significant and unusual exclusions or limitations
Section 13 – Customs duty indemnity	Customs claims for import duty where the vehicle has to be disposed of abroad because the cost of repair as a result of a breakdown is more than its market value.	We do not cover: Any import duties not relating to the vehicle. Any costs following a road traffic accident.
Section 14 – Urgent message relay service	Relay urgent messages if you break down or are in a road traffic accident.	We do not cover the cost of relaying any message not arranged through us.
Section 15 – UK Hire car whilst awaiting repatriation	Contribution towards a hire car of up to 3 consecutive days in the territory while you wait for your vehicle to be repatriated (under Section 9).	We do not cover: Fuel and oil costs, personal insurance or any other extra costs. The excess payable under any insurance for the replacement vehicle.
Section 16 – European legal care	Uninsured loss recovery: We will cover you and your passengers against the legal costs of legal proceedings incurred in connection with the pursuit of a legal claim for uninsured losses sustained in the territory or Europe during the period of cover following a road traffic accident or accident, for which you and/or your passengers were not at fault and for which another party was at fault.	We will cover you up to a maximum of £100,000 per legal claim if our legal claims handler appoints a legal representative. In the event of a successful case for personal injury, we will not cover a sum equivalent up to 25% (or any such limit as set by law) of any general damages received by you and/or your passengers for personal injury (excluding any sums for future loss and any sums paid or payable to the Compensation Recovery Unit of the Department of Work and Pensions). This policy excess is not payable where the person making the legal claim is under 18 years of age, is a patient under Section 1 of the Mental Health Act 1983 or sustained the uninsured loss in Europe. We will not provide representation if, in our legal claims handler's opinion, there is not a 51% or greater chance of success. Cover may be refused or discontinued if such prospects do not, or no longer, exist. We will not provide cover for appeals.
	Travel Costs: We will cover you and/or your passengers for reasonable costs of travelling abroad for any necessary medical examination or court appearance relating to legal proceedings where the motoring prosecution, accident or road traffic accident occurred in Europe.	We will cover you up to £1,000 of travel costs per accepted claim for legal defence, accident or road traffic accident. We will not cover any costs where an accepted claim occurs within the territory.
	Legal Defence: We will cover you, following receipt of a summons or citation, for the legal defence of a motoring prosecution in connection with criminal proceedings involving your vehicle within the territory or Europe.	We will cover you up to £25,000 per legal claim against legal costs of legal proceedings in connection with the defence of a motoring prosecution in connection with criminal proceedings involving your vehicle within the territory or Europe, if our legal claims handler appoints a legal representative. We will not cover legal costs incurred in respect of legal proceedings arising from alcohol, drugs or parking related offences, or where in our legal claims handler's opinion there is not a 51% or greater chance of acquittal.

Important information about your policy

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

This RAC policy is intended to offer services relating to the breakdown of vehicles or road traffic accidents involving vehicles. It meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles during a holiday or trip to Europe are met now and in the future.

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

This policy booklet contains what is covered and what is not covered under each individual Section of cover (see Sections 1 to 16) and the general conditions and exclusions that apply to all Sections of cover in this policy booklet. You must meet these conditions or we may not provide you with policy services.

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

Please ensure these documents are kept in a safe place. If you cannot find any of your documents, call us on 0844 8911 288 to request replacements.

This policy booklet together with your policy schedule is the contract of insurance between you and RAC Insurance Limited.

Use of language

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

Law

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

Your terms and conditions

Policy types and policy period

There are 3 types of cover available under this **policy**: short trip, standard and comprehensive. Short trip cover provides cover for up to 5 days. Standard and comprehensive cover can be either for a single trip or annual.

The type of cover and the **period of cover** under **your** European Breakdown Cover are set out in **your policy schedule**.

The premium for **your** European Breakdown Cover will be due in full in advance.

Payments by credit card

RAC Motoring Services may charge a credit card fee of up to two percent of the total transaction value if **you** pay for the insurance premium by credit card (the 'credit card charge').

The credit card charge may also apply upon the renewal of an annual policy.

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

Limits of cover

Your cover under European Breakdown Cover is subject to limits on the number of **claims you** can make and the level of cover depending on whether **you** have a single trip or annual policy and whether **you** have short trip, standard or comprehensive cover, as follows:

1. If **you** have chosen an annual policy, **your** cover is subject to a maximum of three **claims** under this **policy** during the **period of cover**.
2. **Your** cover is subject to a maximum of one **claim** per **journey**.
3. Limits of cover apply for certain types of **claims** and for certain sections of cover. The limits that apply to **your** cover will depend on whether **you** have chosen a short trip, standard or comprehensive policy. The one **you** have chosen will be set out on **your policy schedule**. Please refer to the table on page 12 which sets out which sections, benefit limits and territorial zones apply to each type of policy level.
4. If **you** have chosen an annual **policy**, **you** will have cover for any number of **journeys** during the **period of cover**, but each **journey** is limited to a maximum of 90 days.
5. If **you** have chosen a single trip policy, **you** will have cover for one **journey** during the days **you** have chosen and paid for when setting up the **policy** (as set out in **your policy schedule**).

One **claim/call out** will be any request for service or benefit or for cover under any Section of the **policy**.

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

If the number of **call outs/claims** set out in **your policy schedule** is exceeded, **we** will not provide any further service under the **policy** during the **period of cover**, however **we** may be able to provide assistance for an additional charge.

Definition of words

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

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

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

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

"claim"/"call out"
means any request for service or benefit or for cover under any Section of the **policy**;

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

"Europe"
means the countries within the territorial zone that applies to **your policy** as set out in **your policy schedule** and the table on page 13;

"home"
means the address in the **territory** where **you** live permanently, as shown on **your policy schedule**;

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

"legal claim"
means an incident which **our legal claims handlers** or **our** appointed **legal representative** accept as falling within the terms of Section 16 and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made under that Section;

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

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

"legal proceedings"
means the pursuit of a **legal claim** for **your** and/or **your** passengers' **uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory** or **Europe**, or the defence of a motoring prosecution within a court of criminal jurisdiction in the **territory** or **Europe**;

"legal representative"
means the solicitors or other qualified experts appointed by **our legal claims handler** to act for **you** and/or **your** passengers provided that such solicitors or experts satisfy the following conditions:

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

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

"party"
means the total number of persons (including **you**) travelling with **you** for the whole duration of **your journey** up to the maximum set out on **your policy schedule**;

"period of cover"
means the period for which **you** have cover under this **policy**, as shown on **your policy schedule**;

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

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

The policy excess shall be £nil;

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

"policy schedule"
means the document containing important details about the **policy** including the **start date** and **period of cover**, which must be read in conjunction with these terms and conditions;

"RAC"/"we"/"us"/"our"
means RAC Insurance Limited and its authorised agents;

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

"RAC Patrol"
means a technician employed by **RAC**;

"road traffic accident"

1. For the purposes of Section 16, means a traffic accident involving a **vehicle** and at least one other motor **vehicle** occurring during the **period of cover** on a public highway or on a private road or a car park to which the public has an uninterrupted right of access for which **you** and/or **your** passengers were not at fault and for which another party was at fault; and
2. For the purposes of all other Sections of this **policy**, means a traffic accident involving a **vehicle** within the **territory** or **Europe** that immobilises the **vehicle**;

"service provider"
means any garage, breakdown/recovery company, repairer, car hire company and other third party service provider in **Europe**;

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

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

"territory"
means the **United Kingdom**, Jersey, Guernsey and the Isle of Man;

"uninsured losses"
means losses directly arising out of a **road traffic accident** or, for Section 16 only, bodily injury due to an **accident** where such losses are not otherwise covered by insurance and either damage occurs to a **vehicle** and/or any personal effects owned by **you** (or **your** passengers) and/or **you** (or **your** passengers) suffer death or bodily injury;

"United Kingdom"
means England, Scotland, Wales and Northern Ireland;

"vehicle"
means any UK registered vehicle set out on **your policy schedule** or (if **you** have towing cover, as set out on **your policy schedule**) any caravan or trailer attached to it, as long as the vehicle, caravan or trailer (as applicable) complies with the following specifications:

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

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

"you"/"your"
means the policy holder named on the **policy schedule** and who is deemed to be acting on behalf of all members of the **party**.

Levels of cover

	Short Trip	Standard	Comprehensive
Zone	Zone 1	Zones 1 & 2	Zones 1, 2 & 3
Policy duration	single trip	annual & single trip	annual & single trip
Duration of journey	1 to 5 days	1-90 days for an annual **policy** 1-180 days for a single trip **policy**	1-90 days for an annual **policy** 1-180 days for a single trip **policy**
Claims limit - 1 **claim** for single trip, 3 **claims** per annual policy	£300	£1250 per trip (£3750 per annum)	No overall limit
Section 1 - Roadside assistance in the territory	x	x	Up to £300
Section 2 - **Journey** continuation in the territory	x	x	Up to £125 per day (maximum £750) up to 48 hours before **your** planned departure date
Section 3 - Roadside assistance in **Europe**	Up to £300	Up to £1250 (including £150 garage labour)	Unlimited (plus £150 garage labour)
Section 4 - **Journey** continuation in **Europe**	x	Up to £40 per day up to £400 (for continuation and/or passenger repatriation under Section 10)	Up to £125 per day up to £1500 (for continuation and/or passenger repatriation under Section 10)
Section 5 - Replacement parts dispatch	x	Yes	Yes
Section 6 - Additional accommodation expenses	x	Up to £40 per person, per day up to a **party** total of £400	Up to £50 per person, per day up to a **party** total of £500
Section 7 - Replacement driver	x	x	Unlimited
Section 8 - Vehicle break in emergency repairs	x	x	Up to £180
Section 9 - Vehicle repatriation	x	Up to £500	Up to **market value** of **your vehicle**
Section 10 - Passenger repatriation	x	Within **journey** continuation limit (Section 4)	Within **journey** continuation limit (Section 4)
Section 11 - Collection of vehicle left abroad for repair	x	Up to £500	Unlimited
Section 12 - Accidental damage to or loss of tent	x	Up to £35 per person per day up to 3 days or up to £250 for a replacement tent	Up to £35 per person per day up to 3 days or up to £250 for a replacement tent
Section 13 - Customs duty indemnity	x	x	Yes
Section 14 - Urgent message relay service	Yes	Yes	Yes
Section 15 - UK Hire car whilst awaiting repatriation	x	x	Up to £40 per day for 3 consecutive days
Section 16 - European legal care	x	Up to £100,000 for uninsured loss recovery, up to £25,000 for legal defence and up to £1,000 for travel costs	Up to £100,000 for uninsured loss recovery, up to £25,000 for legal defence and up to £1,000 for travel costs

Territorial zones

Zone 1	Zone 2	Zone 3
All cover levels	Standard & Comprehensive	Comprehensive
Andorra	Austria	Albania
Belgium	Denmark	Armenia
France	Finland	Azerbaijan
Germany	Gibraltar	Belarus
Luxembourg	Italy	Bosnia Herzegovina
Monaco	Liechtenstein	Bulgaria
Netherlands	Norway	Croatia
Republic of Ireland	Portugal	Cyprus (South)
	San Marino	Czech Republic
	Spain (excluding Ceuta and Melilla)	Estonia
	Sweden	Georgia
	Switzerland	Greece
	Vatican City	Hungary
		Latvia
		Lithuania
		Macedonia
		Malta
		Moldova
		Montenegro
		Poland
		Romania
		Russian Mainland (west of the Urals)
		Serbia
		Slovakian Republic
		Slovenia
		Turkey in Europe plus Uskadar
		Ukraine

Please note: overseas territories outside of Europe are not covered.

Important information about your cover

Required items

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

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

Important hire car information

We cannot guarantee that **we** will be able to arrange a hire car equivalent to **your vehicle**. If **you** are travelling in an MPV or similar vehicle **we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in **your party**. Otherwise **we** will arrange alternative means of transport. Car hire arranged under **your policy** will be subject to the normal conditions of the hiring company. **We** use reputable car hire companies with market standard terms and conditions. The driver must also have held a full UK driving licence or equivalent for a minimum of one year (two years for France). **You** must present **your** driving licence to the hire company and in the case of a photo card licence it must be accompanied by the paper counterpart.

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

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

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

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

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

We cannot guarantee a hire car will be available.

We cannot arrange the hire of motorized caravans, motorcycles, convertibles or vehicles with tow bar, roof rack or automatic gearbox and cannot guarantee the hire of minibuses or vans. See exclusion 3 for more information.

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

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

Caravans and trailers

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

Important:

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

Motor insurance and vehicle warranty

Cover under this **policy** does not replace motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking a **vehicle** abroad. If **you** do not, **your** motor insurance policy may only cover **you** for damage **you** might cause to other people or their property. This means that **you** will not be covered for damage to the **vehicle** (including damage caused by fire) or theft of the vehicle. **Your** insurers will also need to know if **you** are towing a caravan or trailer.

If the **vehicle** has a manufacturer's or other mechanical warranty, **we** will provide emergency assistance but **you** are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

Disruption in country

Our service in certain countries may become disrupted or unavailable due to prevailing conditions in that country. For example strike action may delay or prevent **our** service under this **policy**. If this is the case, **we** will not be liable for any losses that **you** may suffer as a result of the disruption or unavailability of **our** services. To obtain current information on conditions in the countries **you** are travelling to, please refer to the Foreign and Commonwealth office website at: https://www.gov.uk/government/organisations/foreign-commonwealth-office or email: TravelAdvicePublicEnquiries@fco.gov.uk

Service providers

The **service providers** that provide service or assistance under this **policy** including recovery or repairs carried out by a local repairer are not checked or approved by **RAC** and do not act as agents for **RAC**. **RAC** cannot be held liable for acts or omissions of **service providers**.

The sections of European breakdown cover

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

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

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

We will then discuss the preliminary fault diagnosis with **you** and determine which other benefits may be available to **you** under this **policy** as a result of **your claim**. For example, if the repairs cannot be completed within 12 hours, **we** will discuss whether **you** would like **us** to arrange transport for **you** to continue **your journey** to **your** destination (under Section 4) or arrange accommodation while **you** wait for the repair to be completed (under Section 6). These alternatives will be discussed with **you** at the outset so that the best course of action can be agreed. **We** will have final say on the best course of action if this cannot be agreed.

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

If **your vehicle** cannot be repaired by the date that **you** originally planned to return to the **territory**, and it is agreed to repatriate the **vehicle** and **you** and **your party**, all other cover under this **policy** will cease with the exception of Section 16. This will also apply where the preliminary fault diagnosis changes and it is agreed to repatriate the **vehicle** and **you** and **your party**.

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

Your cover

Please refer to **your policy schedule** which sets out **your** chosen level of cover, the benefit levels applicable to each Section and territorial zone in which **you** will receive cover. **You** will not necessarily have all the following sections of cover as part of **your policy** and the cover under the sections may be subject to limits. Please refer to the table on page 12 which provides **you** with details of which sections, benefit levels and territorial zones apply to each cover level.

SECTION 1: Roadside assistance in the territory

What is covered

If a **vehicle** has **broken down** in the **territory** within 48 hours of **your** planned departure from the **territory**, **we** will arrange and pay for an **RAC Patrol** or an **RAC Contractor** to either:

1. Repair the **vehicle** at the roadside; or
2. If **we** are unable to permanently repair the **vehicle** at the roadside (within a reasonable time), **we** will decide either to provide a temporary repair to the **vehicle** at the roadside or transport the **broken down vehicle** to a local repairer or back to **your home**.

What is not covered

1. A **breakdown** that occurs more than 48 hours prior to the planned **journey**;
2. A **breakdown** that occurs within a quarter of a mile from **your home**;
3. Recovery and repair costs, including labour charges, if the **vehicle** was in a **road traffic accident**;
4. All costs if, in **our** reasonable opinion, the **vehicle** is **beyond commercial economical repair**;
5. Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the **vehicle**, nor render it unsafe to drive;
6. The cost of any parts required by **us** to repair the **vehicle**;
7. Recovery and Repair costs not directly necessary to enable the **vehicle** to continue the **journey**;
8. If the **vehicle** suffers a **breakdown** as a result of mis-fuelling **we** will not repair the **vehicle** (including but not limited to draining or removing the fuel). **We** will only recover the **vehicle** to a local repairer. **We** may be able to repair the **vehicle** and/or arrange recovery of the **vehicle** to another location for an additional charge and any further benefits under this **policy** will not be provided.

Important

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

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

SECTION 2: Journey continuation in the territory

What is covered

If a **vehicle** has **broken down** in the **territory** within 48 hours of **your** planned departure date and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** under Section 1, **we** are unable to repair the **vehicle** in accordance with Section 1, once **we** have decided that **we** cannot get the **vehicle** repaired locally within 24 hours, **we** will arrange and pay for the cost of a replacement car (including collision damage waiver) to enable **you** to continue **your journey**.

What is not covered

1. Fuel and oil costs, personal insurance or any other extra costs;
2. The excess payable under any insurance for the replacement vehicle;
3. A hire car is not available after a **road traffic accident**.

Important

See page 14 for important information about hire cars arranged under this **policy**.

SECTION 3: Roadside assistance in Europe

What is covered

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

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

What is not covered

1. Repair costs, including labour charges, if the **vehicle** was in a **road traffic accident**;
2. If the **vehicle** cannot be driven due to a **road traffic accident** 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 **vehicle** repairs

abroad or have the **vehicle** repatriated. **We** cannot repair the **vehicle**;

3. Repair costs if, in **our** reasonable opinion, the **vehicle** is **beyond commercial economical repair**;
4. Any costs for non-emergency repairs such as satellite navigation or air conditioning or climate control faults which do not affect the mobility or security of the **vehicle**, nor render it unsafe to drive;
5. The cost of any parts required to repair the **vehicle**;
6. Repair costs not directly necessary to enable the **vehicle** to continue the **journey**;
7. If the **vehicle** suffers a **breakdown** as a result of mis-fuelling **we** will not repair the **vehicle** (including not draining or removing the fuel). **We** will only recover the **vehicle** to a local repairer. **We** may be able to repair the **vehicle** and/or arrange recovery of the **vehicle** to another location for an additional charge. Any further service under this **policy** will not be provided.

Important

See page 2 for information on what **you** should do if **you break down** or have a **road traffic accident** on a motorway in **Europe**.

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

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

SECTION 4: Journey continuation in Europe

Cover under this Section is not available if **you** benefit from Additional accommodation expenses under Section 6.

What is covered

If **your vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section 3, the **vehicle** cannot be repaired in accordance with Section 3 within 12 hours of the **breakdown** or **road traffic accident**, **we** will arrange and pay for **you** and **your party** to continue **your journey** by any one or a combination of:

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

Cover under this Section will stop once **your vehicle** has been repaired to a roadworthy condition or if **your vehicle** is to be repatriated by **us** or **your** motor insurer, or if **your vehicle** is deemed by **us** to be **beyond economic commercial repair**. Once **you** are notified that this is the case, **you** must return the hire car to the place of collection of the hire car within 24 hours or **you** can choose to keep the hire car for longer than 24 hours to continue **your** intended **journey,** however all additional hire car costs are payable by **you** and will be charged to **your** credit card.

What is not covered

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

Important

See page 14 for important information about hire cars arranged under this **policy**.

SECTION 5: Replacement parts dispatch

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section 3, the **vehicle** requires replacement part(s) necessary to complete repairs to it, but those parts are not obtainable locally, **we** will (subject to availability) arrange **your** purchase of such replacement parts and arrange and pay for:

1. The freight, handling and ancillary charges for dispatch of the replacement part(s) to the **vehicle** or an appropriate railway station or airport; and
2. If the parts are dispatched to a railway station or airport, the cost of one person to collect the part(s) from the railway station or airport if required.

What is not covered

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

Important

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

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

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

SECTION 6: Additional accommodation expenses

Cover under this Section is not available if **you** benefit from Journey Continuation under Section 4.

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section 3 the **vehicle** cannot be repaired within 12 hours of the **breakdown** or **road traffic accident**, **we** will arrange and pay a contribution towards additional, (not alternative) accommodation (room only) for **you** and **your party** in a hotel of **our** choice whilst **you** wait for **your vehicle** to be repaired.

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

What is not covered

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

SECTION 7: Replacement driver

What is covered

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

What is not covered

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

SECTION 8: Vehicle break in - emergency repairs

What is covered

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

You will need to pay these costs yourself and **claim** them back from **us** by completing a **claim** form (see condition 7 on page 23).

The following criteria apply:

You must report the matter to the police before contacting **us** and must obtain a written report from the police. **You** will need to provide a copy of the police report to **us** when **you** make **your claim** under this Section.

What is not covered

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

Important

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

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

SECTION 9: Vehicle repatriation

What is covered

If a **vehicle** has **broken down** or been in a **road traffic accident** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending in accordance with Section 3, the **vehicle** cannot be repaired by **your planned return to the territory**, **we** will arrange and pay for:

1. Storage of the **vehicle**, while awaiting repatriation by **us** in accordance with this Section; and
2. Repatriation of the unaccompanied **vehicle** by road transporter from the place of the **breakdown** or **road traffic accident** or the local repairer to **your home** or a repairer in the **territory** chosen by **you**, providing the cost is not more than the **market value** of the **vehicle** (or up to £500 (whichever is lower) if **you** have purchased standard cover- please refer to **your policy schedule**). If the cost of repatriation is more than this, **you** will have to pay the balance between

the **market value** of **your vehicle** (or the balance over £500 for standard cover), and the cost of repatriation before service is provided.

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

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

What is not covered

1. Any storage charges or repatriation costs not authorised by **us** or while **we** are awaiting a decision from **your** motor insurer;
2. The cost of repatriation (including storage charges) if **we** determine (acting reasonably) that the **vehicle** is **beyond commercial economical repair**;
3. The cost of repatriation (including storage charges) if the **vehicle** is roadworthy;
4. Transportation costs for any personal belongings, valuables or luggage. Any items left with the **vehicle** for recovery are left at **your** own risk;
5. **We** are unable to transport any animals in the **vehicle**. **We** cannot guarantee that **we** can arrange transport for any animal. Any onward transportation is at **our** discretion and solely at **your** risk. **We** will not insure any animal during any onward transportation **we** may undertake;
6. Any repairs required to the **vehicle** and associated costs following repatriation;
7. Any repatriation that is not authorised by **your** insurers if the **vehicle** is in a **road traffic accident** covered by **your** motor insurers;
8. Any cancelled repatriation as a result of **you** failing to leave keys for the **vehicle** or keys for any roof box with the **vehicle**;
9. Any **claim** if the **vehicle** is being repatriated and customs in any country find its contents are breaking the law of that country.

If **you** have any enquires relating to **your** repatriation please contact **us** on 0870 5493 320.

Important

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

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

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

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

If a **vehicle** to be repatriated has been **fitted** with a roof box or bicycle rack, **you** must remove it and place it inside the **vehicle**, if possible. If **you** cannot do so, the roof box or bicycle rack can be left on the **vehicle**. The roof box keys need to be left with the **vehicle** keys in the event that customs 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 a **vehicle** is to be repatriated, **you** should check with **your** motor insurers that it will be covered in transit for loss or damage and that the contents are also covered. This **policy** will not cover any **vehicle** or their contents during transit.

SECTION 10: Passenger repatriation

What is covered

If **your vehicle** is repatriated under Section 9 or deemed **beyond commercial economical repair** by **us**, **we** will arrange and pay for repatriation of **you** and **your party** to **your home** in the **territory**, either immediately or by **your** planned return date to the **territory**, by any one or a combination of:

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

What is not covered

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

Important

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

We will decide the best option to get **you** and **your party home**. **We** will act reasonably in making this decision. The option(s) chosen is likely to be that which allows **you** and **your party** to return **home** by the most direct route and is within the limit of cover under this **policy** under Section 4 (journey continuation in Europe).

See page 14 for important information about hire cars arranged under this **policy.**

SECTION 11: Collection of vehicle left abroad for repair

Cover under this Section is only available where **we** have agreed with **you** that the **vehicle** will remain in **Europe** for repair and not be repatriated under Section 9. Cover under this Section 11 is not available for caravans and trailers.

What is covered

If a **vehicle** has **broken down** in **Europe** during a **journey** during the **period of cover** and, following a **service provider** attending the **breakdown** in accordance with Section 3, the **vehicle** cannot be repaired by **your** planned return date to the **territory** and **you** and **your party** have been repatriated to **your home** under Section 10, **we** will arrange and pay for one person to collect the **vehicle** and return it to the **territory**, by any one or a combination of:

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

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

What is not covered

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

Important

Any decisions as to whether the **vehicle** can be repaired abroad so that **you** (or someone nominated by **you**) must return and collect it on completion of the repair or that the **vehicle** cannot be repaired and must be repatriated will be determined by **us** in accordance with Section 9.

SECTION 12: Accidental damage to or loss of tent

What is covered

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

a) accommodation expenses of £35 per person in the **party** per day for up to 3 days; or

b) a replacement tent (provided it has been authorised by **us** in advance) up to a maximum of £250.

You will need to pay these costs yourself and **claim** them back from **us** by completing a **claim** form (see condition 7 on page 23). The following criteria apply:

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

What is not covered

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

SECTION 13: Customs duty indemnity

What is covered

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

What is not covered

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

SECTION 14: Urgent message relay service

What is covered

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

What is not covered

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

SECTION 15: UK hire car whilst awaiting repatriation

What is covered

If **we** have agreed with **you** that the **vehicle** will be repatriated under Section 9 of this **policy** and **you** have returned to the **territory**, **we** will arrange and provide cover for the cost of a replacement hire car of up to £40 per day for up to 3 consecutive days whilst **you** are awaiting the repatriation of **your vehicle**. The 3 days can be taken at any point during the period where **you** are awaiting **your vehicle** but they must be consecutive and **you** must collect and return the hire car within the 3 day period. **You** can choose to keep the hire car for longer than 3 days, however all additional hire car costs are payable by **you**.

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

You will need to pay these costs yourself and claim them back from **us** by completing a **claim** form (see condition 7 on page 23).

What is not covered

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

Important

See page 14 for important information about hire cars arranged under this **policy**

SECTION 16: European legal care

Uninsured loss recovery, travel costs and legal defence

Uninsured loss recovery

What is covered

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

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

If **our legal claims handler** appoints a **legal representative** in relation to such **legal proceedings**, **we** will cover the costs of the **legal representative** up to £100,000 per **legal claim**.

Travel costs

What is covered

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

Legal defence

What is covered

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

What is not covered under Section 16

1. **We** will not cover the **policy excess**;
2. **We** will not cover any **legal claim** which is covered under an RAC Travel Insurance policy;
3. **We** will not provide cover for appeals;
4. **We** will not cover **legal costs**:
   a) incurred before **our legal claims handler** has confirmed acceptance of the **legal claim** in writing;
   b) exceeding any amount approved by **us** or **our legal claims handler** or in any event above the limits of cover set out in this Section 16;
   c) incurred in **legal proceedings** which are not in a court of summary jurisdiction (equivalent to a magistrate's court in England and Wales);
   d) incurred in respect of **legal proceedings** if in **our legal claims handler**'s expert opinion, there is not a 51% or greater chance of success or acquittal. Cover may be refused or discontinued if such prospects do not, or no longer, exist;
   e) incurred in respect of **legal proceedings** arising from alcohol, drugs or parking related offences;
   f) for **legal claims** directly or indirectly, caused by, contributed to or arising from:
      i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
      ii. a **road traffic accident** occurring during a race, rally or competition;
   g) incurred following a payment into court or offer to settle by a third party unless **we** or **our legal claims handler** has authorised **you** and/or **your** passengers in writing to continue with the **legal claim** after the payment into court or offer to settle or **you** and/or **your** passengers are ultimately awarded or settle for more than the amount of the payment in offer to settle;

h) incurred if **you** and/or **your** passengers withdraw instructions from the **legal representative** or from the **legal proceedings** without **our legal claims handler**'s prior consent, unless **our legal claims handler**'s consent is withheld without good reason. This is not intended to restrict **your** and/or **your** passengers' right to choose a **legal representative** in the event of a conflict of interest, or where it becomes necessary to issue court proceedings;

i) for any expert witness unless previously agreed by **our legal claims handler**;

j) where **you** and/or **your** passengers are responsible for any delay which is prejudicial to the **legal claim** or where **you** and/or **your** passengers fail to give proper instructions in due time to **our legal claims handler** or the **legal representative**;

k) where **you** and/or **your** passengers have pursued a **legal claim** without **our legal claims handler**'s consent or in a different manner from that advised by the **legal representative**; or

l) for **you** and/or **your** passengers to obtain a second opinion if **you** and/or **your** passengers do not agree with the decision of the **legal claims handler** or **us** that **your** and/or **your** passengers' **legal claim** is not covered under this Section 16;

m) any **claim** where the event giving rise to the **claim** occurred prior to **you** purchasing or upgrading the **policy** to include this Section 16.

5. **We** will not cover any **legal claim** which occurs in the **territory** unless **you** and **your** passengers are travelling to a port during the **period of cover** within 48 hours of **your** planned departure from the **territory**.

Conditions for Section 16

In addition to the general conditions, the following conditions will apply to European legal care under this Section 16:

1. **You** and/or **your** passengers must report a **legal claim** to **us** as soon as possible and in any event no later than 180 days after the date **you** and/or **your** passengers knew or should have known about the **legal claim**;
2. During the course of any **legal claim you** and/or **your** passengers must take all available steps to recover the **legal costs** in the **legal proceedings**;
3. During the course of the **legal claim we** and **our legal claims handler** will have the right of direct access to the **legal representative**;
4. **We** or **our legal claims handler** will appoint any **legal representative** from **our** panel. However, in the event that the **legal claim** is not settled by negotiation and it becomes necessary to start court proceedings or if there is a conflict of interest, **you** and/or **your** passengers do not have to continue to instruct the **legal representative** nominated by **us** or **our legal claims handler** and **you** and/or **your** passengers may propose another **legal representative** by sending to **our legal claims handler** the name and address of the suitably qualified **legal representative you** and/or **your** passengers propose. If **our legal claims handler** does not agree with **your** and/or **your** passengers' choice of **legal representative you** and/or **your** passengers may propose another who must meet the conditions set out in the definition of **legal representative**. If **our legal claims handler** is still unable to agree with **you** and/or **your** passengers on a suitable **legal representative**, it will ask the Law Society, or another body of similar standing, to name a further **legal representative**. **You** and/or **your** passengers and **our legal claims handler** must accept this nomination. In the meantime, **our legal claims handler** may appoint a **legal representative** to act on **your** and/or **your** passengers' behalf to safeguard **your** and/or **your** passengers' interests;
5. **You** and/or **your** passengers must not incur or enter into an agreement to incur any costs, including those incurred with the **legal representative**, without **our legal claims handler**'s prior acceptance. In order to use this benefit, the **legal representative** must act for **you** and/or **your** passengers in accordance with **our legal claims handler**'s standard terms of appointment which are available upon request;
6. **You** and/or **your** passengers must co-operate at all times in the completion of any necessary documentation and/or provision of information requested either by **our legal claims handlers** or by the **legal representative**. **You** and/or **your** passengers must also not do anything which may prejudice **your** and/or **your** passengers' **legal claim** or **our legal claims handler**'s position in respect of the **legal claim**;
7. Disputes with **us**, **our legal claims handlers** or any **legal representatives** under this Section 16, will not be covered except as provided for under **our** complaints procedure. Any such disputes in respect of any **legal claim** under this Section 16 may be referred to arbitration, which will be decided by counsel, or an appropriate body, chosen jointly by **our legal claims handler** and **you** and/or **your** passengers;
8. **You** and/or **your** passengers shall take all reasonable steps to:
   a) prevent any occurrence which may give rise to a **legal claim**; and
   b) mitigate the losses that arise from an incident leading to a **legal claim** and throughout the duration of such **legal claim**.
9. **You** and/or **your** passengers shall forward any accounts for **legal costs** as soon as they are received and, if required to do so by **our legal claims handler**, shall have such **legal costs** taxed, assessed or audited by the appropriate court or authority;
10. **We** or **our legal claims handler** may take over and conduct the **legal claim** and may, subject to **your** and/or **your** passengers' interests, settle the **legal claim** in **your** and/or **your** passengers' name. In addition,

we or **our legal claims handler** may decide not to commence or to terminate **legal proceedings** at any time and pay **you** and/or **your** passengers up to or equal to the amount **you** and/or **your** passengers are claiming for or the amount being claimed against **you** and/or **your** passengers; and

11. Every written notice or communication shall be sent to **you** and/or **your** passengers at the last address known to **us** or **our legal claims handler**.

General conditions for this policy

The following conditions apply to this **policy**. If **you** or a member of the **party** do not comply with these conditions **we** may not be able to provide cover under this **policy** and the **policy** may be cancelled.

1. **You** must have purchased the **policy**, paid any supplements and supplied **us** with any details **we** require and requested by **us** during the sales process before **you** leave the **territory** on a **journey**;
2. **You** must be with the **vehicle** at the time of its **breakdown** or **road traffic accident** and when the **RAC patrol**, **RAC contractor** or **service provider** (as applicable) arrives at the **breakdown** or **road traffic accident**. If **you** are not, **we** will not provide any service related to the **breakdown** or **road traffic accident**;
3. The **vehicle** must be maintained in accordance with the manufacturer's recommended service standards;
4. **You** must make sure the **vehicle** meets all relevant laws of the countries **you** visit during a **journey**. This particularly includes weight limits for towing;
5. Maximum number of persons: The **vehicle** must not carry more persons than the number stated in the **vehicle's** Vehicle Registration Document or more than eight persons (including the driver) or 17 persons (including the driver) if the **vehicle** is a minibus. Each person must occupy a separate fixed seat fitted during **vehicle** construction and to the manufacturer's specification and any child must occupy a properly fitted child seat;
6. Replacement vehicle: If **we** provide a replacement hire car, see the important car hire information on page 14;
7. Costs paid for by **you**: On occasion **you** may be asked by **us** to arrange and pay for services and reclaim costs from **us**. In these instances, **you** should obtain a receipt for those costs and request a **claim** form from **our** breakdown customer care team, details of which are on page 2;
8. **We** will require **your** credit card details if **we** arrange a service for **you** which is not covered by **your policy** or if it exceeds the limit set for each benefit;
9. Exchange rate: Any costs that are incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time. Any costs that are incurred by **you** in a currency other than GBP and which are recoverable from **us** under this **policy**, will be converted to GBP at the exchange rate used by **your** credit or debit card provider (in the case of card payments) or used by **us** at the time **you** present the **claim** (in the case of cash payments);
10. Eligible persons: **You** must be permanently resident in the **territory** during the **period of cover**;
11. **You** must pay the premium, any supplements and applicable taxes for this **policy** by the due date set out in **your policy schedule** or the **policy** may be cancelled in accordance with the cancellation provisions on page 26. The premium will be due in full in advance;
12. Where **you claim** under this **policy** for a reimbursement of payments made by **you**, **you** must have proof that **you** have made such payment before **we** will reimburse **you**, for example a receipt or invoice relating to the payment;
13. If **we** provide an onward transportation service for passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
14 If **we** provide an onward transportation service for **you** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** own risk. **We** will not transport animals in the recovery **vehicle** and **we** will not be liable for or insure any animal during any onward transportation, however any assistance animals may be accommodated;
15 **We** shall not in any event, be liable for losses relating to any business interests **you** or **your party** may have including, but not limited to, loss of profit or revenue, loss of opportunity or of business; or for business interruption;
16. **You** must maintain the **vehicle** in a legal and roadworthy condition. This includes (but is not limited to) ensuring the **vehicle** complies with the following conditions throughout the **period of cover**;
    a) it has a valid current excise licence (a tax disc) unless the **vehicle** is exempt from the requirement to hold an excise license under Section 5 of the **Vehicle** Excise and Registration Act 1994, this includes certain old vehicles, agricultural vehicles and emergency vehicles;
    b) it has a valid MOT certificate;
    c) it has valid motor insurances; and
    d) the **vehicle** is registered in the **territory**.

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

    You must also tell **us** if **you** are aware of any mechanical, electrical or other defect or problem with a **vehicle** which may cause it to **break down**. If **you** do not do so, **we** reserve the right to refuse to provide any service under this **policy** if required as a result of such a **breakdown**.

17. **You** must not:

1. Behave inappropriately towards any representative of the **RAC** by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse the **policy** by, including but not limited to, any of the following:
   a) persuading or attempting to persuade any representative of the **RAC** into a dishonest or illegal act;
   b) false or fraudulent actions or dishonesty or any act or omission which is wilful misuse or unlawful;
   c) omitting to tell the **RAC** important facts about a **breakdown** in order to obtain a service that would not otherwise be covered under the **policy**;
   d) providing false information in order to obtain a service that would not otherwise be covered under the **policy**;
   e) knowingly allow, or not take reasonable care to prevent, someone not covered by the **policy** attempting to obtain a service under this **policy**; or
   f) paying for additional services or goods in the knowledge that the payment will fail, with no intention of providing alternative payment.

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

a) Restrict the cover available to **you** at the next renewal, if **you** wish to continue the **policy** with **us**;
b) Refuse to provide any services to **you** under this **policy** with immediate effect;
c) Immediately cancel this **policy** in accordance with the cancellation provisions; and
d) Refuse to sell any services (including RAC membership or RAC European Breakdown Cover) to **you** in the future.

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

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

General exclusions for this policy

The following exclusions will apply to this **policy**:

1. If **you** fail to contact **us** within 24 hours of becoming aware of the **breakdown we** may refuse to provide cover in relation to the **breakdown**;
2. Any costs which **you** or **your party** would have had to pay if the **breakdown** or **road traffic accident** (as applicable) had not occurred;
3. Replacement vehicles:
   a) The provision of a replacement motorcycle. If the **vehicle** that has **broken down** or been in a **road traffic accident** is a motorcycle, a replacement car or other alternative transport will be arranged, whichever is most suitable. The cost of a **trailer** for **you** to transport **your** motorcycle is also excluded from cover under this **policy**;
   b) The provision of convertibles, any specific car type or model, specially adapted **vehicles** or **vehicles** with a tow bar, roof rack or automatic gearbox;
   c) **We** cannot guarantee the hire of minibuses, motorhomes or vans; or
   d) The provision of a replacement caravan or trailer;

   Please note **your** cover under this **policy** does not extend to any replacement **vehicle**.
4. Any **breakdown** or **road traffic accident** caused directly or indirectly by the overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
5. Any personal belongings, valuables, luggage, goods, vehicles, boats in or on a **vehicle**. **You** are responsible for the care of these items at all times;
6. Any **breakdown** or **road traffic accident** caused directly or indirectly by:
   a) Running out of oil or water;
   b) Frost damage; or
   c) Rust or corrosion.
7. Any **claim** which **you** could make under any other insurance policy. If the value of **your claim** is more than the amount **you** can get from **your** other insurance **we** may pay the difference. If **we** do make a payment it will not be more than the appropriate benefit limit under this **policy**;
8. If the **breakdown** or **road traffic accident** is caused by flooding brought about by adverse weather **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be at **your** cost, or must be referred to **your vehicle's** motor insurer;
9. Any travel outside the **territory** and **Europe**;
10. Routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing* or broken keys. **We** may be able to arrange for the provision of these services but **you** must pay for any costs incurred.

    *Keys which are locked inside the **vehicle** are covered and **we** can arrange for a **service provider** to attend. However, any damage which may occur in trying to retrieve the keys will be at **your** risk and **you** must pay for any costs incurred.

    If the **vehicle breaks down** as a result of a problem with its tyre, **we** will provide assistance to change the tyre using a serviceable spare tyre carried by **you**. If **you** don't have a serviceable spare tyre, general exclusion 21(c) page 25 will apply.

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

11. The cost of any transportation, accommodation or care of any animal;
12. Recovery or any other benefits following a **road traffic accident** in the **territory**. If **you** have had a **road traffic accident** in the **territory** and would like **us** to recover the **vehicle we** may be able to assist for an additional charge;
13. If **you** refuse or delay repairs to the **vehicle** for whatever reason, any costs that **we** consider (acting reasonably) would not have been incurred under this **policy** if **you** had not refused or delayed repair;
14. Attendance following fire, theft or any other incident covered by any policy of motor insurance (unless covered under Section 8). If **you** would like **us** to recover the **vehicle** following one of these incidents **we** may be able to assist for an additional charge;
15. **Vehicles** which have **broken down** on land to which **you** or **we** do not have permission to access;
16. **Vehicles** which have **broken down** as a result of taking part in any motorsport event or activity which takes place off the public highway (including, without limitation, rallies or stock car racing) and is not subject to the normal rules of the public highway including participation in the Nürburgring. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
17. The transportation of any **vehicle** which **we** consider (acting reasonably) is loaded over its legal limit;
18. The cost of **specialist equipment** for any reason (including safely lifting a modified **vehicle**);
19. Transportation of any horses or livestock;
20. Any costs:
    a) incurred without **our** prior consent. All requests for service must be made directly to **us**;
    b) that are not arranged through **us** or arranged by **us**;
    c) relating to repairs of wheels and tyres and costs relating to any **vehicle** not carrying a serviceable spare tyre and wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
    d) relating to **you** having failed to carry or having misused any equipment provided by the **vehicle** manufacturer for the purposes of removing the **vehicle** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
    e) relating to repairs or replacement to glass in the **vehicle** (including windscreens, unless covered under Section 8). In the **territory we** will only arrange the recovery of the **vehicle** to a nearby garage for assistance but **we** will not pay for any replacement glass or pay for the fitting of any glass. **You** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge. In **Europe we** may provide cover under the terms of Section 8 if **your vehicle** has been broken into;
    f) for **vehicle** storage charges (unless covered under Section 9); or
    g) for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under this **policy** and the cost of any return ferry crossings and/ or toll fees of the recovery vehicle (unless covered under Section 9).
21. **We** will not pay for any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under this **policy**. For example, loss of earnings due to **us** being unable to repair the **vehicle** at the roadside, losses caused by delay in **us** (or any third party) providing any benefit of service or onward travel costs such as missed flights (except that this will not apply in relation to any **claim you** may have for death or personal injury);
22. **We** will not provide any service under this **policy** if **we** are prevented from doing so in circumstances beyond **our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances **we** will take steps to prevent or minimise the effects of such circumstances on **our** services;
23. In the event of involvement of an **emergency service**, **we** will not remove the **vehicle** until **all emergency services** concerned have provided **us** with authorisation. If the e**mergency services** insist on the removal of the **vehicle** by anyone other than **us**, **we** will not meet the cost of the removal;
24. Any **claim** caused directly or indirectly by **you** being affected by intoxicating liquors or drugs; or
25. Any **claim** that exceeds **your** limit of cover (as shown on **your policy schedule**);
26. Any costs that are not arranged through **us** or arranged by **us**.

Renewal

Renewal of an annual policy

If **you** have an annual **policy**, prior to the end of the **period of cover we** will write to **you** to confirm whether the **policy** will be renewed and, if so, any changes to the premium and the terms and conditions applicable to the **policy** for the next 12 month period.

If **you** have authorised **us** to hold **your** payment account details on **our** database, **we** will automatically renew the **policy** and collect **your** premium. If **you** do not wish **us** to automatically renew the **policy** using this payment method **you** will need to contact **us** before the renewal date.

If **you** have informed **us** that **you** do not wish **us** to automatically renew the **policy**, **you** have not authorised **us** to hold **your** payment account details, or **your** payment details have changed, **we** will not renew the **policy** and it will expire at the end of the current **period of cover**. However, provided the applicable premium is paid within 60 days of the **start date** of the new **policy we** will renew the **policy** from the renewal date, if **you** wish to reinstate the **policy**.

Cancellation of policy

1. **Period of cover** of less than 30 days:

   If the **period of cover** is less than 30 days, no right of cancellation will apply.

2. **Period of cover** of 30 days or more:

   You are entitled to cancel the **policy** within the first 14 days following the **start date** or the date **you** receive these terms and conditions with **your policy schedule**, whichever happens later. The **policy** will be cancelled with immediate effect.

   a) If no **claim** has been made, we will refund **your** premium in full.

   b) If a **claim** has been made, no refund will be provided.

Cancellations can be made by calling **us** on 0844 891 1288 or by writing to **us** at the following address:

Customer Service
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

For cancellations that are made after 14 days, no refunds will be given.

Our right to cancel

We may cancel the **policy** in the event of misuse of the **policy** as set out in the General Conditions. In the event that **we** decide to cancel the **policy**, **we** will notify **you** in writing and the **policy** will be cancelled with immediate effect. **We** will not refund any premium that has already been paid or that is due to **us**.

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

Changes to your details

You must notify **us** immediately if **you** want to amend any details relating to the **policy** including any change to the **home** address and any change to any **vehicle** to be covered under the **policy**. Alternatively, **we** can be contacted on the phone number or at the address set out under How to contact **us**.

A charge may be applicable if **you**:

1. Change the **vehicle** set out on **your policy schedule** to an older **vehicle**;
2. Inform us if **you** will be travelling into another territorial zone;
3. Increase the amount of people in **your party**;
4. Hold a single trip **policy** and want cover for a caravan or trailer being towed by a **vehicle** set out on **your policy schedule**.

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

We are unable to change the details of the policyholder (as set out on the **policy schedule**) to that of another person.

If **you** have a single trip **policy**, **you** will be unable to amend any details from the **policy** start date.

Changes to the policy terms and conditions

In addition to **our** right to review the premium and other terms and conditions for **the policy** at the end of the **period of cover**, **we** can make changes to the **policy** terms and conditions at any time:

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

Any change to the **policy** terms and conditions (together with the reasons for such changes) will be notified to **you** at least 21 days in advance of the date that the change is due to take effect.

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

How to contact us

General enquiries

For general enquiries about the **policy** (sections 1-15), including changes to the cover under the **policy** and renewals please contact **us** as follows:

1. Call **us** on 0844 891 1288
   Mon to Fri 7.00am to 10.00pm,
   Saturday 8.00am to 8.00pm,
   Sunday 9.00am to 7.00pm and
   Bank Holidays 9.00am to 5.00pm; or
2. Write to **us** at:
   RAC Motoring Services
   Customer Services Department
   Great Park Road
   Bradley Stoke
   Bristol BS32 4QN

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

If **you** have any problems reading this **policy** booklet **you** can contact **our** customer services department on 0844 891 1288 for a large font or Braille version.

Complaints

We are committed to providing **you** with the highest standard of service and customer care. **We** realise, however, there may be occasions when **you** feel **you** did not receive the standard of service **you** expected. If **you** would like to complain about any aspect of the service **we** have provided to **you** under **your policy** please contact **us** as set out below. Please bring the complaint to our attention as soon as **you** can as this will assist **us** and **you** to resolve the complaint as quickly as possible.

If **you** are dissatisfied with any aspect of **our breakdown** services (sections 1 to 15) call **our** customer service number on:

1. 0844 891 1288; or
2. Write to **us** at:
   Breakdown Customer Care
   RAC Motoring Services
   Great Park Road
   Bradley Stoke.
   Bristol BS32 4QN; or

   Email **us** at: breakdowncustomercare@rac.co.uk

If **you** are dissatisfied with any aspect of **our** European Legal Care (Section 16) call **our** Legal Team on;

1. 0800 051 4568; or
2. Write to **us**
   RAC Legal Customer Care
   RAC House
   Great Park Road
   Bradley Stoke
   Bristol
   BS32 4QN; or

   Email **us** at: legalcustomercare@rac.co.uk

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

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

Financial Ombudsman Service

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

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
E14 9SR

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

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

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

Your data

Data protection statement

For the purposes of the Data Protection Act 1998, the data controller in relation to the personal data **you** supply is RAC Motoring Services (RACMS), (Registered No: 01424389), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

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

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

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

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

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

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

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

Sensitive data

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

Credit searches and use of third party information

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

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

Fraud prevention and detection

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

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

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

Informing you about products and services

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

RAC Motoring Services
Customer Services Department
(DP) FREEPOST 186
PO Box 408
Bristol
BS99 7BR

Breakdown cover provided by RAC Motoring Services (Registered No 01424399) and RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. Arranged, sold and administered by RAC Motoring Services who is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities only. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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