Your cover

from cover to cover.

Your breakdown cover terms and conditions

rac.co.uk

What to do if you break down
Call RAC on 0800 82 82 82

Calls may be recorded and/or monitored.

Members using mobile telephones are recommended to contact their service provider regarding any charges that arise from using free phone numbers. Calls may be recorded and/or monitored.

For the Republic of Ireland (Roadside and European services only) please call 1 800 535 005.

Members with hearing difficulties can contact Us using a Textphone by prefixing 18001 before the relevant telephone number to be connected to Typetalk or can use an SMS facility on 07855 82 82 82.

When You call, please provide the following information:

- Your name
- Your RAC Membership number
- Your Vehicle registration number
- The make and model of Your Vehicle
- Your exact location, including the road You are on, plus the nearest road junction if possible
- The number of the phone You are using

Remember:

- Please ring Us back (on the free number) if You get going before the Patrol arrives
- Only accept help from the Patrol or Contractor that has been sent to assist You by RAC
- Don't go directly to a garage (even an RAC appointed one); RAC are not obliged to reimburse You if You have had to pay for help which was not arranged by RAC
- Recovery service can only be arranged by RAC

Please ensure these terms are kept with the Vehicle, should any incident occur.

Please note that some mobile operators may charge for calls to 0800 numbers.

How to contact us

Customer Services
0844 891 3111†
For general Membership enquiries, change or renewals
Opening times Mon to Fri 8:00 am to 9:00pm, Sat 8:30am to 5:00pm, Sun 10:00am to 4:00pm

Write to us at:
Customer Services Dept., RAC Motoring Services, FREEPOST 186, PO Box 408, Bristol BS99 7BR.

Battery Response
If you think you have a vehicle battery problem call us on 0800 096 2947 to find out how we may be able to help you without impacting your entitlement.

Upgrades

European cover
0800 1977 116*
Upgrading Your Membership to include Breakdown assistance in Europe (Annual Cover) Or for Single Trip' European Breakdown cover.

Horse Trailer Assist
0844 844 4445†
Upgrading Your Membership to include cover for Your Horse Trailer (Monday to Friday 9am – 5pm). This service is provided by a partner.

Further cover

Vehicle Inspections
– The inspection is completed by an experienced and qualified RAC engineer 0800 085 2529*
– The inspection will reveal if the car is roadworthy and safe to drive
– RAC Car Data Check completed
– A written report will always be provided (optional verbal report available).

Car Insurance
Great value, award-winning** cover you can tailor to your needs.
0844 891 3822†

Home Insurance
Get a better deal on your home insurance, plus an exclusive member discount.
0844 546 0081†

Motorbike Insurance
We'll find you bike insurance at our best price from our panel of insurers.
0844 891 3994†

**Winner of 'Best overall vehicle insurance provider' at the Personal Finance Awards for 2009/10 and 2010/11.

*Members using mobile telephones are recommended to contact their service provider regarding any charges that arise from using free phone numbers.

†0844 numbers will be charged at 3p per minute from a BT landline. Charges for calls from other networks may vary. Please note your calls may be recorded and/or monitored for training purposes.

Contents

How to contact us 3
Definition of words 5
Status disclosure 6
RAC Breakdown policy summary 7
Membership types 8
- Personal based membership 9
- Vehicle based membership 9

Vehicle specifications 10
Product services 10
- Roadside 10
- Recovery 10
- At Home 11
- Onward Travel 11
- Response 12

General terms 12
General exclusions 14
Misuse of membership 15
Fair Call scheme 16
Auto renewal 16
General information 17
Caring for our customers 17
Your right to cancel 17
Our right to cancel 18
Data protection statement 18
Accident Care 19

Definition of words

"Breakdown"
is where the Vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electric failure (but not as a result of a road traffic accident, fire, 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.

"Broken down"
is where the Vehicle has suffered a Breakdown.

"Business use"
means the use of a Vehicle in connection with, or solely for the purpose of, operating a business.

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

"Fair Call Entitlement"
means the number of callouts You are entitled to make as set out in the Fair Call Scheme section.

"Home"
means Your permanent residence in the Territory.

"Member/You/Your"
means the person who is entitled to receive the services under their 'Personal based' or 'Vehicle based' Membership.

"Membership"
means this policy of roadside Breakdown assistance insurance, which is subject to these terms and conditions.

"Membership Year"
means the period of 12 calendar months commencing on the date You started Your Membership.

"Modified Vehicles"
means any Vehicle that has been modified from the manufacturer's specifications in such a way that it requires Specialist Equipment for Breakdown assistance.

"RAC Contractor"
means a Contractor appointed by Us to provide certain Breakdown assistance services under the Membership.

"Road Traffic Acts"
means any Acts, Laws, or Regulations, which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

"Specialist Equipment"
Includes equipment not normally carried by RAC Patrols and RAC Contractors as standard.

"Territory"
means United Kingdom, Jersey, Guernsey and the Isle of Man.

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

"Vehicle"
means any Vehicle eligible for cover under the Membership that meets the specifications set out in the Vehicle Specifications section on page 10.

"Vehicle Licensing Agency"
The Driver and Vehicle Licensing Agency (DVLA), responsible for registration of vehicles in the UK and the DVANI in Northern Ireland. Or the Isle of Man Department of Transport for customers living in the Isle of Man.

"We/Us/Our"
means RAC Motoring Services and/or RAC Insurance Limited.

Statement of demands and needs

Depending on the level of cover chosen, the products described in these terms and conditions meet the demands and needs of those who wish to ensure they have Breakdown assistance cover in the event of a mechanical Breakdown occurring to any covered Vehicle during the period of cover.

We will have provided You with a personal recommendation as to whether this Membership policy is suitable for Your specific needs if this policy was purchased via Our contact centre in Bristol within office hours (Mon to Fri – 8.00am to 9.00pm, Sat – 8.30am to 5.00pm, Sun 10am to 4pm and Bank Holidays – 9am – 5pm) or via our live chat service. However We have not provided You with a personal recommendation if the policy was purchased via our Direct Sales Representatives, RAC Patrols, on-line or outside office hours through Our RAC Control centres.

Status disclosure

Details of Policy Providers

Certain of the benefits and services provided under Your Policy are insurance products as defined under the Financial Services and Markets Act 2000. Such benefits and services are provided by RAC Motoring Services, company registration number 1424399, whose registered office is at RAC House, Brockhurst Crescent, Walsall, WS5 4AW and/or RAC Insurance Limited, company registration number 2355834, of the same address.

Regulatory Status

RAC Motoring Services (in respect of insurance mediation activities only) is authorised and regulated by the Financial Conduct Authority. RAC Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their firm reference numbers are 310208 and 202737 respectively. Authorisation can be checked on the Financial Services Register by visiting the website www.fsa.gov.uk/register/home.do or by contacting the FCA on 0800 111 6768.

RAC Legal Services is part of RAC Motoring Services. RAC Motoring Services is regulated by the Claims Management Regulator in respect of regulated claims management activities. Our registration is recorded on the website www.claimsregulation.gov.uk

For insurance purposes, the home state of RAC Motoring Services and RAC Insurance Limited is the United Kingdom.

RAC Motoring Services are able to offer You information on Our own products and products underwritten by RAC Insurance Limited.

keyfacts®

RAC breakdown policy summary

This is a summary of Breakdown Cover provided by Us and is important information that You should read. Full conditions of cover are explained in the terms and conditions. If You have any problems reading this booklet You can always call Our customer services on 0844 891 3111 (calls may be recorded and / or monitored) for a large font or Braille version.

Name of insurer

- Roadside, Recovery and At Home levels of cover are underwritten by RAC Motoring Services. In the Channel Islands and Isle of Man, these covers are underwritten by RAC Insurance Limited.
- Onward Travel and European cover are underwritten by RAC Insurance Limited.

Type of insurance and cover

These terms and conditions cover You in the event of the Vehicle's mechanical Breakdown. A number of different products are available, the cover provided by each product is described briefly in the table of features and benefits below. The services We will provide to You will depend on which product or combination of products You buy.

Significant features and benefits

Roadside	Roadside assistance to repair Your Vehicle including a tow for up to 10 miles from the Breakdown, and taxi fares for up to 20 miles from the garage if Your Vehicle cannot be fixed
Recovery	Recovery for up to 8 people and Your Vehicle to any single destination within the Territory
At Home	Breakdown assistance at Your Home or within a quarter of a mile of Your Home
Onward Travel	Replacement car for up to 3 consecutive days whilst Your Vehicle is being fixed or, if this is not appropriate, overnight accommodation or alternative form of transport
Accident Care	Advice and assistance to help You through the processes involved following an accident, including assisting You in pursuing a Personal Injury claim and, for an additional charge (which You may be entitled to recover from Your motor insurer), Recovery of Your vehicle.

– For full details on the above products and packages, see pages 10 to 12 & 19 to 20.

Membership Types

Personal Based – entitles the Member to be covered in any eligible Vehicle as a driver or passenger.

Vehicle Based – covers the named Vehicle for use by any authorised driver.

Significant exclusions and limitations

- Fair Call Entitlement is applicable to all Membership packages. This is an entitlement to a certain number of call outs each Membership Year. See page 16 of the terms and conditions for further details of this exclusion.
- Except for Roadside assistance You are not entitled to any benefits in relation to Vehicles Broken down within the first 24 hours of effecting Your Membership.
- Assistance is not available for Vehicles that have Broken down as a result of participation in motorsport or off road activities taking place off road and/or not subject to normal rules of the road, nor Vehicles used for Business Use. See page 14 of the terms and conditions for further details of this exclusion.
- Membership is only valid for residents with a registered address in the UK, Guernsey, Jersey or the Isle of Man.
- If the Vehicle should break down whilst towing a caravan or trailer We will recover Your Vehicle together with the caravan or trailer. If Your trailer or caravan breaks down then We can arrange for the recovery of Your trailer or caravan but You will be liable for the recovery costs. Please refer to page 15 of the terms and conditions for further details on costs.
- We are responsible for the labour costs of the RAC Patrol or RAC Contractor instructed by Us to attend You in accordance with Your level of cover. You will be responsible for all other costs. Please refer to page 15 of the terms and conditions for the list of such costs.
- If You call Us for assistance following an accident, fire, theft or act of vandalism or other incident covered by a policy of motor insurance, You will be liable to pay Us for the costs of removal. However, You may be entitled to recover these costs from Your motor insurer and, where they have been incurred following an accident, We may be able to assist You in this as part of Our Accident Care service.

Roadside

- Roadside does not cover Breakdowns within a quarter of a mile of Your Home or where You normally keep the Vehicle unless 'At Home' cover mis purchased.
- You are liable to pay towage costs for the entire distance if You wish to be taken to a destination further than 10 miles from where You have Broken down.

See page 10 of the terms and conditions for further details.

Recovery

- Recovery does not cover Breakdowns within a quarter of a mile of Your Home or where You normally keep the Vehicle.
- There are no towage costs unless Specialist Equipment is used.
- You can only purchase Recovery if You have Roadside.

See page 10 to 11 of the terms and conditions for further details.

At Home

- At Home does not cover Taxi service as described under the Roadside heading.
- Vehicle servicing or reassembly.

See page 11 of the terms and conditions for further details.

Onward Travel

- Onward Travel does not cover charges such as insurance excess, daily hire and any other costs due to You keeping the car after the agreed period of time.
- You can only purchase Onward Travel if You have Roadside and Recovery.
- We will not provide service if the Vehicle is already at a place of repair.
- Onward Travel Benefits are only available following Our attendance of a Breakdown incident.

See page 11 and 12 of the terms and conditions for further details.

Duration of cover

- Your Membership is for one year, renewable annually. Except for Continuous monthly membership, where Membership is on a monthly basis.

How to claim

Please refer to page 3 'How to contact us'.

Your right to cancel

You are entitled to cancel Your Membership within 14 days from the date of purchase of the contract or the date on which You receive Your policy documentation whichever is the later. See page 18 of the terms and conditions for details.

Caring for our customers

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 that You did not receive the standard of service You expect.

Should You have cause for complaint about any aspect of the Breakdown services, which We have provided to You, please contact Us at the address indicated and We will work with You to resolve Your complaint.

Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ.

If You are dissatisfied with any aspect of Our Accident Care Services please call us on 08000 966 999, write to Us at RAC Accident Care, RAC House, Great Park Road, Bradley Stoke, Bristol, BS32 4QN or email: legalcustomercare@rac.co.uk

If You are dissatisfied with any other aspect of RAC's services please contact Us at

Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

If You are dissatisfied with the service You have received under Your European Cover please write to Us at:

Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ

If We are unable to settle Your complaint with Us, You may be able to refer Your complaint to the Financial Ombudsman Service

Financial Services Compensation Scheme

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are covered by the Financial Services Compensation Scheme (FSCS). If We were unable to meet Our obligations You may be entitled to compensation from the scheme, depending on Your type of insurance and the circumstances of any claim.

Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

Membership types

The following terms and conditions relate to specific products offered to Members.

Personal based membership

All of the products are available to individual Members, joint Members and family groups.

- Single Membership covers You only.
- Joint Membership covers You and one other named Member of Your household.
- Family Membership covers You and up to four other named members of Your household.

Please refer to page 16 for details of Your callout entitlements.

Vehicle based membership

- You may register 1, 2 or 3 Vehicles with Us to be covered under this product for any driver.
- This will include providing Us with the registration numbers of any Vehicles covered under Your Membership.

In respect of Roadside only cover, the Vehicle must be no more than 10 years old at the start of the policy.

Vehicle Based Membership may not be available through third party affinity schemes. Please check the terms and conditions of Your affinity scheme promotional literature for details.

Please refer to page 16 for details of Your callout entitlements.

Vehicle specifications

RAC UK Breakdown assistance is available to Members when they are travelling in a car, motorhome, van or pickup or car derived van, minibus or motorcycle which complies with the specifications set out below:

Product services

Roadside

Roadside is available in the Territory and the Republic of Ireland.

	Max Weight (gross)	Max Length	Max Width
Vehicles	3.5 tonnes	5.5 metres (18ft) including tow bar	2.3 metres (7ft 6in)
Caravans /Trailers	3.5 tonnes	7.6 metres (25ft) including tow bar	2.3 metres (7ft 6in)

If Your Vehicle has suffered a Breakdown We will provide the following:

- A RAC Patrol or Contractor to assist You.
- Labour at the roadside.
- If We are unable to repair the Vehicle within a reasonable time, or if repairs are unwise, We will transport the Vehicle to a destination of You choice within 10 miles. If You have no preferred destination, We will take the Vehicle to a nearby garage.
- Transport for You and up to seven passengers to the above chosen destination. (If there are more than five people this may require two separate Vehicles. An adult from the covered Vehicle must accompany any children (refers to any person under 16)).
- If You need to leave Your Vehicle at the garage We will reimburse You for taxi fares up to 20 miles. (A receipt must be obtained).

What is not covered:

- Breakdowns within a quarter of a mile of Your Home or where You normally keep the Vehicle.
- A second assistance if the original fault has not been properly repaired by a third party or if We have advised You that it is a temporary repair.
- Any matters excluded under Our terms and conditions (full details shown on page 14 and 15).
- We will not provide service if the Vehicle is already at a place of repair.
- Rectification of failed DIY repairs including but not limited to fitting Your own parts unsuccessfully, fitting Your own faulty parts, calling Us out to fit parts You have purchased elsewhere, Vehicle reassembly.

Recovery

- Recovery is available in the Territory.
- Recovery is only available to Members who already subscribe to Our Roadside service.
- We will provide the following service if We cannot get Your Vehicle repaired locally within a reasonable time:
- Transportation of Your Vehicle to Your Home or a single address anywhere else in the Territory.
- Transport for You and up to seven passengers to the above chosen destination (If there are more than five people this may require two separate Vehicles. An adult from the covered Vehicle must accompany any children (refers to any person under 16)).
- The above Recovery service is also available should You be taken ill and cannot continue Your journey as You have no passengers who can drive the Vehicle. You will need to produce some form of medical certificate for this (In these cases, We will provide service at Our discretion).
- Residents of Northern Ireland are entitled to be recovered from the Republic of Ireland.

What is not covered:

- Recovery must be arranged at the time of Breakdown and cannot be requested later.
- Recovery is only to one single destination.
- Breakdowns within a quarter of a mile of Your Home or place where the Vehicle is usually kept.
- The use of the Recovery service as a way to avoid repair costs.
- A second Recovery if:
  a) the original fault has not been repaired properly by a party other than RAC;
  b) We have advised You that it is a temporary repair; or
  c) the desired destination cannot accept the Vehicle due to company opening hours or other restrictions.

If a second Recovery is required this service may be provided but in this case a separate charge will apply dependent on the service required, time of day and distance. These charges will be payable by credit/debit card prior to the relevant service being provided.

- Unless specifically included in the Recovery cover described above, all matters excluded under Roadside.
- It may not be possible to complete a long distance recovery. At Our discretion, A courtesy car may be offered to enable the completion of Your journey.

At Home

- At Home is available in the Territory.
- At Home is only available to Members who already subscribe to our Roadside service.
- If You have paid the additional At Home subscription You are entitled to use the service described under Roadside within a quarter of a mile of Your Home address or where You normally keep the Vehicle.

What is not covered:

- Taxi service, as described under the Roadside heading.
- Vehicle servicing or reassembly.
- Unless specifically included in the At Home cover described above, all matters excluded under Roadside.

Onward Travel

- Onward Travel is only available in the Territory.
- Onward Travel is available only to Members who have Roadside and Recovery services.
- Onward Travel benefits are only available following Our attendance of a Breakdown incident.
- Onward Travel benefits must be arranged at the time of Breakdown and cannot be requested later.
- You are entitled to one of the following extra benefits once We have decided that We cannot get Your Vehicle repaired locally:
  - Replacement car hire
  - Alternative transport costs
  - Hotel accommodation
- If You have paid for At Home and Onward Travel You can use the Onward Travel benefits within a quarter of a mile of Your Home address. This excludes incidents where We have been called to rectify failed repairs by third parties.

Replacement car hire

- We will pay for:
  - The hire cost of a car up to 1600cc for the duration of the repairs to Your Vehicle (up to a maximum of three consecutive days) for one incident.
  - Insurance (including Collision Damage Waiver).
- Replacement car hire is subject to availability and Our supplier's terms and conditions, which will be provided to You at the time of hire, but which will usually include:

1. Age limits. Driver must be at least 21 years of age.
2. The need to present Your driving licence to the hire company and in the case of a photocard licence it must be accompanied by the paper counterpart. Car hire is subject to holding a full licence for more than a year.
3. Limits on acceptable endorsements.
4. The need to provide a valid credit card number (Alternatively, the car rental provider will require a deposit of not less than £50 and may also undertake a simple credit check, before releasing the Vehicle to You).

- Hire cars are not usually available with a tow bar, and therefore Your caravan or trailer will, if eligible (see page 10) be recovered under the Recovery benefit with Your Broken down Vehicle.

Alternative transport

- We will arrange and reimburse You for rail, air or other public transport for up to eight people to reach the end of the journey within the Territory.
- We will pay up to £150 a person or £500 for a group whichever is less.

Hotel accommodation

- We will arrange and reimburse You for one night's bed and breakfast for up to eight people in a hotel of Our choice.
- We will pay up to £150 a person or £500 for each group, whichever is less. You will have to pay for any extra hotel or transport costs.

Special medical assistance

- Onward Travel also provides special medical assistance. If You or one of Your passengers is taken into hospital more than 20 miles from Home We will arrange and pay for overnight accommodation for the other passengers, as described in the 'Hotel accommodation' section.
- We will also arrange for an ambulance to take the patient to a local hospital near to their Home nonce medical permission has been given. Special medical assistance is not available for planned hospital visits.

What is not covered:

- A second use of the Onward Travel benefits if the original fault has not been properly repaired by a third party or if We have advised You that it is a temporary repair.
- Other charges arising from Your use of the hire car benefit, such as fuel costs, deposit, any insurance excess charges, charges for the delivery and collection of the car and any costs due to You keeping the car after the agreed hire date.
- If You require a second or any other type of vehicle We will try to arrange this for You at Your own cost.
- If You are unfortunate enough to have an incident with the hire vehicle and You make an insurance claim, You will be responsible for paying any excess.
- Unless specifically included in the Onward Travel cover described above, all matters excluded under Roadside.

Response

- Our Response service is available if You or another member of Your household is a Blue Badge holder. The Blue Badge holder must be named on the policy. Please note Our Response service will only be provided to Blue Badge holders, all other drivers covered on a Response Membership will receive normal Membership benefits.
- Response includes all of our Roadside, Recovery, At Home and Onward Travel services.

Please note: If You need a hire car We will pay for a car with an automatic gearbox if required. The car will be 1600cc or the next lowest engine capacity available at the time. We cannot provide specially adapted vehicles.

General terms

1. You must notify Us immediately of any change to Your address, if you change Your vehicle or if you add/remove drivers.
2. You can transfer Your Membership to another person within Your current Membership year. This is not available in a Breakdown situation.
3. If You upgrade Your Membership during the Membership year You must pay the full annual fee for the extra services. There are no pro rata rates for additional services added to Your Membership. This upgraded service will apply until Your then current annual Membership expires. If We do not receive payment for an upgrade You have requested, We will not upgrade Your Membership.
4. Upon renewal of Your RAC Membership, the services that You will receive will be those set out in the terms and conditions current at the time of such renewal, irrespective of when You first became a Member.
5. You must produce Your valid Membership card and proof of Your identity, or two other forms of identity, to use Our services. If these are not available, We may refuse service or make a charge.
6. All persons entitled to receive services under personal based Membership must live at the same address, with the exception of students when away from Home and members of the armed forces. Vehicles listed on Your Membership must be registered at the Membership address, unless Business Use is selected where Vehicles must be UK registered and either be owned, contract hired, leased or fleet managed by the Member.
7. If someone other than You calls Us out (whether You have 'Vehicle based' Membership or single, joint or family based Membership, which allows another person to use Your Membership) You will have to pay any costs that go above the terms and conditions, such as charges under the Fair Call scheme.
8. The RAC Member must be with the Vehicle at the time of Breakdown and service will be provided in accordance with that Membership. The Member must also be in attendance when the Patrol or Contractor arrives, or We may not be able to provide assistance.
9. If We provide service to a child (refers to any person under 16) the child must be accompanied by an adult from the covered Vehicle.
10. If there are any domestic animals in Your Vehicle, their onward transportation is at Our discretion and solely at Your risk. We will not insure any animal during any onward transportation We undertake. Unless there is a safety issue, guide dogs for the blind, or hearing dogs will always be transported with their owners.
11. Following a Breakdown or accident attended by the police, other emergency service, or a Highways Agency Traffic Officer, removal of Your Vehicle will not take place until the emergency service concerned has authorised it. If the police, emergency service, or a Highways Agency Traffic Officer concerned insist on immediate Recovery by a third party, the cost of this must be met by You.

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

13. We do not guarantee to carry out the services if We are prevented from doing so in circumstances beyond Our reasonable control including, without limitations, the activities of civil or government authorities, third party industrial disputes, internal industrial disputes where We have taken reasonable steps to prevent the effects of such action on Our services, but have been unable to do so; terrorism or severe weather conditions.

14. We have the right to refuse to give service and/or cancel Your Membership if You or anyone using Your Membership behaves in a threatening or abusive way to Our employees or Contractors.

15. If the service You require is not provided for under these terms, We will try, if You wish, to arrange it at Your expense. The terms of any such service are a matter for You and the supplier.

16. In order for a Member to benefit from any new Membership offers or promotions, a period of one year must elapse between the Member leaving RAC and rejoining. An application to rejoin before one year has elapsed will be treated as a renewal and priced accordingly. If you rejoin RAC within a period of one year We reserve the right to cancel Your new Membership or request you pay any additional premium as required.

17. We can, at any time and after taking a fair and reasonable view, make changes to Your policy, to:
    - reflect changes (affecting us or Your policy) in law or regulation or the interpretation of law or regulation.
    - make Your policy clearer and fairer to You or to rectify any mistakes that may be discovered in due course.

Changes (together with the reasons for such changes) will be notified to You in writing, at least 21 days in advance, to Your last known Home address.

If the change is to Your disadvantage You may cancel Your policy immediately. If You do so You will be entitled to a refund or credit of the premium paid subject to a deduction for the time for which You have been covered. This will be calculated on a pro-rata basis for the period for which You received cover.

18. We will take all reasonable care in providing Our services to You. We will not be responsible for the action or inaction of any other third parties who may provide additional services to You.

19. The law of England and Wales will apply to this contract unless:
    - You and Us agree otherwise: or
    - at the date of the contract You are a resident of (or, in the case of a business, the place of business is situated in) Scotland, Northern Ireland, Channel Islands or (in the absence of the agreement to the contrary) the law of that country will apply.

The laws of England and Wales govern Your Policy, unless You and We agree otherwise and such agreement has been put in writing by Us.

20. You shall maintain Your Vehicle in a legal and roadworthy condition. This includes the Vehicle complying with the following conditions;

- It has a valid current excise licence
- It has a valid MOT Certificate if applicable
- It has valid motor insurance as required by the Road Traffic Acts

We reserve the right to request proof that the Vehicle complies with the above at any time. Unless We are reasonably satisfied that the Vehicle concerned is exempt from any of the above, We reserve the right to refuse service on that call out. Any subsequent call outs where We are still not satisfied could result in Us

- Refusing service
- cancelling Your Membership
- not offering renewal
- offering You a different product at renewal.

You must allow Us to examine Your Vehicle, upon request, at all reasonable times.

(The requirement for a valid excise licence is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles.)

21. Any repairs or services are carried out at Our discretion, taking into account all factors known to Us at that time.

22. When We calculate mileage We take into account any route limitations imposed on Our vehicles (e.g. weight and height limits).

General exclusions

1. RAC Membership does not cover:
   - Attendance following a road traffic accident. However, as part of Our Accident Care service, for an additional charge, We can Recover Your Vehicle following a road traffic accident. You may be entitled to recover these costs from Your motor insurer but this will be subject to the terms and conditions of Your motor insurance policy. If applicable, We will assist You in this as part of Our Accident Care service.
   - Attendance following fire, theft, act of vandalism or any other incident covered by a policy of motor insurance. However, for an additional charge (including specialist equipment charges if applicable), We can Recover Your Vehicle following such an incident. You may be entitled to recover these costs from Your motor insurer, but this will be subject to the terms and conditions of Your motor insurance policy.
   - Any Breakdowns that occur during the first 24 hours after You have joined or reinstated Your Membership, except Roadside assistance which is available immediately.
   - Any Breakdown covered under an upgraded Membership that occurs during the first 24 hours after You have upgraded Your Membership (including adding an extra person or Vehicle). Your previous Membership services will be available during this 24-hour period.
   - Vehicles which were Broken down or unroadworthy at the time of joining or upgrading Your Membership.
   - Vehicles not complying with the Vehicle specifications set out on page 10. For the avoidance of doubt mobility scooters are not covered.
   - Vehicles which have Broken down on private land to which You or We do not have permission to access.
   - Vehicles which have Broken down as a result of taking part in any motorsport event or off road activity (including, without limitations rallies or stock car racing) which takes place off the road and / or is not subject to the normal rules of the road. However, Vehicles participating in any event (such as a treasure hunt, touring assembly or navigational road rally), which take place on, and comply with the normal rules of the road, will be covered.
   - Vehicles being demonstrated or delivered under trade plates.
   - The transportation of any caravan or trailer unless the motorised Vehicle has Broken down.
   - The transportation of any Vehicle or trailer, which contains horses or livestock.

     (Please call Customer Services on 0844 891 3111* for further advice).
   - The transportation of any Vehicle which We suspect is loaded over its legal limit.
2. If a Breakdown occurs with two or more RAC Members in the Vehicle, only one Member is entitled to call Us out, and We are only obliged to respond to the first call out We receive.
3. Any Vehicle which is used for Business Use. RAC can provide cover for such Vehicles under the Small Business Service. Please phone 0870 333 2788* for details.
4. It is a legal requirement that Vehicles used or recovered with their wheels in contact with the public highway must have a valid current excise licence. Where no current excise licence is displayed We reserve the right to refuse service. If service is provided We will attempt to repair Your Vehicle at the roadside but will not provide any other service or benefit.

(The above is not applicable to those vehicles exempt under Section 5 of the Vehicle Excise and Registration Act 1994, which includes certain types of vehicles, including certain old vehicles, agricultural vehicles and emergency vehicles.)

* Calls may be recorded and/or monitored.

Costs

Cover shall not include the following:

1. Any costs incurred without Our prior consent. All requests for service must be made directly to RAC.
2. The cost of draining or removing contaminated fuel. Where appropriate We will offer a Fuel Patrol service or We will arrange for Your Vehicle to be taken to a nearby garage for assistance, but You will have to pay for any work carried out.
3. Specialist equipment costs. We will however arrange for the specialist services if needed, but You will have to pay for any additional costs direct to the Contractor.
4. Any costs incurred as a result of You failing to carry a serviceable spare tyre and wheel, or incurred in arranging the removal of a wheel secured by locking wheel nuts when You are

unable to provide a serviceable key, appropriate to Your Vehicle, caravan or trailer.

Please note: Service to Motorised Vehicles that are manufactured without the provision of a spare wheel will be considered on their individual merits such as availability of alternative solutions including proximity and availability of replacement tyres etc, and subject to Your membership entitlement. Assistance in changing a wheel is covered, subject to You carrying a serviceable spare as specified above.

5. The cost of a glass or tyre specialist. We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
6. The cost of a locksmith if You lose, break, or lock Your keys in Your Vehicle. If We are unable to open Your Vehicle for any reason, We will arrange for a locksmith to attend where available, but You will be responsible for the costs. If a locksmith is not available, We will arrange for Your Vehicle to be taken to a nearby garage for assistance but You will have to pay for any work carried out on the Vehicle. Any other Recovery may be arranged but You will be liable for any additional costs.
7. Vehicle storage charges.
8. The cost of ferry crossings and/or toll fees for the Member's Vehicle and the return ferry costs and/or toll fees of the accompanying recovery vehicle if required to enable a successful Recovery.
9. If a Vehicle has been modified from its original manufacturer's specifications in such a way that it requires use of Specialist Equipment, You are liable for the charges arising out of use of such Specialist Equipment.
10. If Your caravan or trailer breaks down in a way that means it cannot be repaired, We will be unable to recover Your caravan or trailer. If this situation arises, We can arrange for the Recovery of the caravan or trailer, although You will be responsible for any costs incurred. We would recommend that You always carry a serviceable spare tyre and wheel appropriate to Your Vehicle, caravan or trailer.
11. The cost of any parts provided by RAC to fix Your Vehicle at the roadside must be paid for in full by credit/debit card at time of Breakdown before work can commence.
12. Any costs incurred as a result of You failing to follow Our advice. For example, get a suspected diagnosis checked by a garage within a reasonable period of time which subsequently results in parts failure.

    Any costs incurred as a result of a second call out for an issue arising from Your failure to follow Our advice.

Battery related faults

For battery related faults Your Membership entitlements are as follows:

- Our initial attendance for a battery related fault is included in Your Membership entitlement. There is no charge for that attendance. You will need At Home cover for us to attend a battery related breakdown at your home address.
- The fitting of any parts or batteries purchased by You prior to Our attendance is not covered. This is to ensure that parts are fitted from reputable sources in order to avoid secondary callouts.
- Our Patrol will test Your battery at that initial Breakdown attendance. If the battery is no longer serviceable and so fails the test You will be advised to replace it.
- If a condemned (non serviceable) battery is not replaced, We may provide further assistance to a battery related fault but in this case a separate charge will apply. The charge will be payable by credit or debit card before assistance can be arranged.
- If you make a scheduled battery response appointment it will not impact Your entitlement.

Misuse of membership

We have the right to refuse to give service and/ or cancel Your Membership if You, or anyone else acting on Your behalf who uses Your Membership, is found to have misused any of Our services or representatives. Misuse of Membership includes, but is not limited to:

Roadside Services – Omitting to tell RAC important facts about the Breakdown in order to obtain service that would otherwise require additional payment.

False details – Providing false information in order to avoid costs.

Someone not listed on Your Membership – Knowingly allowing someone not covered by Your Membership to attempt to obtain Our service without payment.

Service when not paid – Knowingly attempting to obtain service knowing that payment failure has occurred or will occur, with no intention of providing alternative payment.

Fair Call scheme – Attempting to rejoin under a new Membership once You have reached Your callout entitlement, as a way to avoid callout charges or limited service, as set out under the Fair Call Scheme.

Inappropriate behaviour – Acting in a threatening or abusive manner, verbally or physically, towards any representative of RAC.

What will happen? – We will contact You to highlight the identified misuse and reserve the right to:

1. Offer a lower level of cover at renewal if You wish to continue Membership with Us.
2. Restrict the payment methods available to You.
3. Immediately cancel Your Membership and refuse to accept Your custom in future.
4. Immediately cancel Your Membership and request settlement of any outstanding Membership fees or charges for services provided. If settlement is not arranged following Our debt collection process, We may take legal action and will refuse to accept Your custom in future.

Please Note: We continually monitor Our records and have the right to cancel Your Membership without notice, if You rejoin in order to avoid being affected by the above four points. We will also charge for any service provided if the cost to RAC exceeds the Membership fees paid in such cases.

Fair Call scheme

Fair Call was introduced to protect the majority of Members, ensuring that the highest level of service is always delivered. Only a small percentage of Members are affected.

Depending on Your type of Membership, during each Membership Year You have the right to call Us out to provide Breakdown assistance a number of times. We call this Your Breakdown entitlement.

- If You are a Member with five or more consecutive completed years Your Fair Call Entitlement will increase by an additional two callouts.
- If You change Your Membership cover, Your callout entitlement will be adjusted if appropriate.
- We will let You know when You are approaching Your maximum entitlement.
- If You exceed Your entitlement We may provide further assistance but in this case a separate charge will apply, set by Us per callout, payable prior to Us providing the Roadside or At Home service only.
- If You have exceeded Your callout entitlement You may not purchase another year's cover until Your existing Membership Year has run its course. Similarly, You may not cancel Your existing Membership in order to start a new one with a new set of callouts.
- A scheduled battery response appointment will not impact Your entitlement.

Please note: When You have reached Your maximum callout entitlement under Fair Call, You may not change Your Membership level of cover within the current Membership Year and We reserve the right not to offer renewal of Your Membership. If We do offer renewal We may increase Your premium, renew Your Membership offering a lower Breakdown callout entitlement or offer You a different product for the following year.

Auto renewal

Continuous annual payment:

Credit/Debit Card

- With Your verbal or written authority, Your card details are held on Our Membership database and payment is taken automatically each year from Your account, on the renewal of Your Membership, until you advise Us otherwise.

Direct Debit

- With Your verbal or written authority, Your bank details are held on Our Membership database and Your account is debited automatically each year with full payment until You advise Us and Your bank otherwise.

Continuous monthly membership:

Your Membership will continue indefinitely until such time as You decide to terminate the Membership. If cancelling mid month no refund will be payable, with the exception of cancellation within 14 days of joining, see Your Right to Cancel, Page 17.

	Breakdown Entitlement		
	Single	Joint	Family
Personal Based	5 Callouts	6 Callouts	7 Callouts
Basic Cover	1 Callout	2 Callouts	3 Callouts
	One Vehicle	Two Vehicles	Three Vehicles
Vehicle Based	5 Callouts	6 Callouts	6 Callouts

General information

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with disabilities:

If You have any problems reading this booklet You can always contact Our customer services on 08705 722722 for a large font or Braille version.

Calls may be recorded and/or monitored.

Caring for our customers

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. Should You have cause for complaint about any aspect of the service We have provided to You and You have already called Customer Services, who have been unable to resolve the matter to Your complete satisfaction, please contact Us at the relevant address indicated and We will work with You to resolve Your complaint.

We will deal promptly with Your query. Unless We can satisfactorily resolve Your complaint within 24 hours We will send You an acknowledgement within five working days, along with a leaflet outlining Our complaints procedures. In the unlikely event that We cannot resolve Your complaint to Your satisfaction, depending on the product and the nature of Your complaint You may refer Your concerns to the Financial Ombudsman Service.

Please quote Your full name, contact telephone number, Membership or policy number and where applicable Your Vehicle registration in any communication.

If You have used Our Breakdown service and are dissatisfied with any aspect of the service, please bring the complaint to Our attention as soon as You can (if possible, within 28 days of becoming aware of it). This does not affect Your statutory rights to take legal action or exercise any other legal remedy.

Please write to Us at: Breakdown Customer Care, RAC Motoring Services, RAC House, PO Box 200, Walsall, WS5 4QZ. Or e-mail: breakdowncustomercare@rac.co.uk

If You are dissatisfied with any aspect of Our Accident Care Services please call us on 08000 966 999, write to Us at RAC Accident Care, RAC House, Great Park Road, Bradley Stoke, Bristol, BS32 4QN or email: legalcustomercare@rac.co.uk

If You are dissatisfied with any other aspect of RAC's services please write to Us at the following address: Membership Customer Care, RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN. Or e-mail: membershipcustomercare@rac.co.uk

Financial Services Compensation Scheme

RAC Insurance Limited and RAC Motoring Services (in respect of insurance mediation activities only) are covered by the Financial Services Compensation Scheme (FSCS). If We were unable to meet Our obligations You may be entitled to compensation from the scheme, depending on Your type of insurance and the circumstances of any claim.

Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN

Your right to cancel

If You have purchased Your Membership directly through RAC:

1. You are entitled to cancel Your Membership up to 14 working days following the date of, Your Membership commencement (or renewal) date, or the date You receive Your terms and conditions booklet, whichever happens later.
2. If You have not made a claim within the first 14 days We will refund the cost of Your Membership.
3. If You use the service within the first 14 days and decide to cancel, You will not be eligible for any refund.
4. If you cancel or down grade your membership after 14 days, no refund or credit will be applied.

Cancellations can be made by calling 0844 891 3111. Calls may be recorded and/or monitored, or by writing to RAC Motoring Services, Great Park Road, Bradley Stoke, Bristol, BS32 4QN.

For opening hours please refer to page 3.

Our right to cancel

1. If You do not pay for Your Membership promptly We will cancel Your Membership.
2. We may cancel Your Membership by sending You 7 days notice to Your last known address. You will be entitled to a refund of premium paid, subject to a deduction for the time for which You have been covered. If You have used the service, the refund will also reflect a deduction for the cost of providing that service.

Data protection statement

For the purposes of the Data Protection Act 1998, the data controller in relation to the information 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 Our group companies*. We (RAC group companies) will use this for administration, marketing, customer services and to calculate your premium. We will disclose Your information to Our service providers and agents for these purposes. We may keep Your information for a reasonable period to contact You about Our services.

We may transfer Your information outside of the European Economic Area, for example to Asia. We will only do this where it is necessary for the conclusion, or performance of a contract between Us, or that We 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 We will charge a small fee) and to correct any inaccuracies. We may record telephone calls for staff training and evidential purposes.

In assessing Your application now or at renewal, We or Our agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made.

Credit searches and use of third party information

In assessing Your application/renewal, to prevent fraud, check Your identity and to maintain its policy records, We may:

- 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 nand a total score obtained. Where automatic credit scoring computations are used by Us, acceptance nor rejection of Your application will not depend only non the results of the credit scoring process.
- Use information relating to You and Your vehicle supplied to Us by other third parties.

Fraud prevention and detection

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

- Share information about You with other organisations and public bodies including the Police;
- 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. We and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of breakdown/insurance, credit and related services for You and members of Your household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or Breakdown/insurance policies;
  - Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;
- 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

We offer motoring and travel related products such as Breakdown services, hotel bookings and vehicle inspections, sales and leasing. We also offer financial products such as insurance. We may also share Your information with Our business partners. We, 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

Sensitive data

By proceeding with this contract, 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.

Accident Care

Accident Care is offered as part of any RAC Membership. The Accident Care services are therefore subject to all of the relevant terms set out in this terms and conditions booklet, in addition to the terms set out below.

Accident Care services

At the scene

These are the services that We can provide to You at the scene:

Advice

When You phone, We will give You advice on a wide range of issues, including what information You need to collect, whether You need to contact the police, and how to deal with the other party.

Recovery

If Your Vehicle cannot be driven as a result of the accident, We can Recover Your Vehicle for an additional charge which will be agreed with You when you request a recovery, See www.rac.co.uk for details. You will be liable to pay the Recovery charge within 180 days of the Recovery. However, You may be entitled to recover this from Your motor insurer. This will be subject to the terms and conditions of Your motor insurance policy. If We have enough information, We can give You a preliminary view on Your right to recover the Recovery charge and, if applicable, We can assist You in doing so.

Vehicle driveability check

Through asking You a series of questions, We will assist You in determining the driveability of Your Vehicle.

Virtual Insurance Claim Form

We can collect and record all the relevant information about the accident for You, which We can supply to You at anytime in writing, by fax or email, or over the telephone.

Liability assessment

We can if We have enough information give You a preliminary view on who We think is liable and advise You how to deal with the situation.

Motor Insurance claim reporting

We can, if Your insurers will let Us, report the details of Your accident to Your insurance company, and ask them to contact You at a time convenient to You to arrange repairs etc.

Please note that many of the above services can also be provided to You once You have left the scene of the accident.

Further services

These are the services We can provide to You once You have left the scene:

Call back – at a time to suit you

We will call You back to deal with any other issues that You may have and provide a more detailed view of Your options.

Legal advice

We can provide You with initial legal advice related to Your accident including uninsured losses, repair advice, traffic offences, consumer disputes and the best ways of getting the best value for Your Vehicle if it is a write off.

The legal advice is provided by RAC Legal Services who are part of RAC Motoring Services.

Replacement vehicle assistance

If You are not liable for the accident and the other party's insurer agrees with this (and in certain other circumstances at an additional cost) We may be able to assist You in obtaining a like for like temporary replacement vehicle until Your Vehicle is repaired or until You buy a replacement.

This will be subject to certain restrictions and the terms and conditions of the vehicle supplier who will contract with You directly.

Personal injury claims assistance

We can provide a personal injury consultation with a qualified legal professional to assess the prospects of pursuing a claim for compensation for Your injuries or uninsured losses.

Where we consider You have a claim We will, with Your agreement, refer Your claim to an appropriate firm of solicitors to act on Your behalf.

For further information call Us on 08000 966 999, 8am to 8pm Monday to Sunday or visit Our website at www.rac.co.uk/insurance/accident-legal/personal-injury/.

Accident Care terms and conditions

1. RAC Accident Care services do not form a policy of Insurance.
2. RAC Accident Care will only be provided following Your involvement in an Accident in the United Kingdom (please note that restrictions on certain services may apply in Northern Ireland).
3. We can stop providing You with Accident Care at any time if We reasonably believe (at our discretion) that the service You are requesting goes beyond the scope of Accident Care or will cause Us to incur unreasonable costs on Your behalf (for example, if any claim is disputed by Your insurers, We will not be obliged to assist You in pursuing the claim). This will not affect Your Membership with Us for any other services.
4. Any contract for goods or services we obtain on Your behalf will be between You and the third party supplier (unless We notify You otherwise). We will not be responsible for the terms of any agreement with a third party supplier, or for the implications to You of entering into a contract on those terms. You should therefore check the terms of any such agreement carefully, to ensure that You are happy with them.
5. There may be additional charges for goods or services We arrange on Your behalf including, but not limited to, services such as the sourcing of car hire or car repair. You will be notified of any additional charges (either by Us or the third party supplier) before You are obliged to enter into any contracts with any third party suppliers.

RAC Motoring Services is regulated by the Claims Management Regulator in respect of regulated claims management activities.

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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