

RAC Business Breakdown Pay On Use Booklet

Terms and Conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Who to contact

This is the number that **you** and/or a **driver** will need in the event that the **vehicle** has **broken down**, or has been involved in a **road traffic accident**.

Broken down or been involved in a road traffic accident?
Phone **0800 616 300**

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

Checklist

Certain information is required when calling for service.

1. **Your** or the **driver's** name
2. The **vehicle** registration number as shown on the **RAC Business Breakdown** card
3. The make and model of the **vehicle**
4. The exact location of the **vehicle**
5. **Your** or the **driver's** contact number
6. The nature of the fault

Remember

1. Please call **us** back if the **vehicle** gets going before the **RAC patrol** or **RAC contractor** arrives
2. Only accept help from the **RAC patrol** or **RAC contractor** that has been sent to assist the **vehicle** by **us** otherwise we may still charge the applicable fee

Telephone charges

Call charges may apply. Please check with **your** telephone provider. Please note that **we** do not cover the cost of making or receiving telephone calls. Calls may be recorded and/or monitored.

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Important information about our services

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

This booklet contains the services, conditions and exclusions that apply to each individual Section of services (see Sections A to C) and the general conditions and exclusions that apply to all Sections of services in this booklet. You and the drivers must meet these conditions or we may not provide you with service.

We will provide you with an RAC Business Breakdown pack for each vehicle which includes the RAC Business Breakdown card for that vehicle. This should be kept in the vehicle to ensure we are able to provide the services under RAC Business Breakdown.

This booklet together with your schedule is the contract for the provision of pay on use services between you and RAC.

Please ensure these documents are kept in a safe place. If you cannot find any of your documents, call us on 0870 333 9853 to request a replacement.

Use of language

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

Law

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

Your terms and conditions

Service type

RAC Business Breakdown is intended to offer services relating to the **breakdown of the vehicles or road traffic accidents involving vehicles** that are owned, contract hired, leased or fleet managed by **you**, subject to a **fee** being payable on each occasion that **we** provide the **service**. This **fee** is subject to VAT at the current rate.

RAC Business Breakdown provides services to **you** and any **driver** with a full, valid driving licence when driving a **vehicle** that has been notified to **us**. **You** and each **driver** must comply with the terms and conditions under RAC Business Breakdown. Any failure of a **driver** to do so may impact on **your** rights under this RAC Business Breakdown, including whether **you** can obtain services from **us**. **You** should ensure that each **driver** is made aware of this as well as the level of **services** available under RAC Business Breakdown.

If **you** would like to change the **vehicles** which receive **service** under RAC Business Breakdown, please see Changes to your details in this booklet.

Period of service

RAC Business Breakdown is for a 12 month period. The **administration fee** for a 12 month **period of service** will be due in full in advance.

Payments by credit card

We may charge a credit card fee of up to two per cent of the total transaction value if **you** pay for the **fee**, **administration fee** or a fee for any other **services** by credit card.

The credit card fee may also apply in circumstances, including but not limited to the renewal of RAC Business Breakdown or including additional **vehicles** under RAC Business Breakdown.

You will be advised of when the credit card fee applies in advance of payment and the amount payable. **We** will also tell **you**, in advance, about any other charges that may apply relating to RAC Business Breakdown.

Pre-authorisation of costs of parts

To enable **us** to repair or provide a temporary repair to a **vehicle** following a **breakdown** and where this can be done safely at the roadside **you** authorise **us** to fit parts that cost up to the value of £300, exclusive of VAT, so that the **vehicle** can continue its journey as soon as possible with the minimum of disruption to **your** business. **We** will then send **you** an invoice for the cost of these parts. **You** must pay this invoice within 30 days of the invoice date.

Additional services provided by the RAC

If **you** or a **driver** requires additional services that are not covered under Sections A to C of RAC Business Breakdown, **we** may be able to arrange appropriate additional services at **your** or the **driver's** request for an additional cost. For example to:

1. Purchase any parts, including batteries and replacement glass, necessary to complete a repair of the **vehicle** above the £300 value set out above;
2. Receive specialist services to complete a repair of the **vehicle**;
3. Receive road traffic accident assistance in the **territory**;
4. Provide any other services that may be available for an additional cost, as stated in this booklet.

The charge for any additional service provided or arranged by **us** will be agreed with **you** or the **driver** when the service is requested and before any costs are incurred.

If any person requests an additional service under RAC Business Breakdown that is not covered by Sections A to C, **you** will become liable for any costs relating to the additional service provided. To limit the risk of **you** having any unexpected costs, **we** will ask for **your** or the **driver's** proof of identity and, where possible, **we** will charge **you** or the **driver** for the costs of the additional service in advance.

However, **we** recommend that **you** ensure all **drivers** obtain **your** prior consent before **we** provide such

additional services outside the terms of RAC Business Breakdown under any Section.

Accident care

In the event that any driver has been involved in a road traffic accident within the territory, we may be able to provide you and the driver with the following additional services:

Road traffic accident assistance

If the vehicle cannot be driven as a result of a road traffic accident within the territory, we can arrange for the recovery of the vehicle up to a maximum of 150 miles as measured by us from the location of the road traffic accident for an additional charge (as RAC Business Breakdown does not provide attendance for a road traffic accident, fire, flood, theft or act of vandalism). The charge for this service will be agreed with you or the driver when road traffic accident assistance has been requested and before any costs are incurred. This charge will vary depending upon the level of assistance required.

You or the driver will be liable to pay the road traffic accident assistance charge within 30 days of the recovery, in a single instalment. However, you or the driver may be entitled to recover this from their motor insurer. This will be subject to the terms and conditions of the relevant motor insurance policy. Alternatively, you or the driver may be able to recover this cost from a third party or their insurer, if the third party is considered liable for the road traffic accident.

Post accident assistance

If you or a driver notifies our legal claims handler of a road traffic accident within the territory, our legal claims handler will record all of the relevant information about the road traffic accident provided by you or the driver and provide a copy of such record to you or the driver, if requested. In addition, with the permission of the insurer of your or the driver's motor insurance policy that will or may provide insurance cover for the road traffic accident, our legal claims handler can report details of the road traffic accident to them and ask them to contact you or the driver at a convenient time to discuss the insurance claim or motor insurance policy. Our legal claims handler can also assist you or the driver in determining whether the vehicle can be driven following the road traffic accident through asking you or the driver a series of questions.

Replacement vehicle assistance

If you or the driver is involved in a road traffic accident within the territory, our legal claims handler will assist you or the driver in hiring a replacement vehicle for the period that the vehicle is immobilised as a result of and/or whilst it is being repaired following the road traffic accident if:

1. You or the driver complete a hire and credit agreement with the hire car company;
2. You or the driver comply with the terms and conditions of the hire car company selected by us, which may include age, licence and geographical restrictions;
3. You or the driver confirm that there is not a courtesy car benefit included within your motor insurance policy as a result of the road traffic accident in question;
4. A third party driver is responsible for the road traffic accident and their insurers do not dispute that the third party is responsible for the road traffic accident; and
5. You or the driver provides us with the name, address, vehicle registration, insurance company name and policy number of the responsible third party driver.

We or our legal claims handler cannot guarantee that the hire car company will be able to provide any particular make or model of replacement car and the make and model of the replacement vehicle may vary from the make and model of the vehicle.

We or our legal claims handler will not pay any costs relating to the replacement vehicle.

Personal injury claims assistance

Our legal claims handler can provide a personal injury consultation with a firm of solicitors to assess the prospects of pursuing a claim for compensation for the driver and/or passenger's injuries and associated uninsured losses. If our legal claims handler feel that the driver and/or passengers have a claim then they may be able to act on the drivers and/or passenger's behalf and will advise the driver and/or passengers of any relevant terms and conditions of such assistance.

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.

Definition of words

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

“administration fee”

means the annual fee for administering **RAC Business Breakdown**, payable by **you** to **us** during the **period of service** as shown on the **schedule**;

“breakdown”/“break down”/“broken down”

means the **vehicle**, **caravan** or **trailer** (as applicable) 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 break down **service** under this booklet will not apply;

“caravan”/“trailer”

means any caravan or trailer that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	7.6 metres (25ft) including tow bar	2.3 metres (7ft 6in)

“call out”/“service”

means any request for service under any Section of **RAC Business Breakdown**;

“customer”/“you”/“your”

means the person or entity shown on the **schedule** and that, in respect of an individual is permanently resident in the **territory** or in respect of an entity has its registered office/trading address in the **territory**;

“driver”/“their”/“they”

means any driver of a **vehicle** at the time a **breakdown** occurs who is authorised by **you** to be driving the **vehicle** and is permanently resident in the **territory**, including **you** where **you** are an individual person;

“effective date”

means the date that this **RAC Business Breakdown** agreement begins as shown on the **schedule**;

“emergency service”

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

“expiry date”

means the date that this **RAC Business Breakdown** agreement expires as shown on the **schedule**;

“fee”

means the charge for any **services** under Sections A, B or C, payable by **you** to **us** in accordance with the **pay on use tariff schedule**;

“home”

means the address in the **territory** where the **driver** permanently lives;

“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;

“minibus”

means any UK registered vehicle which is constructed or adapted to carry more than 8 but no more than 16 passengers in addition to the **driver** and which is owned, contract hired, leased or fleet managed by **you** and that has been advised by **you** to **us** prior to the **effective date** (or the date that the minibus is included under this **RAC Business Breakdown** following any Changes to your details under page 13) and that complies with the following specifications:

Max Weight (gross)	Max Width	Max Height
3.5 tonnes	2.3 metres (7ft 6in)	3 metres

“modified vehicle”

means any **vehicle** that has been modified from the manufacturer’s specifications;

“pay on use tariff schedule”

means the schedule included with these terms and conditions which set out the **fees** payable for **our services**;

“period of service”

means the period from the **effective date** to the **expiry date** (as shown on the **schedule**);

“RAC”/“we”/“us”/“our”

means RAC Motoring Services and each of its authorised agents;

“RAC Business Breakdown”

means this RAC Business Breakdown agreement that is subject to the terms and conditions in this booklet and the **schedule**;

“RAC contractor”

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

“RAC patrol”

means a technician employed by the **RAC**;

“road traffic accident”

means a traffic accident involving a **vehicle** within the **territory**;

“schedule”

means the document containing important details about **your RAC Business Breakdown** agreement, which must be read in conjunction with these terms and conditions;

“services”

means the services provided by **us** under this **RAC Business Breakdown** agreement;

“specialist equipment”

means equipment that is not normally carried by **RAC patrols** or **RAC contractors** to complete repairs and recoveries in the event of a **breakdown** including, but not limited to, winching and specialist lifting equipment;

“territory”

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

“United Kingdom”

means England, Scotland, Wales and Northern Ireland;

“vehicle”

means either any UK registered vehicle which is owned, contract hired, leased or fleet managed by **you** and that has been notified by **you** to **us** prior to the **effective date** (or the date that the vehicle is included under this **RAC Business Breakdown** following any Changes to your details under page 13) and that complies with the following specifications:

Max Weight (gross)	Max Width	Max Height
3.5 tonnes	2.3 metres (7ft 6in)	3 metres

or, a **minibus**.

Motorcycles under 121cc and mobility scooters are not vehicles covered under **RAC Business Breakdown**.

YOUR COVER

SECTION A: Roadside

Service provided

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** in the **territory** during the **period of service**, we will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle**, **caravan** or **trailer** at the roadside; or
2. If we are unable to permanently repair the **vehicle** or the **caravan** or **trailer** at the roadside (within a reasonable time), we will decide, based upon our technical expertise in **breakdown** situations, either to provide a temporary repair to the **broken down vehicle**, **caravan** or **trailer** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by you or the **driver** within 10 miles of the **breakdown** as measured by us. We will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

In addition, where we require any part/s necessary to complete a repair or temporary repair to the **vehicle**, as long as the **RAC patrol** or **RAC contractor** have the required part/s and this can be done safely at the roadside, we will proceed with the repair and fit parts that cost up to the value of £300 excluding VAT so the **vehicle** can continue its journey as soon as possible with the minimum disruption to your business. We will invoice you for these parts. You must pay this invoice within 30 days of the invoice date.

If we transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination of you or the **driver's** choice, we will:

1. Provide transport for the **driver** and up to 7 passengers, or up to 16 passengers if the **vehicle** is a **minibus**, of the **broken down vehicle** to that chosen destination. If more than 5 people require transportation, we may need to provide transport in separate vehicles; and
2. Relay urgent messages from the **driver** to a contact of their choice if the **vehicle** cannot be driven because of a **breakdown**.

Service not provided

1. Any **breakdown** within a ¼ of a mile of the **driver's** home as measured by us;
2. The cost of any parts (including batteries) required by us to repair the **vehicle** are not covered under this Section A;
3. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call outs under **RAC Business Breakdown**;
4. Any **breakdown** resulting from a fault where we have previously provided **breakdown services** for that fault and either:

- a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. we advised you or a **driver** that we had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs;
5. Any **breakdown** resulting from a battery related fault where we have previously provided **breakdown services** for that fault and advised you or a **driver** to replace the battery but the battery has not been replaced;
 6. If we have been called out to a **breakdown** of a **caravan** or **trailer** and we cannot repair it at the roadside, we will not transport the **caravan** or **trailer**;
 7. Assistance in a medical emergency; or
 8. Servicing or assembly of a **vehicle**.

SECTION B: Recovery

Service provided

If a **vehicle** has **broken down** in the **territory** during the **period of service** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** and not being able to repair the **vehicle** locally within a reasonable time, we decide to recover the **vehicle** in accordance with the cover under Section A, we will transport the **vehicle** (and any **caravan** or **trailer** attached to it) and the **driver** and up to 7 passengers, or up to 16 passengers if the **vehicle** is a **minibus**, of the **broken down vehicle** to a destination within the **territory** chosen by you or the **driver**. If more than 5 people require transportation, we may need to provide transport in separate vehicles.

We may also provide, at our discretion, a recovery service if the **driver** becomes ill during a journey in the **territory** and the **driver** cannot continue the journey as the **driver** has no one in the party of people travelling with the **driver** who can drive the **vehicle**.

Service not provided

1. Recovery to more than one destination;
2. Where we can demonstrate that the recovery service as set out in this Section B, is being used by you and/or the **driver** to avoid the cost of repairing the **vehicle**;
3. Any recovery required as a result of a **breakdown** resulting from a fault where we have previously provided **breakdown services** for that fault and either:
 - a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. we advised you or a **driver** that we had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs;

4. Any recovery required as a result of a **breakdown** resulting from a battery related fault where we have previously provided **breakdown services** for that fault and advised **you** or the **driver** to replace the battery but the battery has not been replaced;
 5. Where a recovery is required due to a **breakdown** as a result of a problem with the tyre of the **vehicle, caravan or trailer, we will not provide recovery over 10 miles** where no serviceable spare tyre is carried by **you** or no suitable alternative (as recommended by the manufacturer) is available;
 6. Assistance if the **driver** becomes ill during a journey in the **territory**, or in any other medical emergency, if the **driver** is safely able to continue **their journey**, including where anyone travelling with the **driver** is able to drive the **vehicle**;
 7. If **we** have been called out to a **breakdown** of a **caravan or trailer** and cannot repair at the roadside, **we will not transport the caravan or trailer**; or
 8. A second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions.
2. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **RAC Business Breakdown**;
 3. Any **breakdown** resulting from a fault where **we** have previously provided **breakdown services** for that fault and either:
 - a. **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised **you** or the **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these further repairs;
 4. Any **breakdown** resulting from a battery related fault where **we** have previously provided **breakdown services** for that fault and advised **you** or the **driver** to replace the battery but the battery has not been replaced;
 5. Servicing or assembly of a **vehicle**;
 6. Assistance in a medical emergency; or
 7. If **we** have been called out to a **breakdown** of a **caravan or trailer** and cannot repair at the roadside, **we will not transport the caravan or trailer**.

SECTION C: At Home

Service provided

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** in the **territory** during the **period of cover** within a $\frac{1}{4}$ of a mile of the **driver's home** as measured by **us**, **we** will provide an **RAC patrol** or an **RAC contractor** to either:

1. Repair the **vehicle, caravan** or **trailer** at the roadside or the **home**; or
2. If **we** are unable to permanently repair the **vehicle, caravan** or **trailer** at the roadside or at the **driver's home**, **we** will decide, based upon **our** technical expertise in **breakdown** situations, either to provide a temporary repair to the **vehicle, caravan** or **trailer** at the roadside or transport the **broken down vehicle** (and any **caravan** or **trailer** attached to it) to a destination chosen by **you** or the **driver** within 10 miles of the **breakdown** as measured by **us**. **We** will only transport the **caravan** or **trailer** if the **vehicle** has **broken down**.

In addition, where **we** require any part/s necessary to complete a repair or temporary repair to the **vehicle**, as long as the **RAC patrol** or **RAC contractor** have the required part/s and this can be done safely at the roadside, **we** will proceed with the repair and fit parts that cost up to the value of £300 excluding VAT so the **vehicle** can continue its journey as soon as possible with the minimum disruption to **your** business. **We** will invoice **you** for these parts. **You** must pay this invoice within 30 days of the invoice date.

Service not provided

1. The cost of any parts (including batteries) required by **us** to repair the **vehicle** are not covered under this Section C;

General exclusions

The following exclusions apply to all Sections of **RAC Business Breakdown**.

RAC Business Breakdown does not cover:

1. **Services** that are not arranged with **us**;
2. Any **vehicle** that is already at a garage or other place of repair;
3. Attendance following a **road traffic accident** in the **territory**. If a **driver** has been involved in a **road traffic accident** in the **territory** and would like **us** to recover the **vehicle**;
4. Attendance following fire, flood, theft, act of vandalism or any other incident covered by any policy of motor insurance;
5. **We** will not be liable in any circumstances for any infringement however caused of any manufacturer's or dealer's warranty as a result of services supplied;
6. **Vehicles** which have **broken down** on land to which **you, a driver** or **we** do not have permission to access;
7. **Vehicles** which have **broken down** as a result of:
 - a. 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. **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; or

- b. misfuelling. We will not repair the vehicle including but not limited to draining or removing the fuel under **RAC Business Breakdown**. We will only recover the vehicle to a garage within 10 miles of the **breakdown**;
8. **Vehicles** being demonstrated or delivered under trade plates;
 9. The recovery of any **caravan** or **trailer** in the **territory** except where the vehicle that was towing the **caravan** or **trailer** has **broken down**;
 10. The transportation of any **vehicle** which the **RAC patrol** or **RAC contractor** considers (acting reasonably) is loaded over its legal limit;
 11. The cost of **specialist equipment** for any reason (including safely lifting a **modified vehicle**);
 12. Transportation of any horses or livestock;
 13. Any **services** or benefits relating to a **breakdown** that was reported under a different **RAC agreement** to this **RAC Business Breakdown**. To receive any **services** or benefits under this **RAC Business Breakdown**, you must have reported the **breakdown** against this **RAC Business Breakdown**;
 14. Any costs:
 - a. relating to repairs or replacement to glass in the **vehicle**. We will 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;
 - b. relating to the keys to a **vehicle** being broken, lost, stolen, or locked in the **vehicle**. We will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on the **vehicle**;
 - c. for **vehicle storage charges**; or
 - d. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under **RAC Business Breakdown** and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;
 15. We will not be liable for any consequential loss or indirect losses. We shall not be liable for losses relating to any business interests **you** or a **driver** (and **their party**) may have including, but not limited to, loss of profit or revenue, loss of opportunity or of business or for business interruption (except that this will not apply in relation to any claim **you** or the **driver** may have for death or personal injury);
 16. We will not provide any **service** under **RAC Business Breakdown** 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;
 17. 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 **emergency services** insist on the removal of the **vehicle** by anyone other than us, we will not meet the cost of the removal; or
 18. Any **call out** caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs.

General conditions

The following conditions apply to all Sections of this **RAC Business Breakdown**. If **you** or any **driver** does not comply with these conditions we may not be able to provide **service** under **RAC Business Breakdown** and we may cancel this **RAC Business Breakdown**.

1. **You** must pay the **administration fee** and all **fees** for this **RAC Business Breakdown** including any applicable taxes by the due date set out in the **schedule** or the **invoice** or this **RAC Business Breakdown** may be cancelled in accordance with the cancellation provisions on page 12 (**RAC Business Breakdown** cancellation). The **administration fee** for **RAC Business Breakdown** will be due in full in advance. We shall be entitled to charge interest on any amount overdue at the rate of 3% over the NatWest Bank base rate until the actual payment is received by us;
2. The **driver** must prove their identity by producing the valid **RAC Business Breakdown** card applicable to the **vehicle** they are driving;
3. A **driver** that can legally drive the **vehicle** and is willing to drive the **vehicle** must be with the **vehicle** at the time of the **breakdown** and when the **RAC patrol** or **RAC contractor** arrives at the **breakdown**. If they are not, we will not provide any **service** related to the **breakdown** and **you** may be charged for the **call out**;
4. If we provide an onward transportation service of passengers of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
5. If we provide an onward transportation service for the **driver** and the passengers of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** or the **driver's** 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 must be transported with their owners;
6. We will attend a **breakdown** at **your** request in good faith. By making a request for **service** under the terms of **RAC Business Breakdown** you confirm that **you** and **your vehicle** comply with all legal requirements;
7. Each **driver** must be authorised by **you** to be driving the **vehicle** and be permanently resident in the **territory**. If not, we will not be able to provide any **service** related to the **breakdown**;

8. **You** (if **you** are an individual) must be permanently resident in the **territory** or (if **you** are an entity) must have **your** registered office/trading address in the **territory**.

Upon request from **us**, **you** must provide **us** with proof that the **vehicle** is in a legal and roadworthy condition 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 **RAC Business Breakdown** relating to that **vehicle**. This means **we** may decline to offer **you** or the **driver** service. Any repairs carried out by an **RAC patrol** or **RAC contractor** does not guarantee that the **vehicle** is in a legal and roadworthy condition.

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

Misuse of RAC Business Breakdown

You and each **driver** 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 **RAC Business Breakdown** 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 provided under **RAC Business Breakdown**;
 - d. providing false information in order to obtain a service that would not otherwise be provided under **RAC Business Breakdown**;
 - e. knowingly allow, or not take reasonable care to prevent, someone not covered by **RAC Business Breakdown** attempting to obtain a service under **RAC Business Breakdown**; or
 - f. paying for additional services or goods in the knowledge that the payment has or 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:

1. Restrict the cover available to **you** or the applicable **driver** at the next renewal, if **you** wish to continue **RAC Business Breakdown** with **us**;
2. Restrict the payment methods available to **you**;
3. Refuse to provide any services to **you** or the applicable **driver** under this **RAC Business Breakdown** with immediate effect;
4. Immediately cancel this **RAC Business Breakdown** in accordance the cancellation provisions; and
5. Refuse to sell any services to **you** or the applicable **driver** in the future.

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

If any **call out** is found to be fraudulent in any way **RAC Business Breakdown** will be cancelled immediately and **we** may also take any of the additional steps as set out above.

Renewal of RAC Business Breakdown

Prior to the expiry date **we** will contact **you** to confirm whether **RAC Business Breakdown** will be renewed and, if so, any changes to the **administration fee**, the **fees** and the terms and conditions applicable to **RAC Business Breakdown** for the next period of service. **We** will automatically renew **RAC Business Breakdown** for another 12 months and issue **you** with an invoice for the **administration fee** which is payable within 30 days of the invoice date. If **you** do not wish **us** to automatically renew **RAC Business Breakdown** **you** will need to contact **us** before the expiry date.

RAC Business Breakdown cancellation

Your right to cancel

You can cancel **RAC Business Breakdown** at any time on 30 days' written notice to **us**. **We** will not refund any **administration fee** or the **fees** that have already been paid to **us**.

Where **RAC Business Breakdown** is cancelled for any reason, **we** will request settlement of any outstanding **administration fees**, the **fees** 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.

Our right to cancel

1. If the **administration fee** or any **fees** are not paid by the applicable due date for payment as shown on the **schedule** or invoice, we will notify you in writing. If any payments are not made within 30 days of the original applicable due date, we may cancel **RAC Business Breakdown** with effect from the missed due date for payment; and
2. We may cancel **RAC Business Breakdown** in the event of misuse of **RAC Business Breakdown** as set out in the General conditions. In the event that we decide to cancel **RAC Business Breakdown**, we will notify you in writing and **RAC Business Breakdown** will be cancelled with immediate effect.

We will not refund any **administration fee** or **fees** that have already been paid or that is due to us.

Where **RAC Business Breakdown** is cancelled for any reason, we will request settlement of any outstanding **administration fee, fees** 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.

If **RAC Business Breakdown** is cancelled for any reason, we will not provide **service** to the vehicles under **RAC Business Breakdown**.

Changes to your details

You must notify us immediately if you want to amend any details relating to **RAC Business Breakdown** including any change of address and any change to any vehicle to be covered under **RAC Business Breakdown**. You can do this by logging onto your **RAC Business Club** account at www.racbusinessclub.co.uk/login. Alternatively, you can contact us via email, on the phone number or at the address set out under 'How to contact us'.

If necessary, we will provide you with a revised **schedule** reflecting the changes to your details.

If you increase the number of vehicles under **RAC Business Breakdown** during any period of service you must pay the relevant applicable **administration fee** for the additional vehicle/s. We will invoice you for the additional **administration fee** and if we do not receive payment by the due date, the vehicle will be removed from inclusion under **RAC Business Breakdown** immediately. If you remove a vehicle from **RAC Business Breakdown**, we will not refund the applicable **administration fee**.

If you cancel **RAC Business Breakdown** for any reason, the vehicles will no longer be provided with **service** by the **RAC** under **RAC Business Breakdown**. All communications from the **RAC** or our representatives shall be deemed duly sent if sent to your last known address.

Changes to RAC Business Breakdown terms and conditions

In addition to our right to review the **administration fee, the fee/s** and other terms and conditions for **RAC Business Breakdown** at the end of the period of service, we can make changes to **RAC Business Breakdown** terms and conditions at any time:

1. To respond proportionately to changes in general law in the territory or Europe;
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 **RAC Business Breakdown** terms and conditions clearer and fairer to you.

Any change to **RAC Business Breakdown** 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. We recommend you notify any driver that is affected by the change.

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

How to contact us

General enquiries

For general enquiries about **RAC Business Breakdown**, including changes to the **service** under **RAC Business Breakdown** and renewals please contact us as follows:

1. Call us on: 0870 333 9853
Mon to Fri 8.00am to 6.00pm; or
2. Write to us at:
RAC Motoring Services
Customer Services Department
Great Park Road
Bradley Stoke
Bristol
BS32 4QN
3. Email us at:
fleetadministration@rac.co.uk

If you contact us in writing or call us please provide your full trading name, contact telephone number, **RAC Business Breakdown** number and, where applicable, the vehicle registration number. If you have any problems reading this booklet you can contact our customer services department on 0870 333 9853 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 **RAC Business Breakdown** 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 under Sections A (Roadside), B (Recovery), C (At Home) or the additional services:

1. Call our customer care number on: 0800 917 4183; or
2. Write to us at:
Breakdown Customer Care (See general address below); or
3. Email us at:
breakdowncustomercare@rac.co.uk

If you are dissatisfied with any aspect of our services under Accident Care:

1. Call on:
0800 096 6999; or
2. Write to us at
RAC Legal Customer Care (See general address below); or
3. Email us at:
legalcustomercare@rac.co.uk

Please send all written correspondence for the attention of the relevant team to:

RAC
Great Park Road
Bradley Stoke
Bristol
BS32 4QN

If you contact us in writing, by calling us or by email please provide your full trading name, contact telephone number, **RAC Business Breakdown** number and, where applicable, the vehicle registration number.

Using this complaints procedure will not affect your legal rights.

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 companies¹. RAC group companies (RACGC) will use this for administration, marketing, customer services and to calculate your administration

fee. 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 request for services made. RACGC may monitor and record any communications with you including telephone conversations and emails for quality assurance and compliance reasons.

¹If 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 **RAC Business Breakdown**, you give us consent to use your sensitive personal data 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 may check your identity and to maintain our **RAC Business Breakdown** 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**;
 - b. trace 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
RAC House
Thomas Street
Stretford
Manchester
M32 0HX

support
 Truck Rescue
 approved
 Training
 Solutions
 helpful benefits smart thorough dynamic
 speed focus online convenient
 flexibility practical partnership
 transactions
 Commercial Motor
 fast
 Insurance control tailored expert innovative
 Telematics
 hassle free
 repair solutions
 Accident Management skilful
 discount
 organised economical
 Fuel Card
 nationwide efficient
 rewarding
 customer service tracking value
 Business Club
 systems capable team
 qualified safe
 Inspections Business Insurance rapid audits reporting experienced Breakdown
 affordable powerful
 professional cooperative modern reliable
 satisfied dedicated trusted Risk Management simple effective
 competitive Truck Warranty

You know us for one thing.
 Now know us for many.

Businesses have trusted us to provide market leading breakdown cover for many years. But today, we do so much more. RAC Business Services provide a range of innovative solutions to save you money and drive your business forward.


 Call 0844 241 3023 to find out more
 or visit rac.co.uk/business

