RAC Breakdown Cover

This online version of our terms and conditions contains our UK Breakdown, European Breakdown and Legal Care Plus terms and conditions in this one document

Not all sections will apply to you - see your schedule for details

PLEASE READ AND KEEP FOR YOUR RECORDS

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Legal Care Plus	Page 40

RAC Breakdown Cover UK Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Contact Information

	Telephone	In Writing
Breakdown including Accident Care	0333 2000 999 or 0800 82 82 82	
Legal Helpline	0330 159 1446	
Key Replace	0330 159 0952	keyreplace@rac.co.uk
Customer Services	0330 159 0360	RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk
Hearing assistance	Telephone prefix 18001 to access Typetalk or text **us** on 07855 828282	

Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages are charged at **your** standard network rate.

We do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

If you break down, please provide us with

1. **Your** name and RAC membership number
2. Identification such as a bank card or driving licence
3. The **vehicle's** make, model and registration number
4. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. The cause of the **breakdown,** if **you** know it
7. **Your** credit card for some breakdown extras or if **you** need additional services

Remember

1. Please let **us** know if **you** have called **us** but manage to get going before **we** arrive
2. **We** will only provide cover if **we** arranged help, so please do not go directly to a garage or other recovery service

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RAC Membership

Your RAC membership consists of:

1. A Breakdown Policy – one or more contracts of insurance between **you** and the insurers - depending on the type of cover:
   a. RAC Motoring Services provides insurance for Sections A, B and C in Part 1 of this booklet; and
   b. RAC Insurance Limited provides insurance for all other Sections in Part 1 of this booklet.

   A premium is payable for contracts of insurance which will be made clear to you in advance of purchase.
2. An arrangement and administration contract – a contract for services between **you** and RAC Financial Services Limited (**RACFS**) as arranger and administrator, set out in Part 2 of this booklet. Fees are payable for the services of **RACFS** and will be made clear to **you** in advance of purchase
3. A Schedule - detailing the type of membership **you** have, the level of cover chosen, and the cost of membership. The **schedule** will detail the premium, the fees, and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by the administrator following purchase.

Definition of Words

These definitions apply, independently, to both contracts in this policy booklet:

- Part 1 – Breakdown Policy;
- Part 2 – Arrangement and Administration Contract; and
- Your Data

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

"approved garage" means a garage in the **UK** that has been approved by **us**;

"approved tyre network" means a tyre centre in the **UK** that has been approved by **us**;

"breakdown"/"break down"/"broken down" means an event during the **policy period** that stops the **vehicle** from being driven because of a mechanical or electrical failure, including as a result of battery failure, running out of fuel, broken keys to **your vehicle**, or flat tyres but not as a result of mis-fuel (unless covered under Section I), **road traffic collision**, fire, flood, theft, acts of vandalism, or any **driver induced fault**;

"caravan"/"trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0 metres long including a tow bar; and (c) 2.55 metres wide;

"claim"/"call out" means each separate request for service or benefit for cover under any section of this **policy**;

"covered part" means the **vehicle** parts detailed in Section H as being covered for replacement resulting from a **breakdown**;

"driver induced fault" means any fault caused by actions or omissions of the driver of the **vehicle**, except running out of fuel and battery failure;

"fob" means the numbered tag issued to **you** for **your** keys and which has been registered in **your** name and at **your home**;

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

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

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

"passengers" means the driver and up to 8 people travelling in the **vehicle**;

"policy" means the **breakdown** policy that is subject to the terms and conditions in Part 1 of this policy booklet together with the **schedule**;

"policy period" means the number of months or continuous period from the **start date** as shown on **your schedule**;

"policy year" means the **policy period**, from the **start date**. If **you** have a 24 month or continuous policy, **your** second **policy year** will be the 12 month period starting from the anniversary of the **start date**;

"RAC"/"we"/"us"/"our"

1. For the breakdown policy under Part 1 - Sections A, B and C means RAC Motoring Services;
2. For the breakdown policy under Part 1 - Sections D to J inclusive means RAC Insurance Limited;
3. For Your Data, means RAC Motoring Services, RAC Insurance Limited and RAC Financial Services Limited;
4. For Included benefits and Additional Services means RAC Motoring Services; and
5. In each case any person employed or engaged to provide certain services on their behalf;

"RACFS" means RAC Financial Services Limited;

"reimburse" means reimbursement by **us** under the reimbursement process as set out on page 6;

"road traffic collision"

1. For Accident Care means a collision involving **your vehicle** and at least one other motor vehicle on a public highway, private road or a car park to which the public has an uninterrupted right of access; and
2. For all other sections means a traffic collision involving a **vehicle** within the **UK** that immobilises the **vehicle**;

"schedule" means the document entitled "Schedule" containing important details about the **policy**, types and levels of cover and membership;

"specialist equipment" means equipment that is not normally required by **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment;

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

"UK" means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Jersey, Guernsey and the Isle of Man if **you** are a resident there;

"vehicle" means a **UK** registered vehicle that complies with the following specifications:

1. It is either a car, light van, motorhome, or minibus that is less than:
   a. 3.5 tonnes;
   b. 6.4 metres long including a tow bar; and
   c. 2.55 metres wide; or
2. It is a motorcycle 49 cc or over and is not a mobility scooter;

"wear and tear" means the gradual loss of the ability of a part to work exactly as it was designed to by the manufacturer, caused by time and/or the **vehicle's** mileage;

"you"/"your" means the person taking out the **policy** and any additional members as named on the **schedule**.

Part 1 – Breakdown policy

Important information about your policy

- This **RAC** membership is intended to offer services relating to the **breakdown** of **vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown** of **vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown** of **vehicles** are met.
- Some sections of cover are optional. The ones **you** have chosen are listed on **your schedule**. Please make sure this is correct.
- There are general conditions set out on page 10 that apply to all sections. There are also specific conditions that are set out in each section that apply to each section. **You** must meet all of these conditions.
- All requests for service must be made directly to **us**.

Policy types

We have two types of cover:

1. Personal Based

   This covers **you** as a driver or a passenger in any **vehicle**. **You** can add up to 4 additional members to **your policy** if their usual residence is **your home**. Sections F to I only cover the **vehicle/s** shown on **your schedule**.
2. Vehicle Based

   This covers up to 3 **vehicles** if listed on **your schedule** and if registered at **your home** address. The **vehicle** is covered whoever is driving.

Policy Period

The **policy** will start on the **start date** and end after the period as shown on **your schedule**.

Limits of Cover

Cover under this **policy** is subject to limits on:

1. When a **claim** can be made:
   a. no **claim** is permitted under section A if the **breakdown** occurred prior to purchasing this **policy**;
   b. no **claim** is permitted under sections B to E within 24 hours of the initial **start date** of the **policy**, nor within 24 hours of any upgrade to an upgraded section;
   c. for Sections F to J no **claim** is permitted within 14 days of the initial **start date** of the **policy**, nor within 14 days of any upgrade to an upgraded section;
   d. in order to make a **claim** under Section C (Recovery) **we** must have first attended under Section A (Roadside);

e. in order to make a **claim** under Sections D to H, **we** must have first attended under Section A (Roadside) or B (At Home); and

f. **we** will only regard **your** use of Section J (Key Replace) as a **claim** if **we** also attended under Sections A (Roadside) or B (At Home).

2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole:

   a. one **claim** means one request for service or benefit for cover under any section of this **policy**, regardless of who makes the **claim**;

   b. under Section G (Tyre Replace), one tyre equals one **claim**, even if **we** replace more than one tyre during the same attendance.

3. The amount that is covered:

   a. for certain types of **claim** or for certain sections, as set out in the **policy** or the **schedule.**

4. Cover type:

   a. Section J (Key Replace) only applies to **persons** named on **your schedule**, even where the **policy** is **vehicle** based.

Reimbursement

Under some sections, **you** may need to pay for the service up front and claim this back from **us**. To do so, please visit www.rac.co.uk/reimbursementclaimform. If **you** have any queries please contact Breakdown Customer care on 0333 202 1877. Please send **your** completed claim form with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Hire Car Terms

Certain sections of this **policy** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

Covered

Up to 3 consecutive days or until **your vehicle** has been fixed if sooner.

1. **We** will try to find a hire car close in size to **your vehicle**, but cannot guarantee this and **we** may offer more than one hire car;
2. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **us** know before **you** hire a car, and then provided **we** have agreed the cost, **we** will **reimburse you** up to £35 per day;
3. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver (this covers the cost of damage but **you** would still need to pay the excess).

Not Covered

1. **We** will not provide any specific car type, model or accessories, including tow bars.
2. Any cost of:

   a. delivery and collection of the car hire and any fuel used; or

   b. fuel while using the car hire; or

   c. any insurance excess and additional costs.

Included Benefits

As well as the cover **we** provide under Sections A to J, **we** offer the following benefits provided by RAC Motoring Services at no additional charge to you. These are further detailed on page 11 and include:

- Accident Care;
- Telephone Legal Helpline;
- Key Return;
- Urgent Message Relay; and
- Replacement Driver.

Additional Services

RAC Motoring Services can also offer additional services following a breakdown for an additional charge which will be agreed with **you** before service is provided.

Section A - Roadside (Included- see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule.**

Covered

If **your vehicle breaks down** within the **UK** more than ¼ mile from **your home, we** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to:

   a. an **approved garage**; or

   b. another local garage; or

   c. a destination of **your** choice

up to a maximum of 10 miles from the **breakdown.**

If **we** recover the **vehicle** to a garage, **we** will **reimburse you** for taxi costs for **passengers** to continue **their** journey to a single destination within 20 miles.

<u>Caravans or Trailers</u>

If **your caravan** or **trailer breaks down** within the **UK** more than ¼ mile from **your home**, **we** will send help to repair the **caravan** or **trailer** at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this **policy** if **your caravan** or **trailer breaks down**. However if a **vehicle breaks down** and there is a **caravan** or **trailer** attached to it **we** will recover the **caravan** or **trailer** as well.

Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
   a. the original fault has not been properly repaired; or
   b. **you** have not followed **our** advice after a temporary repair;
4. Recovery for **caravans** or **trailers** if **your caravan** or **trailer breaks down**.

Section B - At Home (Optional - see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule**

Covered

We will provide the same cover as the "Covered" part of Section A (Roadside) if **your vehicle breaks down** at, or within ¼ mile of, **your home**.

Not Covered

Please see the "Not Covered" part of Section A (Roadside), which also applies here.

Section C – Recovery (Optional - see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule**.

Covered

If **we** are unable to repair the **vehicle** under Section A (Roadside) and **you** are at least ¼ mile away from **your home**, **we** will recover the **vehicle** from the **breakdown** location to:

1. An **approved garage**; or
2. Another local garage; or
3. A single destination of **your** choice within the **UK**. For long distances **we** may use more than one recovery vehicle.

Please note: **you** must arrange recovery with **us** while **we** are at the scene.

Not Covered

1. Please see the "Not Covered" part of Section A (Roadside), which also applies here;
2. Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut;
3. A second recovery owing to the intended original destination being closed or inaccessible.

Section D – Onward Travel (Optional- see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule**

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix **your vehicle** on the same day, **we** will help **you** by making arrangements to allow **you** continue **your** journey. **You** can choose one of the following options, subject to availability:

1. Hire Car;
2. Alternative transport; or
3. Overnight accommodation.

1. Hire Car

Covered

Please see Hire Car terms on page 6.

Hire Cars must be arranged with **us** within 24 hours of the time of **breakdown.**

2. Alternative transport

Covered

If **you** would prefer to continue **your** journey by air, rail, taxi or public transport, **we** will **reimburse you** for a standard class ticket up to £150 per person or £500 for the whole party, whichever is less.

3. Overnight accommodation

Covered

You may decide that waiting for **your vehicle** to be fixed is best for **you**. **We** will arrange one night's bed and breakfast accommodation, up to a value of £150 per person or £500 for the whole party, whichever is less.

4. Assistance in a medical emergency

Covered

We will also help if **you** or one of **your passengers** suddenly or unexpectedly falls ill and needs medical help before the end of **your** journey. **We** will help **you**:

1. Book one night's bed and breakfast accommodation for **you** and **your passengers** if the hospital is more than 20 miles from **home**. **We** will **reimburse you** up to £150 per person or £500 for the whole party; and
2. Arrange to get the patient home or to a local hospital as soon as they are fit to travel.

Not Covered

We will not assist **you** where **you** or one of **your passengers** is taken ill during a journey to or from a doctor's surgery or hospital, including planned doctor or hospital appointments or emergencies.

Section E: Courtesy Car (Optional- see your schedule)

The number of **claims** that **you** can make during a **policy year** is shown on **your schedule**.

Covered

If **we** recover **your vehicle** under Sections A (Roadside) or B (At Home) and it cannot be fixed on the same day **we** will arrange a Hire Car. Please see Hire Car terms on page 6.

Hire Cars must be arranged with **us** within 24 hours of the time of **breakdown.**

Section F: Battery Replace (Optional- see your schedule)

Cover is available for **vehicles** where specified on **your schedule**

Covered

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home) and the cause of the **breakdown** is a fault with **your vehicle's** starter battery, and **we** cannot get it recharged because it is unserviceable **we** will:

1. Fit a new battery; and
2. Dispose of the battery that **we** have replaced.

The maximum **we** will pay under this section is £600 in any **policy year.**

Not Covered

1. Any **claim** within 14 days of purchase of a new **policy**, or from the date **you** upgrade to include this Section F;
2. Batteries that need to be fitted by a manufacturer or dealer;
3. Electric or hybrid vehicles, motor homes, kit cars, quad bikes, modified or imported vehicles;
4. A **breakdown** caused by an incorrect or incorrectly fitted battery; or
5. Batteries that have been misused or abused.

Section G: Tyre Replace (Optional- see your schedule)

Cover is available for **vehicles** where specified on **your schedule** and limited to the amount shown on **your schedule** in any one **policy year**.

Covered

If **your vehicle breaks down** under Sections A (Roadside) or B (At Home) and the cause of the **breakdown** is due to accidental damage, malicious damage or a puncture to one or more of **your** tyres **we** will send help to either:

1. Repair the tyre; or
2. Fit a replacement tyre together with replacement valve and wheel balancing; and
3. Dispose of the tyre that **we** have replaced.

If **we** are unable to repair or replace the tyre on the **vehicle** at the roadside, **we** will speak with one of **our** technical experts and either:

1. Take the **vehicle** to **our** nearest **approved tyre network**; or
2. Fit a temporary tyre or spare wheel for the **vehicle** to be driven safely to **our** nearest **approved tyre network.**

Important

- Please note that one tyre equals one **claim.** If **we** replace two tyres it will be two **claims**.
- If **your vehicle breaks down** due to malicious damage, **you** must report the incident to the police first and obtain a crime reference number before **we** will provide cover under Tyre Replace.

Not Covered

1. Any **claim** within 14 days of purchase of a new **policy**, or from the date **you** upgrade to include this Section G;
2. Damage caused by incorrect maintenance of **your vehicle** such as tyre pressure, wheel alignment, tyre tread below the legal limit, defective steering or suspension;
3. Tyres that have failed due to faulty manufacture;
4. Costs that can be claimed back by any other insurance or warranty;
5. Damage caused by **wear and tear**, previous damage or misuse; and
6. Tyres on a motorhome, kit car, motorcycle, quad, trike or trailer, imports or **modified vehicle**.

Section H: Garage, Parts and Labour (Optional- see your schedule)

Cover is available for **vehicles** where specified on the **schedule**.

To be able to **claim** under this section **you** must have:

1. **Your vehicle** serviced by a VAT registered garage; either in line with the manufacturer's guidelines or within the 12 months prior to claiming on this section; and
2. Evidence of **your** last service**. We** will ask **you** for this before **we** start work, so **we** recommend **you** carry this in **your vehicle**.

Covered

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home) and **we** cannot permanently fix **your vehicle** at the roadside **we** will recover **you** to, or enable **you** to drive the **vehicle** to, an **approved garage** where, once authorised:

1. **We** will cover the cost of:
   a. the **covered parts;**
   b. labour charges; and
   c. one hour's labour to help diagnose the fault

up to the maximum **claim** limit set out in the **schedule** or up to the **market value** of **vehicle** whichever is less;

2. Where **you** take **your vehicle** to an **approved garage you** must do so within 7 days of the date of the **breakdown**.

Covered Parts

Included	Excluded
	Any **covered part** which has failed due to it reaching the end of its normal working life.
Engine	• Turbochargers • Superchargers • Exhaust gas recirculation (EGR) valves • Burnt valves and decokes
Engine cooling system	• Pipes • Hoses
Fuel system	Diesel particulate filter (DPF)
Clutch	Dual mass flywheel (DMF)
Gearbox	
Differential & drive system (front/rear) and shafts	Split rubber gaiters
Steering	• Steering locks • Ignition locks
Suspension	Perished bushes
Brakes	Brake discs, pads, drums and shoes
Electronic control units	ECU re-flashes and updates
Electrics	• Sun roof and folding roof motors • Electric window motors • Door locks and keys • Seats (including pre-tensioners), • Lamps • Bulbs and connectors • Parking sensors • Starter batteries • Wiring looms • Fuses • In-car entertainment
	• All body parts and trim • Glass • Paint • Upholstery • Tyres • All consumables unless required as part of the repair for a **covered part**.

Not Covered

1. Any **claim** within 14 days of purchase of a new **policy** or from the date **you** upgrade to include this Section H;
2. Any costs relating to a part that is not a **covered part**, other than the one hour diagnosis;
3. More than one **claim** for any one **covered part** per **vehicle** under this section;
4. Any **vehicle** that is a motorhome, kit car, motorcycle, quad, trike or trailer, import or **modified vehicle**;
5. Any costs due to:
   a. design or manufacture faults;
   b. failure of any parts being fitted incorrectly;
   c. parts or repairs needed due to faults or damage caused by frost, freezing, corrosion, erosion, water; or
   d. **you** or any third party attempting to repair or start the **vehicle**;
6. Any costs needed where the **breakdown** results from:
   a. damage through insufficient or incorrect lubrication;
   b. parts that have seized and have not suffered a mechanical failure;
   c. carbonisation of parts;
   d. accidental damage or damage caused by foreign objects;
   e. incorrect or contaminated fuel; or
   f. routine adjustments, phasing and calibration, internal blockage of fuel systems by contamination and failure to meet current emission legislation;
7. Faults reported to **us**, or identified by an **approved garage** that are not connected to the cause of the **breakdown**;
8. Any costs if **we** decide, acting reasonably, that the damage has been caused by **you** failing to take reasonable steps to prevent the damage; or
9. Any costs that can be recovered under any other warranty or insurance, including manufacturer's warranty.

Section I: Mis-Fuel Rescue (Optional- see your schedule)

Cover is available for **vehicles** where specified on **your schedule. You** may make a **claim** under this section if **we** have not attended a breakdown under Section A (Roadside) or B (At Home).

Covered

If **you** have a diesel **vehicle** and by mistake put petrol in it **we** will send help to:

1. Drain, flush and clean out the fuel system;
2. Clean, repair and replace the injector system;
3. Add up to 10 litres of diesel to get **you** on **your** way; and
4. Dispose of the contaminated fuel.

If this does not fix **your vehicle**, **we** will take the **vehicle** and **passengers** to a local **approved garage** for repair.

Cover under this section is limited to £2,500 in any one **policy year** or up to the **market value** of **your vehicle**, whichever is less.

Not Covered

1. Any **claim** within 14 days of purchase of a new **policy** or from the date **you** upgrade to include this Section I;
2. Damage due to **wear and tear**;
3. Damage caused by an existing fault or defect; or
4. Any damage not caused by **you** mis-fuelling.

Section J: Key Replace (Optional- see your schedule)

We recommend **you** attach **your** keys to the key **fob**, so that if they are lost, they can be returned to **you**.

If **your** keys are stolen **you** must report this to the police within 72 hours in order to **claim**.

You may make a **claim** under this section if **we** have not attended a **breakdown** under Section A (Roadside) or B (At Home). If **we** do, however, this will be regarded as a **claim** under that section.

For vehicle based cover this section only applies to the persons listed on the **schedule**.

Covered

If during the **policy period your** own keys are lost, stolen or broken, **we** will arrange and pay for the following services up to £1,500 in any one **policy year**:

1. locksmith's charges;
2. new locks of the same standard if **we** assess, acting reasonably, there is a security risk;
3. up to 3 keys per lock of the same standard - depending on how many are lost, stolen or broken;
4. reprogramming of the electronics so **your** locks, alarm and immobiliser still work;
5. a Hire Car up to £35 per day for up to 3 consecutive days or up to £80 for alternative transport to keep **you** going while **we** attend to the keys for **your vehicle**. Please see Hire Car terms on page 6.

You must contact **us** to arrange any of the above options. Please keep **your** receipts as **we** will need them to **reimburse you**. Once **we** have made arrangements with **you**, **you** will need to meet the locksmith or **you** might be charged a **call out** fee. If **we** arrange for locksmith services, **you** must be there when the locksmith attends. If **you** are not there, **we** will not cover a second appointment.

We may ask **you** to produce evidence that **you** own the keys, for example a copy of **your** V5C certificate.

Not Covered

1. Any **claim** within 14 days of purchase of a new **policy** or from the date **you** upgrade to include this Section J;
2. Keys that break due to wear or ageing. The breakage must be caused by a sudden, unforeseen and unexpected event;
3. Replacement keys in the first 3 days of **your claim** unless **we** agree otherwise;
4. Replacement locks that are already damaged prior to **claim** or if other keys are available. **We** will still replace the keys;
5. **Claims** not reported to **us** within 30 days of the loss, breakage or theft;
6. Any losses which result from losing, breaking or having **your** keys stolen, for example loss of earnings, changes to the market value of **your vehicle**; or
7. **Claims** caused by deliberate or criminal acts or failing to take reasonable care of **your** keys.

General Conditions

The following conditions apply to all sections of this **policy**. If **you** do not comply **we** can refuse cover and/ or cancel your **policy**.

1. **You** must pay **your** premium.
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**.
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your policy** will not cover this.
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair.
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover.
6. If **your policy** is personal based **you** must be with the **vehicle** at the time of **breakdown** and when **we** attend. For both personal and vehicle based **policies** there must be a driver with the **vehicle** when **we** attend.
7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage and goods in or on a **vehicle**. **We** will not be responsible for any loss of or damage to them.
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult.
9. **We** will not allow animals in **our** vehicles, except guide dogs. Any animals can remain in **your vehicle** at **your** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport any livestock. **We** will not be responsible for any costs relating to animals.

10. The **vehicle** must not carry more passengers than the number stated in the **vehicle's** registration document. Each passenger must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat.
11. Where **we** provide a repair to **your vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility.
12. **We** will not be responsible for any losses that **you** incur following a **breakdown** that are not expressly covered by this **policy**. For example, **we** will not pay for any loss of earnings or missed appointments.
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage, whether an **approved garage** or not, and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **policy**:
    a. **specialist equipment**;
    a. tolls, ferries or congestion charges **for your vehicle** and **our** vehicle;
    b. any damage to glass even if the damage means **you** cannot legally or safely drive. **We** will arrange transport to a local garage so **you** can arrange to get **your vehicle** fixed but **you** will have to pay for this;
    c. spare tyres and wheels and repairing or sourcing them, except under Section G; or
    d. recovery by someone other than **RAC** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services.
16. In handling any **claim** there may be more than one option available to **you** under this **policy. We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times.
17. **Your vehicle** must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work.
18. This **policy** does not cover:
    a. routine servicing, maintenance or assembly of **your vehicle**;
    b. **caravan** or **trailers,** except as described under Section A;
    c. use of **your vehicle** for business, including for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
    d. **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
    e. **breakdowns** that occur off the public highway to which **you** or **we** have no legal access;
    f. **your vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
    g. **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
    h. any **claim** that is or may be affected by the influence of alcohol or drugs;
    i. any **breakdown** that is caused by or as a result of **vehicle** theft or fire; or
    j. any **claim** under this **policy** where the **breakdown** was first reported to **us** under a different membership.
19. If **you** are asked to review and approve a document recording the condition of **your vehicle,** including an electronic form, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Included Benefits

The following are provided at no additional charge:

Accident Care

If **you** have a **road traffic collision** in the **UK, we** may be able to help **you** with the following additional services:

Post-accident assistance

Call **us** straight from the scene on 0333 2000 999 and **we** can give **you** help and advice on:

1. Whether **you** can still drive **your** vehicle, or if it is best for it to be recovered;
2. Arranging a recovery under **our** Road traffic collision assistance (below);
3. Whether to claim on **your** insurance;
4. Arranging a replacement vehicle for **you**, if **you** need one; and
5. **Your** rights to claim compensation if the **road traffic collision** was not **your** fault.

Road traffic collision assistance

We can transport **your vehicle** up to 150 miles from where the **road traffic collision** happened but **you** will have to pay for this service. **We** will advise **you** of the cost up front and if **you** accept the charge, **you** will have to pay the full amount to **us** within 180 days. **We** will help recover this cost from **your** motor insurer or the responsible third party.

Telephone Legal Helpline

Open 24 hours a day, seven days a week all year round. **You** can contact **us** on 0330 159 1446.

We will give **you** initial advice on any personal legal matter within the **UK**. Where possible, **we** will advise what **your** legal rights are, the options available to **you** and how best to implement them. **You** may need a lawyer, in which case **we** will let **you** know. **We** are unable to provide:

1. Advice on business / commercial matters (including landlords), immigration or judicial review; or
2. Advice where in **our** reasonable opinion **we** have already given **you** the options available.

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

Key Return

We will send **you** one key **fob** per member with **your** membership pack. The **fob** has **your** membership number and a FREEPOST address printed on it. If **you** lose **your** keys, and they are returned to **us**, **we** can get them posted back to **you**.

If they are returned to **us** but **your** membership is no longer valid, **we** can still post them back to **you**, but **you** will have to pay the cost.

For as long as **you** are a member, **you** can call **our** lost and found key helpline 24 hours a day, 365 days a year on 0330 159 0951.

Service in the Republic of Ireland

If **your** vehicle has **broken down** in the Republic of Ireland, **we** will provide a Roadside attendance service only, as described under Section A (Roadside). If **your home** address is in Northern Ireland and **you** have purchased Section C (Recovery), **we** will recover the **vehicle** to **your home**, or to another destination in Northern Ireland if the distance is less.

Urgent Message Relay

If **your vehicle** has **broken down** and **you** need to get in touch with friends and family urgently, **we** will get a message to them for **you**.

Replacement Driver

If **you** become ill during a journey in the **UK** and no one within **your** party can drive the **vehicle**, **we** may be able to provide **you** with a replacement driver. This service is discretionary, and **we** will decide whether or not to provide this service.

Additional Services

We can provide additional services that are not included in **your policy** but **we** will charge **you** for these, for example to:

1. Purchase the parts **you** need to get on **your** way;
2. Pay for **specialist equipment** to complete the repairs;
3. Extend the hire time for a replacement car;
4. Arrange a second or extended recovery; or
5. Attend a mis-fuel event.

If **you** need extra help, **we** will agree the costs up front and will need full payment before **we** can help. If **you** took out the **policy**, **you** will be responsible for any additional charges so if **we** help someone under **your policy** and they cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the **breakdown**.

Cancellation of your policy

Your right to cancel

You can cancel **your policy** within the cooling off period, being 14 days from the later of:

1. the **start date;** or
2. the date **you** receive **your policy** documents**.**

If **you** do this, **we** will cancel the **policy** with immediate effect from the day **you** request it and **we** will refund **your** premium in full unless **you** have made a **claim** within this cooling off period. If **you** downgrade **your policy** after this cooling off period **we** will not refund premium to **you**;

After this cooling off period **you** can still cancel but **we** will not refund any premium to **you**.

Cancelling a Direct Debit will not always cancel **your policy**, so in order to cancel **you** must contact Customer Services.

If **you** have a continuous **policy**, to cancel **your policy** or remove a cover section **you** must let **us** know 30 days in advance, as this will give **us** time to make the appropriate arrangements.

Our right to cancel

1. If any premium for the **policy** is not paid by a relevant date as stated on **your schedule**, **we** will notify **you**. All payments must be paid within 28 days of the relevant date, if not **we** may cancel **your policy**;
2. **We** may cancel the **policy** in the event of misuse of the **policy**, and **we** will not refund any premium; and
3. **We** may cancel a continuous **policy** by writing to **you** 3 months before the date when **we** intend to end the **policy**.

Misuse of your policy

You must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your policy** to try and obtain a service under this **policy**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

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

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

Renewing your Policy

12 or 24 month policy

Before the end of **your policy period we** will write to **you** at the last known address as notified to **us** by **you,** to confirm whether **your policy** may be renewed with **us** along with any changes to the premium or terms and conditions for the next **policy period**.

Annual review of a continuous policy

Providing that all premium has been paid to date **your policy** will continue until it is cancelled by **you** or **us** in accordance with the cancellation rules, however **we** may review the premium and terms and conditions at the end of **your policy year**. **We** will write to **you** at least 21 days before to confirm whether **your policy** will continue with **us** along with any changes to the premium and terms and conditions for the next **policy year**.

We will continue to collect **your** premium unless:

1. **You** contact **us** before the end of the **policy year** and ask **us** not to;
2. **You** have informed **us** that **you** do not wish to accept any change to the premium or terms and conditions;
3. **You** have not authorised **us** to keep **your** account details or they have changed;

in which case **we** will not continue **your policy** and it will expire at the end of the **policy year**.

Automatic Renewal

If **you** have authorised **us** to hold onto **your** account details, **we** will automatically renew **your policy** and collect the premium that is due. If **you** do not wish **us** to do this please contact **us** as soon as possible and before the renewal date.

If **your** card details have changed, **we** will look to update them from **your** card provider to let **us** renew **your policy**.

If **you** have informed **us you** do not want to automatically renew **your policy** and **you** have not authorised **us** to keep **your** account details, **we** will not renew **your policy** and it will expire at the end of the **policy period**. If **you** do wish to come back to **us**, **you** have 60 days from the renewal date to make payment to reinstate **your policy**.

Upgrading your Policy

You can upgrade **your policy** at any time to add optional cover Sections (B to J). **You** must pay the premium of the upgraded cover section before the cover can start.

All upgraded cover sections will apply 24 hours after upgrading, however Sections F to J, will not be available for any **claim** until 14 days after upgrading.

To upgrade please contact **our** Customer Services.

Changes to your details

You must let **us** know immediately if **you** need to change anything on **your policy** including the **schedule. You** will be sent a revised **schedule**.

We can be contacted by phone, post, or email. Please see Contact Information on page 2.

If **you** change **your vehicle** and **you** have vehicle based cover or vehicle based breakdown extras, **you** must call **us** to update **your** details. If **you** do not, **you** may not be covered. Sections F to J, will not be available for any **claim** until 14 days after the change.

We will not change **your policy** into someone else's name. If **you** cancel **your policy** for any reason, the whole **policy** will be cancelled and others on **your policy** will no longer be covered by **us**. **We** will be able to set up a new **policy** for the others, if required.

All communications from **us** shall be deemed duly received if sent to **your** last known address.

Complaints

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

If **you** are unhappy with **our** services relating to Part 1 of this policy booklet such as services at or following a **breakdown**, or the included benefits please contact **us** as follows:

	Phone	In writing
Breakdown related Complaints	0333 202 1877	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
Telephone Legal helpline related complaints	0330 159 0610	Legal Customer Care (Address as above) legalcustomercare@rac.co.uk

If **you** are unhappy with **our** services relating to Part 2 of this policy booklet such as sales, arrangement and administration of **your policy**, please see page 17.

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: http://ec.europa.eu/consumers/odr/. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.

Financial Ombudsman Service

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

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

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

Legal Ombudsman Service / Claims Management Regulator

In the event that **we** cannot resolve **your** complaint to **your** satisfaction under the complaints process set out above, and **your** complaint relates to **our** Accident Care service or advice provided under the Telephone Legal Helpline, **you** may be able to refer **your** complaint to either (a) the Legal Ombudsman Service if it relates to the service **you** have received, or (b) the Claims Management Regulator if it relates to conduct.

Claims Management Regulation Unit
57-60 High Street
Burton upon Trent
Staffordshire
DE14 1JS

Telephone: 0333 200 0110

Email: contactus@claimsregulation.gov.uk

www.claimsregulation.gov.uk

The Legal Ombudsman Service
PO Box 6806
Wolverhampton
WV1 9WJ

Telephone: 0300 555 0333

Email: enquiries@legalombudsman.org.uk

www.legalombudsman.org.uk/cmc

Financial Services Compensation Scheme

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

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

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

The cover provided by RAC Motoring Services under this **policy** is not covered by the FSCS.

Law

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

Part 2 – Arrangement and Administration Contract

RAC Arrangement and Administration Contract

This is the contract between RAC Financial Services Limited (Registered No: 05171817) Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW and **you** under which we will arrange and administer the RAC breakdown **policy** on **your** behalf (the "arrangement and administration contract").

1. When does this arrangement and administration contract start and end?

This arrangement and administration contract relates to our services in arranging and administering **your** RAC breakdown **policy**. Our services will start at the same time as **your** RAC breakdown policy and will continue for the same period of time. This is set out in **your schedule**. If **your** RAC breakdown **policy** is terminated or is cancelled for any reason, then no further services can be delivered under this arrangement and administration contract, which will be terminated or cancelled automatically at the same time. This arrangement and administration contract cannot be terminated or cancelled independently of the RAC breakdown **policy**.

2. Who owns and regulates RACFS?

RACFS is owned by RAC Group Limited (Registered No 00229121). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACFS is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 313989. The FCA is an independent body that regulates the financial services industry in the UK. **RACFS's** permitted business is that of an insurance intermediary that arranges and administers contracts of general insurance. **You** can check this information on the Financial Services Register by visiting the website https://register.fca.org.uk/ or by contacting 0800 111 6768.

3. Which companies does RACFS deal with?

RACFS deals with RAC Motoring Services (RACMS) which provides Roadside, Recovery and At Home insurance as set out in the breakdown **policy**, and RAC Insurance Limited (RACIL) which provides all other insurances as set out in the breakdown **policy**. **RACFS** acts as an agent of RACMS and RACIL when selling the RAC breakdown **policy** and renewing the RAC membership. These are the only providers of breakdown assistance available through **RACFS**.

4. What services does RACFS provide?

RACFS provides the following services to **you**:

Arranging breakdown cover:

RACFS will provide **you** with information on the breakdown cover available from RACMS and RACIL under an RAC membership and will ask **you** some questions to help narrow down the level and type of that breakdown cover of interest to **you**. Where **you** purchase the **policy** through one of **our** contact centres, **you** will not receive advice or recommendation on the level or type of breakdown cover to buy. Instead **you** will need to make **your** own choice on which level and type of breakdown cover **you** require.

Once **you** decide what cover **you** require, **RACFS** will arrange this for **you** with RACMS and RACIL. These services will include:

1. Letting **you** know the total cost of cover for **your policy**;
2. Arranging payment of the total cost of cover for **your policy;** and
3. Issuing **policy** documentation and membership card(s) to **you**.

Renewal of a 12 or 24 month membership - Prior to the end of **your** 12 or 24 month **policy period RACFS** will write to **you** to explain whether RACMS and RACIL are renewing **your policy** and to notify **you** of any changes that they propose to make to the cost of cover and the terms and conditions applicable to the **policy** for the next **policy period**. **RACFS** will then arrange the renewal of **your policy** with RACMS and RACIL.

Review of a continuous membership - At least 21 days before the end of each **policy period**, **RACFS** will write to **you** to notify **you** of any changes that RACMS and RACIL propose to make to the cost of the breakdown **policy** or other terms and conditions of the **policy** from the start of the next **policy year**. **RACFS** will also notify **you** of the fee payable for the next **policy year** and then arrange the continuation of **your policy** with RACMS and RACIL.

Administering breakdown cover:

After arranging breakdown cover **RACFS** will administer it on **your** behalf, including:

1. Supplying replacement **policy** documentation or membership card(s);
2. Notifying RACMS and RACIL of any changes to **your policy** and keeping **your** records up to date;
3. Dealing with enquiries relating to **your policy**;
4. Changing payment methods;
5. Managing any cancellation of **your policy**.
6. Collecting premium and other charges and fees due for **your** RAC membership; and
7. Making changes to the cover **you** hold under **your** RAC membership.

If **you** wish to change the type or level of cover, **RACFS** will provide **you** with information to help **you** make a decision and will arrange any changes to the **policy** with RACMS and RACIL, including arranging any additional payments for the change in cover and issuing any relevant **policy** documentation and card(s).

1. Notifying **you** of any changes made by RACMS or RACIL to the terms and conditions; or
2. Retaining records as to **your** cover under the RAC membership together with a copy of the policy booklet and **schedule** that was issued to **you**.

5. How can you contact RACFS?

If **you** need to contact us in relation to any of the services set out in Part 2 of this policy booklet and for general enquiries about **your policy**, please contact us as follows:

Purpose of contact	Phone	In writing
General Enquiry	0330 159 0360	Membership RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk
Complaints	0330 159 0360	Membership Customer Care Address as above membershipcustomercare @rac.co.uk

If **you** are unhappy with **the** services relating to Part 1 of this policy booklet such as services at or following a **breakdown**, or for included benefits please see page 13.

Call charges apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans.

We do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/ or recorded.

6. What will you have to pay for services provided by RACFS?

As part of the total cost of RAC membership, **RACFS** may charge **you** a fixed arrangement and administration fee for providing certain services under this arrangement and administration contract for each **policy period** (in respect of a 12 or 24 month **policy**) or **policy year** (in respect of a continuous **policy**). Other services may be provided at no additional charge. This will be made clear to **you** in advance of entering into the arrangement and administration contract, and any renewal. **RACFS** will collect the administration fee at the same time that it collects the cost of cover for **your** RAC breakdown **policy** and using the same payment method. Please see **your schedule** for more details. The arrangement and administration fee will be identified separately on the **schedule**.

If this arrangement and administration contract is cancelled or terminated by **you** as a result of **you** cancelling **your** RAC membership during the cooling off period - being the 14 day period following the later of:

a. the **start date**: or
b. the date **you** received the RAC breakdown **policy** documentation; then

RACFS will refund **your** arrangement and administration fee in full unless **you** have made a **claim** under the breakdown **policy** within this cooling off period. If a **claim** has been made during this cooling off period no refund will be given. If this administration contract is cancelled or terminated at any other time, no refund will be given.

You may be charged a credit card fee if **you** pay by credit card. **You** will be advised in advance of **your** payment to **RACFS** if this fee will apply and the amount payable. The credit card charge will not be refundable in the event of cancellation or termination of this arrangement and administration contract.

7. Risk of Insolvency

All money received by **RACFS** in respect of **your** RAC breakdown **policy** is held on behalf of RACMS or RACIL (as applicable) so that **you** have no risk in the event of **RACFS's** insolvency. However, this means that, in the event of RACMS or RACIL's insolvency, any sums **RACFS** holds for the applicable company are deemed to have been paid to it and will not be returnable to **you**.

8. Matters outside RACFS's reasonable control

RACFS will not provide any service under this arrangement and administration contract if it is prevented from doing so in circumstances beyond its 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 **RACFS** will take steps to prevent or minimise the effects of such circumstances on its services.

9. Exclusion of RACFS' liability

To the extent permitted by law, **RACFS** shall not have any responsibility for:

1. Any increased costs or expenses;
2. Any loss of profit, business, contracts, revenue, anticipated savings; or
3. For any losses that, in view of **your** particular circumstances, **RACFS** could not have anticipated may arise as a result of or in connection with any service provided by us, whether these losses arise in negligence, breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or this arrangement and administration contract shall exclude or restrict the **RACFS's** liability for negligence resulting in death or personal injury.

10. What to do if you have a complaint

If **you** are dissatisfied with any aspect of the administration services provided by **RACFS** under this administration contract, please contact us.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

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

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

12. Is RACFS covered by the Financial Services Compensation Scheme (FSCS)?

RACFS's activities in arranging and administering **your** RAC membership are covered by the FSCS. If **RACFS** cannot meet its obligations **you** may be entitled to compensation from the FSCS.

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

10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU.

13. Use of English law and language

Communication by **RACFS** to **you** concerning this administration contract or the **policy** will be in English. The parties are free to choose the law applicable to this administration contract. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Your Data

This section tells **you** how **we** collect **your** data, and who **we** share it with.

These terms apply, independently, to both contracts in this policy booklet:

- Part 1 – Breakdown Policy; and
- Part 2 – Arrangement and Administration Contract.

What is your data?

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

1. Personal data is information **we** hold on **our** records which identifies **you**. This includes obvious things like **your** name and address but could also include **your** email address and contact details;
2. **We** will also hold data about **you** that is not personal – for example information about **your vehicle**; and
3. A small number of **our** products and services require **us** to collect and store sensitive personal data. This includes **our** members who rely on **our** mobility services. **We** will only ask for this when it is absolutely necessary and by providing it to **us you** give **your** consent to **us** storing and using this data.

How we collect your data

Your data may be collected in a number of different ways, but most commonly **we** collect **your** data when **you**:

1. Apply for an RAC Membership through **our** website or over the phone;
2. Make any changes to **your policy** details;
3. Telephone **our** Customer Services, write to **us** or contact **us** through a social media network or online portal;
4. Make a request for service under **your policy**, for example if **your** vehicle has **broken down**;
5. Apply for an RAC Membership through a direct sales agent or at the roadside; and
6. Renew or cancel **your policy**.

We will always need to collect, store and use information about **you** to be able to provide **your** RAC Membership.

Who we will share your data with?

There are four types of organisation that **we** share **your** data with:

1. Organisations within the **RAC** group of companies and external specialists;
2. **Our** business partners who provide great products and services;
3. External organisations who help **us** with fraud protection and detection including credit reference agencies; and
4. Statutory bodies, or where **we** are required to give this information by law.

Other organisations within the RAC group

As a large organisation there are different parts of the RAC group that do different jobs, this includes RAC Motoring Services which looks after **you** if **your vehicle** has **broken down** and RAC Insurance Limited which provides **our** add-on insurance such as onward travel and tyre and battery replacement. RAC Financial Services Limited arranges and administers **your policy** and RAC Brand Enterprises LLP protects the **RAC** brand. All four organisations are registered as Data Controllers with the ICO. Other parts of the organisation will provide support functions such as marketing, Customer Services and finance.

Sometimes **we** will need to use organisations who provide specialist services and who become part of the wider **RAC** family. **We** always make sure they have the right policies and procedures in place to keep **your** data safe and secure.

We only share **your** data to the parts of the RAC group that need it.

All of these different groups are supported by **our** IT, Information Security and Data Protection experts.

Our business partners who provide great products and services

We only work with business partners who **we** think can offer **you** products and services that will add value to **your** RAC Membership. This includes motoring and travel related products such as breakdown services, hotel bookings, vehicle inspections, sales and leasing. **We** also offer financial products such as car and home insurance.

Our partners may contact **you** by mail, telephone, fax, email or by mobile text message to let **you** know about any goods, services or great offers that **we** think **you** should know about.

We will not share **your** data with marketing agencies or any third parties who offer unrelated products and services.

External organisations who provide fraud protection and detection services including credit reference agencies

We may need to use **your** data in order to prevent and detect fraud and **we** may share **your** data with fraud prevention and detection agencies and organisations that check **your** identity.

Where this information is shared, **your** data may be added to databases which:

1. Make automated decisions about providing **you** other breakdown, insurance, credit and related services;
2. Allow credit reference agencies to maintain **your** credit score;
3. Trace debtors or beneficiaries, recover debt and prevent fraud; and
4. Prevent money laundering crime.

Other statutory bodies

Occasionally **we** are asked to provide statutory bodies with information about **you** that they need to help prevent or detect crime and fraud or organisations who are responsible for tax and other duties. This can include organisations like the police, DWP and HMRC. **We** only ever provide this information where **we** are satisfied that it is right to do so.

There may also be very limited occasions where **we** are obligated to release information about **you** by law, for example where a court orders **us** to do so.

Your rights

At any time **you** have the right to ask **us** to:

1. correct or delete any inaccurate information **we** hold about **you**;
2. tell **you** what data **we** hold about **you** and where **we** got the information from. Address **your** request to the Subject Access Team. **We** may charge **you** a small fee of £10 for doing this; and
3. stop sending **you** marketing information about products and services **we** or **our** business partners offer.

Contact **us** at:

Freepost RTLA-HZHB-CESE
RAC Financial Services Limited
Customer Services Department
PO Box 586
Bristol
BS34 9GB

Or telephone **our** Customer Service on
0330 159 0360.

Our rights

We want to help, but **we** cannot give information about **your policy** to anyone else but **you**. **We** are always happy to speak to a relative or a friend who is not named on **your policy** but only when **you** are happy for **us** to do so. **We** will always want to check with **you** first.

We may record **your** telephone call and keep emails and letters to ensure **our** Customer Service are giving the best customer care, and when **you** need to query what information **we** have given **you**.

We may share **your** data with organisations outside of the European Economic Area. **We** will only do this where it is absolutely necessary to provide **you** with **our** services and **we** are satisfied that the organisation can provide the same level of data security that **we** have here in the **UK**.

Changes to the RAC group structure

Things can change - in the event that any part of the RAC family merges with, or is acquired by, another business it may be necessary to share **your** data with **our** advisors and other parties in the deal. **We** will only do this when **we** consider it is absolutely necessary and only where **we** have assurances about the safety and security of **your** data.

Breakdown cover arranged and administered by RAC Financial Services Limited (Registered No 05171817) and provided by RAC Motoring Services (Registered No 01424399) and/or RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Motoring Services and RAC Financial Services Limited are authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. IM.UK.POL.0916.988635-1

European Breakdown Cover - Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Contact Information

	Telephone	In Writing
Breakdown in the UK	0333 2000 999 or 0800 82 82 82	
Breakdown in Europe Calling from **Europe** Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	 0033 472 4352 44* 0800 94 20 44 1 800 535 005	
Bringing your vehicle back to the UK after a breakdown	0330 1590 342	
European Legal Care claims	0333 202 2981	
Claim Form Requests From the **UK** From **Europe**	 0330 1590 334 0044 161 332 1040*	 europeanclaims@rac.co.uk www.rac.co.uk/europeanclaimform
Customer Services including if **you** are unhappy with any of **our** services	0330 159 0360	RAC Financial Services Limited, Great Park Road, Bradley Stoke, Bristol, BS32 4QN breakdowncustomercare@rac.co.uk
Hearing assistance (in the UK)	Telephone prefix 18001 to access Typetalk or text **us** on 07855 828282	

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

Telephone charges

We do not cover the cost of making or receiving telephone calls. **Our** calls may be monitored and/or recorded.

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

In the UK: Call charges may apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. Text messages will be charged at your standard network rate.

If your vehicle breaks down, please provide us with

1. **Your** name and **RAC** membership number or **policy** number
2. Identification such as a bank card or driving licence
3. The **vehicle's** make, model and registration number
4. The exact location of the **vehicle** - the road **you** are on or the nearest road junction
5. The number of the phone **you** are using
6. The cause of the **breakdown**, if **you** know it
7. **Your** credit card if **you** need additional services

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

Remember

1. Please let **us** know if **you** have called **us** but manage to get going before **we** arrive.
2. **We** will only provide cover if **we** arrange help, or otherwise approve action taken by **you** or on **your** behalf.

Breakdown or road traffic collision on a motorway in France or Mainland Europe

Motorways in France and many other European countries are privately managed. If **your vehicle breaks down** or is in a **road traffic collision** on a French motorway, motorway service area, or other European private motorway, **you** must use the roadside emergency telephones as **we** cannot send assistance. If the **vehicle** is recovered by the police or authorised motorway services, **you** may have to pay labour and towing charges on the spot and a standard tariff is normally applied.

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

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European Breakdown Cover

This consists of:

1. A Breakdown Policy –a contract of insurance between **you** and the insurer - RAC Insurance Limited provides insurance for all sections of this booklet.
2. An arrangement and administration contract – a contract for services between **you** and RAC Financial Services Limited (**RACFS**) as arranger and administrator, set out in Part 2 of this booklet. Fees are payable for the services of **RACFS** and will be made clear to **you** in advance of purchase.
3. A Schedule - detailing the level of cover chosen, and the cost. The **schedule** will detail the premium, the fees, and any other charges payable, and will be made clear in advance of purchase, and will be provided to **you** by **RACFS** following purchase.

Definition of Words

These definitions apply, independently, to both contracts in this European Breakdown Cover booklet:

- Part 1 – Breakdown Policy;
- Part 2 – Arrangement and Administration Contract; and
- Your Data

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

"accident" means a specific or sudden incident for which **you** were not at fault and another party was at fault that causes **you** bodily injury;

"approved garage" means a garage in the **UK** that has been approved by **us**;

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

"breakdown"/"break down"/"broken down" means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure including as a result of battery failure, running out of fuel, but not as a result of a mis-fuel, **road traffic collision**, fire, flood, theft, acts of vandalism, any **driver induced fault**, flat tyres or any key related issue other than keys locked in **your vehicle**;

"caravan"/"trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0 metres long including a tow bar; (c) 2.55 metres wide; and (d) 3 metres high;

"claim"

1. For Section 9 – European Legal Care, means an incident which **we** accept as falling within the terms of European Legal Care and which in **our** reasonable opinion is the first incident that could lead to a claim being made; or
2. For all other sections of this **policy** means each separate request for service or benefit for cover under any section of this **policy**;

"driver induced fault" means any fault caused by actions or omissions of the driver of the **vehicle**, except running out of fuel and battery failure;

"Europe" means the countries within the territorial zone that applies to **your** cover, please see the territorial zones table on page 26;

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

"journey" means a trip to **Europe** which begins on departure from **home** on or after the **start date** and ends on return **home** during the **policy period;**

"legal costs" means:

1. the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **claim**; and/or
2. the reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

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

"legal representative" means the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

1. to try to recover all **legal costs** from the other party;
2. not to submit any **claim** for **legal costs** until the end of the case; and
3. to keep **us** informed, in writing, of the progress of **legal proceedings**;

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

"passengers" means the driver and up to 8 people travelling with **you** for the whole duration of **your journey** , or if **you** have paid a supplement means the driver and up to 16 people travelling with **you** for the whole duration of **your journey**;

"planned departure date" means the date when **you** intend to begin **your journey**. **We** may ask for proof of this;

"policy" means the breakdown policy that is subject to the terms and conditions in Part 1 of this Policy booklet together with the **schedule**;

"policy period" means the length of time for which **your policy** is in force as shown on **your schedule**;

"RAC"/"we"/"us"/"our"

1. For the breakdown policy under Part 1 – Sections 1 to 9 means RAC Insurance Limited;
2. For Your Data, means RAC Motoring Services, RAC Insurance Limited and RAC Financial Services Limited;
3. For Additional Services means RAC Motoring Services; and
4. In each case any person employed or engaged to provide certain services on their behalf;

"RACFS" means RAC Financial Services Limited;

"reimburse"/"reimbursement" means reimbursement by **RAC** under the reimbursement process as set out on page 25;

"road traffic collision"

1. For Section 9 - European Legal Care, means a traffic collision involving a **vehicle** and at least one other motor vehicle on a public highway, private road or a car park to which the public has an uninterrupted right of access for which **you** were not at fault and another party was at fault; and
2. For all other sections means a traffic collision involving a **vehicle** within the **UK** and **Europe** that immobilises the **vehicle**;

"schedule" means the document entitled "Schedule" containing important details about the **policy** types and levels of cover;

"specialist equipment" means equipment that is not normally required by **RAC** to complete repairs and recoveries, for example winching and specialist lifting equipment;

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

"UK" means England, Scotland, Wales, Northern Ireland, and for the purpose of this **policy** includes Jersey, Guernsey and the Isle of Man if **you** are a resident there;

"uninsured losses" means **your** losses directly arising out of a **road traffic collision** or bodily injury due to an **accident**, that are not covered by insurance;

"vehicle" means a **UK** registered vehicle that complies with the following specifications:

1. It is either a car, light van, motorhome, or minibus that is less than
   - 3.5 tonnes;
   - 7.0 metres long including a tow bar;
   - 2.55 metres wide;
   - 3 metres high; or
2. It is a motorcycle over 121cc and is not a mobility scooter.

"you"/"your" means the person taking out the **policy** and any additional members as named on the **schedule**.

Part 1 – Breakdown policy

Important information about your policy

- This **policy** is intended to offer services in the event **your vehicle breaks down** or is in a **road traffic collision** whist **you** are using the **vehicle** on a **journey** from the **UK** to **Europe**. It meets the demands and needs of those who wish to ensure these risks are met now and in the future.
- There are three levels of cover. The one **you** have chosen is listed on **your schedule**. Please make sure this is correct.
- There are general conditions set out on page 31 that apply to all sections. There are also specific conditions that are set out in each section that apply to that section. **You** must meet all of these conditions.

Policy types

We have two types of cover

1. Personal Based

This covers **you** as a driver or a passenger in any **vehicle**. **You** can add up to 4 people in **your** household onto **your policy**. This is only available if **you** have personal based **UK** breakdown cover with **us**. The only cover level available is Comprehensive.

2. Vehicle Based

This covers the **vehicle/s** shown on **your schedule** if registered at **your home** address. The **vehicle** is covered whoever is driving**.** This is available for all cover levels.

Policy Period

You can choose from:

1. Single Trip – the **policy period** is set out on the **schedule** and covers one **journey**; or
2. Annual – the **policy period** is annual from the date set out on the **schedule** and covers multiple **journeys**.

Levels of Cover

We have 3 levels of cover available under this **policy**

1. Standard;
2. Comprehensive; and
3. Comprehensive Plus.

Limits of Cover

Cover under this **policy** is subject to certain limits:

1. The maximum number of **claims** that **you** can make under each section depends on the level of cover **you** have chosen. Please see **your schedule**;
2. Annual trip cover has a limit on the maximum number of **claims** that can be made:
   a. during the **policy period;** and
   b. in one **journey**;
3. Annual trip cover includes unlimited **journeys** during the **policy period**, but each **journey** is limited to a maximum of 90 days;
4. Single trip cover is limited to one **journey** during the **policy period**;
5. Each request for service will be counted as a **claim**, but requests for service relating to the same **breakdown** or **road traffic collision** will count as one **claim**. Once **claim** limits are reached **we** will not provide any further service under the relevant section of this **policy**.

Reimbursement

Under some sections, **you** will need to pay for the service up front and **claim** this back from **us** using **our** claim form. To obtain a claim form please visit www.rac.co.uk/europeanclaimform or contact Customer Services. Please send **your** completed claim form within 90 days of **your** planned return date with proof of payment (such as a receipt) to Customer Services. **We** may ask **you** to supply original documents.

Please note: any costs that are not arranged through **us** or agreed by **us** will not be reimbursed.

Caravans and Trailers

If **you** are towing a **caravan** or **trailer** and **we** have agreed to cover this, as set out on **your schedule**, **we** will provide the benefits available to the **vehicle** under the **policy** in respect of the **caravan** or **trailer**. **We** cannot arrange a replacement caravan or trailer, nor can **we** usually hire vehicles with tow bars so **you** may need to leave the **caravan** or **trailer** with the **vehicle** while it is being repaired. It may become necessary to bring the **caravan** or **trailer** back to the **UK** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the planned return date.

Important

Please note that **caravans** and **trailers** are only covered when attached to **your vehicle** when the **breakdown** occurs. Please also note that **trailers**, where covered, do not include anything being carried on the **trailer**, and the benefits under this **policy** do not extend to them.

Hire car terms

Certain sections of this **policy** include the supply of a hire car. Where a hire car is available as a covered benefit, the following terms apply:

Covered

1. **We** will try to find a hire car close in size to **your vehicle**, but cannot guarantee this and **we** may offer more than one hire car;
2. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car providers terms (e.g. **you** have points on **your** licence), and **you** choose to hire a car yourself, let **us** know before **you** hire a car, as provided **we** have agreed the cost, **we** will **reimburse you** up to the amount set out in **your schedule**;
3. Where **we** arrange a hire car **we** will pay the insurance and collision damage waiver. This covers the cost of damage but **you** would still need to pay the excess. If **you** leave the hire car at a different location to the one arranged by **us**, **you** will need to pay the hire car company any additional costs.

Not Covered

1. **We** will not provide any specific car type, model or accessories, including tow bars;
2. **We** will not provide the hire of minibuses, motorhomes, motorcycles or vans;
3. Crossing a border from one country to another, unless agreed with **us** and permitted by the hire car provider. **You** may need to change vehicles;
4. **We** will not provide breakdown cover for the hire car; and
5. Any cost of:
   a. delivery and collection of the hire car and any fuel used;
   b. fuel while using the hire car;
   c. a trailer to transport **your** motorcycle; or
   d. any insurance excess and additional costs.

Territorial Zones

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

Your Cover

Section 1: Roadside assistance in the UK

Please see **your schedule** to check whether **your policy** includes cover under this section.

Covered

If **your vehicle breaks down** within the **UK** more than ¼ mile from **your home** and prior to the **planned departure date** or on **your journey we** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **passengers**:
   a. to an **approved garage**; or
   b. to another local garage; or
   c. back to **your home**.

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

Not Covered

1. The cost of any parts;
2. The fitting of parts, including batteries, supplied by anyone other than **us**;
3. Any **breakdown** resulting from a fault that **we** have previously attended, and:
   a. the original fault has not been properly repaired; or
   b. **you** have not followed **our** advice after a temporary repair;
4. Requests for service following a **road traffic collision**; or
5. Cover under this section if **you** have a UK breakdown policy with **us**, as cover will be provided under that **policy**.

Section 2: Onward travel in the UK

Please see **your schedule** to check whether **your policy** includes cover under this section.

Covered

If **we** attend a **breakdown** under Section 1 and **we** cannot fix **your vehicle** by **your planned departure date** and:

1. **you** are within the time scale set out in **your schedule**; and
2. limited to the maximum amount set out in **your schedule**

we will arrange a hire car for the continuation of **your journey** or until **your vehicle** has been fixed if sooner, and **we** will transport one person to **our** nearest hire car supplier to collect the vehicle.

Not Covered

Requests for service following a **road traffic collision**.

Section 3: Roadside assistance in Europe

We will cover **you** up to the limit shown on **your schedule**.

Covered

If **your vehicle breaks down** or is involved in a **road traffic collision** in **Europe** during a **journey**, **we** will send help to either:

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will:
   a. recover the **vehicle** and **passengers** to a local garage for fault diagnosis on the **vehicle**;
   b. pay for the initial fault diagnosis to find the next course of action;
   c. contribute towards the garage labour charges up to the amount on **your schedule**;
   d. help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered; and
   e. **we** will also relay any urgent messages from **you** to a contact of **your** choice.

Not Covered

1. Repair costs, including garage labour charges:
   a. if the **vehicle** was in a **road traffic collision**; or
   b. if the **vehicle** repair costs will be more than its **market value**.
2. The costs of any parts.

Note: By claiming under this section **you** are authorising **us** and the garage to undertake fault diagnosis.

Mis-fuelling

If **you** put the wrong fuel in **your vehicle**, although this is not covered as a **breakdown** under this **policy**, **we** will arrange to recover **your vehicle** and **passengers** to a local garage. **You** are not entitled to benefits under any other section of this **policy**.

Key

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

Tyres

If **you** need a replacement tyre, although this is not covered as a **breakdown** under this **policy**, **we** will attend and change the tyre if **you** have a spare or recover **your vehicle** and **passengers** to a local garage if **your vehicle** is manufactured without a spare. **You** are not entitled to benefits under any other section of this **policy**.

Section 4: Missed connection

Please see **your schedule** to check whether **your policy** includes cover under this section.

Covered

If **we** attend a **breakdown** under Sections 1 or 3 and **you** miss **your** pre-booked connection, **we** will **reimburse you** for the costs of a replacement standard class ticket to allow the **passengers** to continue the **journey**.

Not Covered

1. Replacement tickets where the missed connection resulted from a **road traffic collision;**
2. The cost of:
   a. connections where **you** are not travelling in the **vehicle;**
   b. transport to a destination outside of the territorial zone covered by **your policy** as set out in **your schedule**; or
   c. the original travel ticket.

Section 5: Onward travel in Europe

We will cover **you** up to the limit shown on **your schedule**.

Covered

If **your vehicle** has a **breakdown** or a **road traffic collision** during a **journey** in **Europe** and **we** establish that the repairs cannot be completed within 6 hours, **we** will help **you** by making arrangements for the **passengers** to continue the **journey**. **You** can choose either:

1. Alternative transport; or
2. Additional accommodation expenses.

If **you** have the comprehensive plus level of cover **you** are entitled to both 1 and 2 above.

1. Alternative transport

Covered

1. A hire car as a replacement until **your vehicle** has been fixed, up to the limits in this **policy** and **schedule**; or
2. A standard class ticket up to the limits in this **policy** and **schedule** for travel by air, rail, taxi or public transport.

2. Additional accommodation expenses

Covered

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation.

Not Covered

Accommodation where **you** have suitable alternative accommodation **you** can use.

Cover under this section will stop once:

1. The **vehicle** has been repaired to a roadworthy condition; or
2. The decision to bring **your vehicle home** is made by **us** or **your** motor insurer; or
3. Once **we** establish that the repair costs to **your vehicle** exceed its **market value**.

Once **you** are notified of cover ending, if **you** have a hire car, **you** must return it to the place agreed with **us** within 24 hours. **You** can keep the hire car for longer if **you** agree this with **us** first and pay for it.

Getting your passengers home

We will provide alternative transport as above to get the **passengers** back **home** if:

1. **Your vehicle** is brought back **home** under Section 6; or
2. Once **we** establish that the repair costs to **your vehicle** exceed its **market value** under Section 6.

Section 6: Getting your vehicle home

We will cover **you** up to the limit shown on **your schedule**.

Covered

If **we** attend a **breakdown** or a **road traffic collision** in **Europe** under Section 3 and the **vehicle** cannot be repaired before **your** planned return to the **UK**, **we** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of **your** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If **your vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, **we** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the UK once **we** have brought **passengers home** under Section 5 until **your vehicle** is brought back to the **UK**, up to the amount set out in **your schedule**.

We will take the **passengers** in the **vehicle home** under Section 5 (Onward Travel in Europe).

It is **our** decision whether to get **your broken down vehicle home** or have it repaired locally, unless **you** have comprehensive plus and repair costs exceed £500 in which case **you** can choose. **We** will follow **your** motor insurer's decision whether to get **your vehicle home** or have it repaired locally following a **road traffic collision** covered by **your** motor insurance.

Not Covered

1. Any costs:
   a. if **your vehicle** is **beyond economical repair**
   b. covered under **your** motor insurance;
   c. relating to storage once **you** have been notified that **your vehicle** is ready to collect; and
   d. relating to any costs incurred as a result of actions or omissions of **your** motor insurers;
2. **We** will not take the **vehicle** back **home** if:
   a. the **vehicle** is roadworthy; or
   b. a customs officer or other official finds any contents in **your vehicle** that are not legal in that country;
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**;
4. **We** will not cover the costs of fuel, insurance or meals;
5. **We** will only cover costs under this section to the amount set out on **your schedule**, so if **you** want **us** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed **your** level of cover **you** will need to pay any costs above **your** level of cover before **we** make arrangements.

Important

- Following **our** authorisation, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.
- If **we** do not bring **your vehicle** back to the **UK**, **you** will have 10 weeks in which to advise **us** of how **you** wish to recover or dispose of it. If **you** do not contact **us** within 10 weeks **we** will dispose of it at **your** cost.

Section 7: Vehicle break-in emergency repairs

Please see **your schedule** to check whether **your policy** includes cover under this section.

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

Covered

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

1. immediate emergency costs incurred in order to continue **your journey**: or
2. the costs of recovering the **vehicle** to a local repairer to ensure **your vehicle** is secure and roadworthy.

Not Covered

1. The cost of any parts.
2. Any benefits under any other section of this **policy**.

Section 8: Replacement Driver

Please see **your schedule** to check whether **your policy** includes cover under this section.

Covered

Although this is not covered as a **breakdown** under **this policy**, if **you** suddenly or unexpectedly fall ill during **your journey** in **Europe**, meaning **you** are unable to drive, **we** will provide a replacement driver to allow **you** to continue **your journey** or return **home**.

We will require written confirmation from the treating hospital or medical expert that **you** are unable to drive.

Not Covered

1. If there is another qualified driver who is a **passenger** and who is fit and legally able to drive the **vehicle**.
2. Any benefits under any other section of this **policy**.

Section 9: European Legal Care

Please let **us** know as soon as possible if **you** think **you** may need to **claim**. If **you** do not, this may prejudice **your claim** and may mean **we** are unable to cover **you**. Just call **us** on 0333 202 2981 first for help and advice.

Uninsured Loss Recovery

Covered

If **you** are involved in an **accident** or **road traffic collision** in the **UK** or **Europe** during a **journey** for which **you** are not at fault, and **you** have **uninsured losses**, for example **your** motor insurance excess, that **you** need to recover, **we** will:

1. Provide **you** with help and advice. **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
2. Put **you** in touch with **our legal representative**, who will assess **your claim**; and
3. If **our legal representative**, in their reasonable opinion, agrees **your claim** has a 51% or greater chance of succeeding, **we** will cover **you** for **legal costs**, up to a maximum of £100,000 per **claim.**

Not covered

1. **We** do not cover **legal costs** if **your uninsured losses** include a claim for personal injury compensation and **our legal representative** assesses, in their reasonable opinion, that **your** case would fall under the Small Claims Track of the County Court, or equivalent outside of England and Wales.

Legal Defence

Covered

If **you** have received a summons to attend a magistrates' court (or equivalent court outside of England and Wales) for an alleged motoring offence involving **your vehicle** and occurring in the **UK** or **Europe** during a **journey**, and **you** wish to defend this allegation, **we** will:

1. Provide **you** with help and advice. **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
2. Put **you** in touch with **our legal representative**, who will assess **your** case; and
3. If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of successfully defending the alleged offence, **we** will appoint and pay for a barrister or suitable representative to defend **you**, up to a maximum of £25,000 per **claim**.

Not Covered

We cannot provide help if **your** summons relates to an alcohol, drugs or parking related offence.

Travel Costs

Covered

If **you** are required to travel to **Europe** for a medical examination or to attend court, **we** will **reimburse you** up to £1000 per **claim**, providing:

1. The **road traffic collision**, **accident** or traffic offence, occurred in **Europe**;
2. It is for a **claim we** have accepted under the Uninsured Loss Recovery or Legal Defence sections; and
3. **Your** costs are reasonable, for example **you** do not purchase first class tickets where standard class is available.

Please contact **us** as soon as **you** are aware **you** may need to travel. **We** must agree to the travel costs before they are incurred.

Conditions for European Legal Care

1. Legal **claims** can be complex and technical. **You** must follow **our** advice to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;
2. **We** will not provide cover for appeals;
3. **We** will not cover **legal costs**:
   a. that have not been agreed by **us** or were incurred prior to **us** accepting the **claim**;
   b. for **claims** arising from:
      i. faults in in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**; or
      ii. a **road traffic collision** occurring during a race, rally or competition;
4. **We** may withdraw cover if at any point **your claim** has less than a 51% chance of succeeding;
5. **You** must always keep any losses **you** incur to a minimum; ensure **you** take steps to prevent any loss in the first place and do not do anything that could unnecessarily increase **your** losses or prejudice **your claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
6. **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
7. Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request. If for any reason **we** cannot agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one;
8. If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover **your legal costs** in connection with this; and
9. **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your claim**, for example, where the **legal costs** of **your claim** are greater than the value of **your claim**.

General Conditions

The following conditions apply to all sections of this **policy**, if **you** do not comply **we** can **refuse** cover and/or cancel your **policy**.

1. **You** must pay **your** premium;
2. **You** must request services directly from **us**, or agree them with **us** as **we** will only provide cover if **we** make arrangements to help **you,** or if **you** make arrangements where **we** have agreed them in advance;
3. **You** must be a permanent resident in the **UK** during the **period of cover**;
4. **Claims** made more than 24 hours after the **breakdown** may be declined in part or completely;
5. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**;
6. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, **we** will not provide cover;
7. If **your policy** is personal based **you** must be with the **vehicle** at the time of **breakdown** and when **we** attend. For both personal and vehicle based **policies** there must be a driver with the **vehicle** when **we** attend;
8. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage, goods, vehicles, and boats in or on a **vehicle**. **We** will not be responsible for any loss of or damage to them;
9. Anyone under the age of 16 must be accompanied by a legal and qualified driver who is 17 or over;
10. **We** will not allow animals in **our** vehicles. Any animals can remain in **your vehicle** at **your** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport livestock. **We** will not be responsible for any costs relating to animals;
11. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** Registration Document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat;
12. Where **we** provide service under this **policy**, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility;
13. **We** will not be responsible for any losses that **you** incur following a **breakdown** that are not expressly covered by this **policy**. For example, **we** will not pay for any loss of earnings or missed appointments;
14. **We** will not cover any **claim** for any repairs to a **vehicle** which are not essential in order to continue the **journey**;
15. Any **claim** which **you** could make under any other insurance policy. If the value of **your claim** is more than **you** can recover under another policy **we** may pay the difference, subject to the limits as set out in this **policy** and the **schedule**;
16. **You** must make sure the **vehicle** meets all relevant laws of the countries **you** visit during a **journey**;
17. How **we** calculate the exchange rate:
    a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time;
    b. Costs incurred by **you** in a currency other than GBP which are recoverable from **us** will be converted to GBP either:
        i. at the exchange rate used by **your** credit or debit provider; or
        ii. at the exchange rate used by **us** when **we** receive **your** claim form if **you** paid in cash;
18. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this.
19. **We** will not take responsibility for repairs carried out at any garage, and the contract for such repairs will be between **you** and the garage / repairer.
20. Where **we** arrange a hire car, taxi, hotel or similar benefit under this **policy**, **we** will always try to find a suitable option that is available at the time, however:
    a. **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
    b. for hire cars, whilst **we** use reputable companies, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company;
21. If, following a **breakdown**, **your vehicle** needs to be repaired, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, and in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under section 5 (Onward Travel) or section 6 (Getting your vehicle home);
22. If the **breakdown** or **road traffic collision** is caused by flooding brought about by adverse weather **we** will only arrange for the **vehicle** to be taken to a local repairer. All further service will be an additional cost paid by **you**, or must be referred to **your vehicle's** motor insurer;
23. During extreme weather, riots, war, civil unrest, industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances;

24. The cost of the following is not covered by this **policy**:
    a. **specialist equipment**;
    b. tolls, ferries or congestion charges for **your vehicle** and **our** vehicle;
    c. any damage to glass even if the damage means **you** cannot legally or safely drive. **We** will arrange transport to a local garage so **you** can arrange to get **your vehicle** fixed but **you** will have to pay for this;
    d. spare tyres and wheels and repairing or sourcing them;
    e. keys that are lost or stolen. **We** may attend and arrange service for **you** at an additional cost;
    f. recovery by someone other than **RAC** even if this is requested by the emergency services. **We** will only provide recovery once instructed to do so by the emergency services;
25. In handling **breakdown claims** there may be more than one option available to **you** under this **policy**. **We** will decide which is the most appropriate option based on our expertise in breakdown situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times;
26. **Your vehicle** must be privately owned and only used for private use, including use for social, domestic and pleasure purposes and commuting to and from a permanent place of work;
27. This **policy** does not cover:
    a. routine servicing, maintenance or assembly of **your vehicle**;
    b. vehicle storage charges, other than under Section 6;
    c. **caravan** or **trailers**, except as described on page 25;
    d. **claims** if **you** are not carrying a serviceable spare tyre provided by the manufacturer;
    e. use of **your vehicle** for business, for example demonstrating, carrying trade plates, commercial travelling and use for hire and reward;
    f. the hire of minibuses, motorhomes, motorcycles, **caravans**, **trailers** or vans;
    g. **breakdowns** resulting from activities that are not subject to the normal rules of the road for example rallies, stock car racing, use of the Nürburgring or other formal or informal race events;
    h. **breakdowns** that occur off the public highway to which **you** or **we** have no legal access;
    i. overloading of a **vehicle** under the laws in any country in which the **vehicle** is travelling;
    j. **your vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with manufacturers guidelines;
    k. **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
    l. **breakdowns** or **road traffic collisions** caused by running out of oil or water, frost damage or rust or corrosion; or
    m. any **claim** that is or may be affected by the influence of alcohol or drugs;
28. If **you** are asked to review and approve a document recording the condition of **your vehicle,** including an electronic form, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Additional Services

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

1. Purchase the parts **you** need to get on **your** way;
2. Hire **specialist equipment** to complete the repairs;
3. Extend the hire time for the replacement car; or
4. Purchase glass to get **your vehicle** fixed.

We will agree the costs up front and will need full payment before **we** can help.

Cancellation of your policy

Your right to cancel

1. If **your policy period** is less than 30 days**, you** can cancel **your policy** prior to the **start date** unless **you** have made a **claim**, however no refund will be given.
2. If **your policy period** is more than 30 days, **you** can cancel **your policy** within the cooling off period, being 14 days from the **start date** or the date **you** receive **your policy** documents, whichever happens later and:
    a. If **you** have not made a **claim**, a full refund will be given.
    b. If **you** have made a **claim**, no refund will be given.

After this cooling off period **you** can still cancel but **we** will not refund any premium to **you**.

Our right to cancel

We may cancel the **policy** in the event of misuse of **your policy,** and **we** will not refund any premium.

Misuse of your policy

You must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your policy** to try and obtain a service under this **policy**; or
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

If these conditions are not complied with, **we** may:

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

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

Renewing your Policy

Renewal of an annual policy

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

Renewal of a single trip policy

We will not offer renewal on single trip **policies**.

Auto Renewal

If **you** have authorised **us** to hold onto **your** account details, **we** will automatically renew **your policy** and collect the premium that is due. If **you** do not wish **us** to do this please contact **us** as soon as possible and before the renewal date.

If **your** card details have changed, **we** will look to update **your** card details from **your** card provider to let **us** renew **your policy**.

If **you** have informed **us you** do not want to automatically renew **your policy** and **you** have not authorised **us** to keep **your** account details, **we** will not renew **your policy** and it will expire at the end of the **policy period**.

Changes to your details

You must let **us** know immediately if **you** need to change anything on **your policy**. **You** will be sent a revised **schedule**. Changes that **you** can make include:

1. Change to **vehicle**;
2. Change to another territorial zone; or
3. Increase the number of people covered under this **policy**.

Please see **our** Contact Information.

We will not change **your policy** into someone else's name. If **you** cancel **your policy** for any reason, the whole **policy** will be cancelled and others on **your policy** will no longer be covered by **us**. **We** will be able to set up a new policy for the others if required.

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

Complaints

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

If **you** are unhappy with **our** services relating to Part 1 of this policy booklet such as services at or following a **breakdown**, please contact **us** as follows:

	Telephone	In Writing
Breakdown related Complaints	0333 202 1877	Breakdown Customer care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
European Legal Care related Complaints	0330 159 0610	Legal Customer Care (Address as above) legalcustomercare@rac.co.uk

If **you** are unhappy with **our** services relating to Part 2 of this policy booklet such as sales, arrangement and administration of **your policy**, please see page 37.

A dispute relating to goods or services sold online can also be submitted to the European Commission Online Dispute Resolution Service ("ODR") via their website: http://ec.europa.eu/consumers/odr/. The ODR is a platform which helps customers who have purchased goods or services online in the EU if a dispute arises. The ODR platform will send **your** complaint to a certified Alternative Dispute Resolution Provider who works with the parties to solve the problem. Please note: for qualifying financial services products purchased in the UK this will be the UK's Financial Ombudsman Service.

Financial Ombudsman Service

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

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

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

Financial Services Compensation Scheme

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

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

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

Law

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

Part 2 – Arrangement and Administration Contract

RAC Arrangement and Administration Contract

This is the contract between RAC Financial Services Limited (Registered No: 05171817) Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW and **you** under which we will arrange and administer the RAC breakdown policy on **your** behalf (the "arrangement and administration contract").

1. When does this arrangement and administration contract start and end?

This arrangement and administration contract relates to our services in arranging and administering **your** RAC breakdown **policy**. Our services will start at the same time as **your** RAC breakdown **policy** and will continue for the same period of time. This is set out in **your schedule**. If **your** RAC breakdown **policy** is terminated or is cancelled for any reason, then no further services can be delivered under this arrangement and administration contract, which will be terminated or cancelled automatically at the same time. This arrangement and administration contract cannot be terminated or cancelled independently of the RAC breakdown **policy**.

2. Who owns and regulates RACFS?

RACFS is owned by RAC Group Limited (Registered No 00229121). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACFS is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA registration number is 313989. The FCA is an independent body that regulates the financial services industry in the UK. **RACFS's** permitted business is that of an insurance intermediary that arranges and administers contracts of general insurance. **You** can check this information on the Financial Services Register by visiting the website https://register.fca.org.uk/ or by contacting 0800 111 6768.

3. Which companies does RACFS deal with?

RACFS deals with RAC Insurance Limited (RACIL) which provides European breakdown insurance as set out in the breakdown **policy**. **RACFS** acts as an agent of RACIL when selling and renewing the **policy**. This is the only provider of European breakdown assistance available through **RACFS**.

4. What services does RACFS provide?

RACFS provides the following services to **you**:

Arranging breakdown cover:

RACFS will provide **you** with information on the breakdown cover available from RACIL under the **policy** and will ask **you** some questions to help narrow down the level and type of that breakdown cover of interest to **you**. Where **you** purchase the **policy** through one of **our** contact centres, **you** will not receive advice or recommendation on the level or type of breakdown cover to buy. Instead **you** will need to make **your** own choice on which level and type of breakdown cover **you** require.

Once **you** decide what cover **you** require, **RACFS** will arrange this for **you** with RACIL. These services will include:

1. Letting **you** know the total cost of cover for **your policy**;
2. Arranging payment of the total cost of cover for **your policy**; and
3. Issuing **policy** documentation and membership card(s) to **you**.

Renewal

For annual policies, prior to the end of **your policy period RACFS** will write to **you** to explain whether RACIL is renewing **your policy** and to notify **you** of any changes that it proposes to make to the cost of cover and the terms and conditions applicable to the **policy** for the next **policy period**. **RACFS** will then arrange the renewal of **your policy** with RACIL.

For single trip policies, **RACFS** will contact **you** after the **policy period** has expired.

Administering breakdown cover:

After arranging breakdown cover **RACFS** will administer it on **your** behalf, including:

1. Supplying replacement **policy** documentation or membership card(s);
2. Notifying RACIL of any changes to **your policy** and keeping **your** records up to date;
3. Dealing with enquiries relating to **your policy**;
4. Changing payment methods;
5. Managing any cancellation of **your policy**;
6. Collecting premium and other charges and fees due;
7. Making changes to the cover **you** hold. If **you** wish to change the type or level of cover, **RACFS** will provide **you** with information to help **you** make a decision and will arrange any changes to the **policy** with RACIL, including arranging any additional payments for the change in cover and issuing any relevant **policy** documentation and card(s);
8. Notifying **you** of any changes made by RACIL to the **policy** terms and conditions; and
9. Retaining records as to **your** cover together with a copy of the policy booklet and **schedule** that was issued to **you**.

5. How can you contact RACFS?

If **you** need to contact **RACFS** in relation to any of the services set out in Part 2 of this policy booklet and for general enquiries about **your policy**, please contact us as follows:

	Phone	In writing
General Enquiry	0330 159 0360	Membership RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN membership@rac.co.uk
Complaints	0330 159 0360	Membership Customer care Address as above membershipcustomercare @rac.co.uk

If **you** are unhappy with the services relating to Part 1 of this policy booklet such as services at or following a **breakdown**, please see page 34.

Call charges apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans.

We do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

6. What will you have to pay for services provided by RACFS?

As part of the total cost of cover, **RACFS** may charge **you** a fixed arrangement and administration fee for providing certain services under this arrangement and administration contract for each **policy period**. Other services may be provided at no additional charge. This will be made clear to **you** in advance of entering into the arrangement and administration contract, and any renewal. **RACFS** will collect the administration fee at the same time that it collects the cost of cover for **your** RAC **policy** and using the same payment method. Please see **your schedule** for more details. The arrangement and administration fee will be identified separately on the **schedule**.

If this arrangement and administration contract is cancelled or terminated by **you** as a result of **you** cancelling **your** cover during the cooling off period - being the 14 day period following the later of:

a. the **start date**; or

b. the date **you** received the RAC **policy** documentation; then

RACFS will refund **your** arrangement and administration fee in full unless **you** have made a **claim** under the **policy** within this cooling off period. If a **claim** has been made during this cooling off period no refund will be given. If this administration contract is cancelled or terminated at any other time, no refund will be given.

If **your policy period** is less than 30 days, **RACFS** will not refund **your** arrangement and administration fee.

You may be charged a credit card fee if **you** pay by credit card. **You** will be advised in advance of **your** payment to **RACFS** if this fee will apply and the amount payable. The credit card charge will not be refundable in the event of cancellation or termination of this arrangement and administration contract.

7. Risk of Insolvency

All money received by **RACFS** in respect of **your** breakdown **policy** is held on behalf of RACIL so that **you** have no risk in the event of **RACFS's** insolvency. However, this means that, in the event of RACIL's insolvency, any sums **RACFS** holds for RACIL are deemed to have been paid to it and will not be returnable to **you**.

8. Matters outside RACFS's reasonable control

RACFS will not provide any service under this arrangement and administration contract if it is prevented from doing so in circumstances beyond its 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 **RACFS** will take steps to prevent or minimise the effects of such circumstances on its services.

9. Exclusion of RACFS' liability

To the extent permitted by law, **RACFS** shall not have any responsibility for:

1. Any increased costs or expenses; or
2. Any loss of profit; business; contracts; revenue; anticipated savings; or
3. For any losses that, in view of **your** particular circumstances, **RACFS** could not have anticipated may arise as a result of or in connection with any service provided by us, whether these losses arise in negligence, breach of contract or otherwise.

For the avoidance of doubt, nothing in this clause or this arrangement and administration contract shall exclude or restrict the **RACFS's** liability for negligence resulting in death or personal injury.

10. What to do if you have a complaint

If **you** are dissatisfied with any aspect of the administration services provided by **RACFS** under this administration contract, please contact us.

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

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

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

11. Is RACFS covered by the Financial Services Compensation Scheme (FSCS)?

RACFS's activities in arranging and administering **your** RAC **policy** are covered by the FSCS. If **RACFS** cannot meet its obligations **you** may be entitled to compensation from the FSCS.

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

10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU.

12. Use of English law and language

Communication by **RACFS** to **you** concerning this administration contract or the **policy** will be in English. The parties are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary, this contract will be subject to the laws of England and Wales.

Your Data

This section tells **you** how **we** collect **your** data, and who **we** share it with.

These terms apply, independently, to both contracts in this policy booklet:

- Part 1 – Breakdown Policy;
- Part 2 – Arrangement and Administration Contract; and
- Your Data

What is your data?

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

1. Personal data is information **we** hold on **our** records which identifies **you**. This includes obvious things like **your** name and address but could also include **your** email address and contact details;
2. **We** will also hold data about **you** that is not personal – for example information about **your vehicle**; and
3. A small number of **our** products and services require **us** to collect and store sensitive personal data. This includes **our** members who rely on **our** mobility services. **We** will only ask for this when it is absolutely necessary and by providing it to **us, you** give **your** consent to **us** storing and using this data.

How we collect your data

Your data may be collected in a number of different ways, but most commonly **we** collect **your** data when **you**:

1. Apply for RAC Membership through **our** website or over the phone;
2. Make any changes to **your policy** details;
3. Telephone **our** Customer Services team, write to **us** or contact **us** through a social media network or online portal;
4. Make a request for service under **your policy**, for example if **your** vehicle has **broken down**;
5. Apply for an RAC Membership through a direct sales agent or at the roadside; and
6. Renew or cancel **your policy**.

We will always need to collect, store and use information about **you** to be able to provide **your** RAC Membership.

Who we will share your data with?

There are four types of organisation that **we** share **your** data with:

1. Organisations within the **RAC** group of companies and external specialists;
2. **Our** business partners who provide great products and services;
3. External organisations who help **us** with fraud protection and detection including credit reference agencies; and
4. Statutory bodies, or where **we** are required to give this information by law.

Other organisations within the RAC group

As a large organisation there are different parts of the **RAC** group that do different jobs, this includes RAC Motoring Services which looks after **you** if **your vehicle** has **broken down** and RAC Insurance Limited which provides **our** add-on insurance such as onward travel and tyre and battery replacement. RAC Financial Services Limited arranges and administers **your policy** and RAC Brand Enterprises LLP protects the **RAC** brand. All four organisations are registered as Data Controllers with the ICO. Other parts of the organisation will provide support functions such as marketing, customer services and finance.

Sometimes **we** will need to use organisations who provide specialist services and who become part of the wider **RAC** family. **We** always make sure they have the right policies and procedures in place to keep **your** data safe and secure.

We only share **your** data to the parts of the RAC group that need it.

All of these different groups are supported by **our** IT, Information Security and Data Protection experts.

Our business partners who provide great products and services

We only work with business partners who **we** think can offer **you** products and services that will add value to **your** RAC Membership. This includes motoring and travel related products such as breakdown services, hotel bookings, vehicle inspections, sales and leasing. **We** also offer financial products such as car and home insurance.

Our partners may contact **you** by mail, telephone, fax, email or by mobile text message to let **you** know about any goods, services or great offers that **we** think **you** should know about.

We will not share **your** data with marketing agencies or any third parties who offer unrelated products and services.

External organisations who provide fraud protection and detection services including credit reference agencies

We may need to use **your** data in order to prevent and detect fraud and **we** may share **your** data with fraud prevention and detection agencies and organisations that check **your** identity.

Where this information is shared, **your** data may be added to databases which:

1. Make automated decisions about providing **you** other breakdown, insurance, credit and related services;
2. Allow credit reference agencies to maintain **your** credit score;
3. Trace debtors or beneficiaries, recover debt and prevent fraud; and
4. Prevent money laundering crime.

Other statutory bodies

Occasionally **we** are asked to provide statutory bodies with information about **you** that they need to help prevent or detect crime and fraud or organisations who are responsible for tax and other duties. This can include organisations like the police, DWP and HMRC. **We** only ever provide this information where **we** are satisfied that it is right to do so.

There may also be very limited occasions where **we** are obligated to release information about **you** by law, for example where a court orders **us** to do so.

Your rights

At any time **you** have the right to ask **us** to:

1. Correct or delete any inaccurate information **we** hold about **you**;
2. Tell **you** what data **we** hold about **you** and where **we** got the information from. Address **your** request to the Subject Access Team. **We** may charge **you** a small fee of £10 for doing this; and
3. Stop sending **you** marketing information about products and services **we** offer, or **our** business partners offer.

Contact **us** at:

Freepost RTLA-HZHB-CESE
RAC Financial Services Limited
Customer Services Department
PO Box 586
Bristol
BS34 9GB

Or telephone **our** customer service team on 0330 159 0360.

Our rights

We want to help, but **we** cannot give information about **your policy** to anyone else but **you**. **We** are always happy to speak to a relative or a friend who is not named on **your policy** but only when **you** are happy for **us** to do so. **We** will always want to check with **you** first.

We may record **your** telephone call and keep emails and letters to ensure **our** Customer Service Teams are giving the best customer care, and when **you** need to query what information **we** have given **you**.

We may share **your** data with organisations outside of the European Economic Area. **We** will only do this where it is absolutely necessary to provide **you** with **our** services and **we** are satisfied that the organisation can provide the same level of data security that **we** have here in the UK.

Changes to the RAC group structure

Things can change - in the event that any part of the RAC family merges with, or is acquired by, another business it may be necessary to share **your** data with **our** advisors and other parties in the deal. **We** will only do this when **we** consider it is absolutely necessary and only where **we** have assurances about the safety and security of **your** data.

RAC European Breakdown cover arranged and administered by RAC Financial Services Limited (Registered No 05171817) and provided by RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Financial Services Limited is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Legal Care Plus Breakdown Extra Booklet

Terms and conditions applying to this breakdown extra

PLEASE READ WITH YOUR RAC BREAKDOWN COVER – UK POLICY BOOKLET, AND KEEP FOR YOUR RECORDS

Contact Information

	Telephone	In writing
Legal Helpline Claims Customer Services	0330 159 0275	RAC Legal Services Great Park Road Bradley Stoke Bristol BS32 4QN

Call charges apply. Please check with **your** telephone provider. 03 numbers are charged at national call rates and usually included in inclusive minute plans. **We** do not cover the cost of making or receiving telephone calls. **Our** calls are monitored and/or recorded.

If **you** have hearing difficulties and have a Textphone, just prefix the number **you** wish to call with 18001 to access Typetalk, or text **us** on 07855 828282. Text messages are charged at **your** standard network rate.

Important information about Legal Care Plus

1. This booklet should be read as if it is included in Part 1 of **your** RAC Breakdown Cover – UK Membership booklet. Part 2 – Arrangement and Administration Contract also applies.
2. Legal Care Plus is intended to provide cover for the costs of:
   a. making a **claim** for **uninsured losses** against a person who is at fault for an **accident** or **road traffic collision**;
   b. defending a motoring prosecution in a magistrates' court;
   c. making a **claim** relating to a problem with the supply of goods or services to **you**, as a consumer, relating to a motor vehicle; and
   d. travel expenses if **you** need to travel to **Europe** to attend court or a medical examination as part of (a) or (b).

   It meets the demands and needs of those who wish to ensure such risks are met now and in the future.
3. All general terms that apply to **your** UK Membership booklet will also apply to this section, including:
   a. General Conditions
   b. Cancellation of your policy
   c. Misuse of your policy
   d. Renewing / Upgrading your policy
   e. Changes to your details
   f. Complaints – please use the contact details for "Telephone Legal Helpline"
   g. Your Data
4. Definitions – **we** will let **you** know if any words in this booklet have:
   a. Different meanings to those in **your** UK Membership booklet; or
   b. Unique meanings to this Legal Care Plus section.
5. There is no limit to the number of **claims you** can make in any **policy period.** The amount that is covered for certain types of **legal claim** or for certain sections are set out in this booklet.
6. If **you** have purchased Legal Cover as part of another **RAC** product, for example European Legal Care, please note **you** can only **claim** under one of these products for **your legal claim**. The limits of cover contained in the product **you** choose will apply.

Definitions applying to Legal Care Plus

Any words in bold in this document have special meanings.

- The words listed below have special meanings that only apply to Legal Care Plus.
- If they are not listed below, they will have the meanings in **your** RAC UK Membership booklet.

"accident" means a specific or sudden incident for which **you** were not at fault and another party was at fault that causes **you** bodily injury;

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

"legal claim" means an incident which **we** accept as falling within the terms of Legal Care Plus and which, in **our** reasonable opinion, is the first incident that could lead to a **claim** being made;

"legal costs"
means:

1. the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **legal claim**; and/or
2. the reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

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

"legal representative" means the solicitors or other qualified experts appointed by **us** to act for **you** provided that they agree:

1. to try to recover all **legal costs** from the other party;
2. not to submit any claim for **legal costs** until the end of the case; and
3. to keep **us** informed, in writing, of the progress of **legal proceedings**;

"RAC"/"we"/"us"/"our" means:

1. RAC Insurance Limited; and
2. In each case any person employed or engaged to provide certain services on their behalf or on behalf of the RAC Group;

"road traffic collision" means a collision involving a **vehicle** and at least one other motor vehicle on a public highway, private road or a car park to which the public has an uninterrupted right of access, for which **you** were not at fault and for which another party was at fault;

"uninsured losses" means **your** losses directly arising out of a **road traffic collision** or bodily injury due to an **accident**, that are not covered by insurance;

Your Legal Care Plus Cover

Please let **us** know as soon as possible if **you** think **you** may need to make a **legal claim**. If **you** do not, this may prejudice **your legal claim** and may mean **we** are unable to cover **you**. Just call **our** Telephone Legal Helpline for help and advice.

Please note that under Uninsured Loss Recovery, and Travel Costs, **we** will cover any **passengers** in the **vehicle** in which **you** are travelling, in addition to **you**. For Legal Defence and Motor Vehicle Consumer Disputes cover, **we** will just cover **you**.

Uninsured Loss Recovery

What is covered

If **you** are involved in an **accident** or **road traffic collision** in the **UK** or **Europe** during the **policy period** for which **you** are not at fault, and **you** have **uninsured losses**, for example **your** motor insurance excess, that **you** need to recover, **we** will:

1. Provide **you** with help and advice (under the Telephone Legal Helpline below). **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
2. Put **you** in touch with **our legal representative**, who will assess **your legal claim**; and
3. If **our legal representative**, in their reasonable opinion, agrees **your legal claim** has a 51% or greater chance of succeeding, **we** will cover **you** for **legal costs**, up to a maximum of £100,000 per **legal claim.**

What is not covered

1. **Small Claims Court cases**

   We do not cover **legal costs** if **your uninsured losses** include a claim for personal injury compensation and **our legal representative** assesses, in their reasonable opinion, that **your** case would fall under the Small Claims Track of the County Court, or equivalent outside of England and Wales.

Legal Defence

What is covered

If **you** have received a summons to attend a magistrates' court (or equivalent court outside of England and Wales) for an alleged motoring offence involving **your vehicle** and occurring in the **UK** or **Europe** during the **policy period**, and **you** wish to defend this allegation, **we** will:

1. Provide **you** with help and advice (under the Telephone Legal Helpline below). **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
2. Put **you** in touch with **our legal representative**, who will assess **your** case; and
3. If in their reasonable opinion, **our legal representative** agrees **you** have a 51% or greater chance of successfully defending the alleged offence, **we** will appoint and pay for a barrister or suitable representative to defend **you**, up to a maximum of £25,000 per **legal claim**.

What is not covered

1. **We** cannot provide help if **your** summons relates to an alcohol, drugs or parking related offence.

Travel Costs

What is covered

If **you** are required to travel to **Europe** for a medical examination or to attend court, **we** will **reimburse you** up to £1,000 per **legal claim**, providing:

1. The **road traffic collision**, **accident** or traffic offence, occurred in **Europe;**
2. It is for a **legal claim we** have accepted under the Uninsured Loss Recovery or Legal Defence sections; and
3. **Your** costs are reasonable, for example, **you** do not purchase first class tickets where standard class is available.

Please contact **us** as soon as **you** are aware **you** may need to travel. **We** must agree to the travel costs before they are incurred.

Motor vehicle consumer disputes

What is covered

If **you** enter into an agreement during the **policy period** and within the **UK**, to buy, sell or hire a motor vehicle, or have it serviced or repaired and wish to claim compensation for breach of that agreement, **we** will:

1. Provide **you** with help and advice (under the Telephone Legal Helpline below). **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
2. Put **you** in touch with **our legal representative**, who will assess **your** case; and
3. If **our legal representative**, in their reasonable opinion, agrees **your legal claim** has a 51% or greater chance of succeeding, cover **you** for **legal costs**, up to a maximum of £5,000 per **legal claim**, incurred by **our legal representative** in claiming compensation.

What is not covered

1. **We** cannot provide help if the amount in dispute is less than £250, or if **you** are required to go to arbitration; or
2. Any agreement relating to a **vehicle** used for commercial purposes, for example a work van or a taxi.

Telephone Legal Helpline

What is covered

We will provide a telephone legal helpline service, open 24 hours a day, 365 days a year. Just call **us** on 0330 159 0275.

We will give **you** initial advice on personal legal matters within the **UK**. **We** will tell **you** what **your** legal rights are, which options are available to **you** and how best to implement them. **We** will let **you** know if **you** need a lawyer.

What is not covered

1. Advice on business / commercial matters (including landlords), immigration or judicial review; or
2. Advice where in **our** reasonable opinion **we** have already given **you** the options available.

Special Conditions

In addition to the General Conditions in **your** RAC Breakdown - UK Policy Booklet:

1. **Legal claims** can be complex and technical. **You** must follow **our** advice to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;
2. **We** will not provide cover for appeals;
3. **We** will not cover **legal costs**:
   a. that have not been agreed by **us** or were incurred prior to **us** accepting the **legal claim**;
   b. for **legal claims** arising from:
      i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle** apart from any **claim** under Motor vehicle consumer disputes; or
      ii. a **road traffic collision** occurring during a race, rally or competition;
4. **We** may withdraw cover if at any point **your legal claim** has less than a 51% chance of succeeding;
5. **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and do not do anything that could unnecessarily increase **your** losses or prejudice **your legal claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
6. **We** will need to be able to speak directly to any **legal representative** appointed, or agreed by **us**, even if this is one **you** have chosen;
7. Whilst **we** must appoint the **legal representative**, **you** may choose **your** own if it becomes necessary to start court proceedings, or if there is a conflict of interest. If **you** wish to do this, please tell **us** their name and address so **we** can consider **your** request. If for any reason **we** cannot agree to **your** suggested **legal representative**, **we** will ask the Law Society of England and Wales (or similar body) to name one;
8. If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**; and
9. **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your legal claim**, for example, where the **legal costs** are greater than the value of **your legal claim**.

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