

# RAC Business Breakdown Policy Booklet

## **Terms and conditions**

PLEASE READ AND KEEP FOR YOUR RECORDS

## Who to contact

This is the number that **you** and/or a **driver** will need if the **vehicle** has **broken-down**, or has been involved in a **road traffic accident** or if **you** need to make any other **claim** under **RAC Business Breakdown**.

### Broken-down or been involved in a road traffic accident?

Telephone 0333 202 3000

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

### Checklist

**Certain information is required when calling to make a claim.**

1. **Your** business name as it appears on **your** policy documents
2. The **vehicle** registration number
3. The make and model of the **vehicle**
4. The exact location of the **vehicle**
5. The contact number for **you** or the **driver**
6. The nature of the fault

### Remember

- Please call **us** back if the **vehicle** gets going before **we** arrive
- Only accept help that has been sent to assist the **vehicle** by **us**
- Do not go directly to a garage (even an **RAC** appointed one); **we** will not reimburse **you** if **you** have had to pay for help which was not arranged by **us**
- Recovery can only be arranged by **us**

For reimbursement of payments made by **you** or a **driver** under Section D (Onward Travel) please submit proof of payment in accordance with these terms and conditions to **us** at:

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

### Telephone charges

03 numbers are charged at national call rates and are included in inclusive minute plans from landlines and mobiles. Please note that **we** do not cover the cost of making or receiving telephone calls. Calls may be recorded and/or monitored.

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## Important information about RAC Business Breakdown

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

**RAC Business Breakdown** is intended to offer services relating to the **breakdown of vehicles**. It meets the demands and needs of those who own, contract hire, lease or fleet manage **vehicles** and wish to ensure the risk of the **breakdown of the vehicles** are met now and in the future.

**You** may not have chosen to take out cover with **us** for Sections B (Recovery), C (At Home) and/or D (Onward Travel). Please refer to the **schedule** which sets out whether **you** have chosen Section/s B, C and/or D.

This policy booklet contains the benefits, conditions and exclusions that apply to each individual Section of cover (see Sections A to D) and the general conditions and exclusions that apply to all Sections of cover in this policy booklet. **You** and the **drivers** must meet these conditions or **we** may not provide **you** with **RAC Business Breakdown** cover.

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

Please ensure these documents are kept in a safe place. If **you** cannot find any of **your** documents, call **us** on **0330 159 0784** to request a replacement.

This policy booklet together with the **schedule** is the contract of insurance between **you** and **RAC** Motoring Services in respect of the cover provided under Sections A (Roadside), B (Recovery), C (At Home) and any other services and **you** and **RAC** Insurance Limited in respect of the cover provided under Section D (Onward Travel).

### Use of language

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.

### Law

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

## Your terms and conditions

### Cover

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

If **you** would like to change the vehicles covered under **RAC Business Breakdown**, please see 'Changes to your details' in this policy booklet.

### Period of cover

**RAC Business Breakdown** period of cover is detailed on **your** schedule.

### Pre-authorisation of costs for parts

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

### Additional services provided by the RAC

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

- Purchase any parts necessary to complete a repair of the **vehicle** above the £300 value set out above;
- Receive specialist services to complete a repair of the **vehicle**;
- Receive **road traffic accident** assistance in the territory;
- Extend the hire period for any replacement **vehicle**;
- Provide any other services that may be available for an additional cost, as stated in this booklet.

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

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

However, **we** recommend that **you** ensure all **drivers** obtain **your** prior consent before **we** provide such additional services outside the terms of **RAC Business Breakdown** under any Section.

### Accident care

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

### Road traffic accident assistance

If the **vehicle** cannot be driven as a result of a **road traffic accident** within the territory, **we** can arrange for the recovery of the **vehicle** up to a maximum of

150 miles as measured by us from the location of the **road traffic accident** for an additional charge (as **RAC Business Breakdown** does not cover attendance for a **road traffic accident**, fire, flood, theft or act of vandalism). The charge for this service will be agreed with **you** or the **driver** when road traffic accident assistance has been requested and before any costs are incurred. This charge will vary depending upon the level of assistance required.

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

### Post-accident assistance

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

### Replacement vehicle assistance

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

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

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

We will not pay any costs relating to the replacement vehicle.

### Personal injury claims assistance

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

RAC Motoring Services is regulated by the Claims Management Regulator in respect of regulated claims management activities. Our registration is recorded on the website [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk).

### Definition of words

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

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

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

#### Caravans/Trailers

Max weight (gross) - 3.5 tonnes Max Length - 7.6 metres (25ft) including tow bar Max Width - 2.3 metres (7ft 6in)
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**"claim"/ "call out"** means any request for service or benefit or for cover under any Section of **RAC Business Breakdown**

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

**"driver"/ "their"/ "they"** means any **driver** of a **vehicle** at the time a **breakdown** occurs who is authorised by **you** to be driving the vehicle and is permanently resident in the **territory** including **you** where the customer is an individual person

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

**"end date"** means the date that this RAC Business Breakdown policy expires as shown on the schedule

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

Minibus
Max weight (gross) - 4.5 tonnes Max Width - 2.3 metres (7ft 6in) Max Height - 3 metres

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

**"period of cover"** means the period from the start date to the end date, as shown on the schedule

**"premium"** means the basis upon which services will be provided under RAC Business Breakdown charged by way of an insurance premium which is subject to Insurance Premium Tax (IPT) at the current rate as shown on the schedule

**"RAC"/ "we"/ "us"/ "our"** means RAC Motoring Services in respect of Sections A, B and C and the additional services provided by the RAC and RAC Insurance Limited in respect of Section D and any person employed or engaged to provide certain services on their behalf

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

**"registered business address"** means the registered address in the territory as shown on the schedule

**"road traffic accident"** means a traffic accident involving a vehicle within the territory

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

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

**"start date"** means the date that this RAC Business Breakdown policy begins as shown on the schedule

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

**"United Kingdom"/ "UK"** means England, Scotland, Wales and Northern Ireland

**"vehicle"** means any UK registered vehicle which is owned, contract hired, leased or fleet managed by you and that has been notified by you to us prior to

the start date or the date that the vehicle is included under this RAC Business Breakdown and that complies with the following specifications:

Vehicle
Max weight (gross) - 3.5 tonnes Max Width - 2.3 metres (7ft 6in) Max Height - 3 metres

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

## Your Cover

### SECTION A: Roadside

RAC Business Breakdown includes cover for Roadside as set out in this Section A.

#### What is covered

If a vehicle or the caravan or trailer attached to it has broken-down in the territory during the period of cover, we will either:

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

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

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

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

### What is not covered

- Any **breakdown** within a ¼ of a mile of the **registered business address** as measured by us;
- Transportation that is not arranged with us when we are dealing with the **breakdown**. Transportation cannot be requested after we have left the **vehicle**;
- The cost of any parts (including batteries) required by us to repair the **vehicle** are not covered under this Section A;
- The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **RAC Business Breakdown**;
- Any **breakdown** resulting from a fault where we have previously provided **breakdown** cover for that fault and either:
  - we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
  - we advised **you** or a **driver** that we had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs;
- Any **breakdown** resulting from a battery related fault where we have previously provided **breakdown** cover for that fault and advised **you** or a **driver** to replace the battery but the battery has not been replaced;
- If we have been called out to a **breakdown** of a **caravan** or **trailer** and we cannot repair it at the roadside, we will not transport the **caravan** or **trailer**. This service may be available at an additional cost;
- Assistance in a medical emergency; or
- Servicing or assembly of a **vehicle**.

## SECTION B: Recovery

Please refer to the **schedule** which sets out whether **RAC Business Breakdown** includes cover for Recovery as set out in this Section B.

### What is covered

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

- We may also provide, at our discretion, a recovery service if the **driver** becomes ill during a journey in the **territory** and the **driver** cannot continue the journey as the **driver** has no one in the party of people travelling with the **driver** who can drive the vehicle. We may ask the **driver** to provide written confirmation from the treating hospital or medical expert that they are unfit to drive and prove they are the only viable **driver** in their party.

### What is not covered

- Recovery that is not arranged with us when they are dealing with the **breakdown**. Recovery cannot be requested after we have left the **vehicle**;
- Recovery to more than one destination;
- Where we can demonstrate that the recovery service as set out in this Section B, is being used by **you** and/or the **driver** to avoid the cost of repairing the **vehicle**;
- Any recovery required because of a **breakdown** resulting from a fault where we have previously provided **breakdown** cover for that fault and either:
  - we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
  - we advised **you** or a **driver** that we had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs;
- Any recovery required because of a **breakdown** resulting from a battery related fault where we have previously provided **breakdown** cover for that fault and advised **you** or the **driver** to replace the battery but the battery has not been replaced;
- Where a recovery is required due to a **breakdown** because of a problem with the tyre of the **vehicle**, **caravan** or **trailer**, we will not provide recovery over 10 miles where no serviceable spare tyre, tyre repair equipment provided by the **vehicle** manufacturer, a locking wheel nut key, or no suitable alternative (as recommended by the manufacturer) is available;
- Assistance if the **driver** becomes ill during a journey in the **territory**, or in any other medical emergency, if the **driver** is safely able to continue their journey, including where anyone travelling with the **driver** is able to drive the **vehicle**;
- If we have been called out to a **breakdown** of a **caravan** or **trailer** and cannot repair at the roadside, we will not transport the **caravan** or **trailer**. This service may be available at an additional cost; or
- A second recovery where the original recovery destination could not accept the **vehicle** due to their opening hours or other restrictions.

## SECTION C: At Home

Please refer to the **schedule** which sets out whether **RAC Business Breakdown** includes cover for At Home as set out in this Section C.

### What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken-down** in the **territory** during the **period of cover** within a ½ of a mile of the **registered business address** as measured by us, we will either:

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

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

### What is not covered

- Transportation that is not arranged with us when we are dealing with the **breakdown**. Transportation cannot be requested after we have left the **vehicle**;
- The cost of any parts (including batteries) required by us to repair the **vehicle** are not covered under this Section C;
- The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **RAC Business Breakdown**;
- Any **breakdown** resulting from a fault where we have previously provided **breakdown** cover for that fault and either:
  - we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
  - we advised **you** or the **driver** that we had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these further repairs;

- Any **breakdown** resulting from a battery related fault where we have previously provided **breakdown** cover for that fault and advised **you** or the **driver** to replace the battery but the battery has not been replaced;
- Servicing or assembly of a **vehicle**;
- Assistance in a medical emergency; or
- If we have been called out to a **breakdown** of a **caravan** or **trailer** and cannot repair at the roadside, we will not transport the **caravan** or **trailer**. This service may be available at an additional cost.

## SECTION D: Onward Travel

Please refer to the **schedule** which sets out whether **RAC Business Breakdown** includes cover for Onward Travel as set out in this Section D.

### What is covered

Onward Travel applies if a **vehicle** has **broken-down** in the **territory** during the **period of cover** and following us attending the **breakdown**, we are unable to repair the **vehicle** in accordance with the cover under Section A (Roadside) or Section C (At Home). We will provide **you** or the **driver** with one of the following benefits to assist the **driver** on their onward journey:

- Replacement vehicle hire; or
- Alternative transport costs; or
- Hotel accommodation, as described in more detail below.

In order for **you** to claim reimbursement of payments made by **you** or a **driver** under this Section D **you** or the **driver** must have proof that **you** or the **driver** have made such payment before we reimburse **you** or the **driver**, for example a receipt or invoice relating to the payment. **You** must send such proof to us at the breakdown customer care address as shown on page 2. All monetary values are inclusive of VAT.

### What is not covered

Any assistance as a result of a **breakdown** resulting from a fault where we have previously provided **breakdown** cover for that fault and either:

- We consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**;
- We advised **you** or the **driver** that we had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs; or
- Any assistance where the **vehicle** is a taxi.

## Replacement Vehicle Hire

### What is covered

Where the **vehicle** is not a minibus we will either (subject to availability):

- Arrange and pay for:
  - the hire cost of a replacement vehicle while your **vehicle** is being repaired as a result

of the **breakdown** up to a maximum of two consecutive days or until the **vehicle** has been repaired, whichever is sooner. **We** will provide a replacement car where the **vehicle we** attend is a car; or a replacement van where the **vehicle we** attend is a van. Any replacement car will be limited to a small hatchback. **We** will ensure the hire car has an automatic gearbox, if required by the **driver**; and

- insurance for the replacement vehicle, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or

If **you** or the **driver** do not comply with the terms and conditions of the hire company used by **us** and **we** agree for **you** or the **driver** to make their own arrangements for a replacement vehicle with another hire car supplier, **we** will reimburse **you** or the **driver** up to £35 per day, up to a maximum of two consecutive days or until the **vehicle** has been repaired, (whichever is sooner) for the cost of the replacement vehicle hire arranged by **you** or the **driver**.

Where the **vehicle** is a minibus **we** will either (subject to availability):

- Arrange for:
  - the hire cost of one or more replacement car(s) while the minibus is being repaired as a result of the **breakdown** up to a maximum of 24 hours to enable the **driver** and **passengers** to arrive at the original destination, up to a maximum value of £25 for each occupant of the minibus. **We** will only provide more than one replacement car if there is a person in the party of people travelling with the **driver** who can legally drive the replacement car and complies with the terms and conditions of the hire company used by **us**. Any replacement car will be limited to a small hatchback. **We** will ensure the hire car has an automatic gearbox, if required by a **driver**; and
  - insurance for the replacement car(s), including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
- If **you** or the **driver** do not comply with the terms and conditions of the hire company used by **us** and **we** agree for **you** or the **driver** to make their own arrangements for a replacement hire car with another hire car supplier, **we** will reimburse **you** or the **driver** up to £25 per occupant, up to a maximum of 24 hours to enable the **driver** and **passengers** to arrive at the original destination for the cost of the replacement car(s) arranged by **you** or the **driver**.

#### What is not covered

- Any replacement vehicle hire arranged by **us** where the **driver** of the replacement vehicle does not comply with the usual terms and conditions of the hire company including but not limited to age

and licence restrictions. For example, requiring the **driver** to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions.

- Any replacement vehicle hire arranged by **you** or the **driver** that has not been agreed with **us** prior to the **driver** making the arrangements.
- Delivery of the hire vehicle including any fuel used during delivery.
- Any fuel used while the hire vehicle is with **you** or a **driver**, including any fuel required to refuel the car at the end of the hire vehicle period to comply with the hire company's terms and conditions.
- Any specific vehicle type or model. **We** can try to arrange additional or upgraded hire vehicles for an additional cost.
- Replacement vehicles with a tow bar.
- Specially adapted vehicles.
- Any insurance excess payable under any insurance for the replacement vehicle.
- Any request for vehicle hire that is not made within 24 hours of the **breakdown** occurring.

## Alternative Transport

### What is covered

Where the **vehicle** is not a minibus:

**We** will arrange rail, air or other public transport for the **driver** and up to 7 **passengers** of the **broken-down vehicle** to reach the intended end of the journey within the **territory** and reimburse **you** or the **driver** for the costs of such transport up to £150 for each occupant or £500 for all persons, whichever is less. **You** will have to pay for any additional transport costs.

Where the **vehicle** is a minibus:

**We** will arrange rail, air or other public transport for the **driver** and up to 16 **passengers** of the **broken-down** minibus to reach the intended end of the journey within the **territory** and reimburse **you** or the **driver** for the costs of such transport up to £25 for each occupant or £500 for all persons, whichever is less. **You** will have to pay for any additional transport costs.

## Hotel Accommodation

### What is covered

Where the **vehicle** is not a minibus:

**We** will arrange one night's hotel accommodation for bed and breakfast only for the **driver** and up to 7 **passengers** of the **broken-down vehicle** in a hotel of **our** choice and reimburse **you** or the **driver** for the costs of such accommodation up to £150 for each occupant or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs.

Where the **vehicle** is a minibus:

**We** will arrange one night's hotel accommodation for bed and breakfast only for the **driver** and up to 16 **passengers** of the **broken-down** minibus in a hotel

of **our** choice and reimburse **you** or the **driver** for the costs of such accommodation up to £25 for each occupant or £500 for all persons, whichever is less. **You** will have to pay for any additional hotel costs.

## Assistance in a Medical Emergency

### What is covered

If during a journey in the **territory** the **driver** or a **passenger** of a **vehicle** becomes ill and is taken to a doctor's surgery or hospital without the journey being completed, **we** will:

- Arrange for one night's hotel accommodation for bed and breakfast only for the **driver** and up to 7 **passengers** of the **vehicle** whose homes are more than 20 miles from the hospital in a hotel of **our** choice and reimburse **you** or the **driver** for the costs of such accommodation up to £150 per person or £500 for all persons, whichever is less. **You** or the **driver** will have to pay for any additional hotel costs; and
- Arrange for an ambulance to take the patient to a local hospital near to their home once medical permission has been given.

### What is not covered

- Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies; or
- Any assistance where the **vehicle** is a minibus.

## General exclusions

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

**RAC Business Breakdown** does not cover:

- Any **breakdown** or request for service occurring within the first 24 hours of **you** joining or upgrading (for the upgraded cover only) **RAC Business Breakdown**, however this 24-hour exclusion period will not apply on renewal of **RAC Business Breakdown** that includes the Section of cover being claimed under. For Section A (Roadside), **we** will attend the **vehicle** and provide cover within the first 24 hours, but only where the **vehicle** had not **broken-down** prior to **you** joining **RAC Business Breakdown**.
- Any **vehicle** that is already at a garage or other place of repair.
- Attendance following a **road traffic accident** in the **territory**. If a **driver** has been involved in a **road traffic accident** in the **territory** and would like **us** to recover the **vehicle** **we** may be able to assist for an additional cost.
- Attendance following fire, flood, theft, act of vandalism or any other incident covered by any policy of motor insurance. If **you** or a **driver** would like **us** to recover the **vehicle** following one of these incidents **we** may be able to assist for an additional cost.

- **We** will not be liable in any circumstances for any infringement however caused of any manufacturer's or dealer's warranty as a result of services supplied.
- **Vehicles** which have **broken-down** on land to which **you**, a **driver**, or **we**, do not have permission to access.
- **Vehicles** which have **broken-down** as a result of:
  - taking part in any motorsport event or activity which takes place off the public highway (including, without limitation, rallies or stock car racing) and is not subject to the normal rules of the public highway. **Vehicles** participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded; or
  - misfuelling. **We** will not repair the **vehicle** including but not limited to draining or removing the fuel under **RAC Business Breakdown**. **We** may be able to drain and remove the fuel for an additional cost. **We** will only recover the **vehicle** to a garage within 10 miles of the **breakdown**. **We** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional cost.
- **Vehicles** being driven (for any reason) under trade plates.
- The recovery of any **caravan** or **trailer** in the **territory** except where the **vehicle** that was towing the **caravan** or **trailer** has **broken-down**. If **you** or a **driver** would like **us** to recover any **caravan** or **trailer** in these circumstances, **we** may be able to assist for an additional cost.
- The transportation of any **vehicle** which **we** consider (acting reasonably) is loaded over its legal limit.
- The cost of **specialist resources** for any reason (including safely lifting a modified **vehicle**). **We** may be able to arrange **breakdown** and recovery services with **specialist resources** if needed for an additional cost.
- Transportation of any horses or livestock.
- Any services or benefits relating to a **breakdown** that was reported under a different **RAC** agreement to this **RAC Business Breakdown**. To receive any services or benefits under this **RAC Business Breakdown**, **you** must have reported the **breakdown** against this **RAC Business Breakdown**.
- Any costs:
  - incurred without **our** prior consent. All requests for service must be made directly to **us** relating to repairs of wheels and tyres and costs relating to any **vehicle**, **caravan** or **trailer** not carrying a serviceable spare tyre and

- wheel including the cost of a spare tyre and wheel and the costs of sourcing it;
  - for towing the **vehicle** if the tow distance exceeds 10 miles and the cost of providing a temporary solution for **you** to reach a garage to get the tyre replaced;
  - relating to **you** or a **driver** having failed to carry or having misused any equipment provided by the **vehicle, caravan or trailer** manufacturer for the purposes of removing the **vehicle, caravan or trailer** spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
  - relating to repairs or replacement to glass in the **vehicle**. In the **territory** we will arrange the recovery of the **vehicle** to a nearby garage for assistance but we will not pay for any replacement glass or pay for the fitting of any glass. **You** or the **driver** will have to pay for any work carried out on the **vehicle**. We may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
  - relating to the keys to a **vehicle** being broken; lost, stolen, or locked in the **vehicle**. In the **territory** we may be able arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. We will only arrange the recovery of the **vehicle** to a nearby garage for assistance and **you** or the **driver** will have to pay for any work carried out on the **vehicle**. We may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
  - for **vehicle** storage charges; or
  - for ferry crossings and/or toll fees of a vehicle to enable a successful recovery of the **vehicle** under **RAC Business Breakdown** and the cost of any return ferry crossings and/or toll fees of the recovery vehicle.
- We will not be liable for any consequential or indirect losses. We shall not be liable for any losses relating to any business interests **you** or a **driver** (and their party) may have including, but not limited to, loss of profit or revenue, loss of opportunity or of business or for business interruption (except that this will not apply in relation to any claim **you** or the **driver** may have for death or personal injury).
  - We will not provide any service under **RAC Business Breakdown** if we are prevented from doing so in circumstances beyond our reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances we will take steps to prevent or minimise the effects of such circumstances on our services.
  - In the event of involvement of an **emergency service**, we will not remove the **vehicle** until all **emergency services** concerned have provided us with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than us, we will not meet the cost of the removal.
  - Any claim caused directly or indirectly by the **driver** being affected by intoxicating liquors or drugs.

## General conditions

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

- **You** must pay the premium for this **RAC Business Breakdown** and any applicable taxes by the due date set out in the **schedule** or this **RAC Business Breakdown** may be cancelled in accordance with the cancellation provisions on page 12 (**RAC Business Breakdown** cancellation). The **premium** for **RAC Business Breakdown** will be due in full in advance. We shall be entitled to charge interest on any amount overdue at the rate of 3% over the NatWest Bank base rate until the actual payment is received by us;
- **You** or a **driver** that can legally drive the **vehicle** and is willing to drive the **vehicle** must be with the **vehicle** at the time of the **breakdown** and when we arrive at the **breakdown**. If they are not, we will not provide any service related to the **breakdown**;
- If we provide an onward transportation service for **passengers** of a **vehicle**, anyone under the age of 16 must be accompanied by someone who is 17 or over;
- If we provide an onward transportation service for the **driver** and the **passengers** of a **vehicle**, any animals that were in the **vehicle** can only be transported in the **vehicle** at **your** or the **driver's** own risk. We will not transport animals in the recovery vehicle and we will not be liable for or insure any animal during any onward transportation, however any assistance animals must be transported with their owners;
- We will attend a **breakdown** at your request in good faith. By making a request for service under the terms of **RAC Business Breakdown** you confirm that **you** and **your vehicle** comply with all legal requirements;
- Each **driver** must be authorised by **you** to be driving the **vehicle** and be permanently resident in the **territory**. If not, we will not be able to provide any service related to the **breakdown**;
- **You** (if **you** are an individual) must be permanently resident in the **territory** or (if **you** are an entity) must have **your** registered office/trading address in the **territory**.

Upon request from us, you must provide us with proof that the **vehicle** is in a legal and roadworthy condition and allow us to examine the **vehicle** to confirm whether it is in a legal or roadworthy condition, at any time. If you are unable to provide us with such proof, if you do not allow us to examine the **vehicle** or we consider (acting reasonably) that a **vehicle** is not in a legal or roadworthy condition for any other reason, we reserve the right to refuse to provide any service under this **RAC Business Breakdown** relating to that **vehicle**. This means we may decline your or the **driver's claim**. Any repairs carried out by us do not guarantee that the **vehicle** is in a legal and roadworthy condition.

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

## Misuse of RAC Business Breakdown

You and each **driver** must not:

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

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

- Restrict the cover available to you or the applicable **driver** at the next renewal, if you wish to continue **RAC Business Breakdown** with us;

- Restrict the payment methods available to you;
- Refuse to provide any services to you or the applicable **driver** under this **RAC Business Breakdown** with immediate effect;
- Immediately cancel this **RAC Business Breakdown** in accordance the cancellation provisions; and
- Refuse to sell any services to you or the applicable **driver** in the future.

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

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

## Renewal of RAC Business Breakdown

At the end of your **policy period**, we will write to you outlining the terms of your renewal including any changes to the **premium**, **period of cover**, or the terms and conditions applicable to **RAC Business Breakdown**. We will issue you with an invoice for the **premium** which is payable within 30 days of the invoice date. If you do not wish us to automatically renew **RAC Business Breakdown** you will need to contact us before the renewal date for the current **period of cover**. This can be found on your **schedule**.

## RAC Business Breakdown cancellation

### Your right to cancel

You are entitled to cancel this **RAC Business Breakdown** cover within the first 14 days following the **start date** or the date you receive this **policy booklet** with the **schedule**, whichever happens later. **RAC Business Breakdown** will be cancelled with immediate effect. We will refund your **premium** in full unless you or a **driver** has made a **claim** within this period. If a **claim** has been made during this period no refund will be given and any outstanding **premiums** due by you will need to be paid. If upgrading **RAC Business Breakdown** at any time following the end of the initial 14 day cooling off period no refund is payable if **RAC Business Breakdown** is later downgraded or cancelled. If, after the 14-day cooling off period, you upgrade **RAC Business Breakdown** at any time to include optional cover under Section/s B (Recovery), C (At Home) and/or D (Onward Travel) that was not already included at the commencement of **RAC Business Breakdown**, no further cooling off period will apply to this additional cover.

You can cancel **RAC Business Breakdown** at any time. We will calculate any refund of **premium** due as a credit on a (daily) pro-rata basis provided you have not already made a **claim**. If you wish to cancel **RAC Business Breakdown** please contact us using the details shown under 'How to contact us'.

You can cancel **RAC Business Breakdown** in the event that we notify you that the **premium** will be amended

on prior written notice to us, such cancellation to take effect on the date of the change to the premium. We shall refund your premium subject to a deduction for the period from the start date to the date of cancellation. This will be calculated (daily) on a pro-rata basis.

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

### Our right to cancel

- If any premium for RAC Business Breakdown is not paid by the applicable due date for payment as set out in the schedule, we will notify you in writing.
- We may cancel RAC Business Breakdown in the event of misuse of RAC Business Breakdown as set out in the General conditions. In the event that we decide to cancel RAC Business Breakdown, we will notify you in writing and RAC Business Breakdown will be cancelled with immediate effect;
- Where we cancel RAC Business Breakdown we will not refund any premium that has already been paid or that is due to us; and
- Where we cancel RAC Business Breakdown, we will request settlement of any outstanding premium or charges for services provided. If such sums are not settled following our debt collection process, we may take legal action and we may refuse to accept your custom in the future.

If RAC Business Breakdown is cancelled for any reason, the vehicles will no longer be covered by the RAC under RAC Business Breakdown.

### Changes to your details

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

If you increase the number of vehicles under RAC Business Breakdown during any period of cover, you must pay the relevant applicable premium for the additional vehicle(s). We will invoice you for the additional premium. RAC Business Breakdown will apply to the additional vehicle(s) from 24 hours following the date that you notify us that you want to add the vehicle. This means you and the drivers will not be able to benefit from the cover until the 24-hour period has expired. If you remove a vehicle from RAC Business Breakdown, we will not refund the applicable premium.

If necessary, we will provide you with a revised schedule reflecting the changes made to your details. All communications from the RAC or our representatives shall be deemed duly sent if sent to your last known address.

### Upgrading RAC Business Breakdown

You can upgrade RAC Business Breakdown at any time to include cover under Sections B to D if your vehicles are not used for taxi or private hire purposes or, where your vehicles are used for taxi or private hire purposes, for Sections B and/or C, that is not already included under RAC Business Breakdown by contacting us. If you do upgrade during any period of cover you must pay the relevant applicable premium for the additional Section of cover.

If you upgrade to include any Section this Section of cover will apply from 24 hours following the date detailed on your revised schedule. This means you or the drivers will not be able to benefit from the cover until the 24-hour period has expired. We will provide you with a revised schedule setting out the Sections of cover applicable to RAC Business Breakdown and the date from which the cover has commenced.

### Changes to RAC Business Breakdown terms and conditions

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

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

Any change to RAC Business Breakdown terms and conditions (together with the reasons for such change) will be notified to you at least 21 days in advance of the date that the change is due to take effect. We recommend you notify any driver that is affected by the change.

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

## How to contact us

### General enquiries

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

- Call us on 0330 159 0784  
Mon to Fri 9.00am to 5.00pm; or
- Write to us at:  
RAC Motoring Services  
SME Business Team  
RAC House  
Thomas Street  
Stretford  
Manchester  
M32 0HX
- Email us at: [fleetadministration@rac.co.uk](mailto:fleetadministration@rac.co.uk)

If you contact us in writing or call us please provide your full trading name, contact telephone number, **RAC Business Breakdown** number and, where applicable, the vehicle registration number. If you have any problems reading this policy booklet you can contact our customer services team on 0330 159 0784 for a large font or Braille version.

### Complaints

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

If you are dissatisfied with any aspect of our breakdown services under Sections A (Roadside), B (Recovery), C (At Home), D (Onward Travel) or the additional services:

- Call our Customer Care number on:  
0330 159 0338; or
- Write to us at:  
Breakdown Customer Care [See general address below]; or
- Email us at: [breakdowncustomercare@rac.co.uk](mailto:breakdowncustomercare@rac.co.uk)

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

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

If you are dissatisfied with any other aspect of our customer service:

- Please call our Customer Services Team on:  
0330 159 0784; or
- Write to us at:  
Membership Customer Care [See general address below]; or
- Email us at: [membershipcustomercare@rac.co.uk](mailto:membershipcustomercare@rac.co.uk)

Please include your account number and state that you are a **RAC Business Breakdown** Customer.

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

RAC  
Great Park Road  
Bradley Stoke  
Bristol  
BS32 4QN

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

Using this complaints procedure will not affect your legal rights.

## Financial Ombudsman Service

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567  
0300 123 9123

Email: [www.financial-ombudsman.org.uk](http://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](http://www.fscs.org.uk)

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.

## Your Data

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

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

### What is your data?

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

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

### How we obtain and collect your data

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

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

### How we will use your data

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

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

## Your rights

**You** have a number of rights relating to **your** personal data. For further information regarding any of these rights please visit [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy) or contact the Data Protection Officer.

