

RAC Business Breakdown Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Contact information

	Contact
For breakdown in the UK and Accident Care	Call us 24/7 on 0333 202 3000
For Legal Expenses Insurance Claims	Motor accident claims: 0333 070 2686 Telephone legal Helpline and Legal Defence: 0333 070 2685
Customer Services	RAC Motoring Services SME Business Team RAC House Thomas Street Stretford Manchester M32 0HX 0330 159 0784 (lines open Monday to Friday 9am–5pm)
Hearing assistance	Telephone prefix 18001 to access Ttypetalk or text us on 07855 82 82 82

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

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

If the vehicle breaks down, please provide us with:

1. The name of **your** business
2. Your **vehicle's** make, model and registration number
3. The location of the **vehicle** – the road **you're** on or the nearest junction
4. The number of the phone **you're** using
5. The cause of the **breakdown**, if **you** know it
6. A form of identification such as a bank card or driving licence
7. **Your** credit card in **your** name if **you** need a hire car or additional services

Remember

1. Please let **us** know if **you've** called **us** but manage to get going before **we** arrive.
2. **We'll** only provide cover if **we** arranged help. Please don't go to a garage or other recovery service.
3. Breakdowns must be reported to **us** within 24 hours. If **you** don't, **we** may refuse cover.

There may be more than one option for **you** to get **your vehicle** fixed if **you** break down.

We'll look at **your** situation and find the best way to get **you** going again. For example, even if **you** have **our** national Recovery cover level, **we** may suggest taking **your vehicle** to a local garage if the problem could be fixed the same day, or offer **you** an option not covered under **your policy** which may incur an extra cost.

You do not have to agree to this, but it may help **you** get back on the road faster.

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Definitions

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

"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 or flat tyres but not as a result of mis-fuel, **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) 7.6 metres long including any tow bar; and (c) 2.3 metres wide;

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

"credit note" means a document issued by us which details the amount of credit we have provided you. The credit note is valid for 12 months from the date of issue;

"driver-induced fault" means any fault caused by actions or omissions of the driver of the **vehicle** for example running out of fuel (or charge in an electric vehicle), lost, stolen or broken keys or locking your keys in your vehicle;

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

"passengers" means the driver and up to 8 people (16 if the vehicle is a minibus) travelling in the **vehicle** at the time of **breakdown**;

"policy" means the **breakdown** policy that is subject to the terms and conditions in this booklet, along with the **schedule**;

"policy period" means the length of time your **policy** is in force from the start date as shown on your **schedule**;

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

1. For sections A, B, Included benefits and Additional Services means RAC Motoring Services;
2. For sections C, D and E means RAC Insurance Limited;
3. For Your data, means RAC Motoring Services and RAC Insurance Limited; and
4. In each case any person employed or engaged to provide certain services on their behalf;

"reimburse"/ "reimbursement" means reimbursement by us under the Reimbursement process on page 6;

"road traffic collision"

1. For Accident Care means a collision involving the **vehicle** in the UK 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. In all other cases means a traffic collision involving a **vehicle** within the UK that immobilises the **vehicle**;

"schedule" means the document entitled "Business Breakdown Policy Schedule" containing important details about this **policy** such as level of cover;

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

"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;

"vehicle" means a UK registered vehicle which is owned, contract hired, leased or fleet managed by you. You must tell us which vehicles you wish to cover and we must agree to this before the vehicle will be covered. All vehicles must comply with the following specifications:

1. It is insured and holds valid tax and MOT (unless exempt); and
2. It is either a car, van, motorhome or minibus less than:
 - a. 3.5 tonnes (or 4.5 tonnes if the vehicle is a minibus);
 - b. 6.4 metres long (or 7.6 metres long if your **schedule** confirms you are covered for oversized vehicles) including any tow bar; and
 - c. 2.55 metres wide; or
3. It is a motorcycle 49cc or over;

"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 sole trader, company or partnership taking out this **policy** as named on the **schedule** and any authorised driver of the **vehicle** at the time a **breakdown** or **legal claim** occurs, providing they have a full, valid driving licence.

Definitions

– Legal Expenses Insurance

The following words in bold have a specific meaning to Part 2 - RAC Business Legal Expenses **policy** only, 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;

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

"hire vehicle" An alternative vehicle to that covered under your motor insurance and is subject to the terms and conditions of the alternative vehicle provider. These are available upon request;

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

“**legal representative**” means the solicitors or other qualified experts appointed by **us** to act for **you**;

“**policy**” means this Business Motor Legal Expenses insurance policy that is subject to the terms and conditions in this booklet, along with **your schedule**;

“**proportionate**” means the value of the **legal claim** must be greater than the costs of pursuing the **legal claim**;

“**RAC**”/“**we**”/“**us**”/“**our**”

1. For the arrangement and administration of this **policy** means RAC Motoring Services Limited;
2. For the provision of cover under this **policy** means RAC Insurance Limited; and
3. For **Your Data**, means RAC Motoring Services, RAC Insurance Limited and RAC Motoring Services Limited;

“**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 another party was at fault;

“**standard terms of appointment**” means the terms and conditions which **we** will require the **legal representative** to accept in order for **us** to cover **your** legal costs. This contract sets out the amounts **we** will pay the **legal representative** under **your policy** and their responsibilities to report to **us** at various stages of the **legal claim**. A copy of these terms can be requested by contacting **us**;

“**uninsured losses**” means **your** losses directly arising out of an **accident** or **road traffic collision** that are not covered by insurance.

Part 1 – RAC Business Breakdown

Your RAC Business Breakdown insurance consists of:

1. **A Breakdown Policy** – one or more contracts of insurance between **you** and **us** – depending on the type of cover:
 - a. RAC Motoring Services provides insurance for sections A and B; and
 - b. RAC Insurance Limited provides insurance for sections C, D and E.

A premium is payable for contracts of insurance which will be made clear to **you** in advance of purchase.

2. **A Schedule** – detailing the level of cover chosen, and the cost of the **policy**. 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** following purchase.

Important information about your policy

1. This **policy** is intended to offer services relating to the **breakdown of vehicles** that are owned, contract hired, leased or fleet managed by **you**. 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.

2. If **you** have purchased this policy as a sole trader, **you** must be a permanent resident of the United Kingdom. If **you** are a registered company or partnership, **your** registered company address must be within the United Kingdom.
3. Some sections of cover are optional. The ones **you** have chosen are listed on **your schedule**. Please make sure this is correct.
4. There are general conditions set out on page 8 that apply to all sections. There are also specific conditions that are set out in each section. **You** must meet all of these conditions. If **you** do not, **we** may refuse cover and/or cancel **your policy**.
5. The terms and conditions in this policy booklet, together with the **schedule**, apply to **you** and all drivers of **vehicles** covered. Please provide a copy to all drivers, and make sure they have read and understood them.
6. All requests for **service** must be made directly to **us**.

How long am I covered for?

If **you** have a monthly **policy**, cover will start on the **start date** and renew automatically each month, until canceled.

For all other **policies**, cover will run from the **start date** to the end date, 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. if **you** have purchased Recovery (section B) or Onward Travel (section C), these will not be available to use during the first 24 hours of the initial **start date**, or the date **you** upgrade to that section;
 - c. for sections D and E no **claim** is permitted if the event giving rise to the claim occurs prior to or within 14 days of:
 - i. the initial **start date** of the **policy**;
 - ii. any upgrade to one of these sections; or
 - iii. changing **your vehicle**.
 - d. in order to make a **claim** under sections B to E, **we** must have first attended under section A (Roadside and At Home); and
2. The amount that is covered - for certain types of claim or for certain sections, as set out in the **policy** or the **schedule**.

Please note: one **claim** means one request for service or cover under any section of this **policy**, regardless of who makes the **claim**.

- under section E (Tyre Replace), one tyre equals one **claim** even if **we** authorise the repair or replacement of more than one tyre during the same attendance.

Reimbursements

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 **us** on 0333 202 1877. Please send **your** completed claim form within 90 days of **your** **breakdown** with proof of payment (such as a receipt) to **us** using the contact details on the form. **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.

Pre-authorisation for costs of parts

If **we** attend a **breakdown** and decide that **we** can safely repair the **vehicle** at the roadside, **we** may need parts to be able to do this. Where these parts are available and can either be sourced locally within a reasonable time, or are carried by **our** patrols, **we** will fit these parts up to a maximum value of £300 excluding VAT. This will enable the **vehicle** to be back on the road as soon as possible with minimum disruption to **your** business. **We** will send **you** an invoice for these parts, which **you** must pay within 30 days of the invoice date. Please note, all parts will be charged at cost to **us**, plus an administration fee of 15%.

If **you** do not agree to this, please ensure either **you** or the driver of the **vehicle** let **us** know at the time of **breakdown**. If **you** do not allow **us** to fit parts at the roadside, **we** will still attend but any recovery will be limited to a maximum of 10 miles.

Included benefits

Caravans and trailers

If **your** **caravan** or **trailer** **breaks down** within the **UK**, **we** will send help to try and repair it 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.

Accident Care

If **you** have a **road traffic collision** involving another motor vehicle 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 202 3000 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 "Additional services" (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.

RAC Motoring Services is regulated by the Financial Conduct Authority in respect of regulated claims management activities.

Urgent message relay

If the **vehicle** has **broken-down** and **you** need to get hold of a friend, family member or **your** employer, **we** will get a message to them for **you**.

Replacement driver or recovery in the event of illness

If **you** suddenly or unexpectedly fall ill or are injured 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, or recover the **vehicle** and **passengers** to a single destination within the **UK**. This service is discretionary, and **we** will decide whether or not to provide this service. **We** will require written confirmation from the treating hospital or medical expert that **you** are unable to drive.

Additional services

If **you** require additional services that are not included in this **policy**, there will be a charge for these, for example to:

1. Purchase the parts **you** need to get on **your** way above the £300 value shown above;
2. Pay for any **specialist** resource to complete the recovery and/or repairs;
3. Receive **road traffic collision** assistance;
4. Extend the hire time for a replacement vehicle; or
5. Attend a **driver induced** fault.

Where possible, **we** will provide **you** with an estimate of charges for these services, but the full cost may not be known. **We** will invoice **you** for any charges incurred. Invoices must be paid within 30 days.

Section A: Roadside and At Home (included – see the schedule)

Covered

If the **vehicle** **breaks down** within the **UK** **we** will:

1. Send help to repair the **vehicle** at the roadside. This could be a permanent or temporary repair. If **we** need parts to be able to do this, **we** will provide service under "Pre-authorisation for cost of parts"; 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 **our** or **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.

Not covered

1. The cost of any parts over the amount pre-authorised;
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: Recovery (optional – see the schedule)

Covered

If **we** are unable to repair the **vehicle** under Section A, **we** will recover the **vehicle** and **passengers** (and any **caravan** or **trailer** attached to it) from the **breakdown** location to 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** whilst at the scene.

Not covered

1. Please see the “**Not covered**” part of Section A, 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 key;
3. A second recovery owing to the intended original destination being closed or inaccessible; or
4. Where **you** have requested that **we** do not fit parts to repair the **vehicle** at the roadside, under “Pre-authorization for cost of parts”.

Section C: Onward Travel (optional – see the schedule)

Covered

If **we** attend a **breakdown** under Section A and cannot fix the **vehicle** on the same day, **we** will help **you** by making arrangements to allow **you** to continue **your** journey within the **UK**. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

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

1. Hire Car

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

Covered

1. **We** will arrange and pay for the hire of a replacement vehicle as follows:
 - a. If **your vehicle** is a van, **we** will arrange for a van of similar size, for up to 48 hours, or until **your** van has been fixed, if sooner; or
 - b. If **your vehicle** is a minibus, **we** will arrange for one or more small hatchback cars, for up to 24 hours, to enable the **passengers** to reach their original destination; or
 - c. In all other cases, **we** will arrange for a small hatchback car for up to 48 hours, or until **your vehicle** has been fixed, if sooner.
2. If **you** are not eligible for a hire vehicle 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 or do not meet the minimum age requirement of 21), and **you** choose to hire a vehicle yourself, let **us** know before **you** do this, and then provided **we** have agreed the cost, **we** will **reimburse you**:

- a. Up to a maximum of £35 per day, up to a maximum of 48 hours hire, or until **your vehicle** is fixed, if sooner; or
 - b. If **your vehicle** is a minibus, **you** may instead claim back up to £25 per **passenger** for a maximum of 24 hours hire.
3. If necessary, more than one replacement car will be provided if there is a person in the party travelling with **you** who can legally drive the replacement car and who can comply with the terms and conditions of the hire company used;
 4. 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 vehicle type, model or accessories, including tow bars.
2. Any cost of:
 - a. delivery and collection of the hire vehicle and any fuel used;
 - b. fuel while using the hire vehicle; or
 - c. any insurance excess and additional costs.

2. Alternative transport

Covered

1. 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 **passenger**, or up to £500 for the whole party, whichever is less.

3. Overnight accommodation

Covered

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

Assistance in a medical emergency

Covered

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

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

Not covered

1. **We** will not assist where **you** or one of the **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 D: Battery Replace (optional – see your schedule)

Please note: There are further limits that apply on when and how **you** can **claim** which can be found on page 5.

Your cover is vehicle based. Cover is limited to the amount shown on **your schedule**.

Covered

If **we** attend a **breakdown** under section A (Roadside and 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;

Not covered

1. Batteries that need to be fitted by a manufacturer or garage;
2. Electric or hybrid vehicles (including mild-hybrid vehicles), motor homes, kit cars, quad bikes, modified or imported vehicles;
3. A **breakdown** caused by an incorrect or incorrectly fitted battery;
4. Batteries that have been misused or abused; or
5. Any **breakdown** relating to a fault that **we** have already attended and
 - a. the original fault has not been properly repaired; or
 - b. **you** have not followed our advice after a temporary repair.

Section E: Tyre Replace (optional – see your schedule)

Please note: There are further limits that apply on when and how **you** can **claim** which can be found on page 5.

Your cover is vehicle based. Cover is limited to the amount shown on **your schedule**.

Covered

If **your vehicle** cannot be driven due to accidental damage, malicious damage or a puncture to one or more of your tyres currently fitted to **your vehicle** **we** will send help to:

1. Fit **your** replacement tyre; or
2. Fit a temporary tyre or spare wheel to allow **you** to drive the **vehicle** to **our** nearest **approved tyre network** for the tyre to be repaired or replaced. **We** will give you an authorisation receipt to take to the **approved tyre network**, which must be used within 7 days; or
3. If **we** are unable to replace the tyre or fit a temporary tyre or spare wheel, **we** will take the **vehicle** to **our** nearest **approved tyre network** for the tyre to be repaired or replaced.

Please note:

- One tyre equals one **claim**. If **we** authorise the replacement of two tyres it will be two **claims**.

- **You** will only be covered for the damaged tyre, even if it is recommended that another tyre is replaced at the same time.
- A **claim** under this section will be counted against **your breakdown claim** entitlement.
- If **your vehicle** cannot be driven 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.
- On rare occasions the use of **our approved tyre network** may not be possible, so **you** may need to purchase **your** replacement tyre **yourself** and utilise the reimbursement process on page 6. **You** will need to obtain **our** prior authorisation and the amount covered is set out in **your schedule**.

Not covered

1. Damage caused by a **road traffic collision**;
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, caravan or trailer, imports or **modified vehicle**.

General conditions – Business Breakdown

The following conditions apply to all sections of Part 1 of this booklet – RAC Business Breakdown. If **you** do not comply **we** may not be able to provide cover and may cancel this **policy**.

1. **You** must pay **your** premium including any taxes by the date set out in the **schedule**. If **you** do not, **we** shall:
 - i. be entitled to charge interest on any amount overdue at the rate of 8% over the Bank of England base rate until the actual payment is received by us; and
 - ii. charge a late payment fee of £40 (or £70 if the debt is over £1000); and
 - iii. charge any reasonable recovery costs;
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 the **vehicle** to a place of repair and this **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. A driver must be 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 assistance dogs. Any animals can remain in the **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 horses or 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 where required.
11. Where a repair to the **vehicle** is provided, 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** will not be liable for any infringement of any manufacturer or dealer warranty.
14. **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 accept 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.
15. **We** will not provide any service under this **policy** if **we** are prevented from doing so in circumstances beyond **our** reasonable control, including, without limitation, an act of terrorism, extreme weather, pandemics or epidemics, the activities of civil or government authorities, or industrial disputes. In these circumstances **we** will take steps to prevent or minimise the effects of such circumstances on **our** services.
16. The cost of the following is not covered by this **policy**:
 - a. **specialist resource**;
 - b. tolls, ferries, congestion or low emission zone charges for **your vehicle** and **our** vehicle;
 - c. any damage to glass even if the damage means **you** cannot legally or safely drive;
 - d. spare tyres and wheels, and repairing or sourcing them; or
 - e. recovery by someone other than **us** even if this is requested by the emergency services. If the emergency services, local authority or government agency are handling the **breakdown**, **we** will only attend and provide recovery once instructed to do so by them.
17. 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.
18. This **policy** does not cover:
 - a. **vehicles** being driven under trade plates
 - b. routine servicing, maintenance or assembly of the **vehicle**;
 - c. **caravan** or **trailers**, except as described under Included benefits;
 - d. **breakdowns** that occur during activities or events that are not subject to the normal rules of the road, for example, **breakdowns** on a track day. **We** will not attend breakdowns on race tracks or where **you** have been immediately recovered from a race track;
 - e. **breakdowns** that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which **you** or **we** have no legal access;
 - f. the **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, service will be provided;
 - h. any **claim** that is or may be affected by the influence of alcohol or drugs;
 - i. any **claim** under this **policy** where the **breakdown** was first reported to **us** under a different policy;
 - j. any **breakdown** that is caused by, or is as a result of, **vehicle** theft or fire; or
 - k. **vehicle** storage charges. If **your vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening.
19. If **you** are asked to review and approve a paper or electronic document recording the condition of the **vehicle**, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions.

Part 2 – RAC Business Motor Legal Expenses

Important information about RAC Business Motor Legal Expenses

1. Your RAC Business Motor Legal Expenses policy is a contract of insurance between you and RAC Insurance Limited. The contract of insurance consists of:
 - a. This policy booklet
 - b. Your schedule, which tells you which vehicles are covered, how long you are covered for, who is covered and the cost of the cover; and
 - c. Any notices we send you, for example, the letter we send when you first take out or renew Business Motor Legal Expenses or any letter we send letting you know if there are any changes.
2. A premium is payable for the contract of insurance which will be made clear to you in advance of purchase.
3. RAC Business Motor Legal Expenses is arranged and administered by RAC Motoring Services Limited.
4. RAC Business Motor Legal Expenses 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 criminal court;It meets the demands and needs of those who wish to ensure such risks are met now and in the future.
5. RAC Business Motor Legal Expenses Insurance also provides:
 - a. Replacement vehicle hire and vehicle repair following a road traffic collision.
 - b. Telephone legal helpline to assist you with advice on motoring related matters.
6. There is no limit to the number of legal claims you can make in any policy period. The amount that is covered for certain types of legal claims or for certain sections are set out in this booklet.

Your Business Motor Legal Expenses Cover

Please let us know as soon as possible if you think you may need to claim. If you do not, this may prejudice your legal claim and may mean we are unable to cover you.

Section A: Uninsured Loss Recovery

What is covered

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

1. You must call us on 0333 070 2686 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. Cover you for legal costs, up to a maximum of £100,000 per legal claim, if our legal representative, in their reasonable opinion, agrees your legal claim has a 51% or greater chance of succeeding.

Section B: Legal Defence

What is covered

If you have received a summons, citation or requisition for prosecution to attend a court for an alleged motoring offence, involving your vehicle and occurring within the UK during the policy period, we will:

1. Provide you with help and advice in respect of alleged motoring offences (under the Telephone Legal Helpline, Section D). 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 in their reasonable opinion, our legal representative agrees you have a 51% or greater chance of success, we will appoint and pay up to a maximum of £25,000 per legal claim for a suitable representative to either:
 - a. Defend the allegation; or
 - b. If you plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in you being disqualified or suspended from driving. This is known as a plea in mitigation.
- c. Appeal against your conviction or sentence.

What is not covered

1. We cannot provide help if your summons relates to violence, alcohol or drugs related offences or if you had no valid licence or no licence at all;
2. Claims relating to parking offences where penalty points are not applicable to the offence.
3. We will not pay fines, costs or other penalties a court of criminal jurisdiction orders you to pay;
4. Mitigation of a guilty plea if, in our reasonable opinion, it would not make a material difference to the outcome of your sentence.

Section C: Replacement Vehicle Hire and Vehicle Repair

What is covered

If **you** are involved in a **road traffic collision** in the UK during the **policy period** for which **you** are not at fault, **we** may be able to provide **you** with the following;

1. Obtaining a **hire vehicle** of an equivalent type, pending repair or replacement of the **vehicle**.
2. Arranging to have the **vehicle** repaired.

Replacement Vehicle Hire and Vehicle Repair General conditions

Provision of these services is conditional upon the following;

1. **We** have identified the at fault third party and their insurers.
2. **You** will need to sign a credit agreement which will be explained to **you** by **us**.
3. **You** must provide any assistance required by **us**, in respect of the recovery of any costs incurred in the provision of a **hire vehicle** or vehicle repair services, from any third party at fault for the incident giving rise to the damage to the **vehicle**. This includes permitting **us** to take proceedings in **your** name and/or assigning any rights against any such third party to **us**.

What is not covered

1. A **legal claim** reported more than 14 days after a **road traffic collision**.
2. **Any costs** incurred in excess of £25,000.

Section D: 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 0333 070 2685.

We will give **you** initial advice on any motoring matter 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 judicial review; or
2. Advice where in **our** reasonable opinion **we** have already given **you** the options available

General conditions – Legal Expenses Insurance

The following conditions apply to all sections of Part 2 of this booklet - RAC Business Motor Legal Expenses Insurance. If **you** do not comply, **we** can refuse cover and/ or cancel **your** policy.

1. **You** must pay your premium including any taxes by the date set out in the **schedule**. If **you** do not, **we** shall:

- i. be entitled to charge interest on any amount overdue at the rate of 8% over the Bank of England base rate until the actual payment is received by us; and
 - ii. charge a late payment fee of £40 (or £70 if the debt is over £1000); and
 - iii. charge any reasonable recovery costs;
2. **You** must request services directly from **us**, as **we** will only provide cover if **we** make arrangements to help **you**;
 3. **Legal claims** can be complex and technical. **You** must follow **our** advice or that of the **legal representative**, 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;
 4. **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**; or
 - ii. a **road traffic collision** occurring during a race, rally or competition;
 5. **We** may withdraw cover if at any point **your legal claim** has less than a 51% chance of succeeding;
 6. **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and don't 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;
 7. **You** must notify **us** of all offers to settle **your legal claim**. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your legal claim**;
 8. **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;
 9. 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. **Your** suggested **legal representative** must agree to **our** **Standard Terms of Appointment**. 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;
 10. 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**;

11. **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your legal claim**, for example, where the **legal costs** of **your legal claim** are greater than the value of **your legal claim**;
12. If **you** have legal expenses cover with a provider other than **RAC** or if **you** are a member of a trade union and the cover or membership benefits provide cover for **your claim**, **we** will not provide cover.
13. **We** will not provide any service under this **policy** if **we** are prevented from doing so in circumstances beyond our reasonable control, including, without limitation, an act of terrorism, extreme weather, pandemics or epidemics, the activities of civil or government authorities, or industrial disputes. In these circumstances **we** will take steps to prevent or minimise the effects of such circumstances on **our services**.

Misuse of this 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 service;
4. Provide false information in order to obtain service;
5. Knowingly allow someone that is not covered by this **policy** to try and obtain 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. Refuse to provide any services to **you** under this **policy** with immediate effect; and
2. 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.

Cancellation of your policy

Your right to cancel

Monthly policies

You can cancel **your policy** within the cooling off period, which is either 14 days from the **start date** or the date **you** receive **your policy documents**, whichever is later. If **you** do this, **we** will cancel the **policy** and refund **your premium** in full, unless **you** have made a claim, in which case no refund will be given.

You can cancel **your policy** at any time after the cooling off period, but **we** will not refund **you** for the month **you** are on cover.

All other policies

You can cancel **your policy** within the cooling off period, which is either 14 days from the **start date** or the date **you** receive **your policy documents**, whichever is later.

If **you** do this, **we** will cancel the **policy** and refund **your premium** in full, unless **you** have made a **claim**, in which case no refund will be given.

If **you** cancel after the cooling off period, **you** are entitled to a refund for the time remaining on **your policy**, less any cancellation fee (if a cancellation fee applies to **your policy** this will be shown on **your schedule**), unless:

- a. **you** have made a **claim** in which case no refund or **credit note** will be provided; or
- b. there is an outstanding balance, either outstanding premium, or charges for services supplied. In this case, **we** will deduct these amounts before calculating any refund or **credit note**.

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

Our right to cancel

If any premium for the **policy** is not paid by the relevant date as stated on **your schedule** or invoice **we** will notify **you** and may cancel the **policy**.

We may cancel the **policy** at any time and refund **your premium**, less an amount for the time **you** have been covered. In the event of misuse of the **policy**, however, **we** will not refund any premium.

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

Renewing your policy

Monthly policies

If **you** have a monthly **policy**, **we** will automatically renew this every month until **you** or **we** cancel it.

We will however contact **you** at the last known postal or email address before **your review date** to advise **you** of any changes **we** may make to the **policy** and also to ensure the cover still meets **your needs**.

All other policies

We will contact you at the last known postal or email address before the renewal date to confirm whether your policy will continue with us along with any changes.

If you have authorised us to automatically renew your policy, we will do this on the renewal date using the same payment method and details as shown on your schedule. If this is by invoice, you will need to pay us within 30 days. 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, as permitted in the Card Merchant Operating Instructions, to let us renew your policy.

If you have informed us you do not wish to automatically renew your policy, we will not renew your policy and it will expire at the end of the policy period unless you get in touch.

Changes to your details including vehicles covered

You must let us know immediately if you need to change anything on your policy, including change of address or vehicles covered. You can do this through your RAC BusinessClub account at www.racbusinessclub.co.uk/login, or by contacting Customer Services.

If you add one or more vehicles to your cover during the policy period, you must pay the additional premium. The additional vehicle will be covered 24 hours after we accept the change. If we do not receive payment by the due date, the vehicle will be removed from your policy. We will let you know before we do this.

If you remove one or more vehicles from your cover during the policy period, then:

- if you are on a monthly policy, the change will be effective from your next monthly policy period, and we will adjust future premiums; or
- for all other policies, you will be entitled to a pro-rata refund or credit note taking into account the time already on cover. Please note, if we do not hold your payment details (for example, where we agree to send you an invoice), we will issue a credit note as standard.

No refund or credit note will be given if you have made a claim.

Please note, if you are replacing a vehicle, we will first remove the existing vehicle from your cover then add the new vehicle, following the process above.

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

Upgrading your policy

You can upgrade your policy through your RAC Business Club account at www.racbusinessclub.co.uk/login, or by contacting Customer Services to discuss your options on the available products. You must pay the additional premium.

If we do not receive payment by the due date, the additional cover will be removed from your policy. We will let you know before we do this.

Upgrades to Section B (Recovery) or Section C (Onward Travel) will apply 24 hours after we accept the change. If you call us out before then, we will provide you with your existing cover only. Onward Travel is not available if your vehicle is used for taxi or private hire purposes.

For Section D (Battery Replace) and Section E (Tyre Replace), no claim is permitted if the event giving rise to the claim occurs prior to, or within 14 days of, the date you upgrade.

Changes to your terms and conditions

In addition to any changes we may make to our terms and conditions at renewal, we may make changes to your policy terms and conditions at any time:

- to respond proportionately to changes in law or decisions of the Financial Ombudsman Service;
- that are necessary to meet regulatory requirements; and
- reflect new industry guidance and codes of practice or to make these terms and conditions clearer and fairer to you.

We will let you know in advance of any change due to take place, and recommend you ensure all drivers are aware of any changes.

If the change disadvantages you, you may cancel your policy immediately by contacting us. We will refund your premium, less an amount for the time you have been covered.

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 please contact us as follows:

	Phone	In writing
Breakdown related complaints	0333 202 1877	Breakdown Customer Care RAC Motoring Services Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomer@rac.co.uk
Legal Expenses Insurance or Accident Care related complaints	0330 159 0610	Legal Customer Care (Address as above) legalcustomer@rac.co.uk

Financial Ombudsman Service

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

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

About RAC Motoring Services

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

RAC Motoring Services is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 310208). RAC Motoring Services' 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 fca.org.uk/register or by contacting 0800 111 6768.

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 summary of how **we** collect and use information about **you** and who **we** share it with. **Our** privacy policy provides more details about **our** use of **your** data which is available at rac.co.uk/privacy-policy or **you** can request a copy by using the contact details below.

What information about you do we use?

We typically collect and use the following types of information about **you**:

- Information about **you**: **your** name; **your** address; **your** phone number; **your** email address.
- Information about **your** passengers: including their names and home addresses.
- Location information: the location of **you** and **your** vehicle and information about any relevant journeys
- Policy information: such as **your** policy number, policy start date and end date.
- Vehicle information: **vehicle** registration number; manufacturer; model; date of first registration with the DVLA.
- Breakdown information: information about the cause of **your** breakdown.
- Payment details: Credit or debit card details.
- Expenses information: Where RAC covers payment of **your** expenses, they will need information about those expenses.
- Health information: in very limited circumstances, RAC may need to ask for information about **your** health and wellbeing for the purpose of performing **their** obligations under **your** policy, particularly those relating to any assistance in a medical emergency.

How we collect your data

We collect information about **you** when **you** apply for **your** policy through **our** website or over the phone, contact **us** through social media or online, or make a request for service under **your** policy.

Why we collect your data

We use information about **you** in order to provide **you** with **your** policy and **our** other products and services. **We** may also use **your** information for related purposes such as handling claims or to reduce the risk of payment default and fraudulent abuse. **We** may also use **your** information to comply with a legal obligation.

Who we will share your data with and why?

We may share your data with:

1. organisations within the RAC group of companies (including RAC Insurance Limited and RAC Motoring Services Limited), external service providers and specialists to enable us to provide you with the services you request such as breakdown assistance and for related purposes such as market research;
2. external organisations who help us with fraud protection and detection including credit reference agencies and organisations that check your identity; and
3. statutory bodies or organisations where we are asked to provide them with your data for the prevention or detection of crime and fraud, or where we are required to give this information by law.

Contacting RAC's DPO

You can contact the Data Protection Officer for the RAC Group by emailing dp@rac.co.uk or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

Your rights

You have a number of rights relating to your personal data. For information about your rights, please visit rac.co.uk/privacy-policy, contact our Data Protection Officer or contact RAC Customer Centre:

1. Call: 0330 159 0360
2. Email: breakdowncustomercare@rac.co.uk;
3. Write to them: Freepost RTLA-HZHB-CESE, RAC Financial Services Limited, Customer Services Team, PO Box 586, Bristol, BS34 9GB

