

# Your Arrival Document Pack

**This pack contains the following documents.**

**1. Important information for Arrival for Motability customers – page 2.**

Please read this document if you are a Motability customer with an Arrival policy.

**2. Policy Booklet – page 3.**

This contains our terms and conditions. Please read this together with your schedule.

**3. Arrival European Rescue Schedule – page 23.**

This document contains the limits for European breakdown (Section H in the Policy Booklet) and only applies if you have purchased European breakdown cover as shown on your schedule.

**4. Legal Care Plus – page 24.**

This document contains information about the Legal Care Plus cover and only applies if you have purchased this as shown on your schedule.

**PLEASE READ AND KEEP FOR YOUR RECORDS**

# Important information – Arrival for Motability

## Contact Information

In the event that you need to contact us please use the following details rather than those included in the policy booklet:

	Telephone	In Writing
<b>Breakdown</b>	0333 202 1878	
<b>Customer Services</b> including if you are unhappy with any of our services	0330 159 8667	RAC Arrival RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
<b>Hearing assistance (in the UK)</b>	Telephone Prefix 18001 to access Typetalk on 0800 731 1173 or text us on 07855 82 82 82	

For existing Motability customers this Arrival policy meets the demands and need of those who wish to enhance the existing breakdown services available to them when towing a caravan or trailer.

Please note: whilst in the main your Arrival policy enhances the help you receive if you breakdown some of the services you receive as standard through your Motability contract may be more appropriate for you.

Please read this policy together with your Motability service contract to ensure that this cover does meet your demands and needs. The table explains some of the key differences.

Our breakdown team will happily talk you through your options if you break down to ensure the services you get are appropriate for your needs at the time.

	Arrival	Motability
<b>Hire Car</b>	<ul style="list-style-type: none"> <li>We'll look to provide a replacement vehicle with a tow bar if required, but won't be able to provide adapted vehicles</li> <li>We'll need to take a deposit on a credit card</li> </ul>	<ul style="list-style-type: none"> <li>We'll look to provide an adapted vehicle if required but this won't come with a tow bar</li> <li>We won't need a credit card but still may need to take a deposit</li> </ul>
<b>Vehicle Restrictions</b>	<ul style="list-style-type: none"> <li>We don't have restrictions for size or weight of vehicle or caravan</li> </ul>	<ul style="list-style-type: none"> <li>There are some restrictions on the size and weight restrictions for caravan</li> </ul>
<b>Specialist resource</b>	<ul style="list-style-type: none"> <li>We'll cover the costs of any specialist resource which may be required following a breakdown in the UK</li> <li>We'll cover the costs of any specialist resource in Europe up to a maximum of £2,500</li> </ul>	<ul style="list-style-type: none"> <li>The costs of any specialist resource which may be required following a breakdown are not covered</li> </ul>
<b>Keys</b>	<ul style="list-style-type: none"> <li>If your vehicle's keys have been lost, stolen or locked in help will be provided to access your vehicle. Caravan or trailer keys are not covered</li> </ul>	<ul style="list-style-type: none"> <li>If your vehicle's keys have been lost, stolen or locked in help will be provided to obtain a replacement (where appropriate)</li> </ul>
<b>Road Traffic Collisions</b>	<ul style="list-style-type: none"> <li>We'll cover the costs of a RTC involving your vehicle. Please see the full Arrival terms and conditions for details of the help that we can provide if the RTC only involves your caravan or trailer</li> </ul>	<ul style="list-style-type: none"> <li>We'll cover the costs of a RTC involving your vehicle. Please see your Motability contract for details of the help that we can provide if the RTC only involves your caravan or trailer</li> </ul>

## Travelling in the EU

All drivers of hired or leased vehicles must take with them a VE103 certificate to show that they are authorised to drive the vehicle in the EU.

# RAC Arrival Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

## Contact Information

	Telephone	In Writing
<b>Breakdown in the UK</b> including Accident Care	0330 159 0509	
<b>Breakdown in Europe</b> Calling from <b>Europe</b> Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	+33 472 4352 44 0800 94 20 44 1 800 535 005	
<b>Bringing your vehicle back to the UK after a breakdown in Europe</b>	0330 159 0342	
<b>Key Return</b>	0330 159 0951	
<b>Telephone legal helpline</b>	0330 159 8601	
<b>European Legal Care claims</b>	0333 202 2981	
<b>Customer Services</b> including if <b>you</b> are unhappy with any of our services	0330 159 0360	RAC Arrival RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
<b>Hearing assistance (in the UK)</b>	Textphone prefix 18001 to access Tynetalk or text us on 07855 828282	

## Telephone charges

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

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

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

## If your vehicle breaks down, please provide us with

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

Some garages in **Europe** will require **your** passport and passport number before they begin any repairs.

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

## Remember

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

## Breakdown or road traffic collision on a motorway in Europe

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

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

# Contents

	Page
Your policy.....	6
Definitions.....	6
Part 1 – Breakdown policy.....	7
Limits of cover .....	8
Reimbursement .....	8
Caravan and Trailers.....	8
Hire car terms .....	8
Section A - Roadside including Re-Unite (included - see your schedule) .....	9
Section B - At Home (optional - see your schedule) .....	9
Section C – Recovery including Arrival Return and Follow on Recovery (optional - see your schedule) .....	9
Section D - Onward Travel (optional - see your schedule).....	10
Section E – Courtesy Car (optional - see your schedule).....	10
Section F – Battery Replace (optional - see your schedule) .....	10
Section G – Tyre Replace (optional - see your schedule) .....	11
Section H - European Breakdown (optional – see your schedule).....	11
Additional services.....	14
General Conditions .....	15
Conditions specific to travel in Europe.....	16
Included Benefits.....	16
Cancellation of your Policy .....	17
Misuse of your Policy .....	17
Renewing your Policy.....	18
Upgrading your Policy .....	18
Changes to your details .....	18
Complaints .....	18
Part 2 – Arrangement and administration contract .....	19
Your data .....	21

## Your policy

Your RAC Arrival membership consists of:

1. **A breakdown policy** – one or more contracts of insurance between you and the insurers - depending on the type of cover:
  - a. RAC Motoring Services provides insurance for Sections A, B, and C in Part 1 of this booklet; and
  - b. RAC Insurance Limited provides insurance for all other Sections in Part 1 of this booklet.A premium is payable for contracts of insurance which will be made clear to you in advance of purchase.
2. **An arrangement and administration contract** – a contract for services between you and RAC Financial Services Limited (RACFS) as arranger and administrator, set out in Part 2 of this booklet. Fees are payable for the services of RACFS and will be made clear to you in advance of purchase.
3. **A schedule** - detailing the type of membership you have, the level of cover chosen, and the cost of membership. The schedule will detail the premium, the fees, and any other charges payable. These will be made clear in advance of purchase, and provided to you by the administrator following purchase.

## Definitions

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

- Part 1 – Breakdown policy;
- Part 2 – Arrangement and administration contract; and
- Your data

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

### “accident”

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

### “approved garage”

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

### “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, flat tyres (in the UK only), but not as a result of mis-fuel, road traffic collision, fire, flood, theft, acts of vandalism or any driver induced fault;

### “claim”

1. For Section H7 - European Legal Care, means an incident which we accept as falling within the terms of European Legal Care and which in our reasonable opinion is the first incident that could lead to a claim being made;

2. For all other sections of this policy, means each separate request for service or benefit under any section of this policy;

### “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;

### “Europe”

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

### “European schedule”

means the document entitled “Arrival European Breakdown Schedule” containing the limits of cover which apply to Section H (European Breakdown Cover);

### “fob”

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

### “home”

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

### “journey”

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

### “legal costs”

means

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

### “legal proceedings”

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

### “legal representative”

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

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

#### “market value”

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

#### “passengers”

means the driver and up to 16 people travelling in the **vehicle**. In **Europe**, passengers must be travelling with **you** for the whole duration of **your journey**;

#### “planned departure date”

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

#### “policy”

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

#### “policy period”

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

#### “policy year”

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

#### “RAC”/“we”/“us”/“our”

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

#### “RACFS”

means RAC Financial Services Limited;

#### “reimburse”

means reimbursement by **us** under the reimbursement process as set out on page 8;

#### “road traffic collision”

1. For **Accident Care** means a collision involving **your vehicle** and at least one other motor vehicle on a public highway, private road or a car park to which the public has an uninterrupted right of access;
2. For **Section H7 - European Legal Care**, means a traffic collision involving a **vehicle** on a public highway, private road or a car park to which the public has an uninterrupted right of access for which **you** were not at fault and another party was at fault; and
3. In all other cases means a traffic collision involving a **vehicle** within the **UK** that immobilises the **vehicle**;

#### “schedule”

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

#### “specialist 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 or tractor;

#### “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;

#### “uninsured losses”

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

#### “vehicle”

means a **UK** registered vehicle. For vehicle based policies **we** will only provide cover for vehicles that appear on **your schedule**;

#### “you”/“your”

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

## Part 1 – Breakdown policy

### Important information about your policy

- This RAC Arrival membership is intended to offer services for members of the Camping and Caravanning Club relating to the **breakdown of vehicles**, including motorhomes, minibuses and towed vehicles such as caravans and trailers. It meets the demands and needs of those who wish to ensure the risk of the **breakdown of vehicles**, caravans and trailers is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown of vehicles**, caravans and trailers are met.
- Some sections of cover are optional. The ones **you** have chosen are listed on **your schedule**. Please make sure this is correct.
- There are general conditions set out on page 15 that apply to all sections. There are also specific conditions that are set out in each section. **You** must meet all of these conditions.
- All requests for service must be made directly to **us**.

### Policy types

We have two types of cover:

1. Personal based  
This covers **you** as a driver or a passenger in any **vehicle**. **You** can add up to 4 additional members to **your policy** if their usual residence is **your home**.
2. Vehicle based  
This covers up to 3 **vehicles** if listed on **your schedule** and registered at **your home address**. The **vehicle** is covered whoever is driving.

## Policy period

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

## Limits of cover

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

1. When a **claim** can be made:
  - a. no **claim** is permitted if the **breakdown** occurred prior to purchasing this **policy**;
  - b. no **claim** is permitted under sections B to E and Section H (European Breakdown Cover) within 24 hours of the initial **start date** of the **policy**, nor within 24 hours of any upgrade to an upgraded section;
  - c. for Sections F and G no **claim** is permitted within 14 days of the initial **start date** of the **policy**, nor within 14 days of any upgrade to an upgraded section;
  - d. in order to make a **claim** under Section C (Recovery) **we** must have first attended under Section A (Roadside);
  - e. in order to make a **claim** under sections D to G, **we** must have first attended under Section A (Roadside) or B (At Home);
  - f. Section H (European Breakdown Cover) includes unlimited **journeys** during the **policy period**, but each **journey** is limited to a maximum of 350 days.
2. The number of **claims** that can be made per **policy year** whether under a particular section, or as a whole:
  - a. one **claim** means one request for service or benefit of cover under any section of this **policy**, regardless of who makes the **claim**. Once **claim** limits are reached **we** will not provide any further service under the relevant section of this **policy**;
  - b. under Section G (Tyre Replace), one tyre equals one **claim**, even if **we** replace more than one tyre during the same attendance.
3. The amount that is covered:
  - a. for certain types of **claim** or for certain sections, as set out in the **policy** and **schedule**.

## Reimbursement

Under some sections, **you** may need to pay for the service up front and claim this back from **us**.

For sections A-G, please visit [www.rac.co.uk/reimbursementclaimform](http://www.rac.co.uk/reimbursementclaimform)

For Section H (European Breakdown Cover), please visit [www.rac.co.uk/europeanclaimform](http://www.rac.co.uk/europeanclaimform)

If **you** have any queries please contact us on 0330 159 0337. Please send **your** completed claim form within 90 days of **your breakdown** or your planned return date 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.

## Caravans and trailers

As an RAC Arrival member, **you** are covered for caravans and trailers being towed by the **vehicle**. **We** cannot arrange a replacement caravan or trailer, and whilst **we** will try to provide hire vehicles with tow bars, **we** cannot guarantee this, so **you** may need to leave the **vehicle** with the caravan or trailer while it is being repaired. For **breakdowns in Europe**, it may be necessary to bring the caravan or trailer back to the **UK** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the planned return date.

## Hire car terms

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

### Covered

1. **We** will arrange for the hire of a small hatchback car. **We** will try to find a hire car close in size to **your vehicle**, and one with a tow bar if **you** are towing a caravan or trailer, but cannot guarantee this. If **your vehicle** has more seats than the hire car **we** provide, and **you** require more seats, **we** may need to provide more than one car;
2. If **you** are not eligible for a hire car arranged by **us** for any reason, such as **you** do not meet the hire car provider's terms (e.g. **you** have certain types of endorsement on **your** licence or **you** are under 21), and **you** choose to hire a car yourself, let **us** know and then provided **we** have agreed the cost beforehand, **we** will **reimburse you**;
3. Where **we** arrange a hire car, **we** will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess). If **you** leave the hire car at a different location to the one arranged by **us**, **you** will need to pay the hire car company any additional costs.

### Not covered

1. **We** will not provide any specific car type, model or accessories;
2. Crossing a border from one country to another, unless agreed with **us** and permitted by the hire car provider. **You** may need to change vehicles;
3. Any cost of:
  - a. delivery and collection of the car hire and any fuel used; or
  - b. fuel while using the car hire; or
  - c. any insurance excess and additional costs.

## Included benefits

As well as the cover **we** provide under Sections A to H, **we** offer the following benefits provided by RAC Motoring Services at no additional charge to **you**. These are further detailed on page 16 and include:

- Accident Care;
- Telephone legal helpline;
- Key Return;
- Urgent Message Relay; and
- Replacement Driver.



## Section A - Roadside including Re-Unite (included- see your schedule)

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

### Covered

If **your vehicle**, or caravan or trailer attached to it, **breaks down** within the **UK** more than ¼ mile from **your home**, we will:

1. Send help to repair it at the roadside. This could be a permanent or temporary repair; or
2. If we are unable to repair it at the **roadside**, we will recover the **vehicle**, caravan or trailer and **passengers** to:
  - a. an **approved garage**; or
  - b. another local garage; or
  - c. a destination of **your choice** up to a maximum of 10 miles from the **breakdown**; or
3. If we are unable to repair the **vehicle** at the **roadside**, we will re-unite it with **your** caravan or trailer up to a maximum of 75 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;
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 **vehicles** if it is just **your** caravan or trailer that **breaks down**;
5. We will not re-unite **your vehicle** with **your** caravan or trailer if it is on private land to which we do not have permission to access;
6. Any **breakdown** as a result of the towing mechanism that was damaged prior to the **breakdown** due to a **road traffic collision** or improper maintenance. We will however recover the **vehicle** and any caravan or trailer attached to it to a layby or service station in order to make sure **you** are safe.

## Section B - At Home (optional - see your schedule)

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

### Covered

We will provide the same cover as parts 1 and 2 under the "Covered" part of Section A (Roadside) if **your vehicle**, caravan or trailer **breaks down** at, or within ¼ mile from, **your home**.

### Not covered

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

## Section C – Recovery including Arrival Return and Follow on Recovery (optional - see your schedule)

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

### Covered

1. If we are unable to repair the **vehicle**, caravan or trailer under section A (Roadside) and **you** are at least ¼ mile away from **your home**, we will provide the following services from the **breakdown** location:
  - a. recover the **vehicle** and **passengers** to a single destination of **your choice**. If **you** are towing a caravan or trailer, we will take it to a location of **your choice** up to 75 miles from where we towed the **vehicle**. This service is also available if **your vehicle** has been reunited under Section A 3: or
  - b. if the **vehicle** is driveable, recover the caravan or trailer to a single destination of **your choice**; or
  - c. If **you** are on a trip which is over 48 hours, we can recover **your vehicle**, caravan or trailer to **your campsite**. If the **vehicle**, caravan or trailer cannot be repaired during **your trip** we will provide further help to **you** as described in part 1a above, from **your campsite**.
2. Where **you** request a recovery under this section, we will:
  - a. pay for **specialist resource** to recover the **vehicle**, caravan or trailer if we require it, providing it is not on private land. If a locksmith is required you will need to pay for this; and
  - b. transport any scooter or motorbike that was also being legally towed at the time **your vehicle broke down**.

For long distances we may use more than one recovery vehicle.

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

### Not covered

1. Please see the "Not covered" part of Section A (Roadside), which also applies here;
2. Any tow destination which is outside the **UK**;
3. Where **you** are towing a suitable alternative vehicle, we will not provide recovery for **you**, **your passengers** or the towed vehicle;
4. 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;
5. A second recovery owing to the intended original destination being closed or inaccessible.

## Section D – Onward Travel (optional- see your schedule)

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

### Covered

If **we** attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix **your vehicle** or caravan on the same day, **we** will help **you** by making arrangements to allow **you** to continue **your journey** based on **your** circumstances and subject to availability.

1. If **your vehicle** has broken down, **you** can choose either:
  - a. Hire car;
  - b. Alternative transport; or
  - c. Overnight accommodation.
2. If **your broken down vehicle** is a motorhome, or if **your vehicle** and caravan are both **broken down**, and **you** have no suitable overnight accommodation as a result, **you** can choose:
  - a. Hire car; and
  - b. Overnight accommodation;
3. If it is just **your** caravan that has **broken down**, and **you** have no suitable overnight accommodation as a result, **we** will provide:
  - a. Overnight accommodation only.

### 1. Hire car

#### Covered

Please see Hire car terms on page 8.

**We** will arrange a hire car for up to 72 hours or until **your vehicle** has been fixed if sooner.

If **you** arrange **your** own hire car in line with the Hire car terms on page 8, **we** will **reimburse you** up to £35 a day.

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

### 2. Alternative transport

#### Covered

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

### 3. Overnight accommodation

#### Covered

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

### 4. Assistance in a medical emergency

#### Covered

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

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

#### Not covered

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

## Section E: Courtesy Car (optional- see your schedule)

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

### Covered

If **we** recover **your vehicle** under Sections A (Roadside) or B (At Home) and it cannot be fixed on the same day **we** will arrange a hire car for up to 72 hours. Please see Hire car terms on page 8.

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

## Section F: 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 in Limits of Cover on page 8.

**Your schedule** will specify whether this cover is personal or vehicle based. Cover is available for **vehicles** where specified on **your schedule**.

### Covered

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

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

#### Not covered

1. Batteries that need to be fitted by a manufacturer or dealer;
2. Electric or hybrid vehicles, motor homes, kit cars, quad bikes, modified or imported vehicles;
3. A **breakdown** caused by an incorrect or incorrectly fitted battery; or
4. Batteries that have been misused or abused.

## Section G: 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 in Limits of Cover on page 8.

Your schedule will specify whether this cover is personal or vehicle based. Cover is limited to the amount shown on your schedule in any one policy year.

### Covered

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

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

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

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

### Important

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

### Not covered

1. Damage caused by incorrect maintenance of your vehicle such as tyre pressure, wheel alignment, tyre tread below the legal limit, defective steering or suspension;
2. Tyres that have failed due to faulty manufacture;
3. Costs that can be claimed back by any other insurance or warranty;
4. Damage caused by wear and tear, previous damage or misuse;
5. Tyres on a motorhome, kit car, motorcycle, quad, trike or trailer, imports or a vehicle that has been modified from the manufacturer's specification; and
6. The removal and refitting of a tyre fitted with an aftermarket safety band (such as a Tyron safety band) if to do so requires specialist resource.

## Section H: European Breakdown Cover (optional – see your schedule)

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

## Section H1: Onward Travel in the UK

### Covered

If we are unable to repair the vehicle under Section A at the roadside, we will, limited to the maximum amount set out in your European schedule, provide the following services:

1. If you have not yet started your journey and you are within the timescale set out in your European schedule, arrange a hire car to use:
    - a. whilst your vehicle is being fixed; and
    - b. for use on your journey if it cannot be fixed by your planned departure date;
- OR
2. If you have already started your journey, arrange a hire car to use:
    - a. for the continuation of your journey; or
    - b. whilst you wait for your vehicle to be fixed in the UK, and provide bed and breakfast accommodation if you need it.

We will also transport one person to our nearest supplier to collect the hire car.

Please see Hire car terms on page 8.

## Section H2: Roadside assistance in Europe

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

### Covered

If your vehicle, caravan or trailer breaks down in Europe during a journey, we will send help to either:

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

If we require specialist resource to recover the vehicle, caravan or trailer, and where it is not on private land, we will pay up to a maximum of £2500 per policy year.

### Not covered

1. Repair costs if the vehicle, caravan or trailer repair costs will be more than its market value;
2. The cost of any parts.

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

## Section H3: Onward travel in Europe

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

### Covered

If **your vehicle**, caravan or trailer **breaks down** during a **journey in Europe** and we establish that the repairs cannot be completed within 6 hours or the nearest local garage is closed, we will help **you** by making arrangements for the **passengers** to continue the **journey**. **You** can choose, based on **your circumstances** and subject to availability:

1. A Hire car or Alternative transport;  
AND
2. Additional accommodation expenses or Campsite fee reimbursement.

### Not covered

The cost of transporting **you** and **your passengers** to collect **your** hire car, getting to a station or travel to **your** hotel.

Cover under this section will stop once:

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

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

### 1. Hire car

#### Covered

A hire car as a replacement until **your vehicle** has been fixed, up to the limits in this **policy and European schedule**.

Please see Hire car terms on page 8.

### 2. Alternative transport

#### Covered

A standard class ticket up to the limits in this **policy and European schedule** for travel by air, rail, taxi or public transport if **you** are unable to use **your vehicle**.

### 3. Additional accommodation expenses

#### Covered

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your pre-arranged accommodation** up to limits in this **policy and European schedule**.

#### Not covered

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

### 4. Campsite fee reimbursement

#### Covered

If **you** are towing a caravan or trailer tent at the time **your vehicle breaks down**, we will take **your** caravan or trailer tent to a campsite of **your** choice up to 120km from the garage to which **we** towed **your vehicle**.

We will also reimburse **you** for the cost of the campsite fees up to the limit shown on **your European schedule**.

#### Not covered

Reimbursement of campsite fees where:

- a. **you** have suitable alternative accommodation **you** can use; or
- b. **you** have pre-booked a campsite within 120km of the garage

## Getting your passengers home

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

1. **Your vehicle** is brought back **home** under Section H4 (Getting your vehicle, caravan or trailer home); or
2. If **your vehicle** has to be disposed of abroad under Section H4 (Getting your vehicle, caravan or trailer home).

## Section H4: Getting your vehicle, caravan or trailer home

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

### Covered

If we attend a **breakdown** in **Europe** under Section H2 (Roadside assistance in Europe) and the **vehicle**, caravan or trailer cannot be repaired before **your** planned return to the **UK**, we will arrange and pay for:

1. Recovery of the **vehicle**, caravan or trailer to a single destination of **your** choice within the **UK**; and
2. Storage charges for the **vehicle**, caravan or trailer whilst waiting for it to be returned to the **UK**; or
3. If the **vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport and a contribution towards room only accommodation up to £50 per day; or
4. If the **vehicle**, caravan or trailer has to be disposed of abroad under Customs supervision as a result of a **breakdown**, we will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once we have brought **passengers home** under Section H3 (Onward Travel in Europe) until **your vehicle** is brought back to the **UK**, up to the amount set out in **your European schedule**.

It is **our** decision whether to get **your broken down vehicle**, caravan or trailer **home** or have it repaired locally.

#### Not covered

1. Any costs:
  - a. covered under **your** motor insurance; or
  - b. relating to storage once **you** have been notified that **your vehicle**, caravan or trailer is ready to collect.
2. We will not take the **vehicle**, caravan or trailer back **home** if:

- a. it is roadworthy; or
  - b. a customs officer or other official finds any contents in **your vehicle**, caravan or trailer that are not legal in that country.
3. Any import duties not relating to the **vehicle**, caravan or trailer, for example relating to items carried inside.
  4. **We will not cover the costs of fuel, insurance or meals.**

#### **Important**

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

## Section H5: Vehicle break-in emergency repairs

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

#### **Covered**

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

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

#### **Not covered**

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

## Section H6: Replacement driver

#### **Covered**

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

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

#### **Not covered**

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

## Section H7: European Legal Care

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

### Uninsured loss recovery

#### **Covered**

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

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

#### **Not covered**

**Legal costs** if **your uninsured losses** include a claim for personal injury compensation and **our legal representative** assesses, in their reasonable opinion that **your case** would fall under the Small Claims Track of the County Court, or equivalent outside of England and Wales.

### Legal defence

#### **Covered**

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

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

#### **Not covered**

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

### Travel costs

#### **Covered**

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

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

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

### Conditions for European legal care

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

## Additional services

Please note: **You** must have purchased Section H (European Breakdown Cover) in order for assistance to be provided in **Europe**.

### In the UK

1. If **your vehicle**, caravan or trailer cannot be driven for a reason other than a **breakdown** or **road traffic collision**, for example if you have a **driver induced fault**, **we** will send help.  
If **we** cannot get **you** going again, **we** will recover the **vehicle**, caravan or trailer and **passengers** up to 10 miles. Any equipment, parts, **specialist resource** or locksmith services required by **us** to repair or arrange the recovery of the **vehicle**, caravan or trailer will be chargeable except in the case of recovery from snow, mud, flood or sand as described under services in the **UK & Europe** below.
2. If **your vehicle** or caravan has a faulty leisure battery, **we** can help **you** source and fit a replacement, if one is available. This service will be for an additional charge which **we** will agree with **you** in advance.

### In Europe

If **your vehicle**, caravan or trailer cannot be driven due to the following reasons, **we** will attend and provide recovery to a local garage but will not pay for **specialist resource**:

1. a **road traffic collision**;
2. if **your vehicle** has run out of fuel (or charge in an electric **vehicle**);
3. if **your vehicle**, caravan or trailer has a flat tyre. If the local garage is closed or does not have a tyre for **your vehicle** in stock, requiring it to be ordered, **we** will provide Additional accommodation expenses under section H3; and
4. if **your** keys are lost, stolen, broken or locked in the **vehicle**. **We** are not liable for any damage caused in getting them out, for example if **we** have to break a window.

### In the UK & Europe

1. If **you** have a diesel **vehicle** and by mistake put petrol in it **we** will send help to:
  - a. Drain, flush and clean out the fuel system;
  - b. Add up to 10 litres of diesel, or enough to get **you** to the nearest filling station; and
  - c. Dispose of the contaminated fuel.

Please note: **we** may need to tow **your vehicle** to a local garage and then to the nearest filling station in order to provide this service.

In the **UK** only, if this does not get **your vehicle** going again and **you** have Section C (Recovery) shown on **your schedule**, **we** will recover the **vehicle**, caravan or trailer and **passengers** to a single destination of **your** choice within the **UK**. For long distances **we** may use more than one recovery vehicle.

If **your vehicle**, caravan or trailer gets stuck in snow, mud, flood or sand **we** will attend and assist **you** if it is safe for **us** to do so. If required, **we** will



also pay for **specialist resource** to recover **your vehicle**, providing it is not on private land, up to a maximum of £2500 in **Europe** (no limit in the **UK**). **We** will not pay for locksmiths.

2. **We** may provide additional services that are not included in **your policy** but **we** will charge **you** for these, for example to:
  - a. Pay for **specialist resource** to complete the repairs;
  - b. Extend the hire time for a replacement car; or
  - c. Arrange a second or extended recovery.

**We** will agree the costs up front and will need full payment before **we** can help. If **you** are shown as the Lead Member on the **schedule**, **you** will be responsible for any additional charges, so if **we** help someone under **your policy** and they cannot pay, **we** will invoice **you**. This is why **we** request proof of identity at the scene. **You** are not entitled to benefits under any other section of this **policy**.

## General Conditions

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

1. **You** must pay **your** premium;
2. **You** must request services directly from **us**. **We** will only provide cover if **we** make arrangements to help **you**, or if **you** make arrangements that **we** have agreed in advance;
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your policy** will not cover this;
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair;
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover;
6. If **your policy** is personal based **you** must be with the **vehicle** at the time of **breakdown** and when **we** attend. For both personal and vehicle based policies there must be a driver with the **vehicle** when **we** attend;
7. **You** are responsible at all times for the care of **your** personal belongings, valuables, luggage, goods, **vehicles**, and boats, in or on a **vehicle**, caravan or trailer. **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. Any animals can remain in **your vehicle** at **your** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport livestock. **We** will not be responsible for any costs relating to animals;
10. The **vehicle** must not carry more **passengers** than the number stated in the vehicle's Registration Document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat;
11. Where **we** provide service under this **policy**, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility;
12. **We** will not be responsible for any losses that **you** incur following a **breakdown** that are not expressly covered by this **policy**. For example **we** will not pay for any loss of earnings or missed appointments;
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage, whether an **approved garage** or not, and the contract for such repairs will be between **you** and the garage / repairer.
14. During extreme weather, riots, war, civil unrest and industrial disputes, **our** services can be interrupted. **We** will resume **our** service to **you** as soon as **we** can in these circumstances.
15. The cost of the following is not covered by this **policy**:
  - a. **specialist resource** except as described in Sections C, H2 and Additional Services;
  - b. tolls, ferries or congestion charges for **your vehicle** and **our** vehicle;
  - c. any damage to glass even if the damage means **you** cannot legally or safely drive. **We** will arrange transport to a local garage so **you** can arrange to get **your vehicle** fixed but **you** will have to pay for this;
  - d. spare tyres and wheels and repairing or sourcing them, except under Section G (Tyre replace);
  - e. recovery by someone other than **RAC**. If the emergency services, local authority or any government agency are handling the **breakdown**, **we** will only attend and provide recovery once instructed to do so by them.
16. In handling **breakdown claims** there may be more than one option available to **you** under this **policy**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times;
17. This policy does not cover:
  - a. routine servicing, maintenance or assembly of **your vehicle**;
  - b. **breakdowns** resulting from activities 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;

- c. **breakdowns** that occur off the public highway to which **you** or **we** have no legal access;
  - d. **your vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
  - e. **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
  - f. any **claim** that is or may be affected by the influence of alcohol or drugs;
  - g. any **claim** under this **policy** where the **breakdown** was first reported to **us** under a different membership;
18. If **you** are asked to review and approve a document recording the condition of **your vehicle**, including an electronic form, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions;
19. Where **we** arrange a hire car, taxi, hotel or similar benefit under this **policy**, **we** will always try to find a suitable option that is available at the time, however:
- a. **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
  - b. for hire cars, whilst we use reputable companies, **we** are unable to and cannot be responsible for checking the condition of each **vehicle** or the quality of service provided by each company;
20. Any **claim** which **you** could make under any other insurance policy. If the value of **your claim** is more than **you** can recover under another policy **we** may pay the difference, subject to the limits as set out in this **policy** and the **schedule**.

## Conditions specific to travel in Europe

1. **You** must be a permanent resident in the **UK** during the **policy period**;
2. **Claims** made more than 24 hours after the **breakdown** may be declined in part or completely;
3. This **policy** does not cover:
  - a. **vehicle** storage charges, other than under Section H5 (Getting your vehicle, caravan or trailer home);
  - b. the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
  - c. overloading of a **vehicle**, caravan or trailer under the laws in any country in which **you** are travelling;
  - d. **breakdowns** in **Europe** caused by running out of oil or water, frost damage or rust or corrosion;
  - e. any **claim** for any repairs which are not essential in order to continue the **journey**;

4. **You** must make sure the **vehicle**, caravan or trailer meets all relevant laws of the countries **you** visit during a **journey**;
5. How **we** calculate the exchange rate:
  - a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time;
  - b. Costs incurred by **you** in a currency other than GBP which are recoverable from **us** will be converted to GBP either:
    - i. at the exchange rate used by **your** credit or debit card provider; or
    - ii. at the exchange rate used by **us** when **we** receive **your** claim form if **you** paid in cash;
6. If **your vehicle** needs to be repaired following a **breakdown**, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under Section H3 (Onward travel in Europe) or Section H4 (Getting your vehicle, caravan or trailer home).

## Included benefits

The following are provided at no additional charge:

### Accident care

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

### Post-accident assistance

Call **us** straight from the scene on 0330 159 0509 and **we** can give **you** help and advice on:

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

### Road traffic collision assistance

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

### Telephone legal helpline

This is open to all Camping and Caravan Club members 24 hours a day, seven days a week all year round. **You** can contact **us** on 0330 159 8601.

**We** will give **you** initial advice on any personal legal matter within the **UK**. Where possible, **we** will advise what **your** legal rights are, the options available to **you** and how best to implement them. **You** may need



a lawyer, in which case **we** will let **you** know. **We** are unable to provide:

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

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

## Key Return

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

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

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

## Service in the Republic of Ireland

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

## Urgent Message Relay

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

## Replacement Driver

If **you** 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. 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.

## Cancellation of your policy

### Your right to cancel

**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. **We** will only cancel **your** policy when authorised by the Lead Member as shown on **your** schedule.

If **you** do this, **we** will cancel the **policy** with immediate effect from the day **you** request it and **we** will refund **your** premium in full, unless **you** have made a **claim**.

If **you** cancel after the cooling off period, **we** will refund **your** premium, less an amount to reflect the

time **you** have already been covered. However:

- a. **You** will not receive any refund if **you** have made a **claim** during the **policy** period; and
- b. **We** will not refund any arrangement and administration fee **you** have paid.

The amount of the arrangement and administration fee will be shown on **your** policy schedule.

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

### Our right to cancel

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

## Misuse of your policy

**You** must not:

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

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

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

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

## Renewing your policy

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

## Annual review of a continuous policy

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

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

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

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

## Automatic renewal

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

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

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

## Upgrading your policy

If **you** wish to upgrade **your policy**, please contact Customer Services to discuss **your** options on the available products.

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

## Changes to your details

**You** must let **us** know immediately if **you** need to change anything on **your policy** including the **schedule**. **We** will only make changes when authorised by the Lead Member as shown on **your schedule**. **You** will be sent a revised **schedule**.

**We** can be contacted by phone, post, or email. Please see Contact information on page 20.

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

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

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

## Complaints

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

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

	Phone	In writing
Breakdown related complaints	0330 159 0337	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare @rac.co.uk
Telephone legal helpline related complaints	0330 159 0610	Legal Customer Care (Address as above) legalcustomercare @rac.co.uk

If **you** are unhappy with **our** services relating to Part 2 of this policy booklet such as sales, arrangement and administration of **your policy**, please see page 18.

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

## Financial Ombudsman Service

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

0800 023 4567 / 0300 123 9123  
complaint.info@financial-ombudsman.org.uk  
www.financial-ombudsman.org.uk

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

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

## Legal Ombudsman Service / Claims Management Regulator

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

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

Telephone: 0333 200 0110  
Email: [contactus@claimsregulation.gov.uk](mailto:contactus@claimsregulation.gov.uk)  
[www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk)

The Legal Ombudsman Service  
PO Box 6806  
Wolverhampton  
WV1 9WJ

Telephone: 0300 555 0333  
Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
[www.legalombudsman.org.uk/cmc](http://www.legalombudsman.org.uk/cmc)

## Financial Services Compensation Scheme

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

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](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.

## Part 2 – Arrangement and administration contract

### RAC arrangement and administration contract

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

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

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

#### 2. Who owns and regulates RACFS?

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

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

#### 3. Which companies does RACFS deal with?

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

#### 4. What services does RACFS provide?

RACFS provides the following services to you:

##### Arranging breakdown cover:

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

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

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

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

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

##### Administering breakdown cover:

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

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

If you wish to change the type or level of cover, RACFS will provide you with information to help you make a decision and will arrange any changes to the policy with RACMS and RACIL, including arranging any additional payments for the change in cover and

issuing any relevant policy documentation and card(s).

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

##### 5. How can you contact RACFS?

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

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

If you are unhappy with the services relating to Part 1 of this policy booklet such as services at or following a breakdown, or for included benefits, please see page 18.

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

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

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

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

If this arrangement and administration contract is cancelled or terminated by you as a result of you cancelling your RAC Arrival membership during the

cooling off period - being the 14 day period following the later of:

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

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

### 7. Risk of insolvency

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

### 8. Matters outside RACFS's reasonable control

**RACFS** will not provide any service under this arrangement and administration contract if it is prevented from doing so in circumstances beyond its reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances **RACFS** will take steps to prevent or minimise the effects of such circumstances on its services.

### 9. Exclusion of RACFS' liability

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

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

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

### 10. What to do if you have a complaint

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

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

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

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

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

Further information about FSCS arrangements is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

### 12. Use of English law and language

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

## Your Data

This section provides a short summary of how **we** collect and use **your** data. 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.

These terms apply to both contracts in this policy booklet: Part 1 - Breakdown policy and Part 2 - Arrangement and administration contract.

### What is your data?

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

1. Personal data is information **we** hold on **our** records which identifies **you**. This includes **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, when **you** apply for RAC membership through **our** website or over the phone, 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:

1. Call **our** Customer Service Team:  
0330 159 0360; or
2. Email **us**:  
[breakdowncustomercare@rac.co.uk](mailto:breakdowncustomercare@rac.co.uk); or
3. Write to **us**:  
Freepost RTLA-HZHB-CESE  
RAC Financial Services Limited  
Customer Services Team  
PO Box 586  
Bristol  
BS34 9GB

## Arrival European Breakdown Schedule

Please read this document together with your policy terms and conditions if you have purchased European Breakdown Cover.

Section names in policy booklet	European Breakdown Cover
Limits of cover	Up to 5 claims per policy period
Onward travel in the UK	<p><b>Option 1:</b> a hire car for up to 23 days, or if you are not eligible for our hire car a reimbursement limit of up to £125 per day, up to a maximum of £3,000 if you breakdown up to 7 days prior to your planned departure date.</p> <p><b>OR</b></p> <p><b>Option 2a:</b> hire car as per the above limits</p> <p><b>OR</b></p> <p><b>Option 2b:</b> 3 nights accommodation up to £125 per person per night up to an overall maximum of £1500 and a small hatchback for 3 days up to £125 per day up to a maximum £375</p>
Roadside assistance in Europe	Garage labour charges up to £150
Onward Travel in Europe	<p><b>Hire car OR Alternative transport limit:</b> up to £125 per day, up to a maximum of £3,000</p> <p><b>AND</b></p> <p><b>Additional accommodation expenses (including breakfast) OR Campsite fee reimbursement:</b> up to £100 per person per day, up to an overall maximum of £1,200</p>
Getting your vehicle, caravan or trailer home	<p>No limit on the cost of repatriation</p> <p>Hire car up to £40 per day for 14 consecutive days</p>
Vehicle break in emergency repairs	Up to £180

# Legal Care Plus Breakdown Extra Booklet

**Terms and conditions applying to this  
breakdown extra**

**PLEASE READ WITH YOUR ARRIVAL POLICY BOOKLET  
AND KEEP FOR YOUR RECORDS**



## Contact Information

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

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

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

## Important information about Legal Care Plus

1. This booklet should be read as if it is included in Part 1 of **your** RAC Breakdown Cover – UK Membership booklet. Part 2 – Arrangement and Administration Contract also applies.

2. Legal Care Plus is intended to provide cover for the costs of:
- making a **claim** for **uninsured losses** against a person who is at fault for an **accident** or **road traffic collision**;
  - defending a motoring prosecution in a magistrates' court;
  - making a **claim** relating to a problem with the supply of goods or services to **you**, as a consumer, relating to a motor vehicle; and
  - travel expenses if **you** need to travel to **Europe** to attend court or a medical examination as part of (a) or (b).

It meets the demands and needs of those who wish to ensure such risks are met now and in the future.

3. All general terms that apply to **your** UK Membership booklet will also apply to this section, including:
- General Conditions
  - Cancellation of your policy
  - Misuse of your policy
  - Renewing / Upgrading your policy
  - Changes to your details
  - Complaints – please use the contact details for “Telephone Legal Helpline”
  - Your Data
4. Definitions – **we** will let **you** know if any words in this booklet have:
- Different meanings to those in **your** UK Membership booklet; or
  - Unique meanings to this Legal Care Plus section.

5. There is no limit to the number of **claims** **you** can make in any **policy period**. The amount that is covered for certain types of **legal claim** or for certain sections are set out in this booklet.
6. If **you** have purchased Legal Cover as part of another **RAC** product, for example European Legal Care, please note **you** can only **claim** under one of these products for **your legal claim**. The limits of cover contained in the product **you** choose will apply.

## Definitions applying to Legal Care Plus

Any words in bold in this document have special meanings.

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

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

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

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

“**legal costs**” means:

- the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by **you** and agreed by **us** in pursuing or defending a **legal claim**; and/or

2. the reasonable costs of a third party for which **you** are ordered to pay by the court or are agreed by **us** and which are incurred in connection with **legal proceedings**;

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

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

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

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

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

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

**"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 claim. A copy of these terms can be requested by contacting **us**;

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

## Your Legal Care Plus Cover

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

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

## Uninsured Loss Recovery

### What is covered

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

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

## Legal Defence

### What is covered

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

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

### What is not covered

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

## Travel Costs

### What is covered

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

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

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

## Motor vehicle consumer disputes

### What is covered

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

1. Provide **you** with help and advice (under the Telephone Legal Helpline below). **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;
2. Put **you** in touch with **our legal representative**, who will assess **your** case; and
3. If **our legal representative**, in their reasonable opinion, agrees **your legal claim** has a 51% or greater chance of succeeding, cover **you** for **legal costs**, up to a maximum of £10,000 per **legal claim**, incurred by **our legal representative** in claiming compensation.

### What is not covered

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

## Telephone Legal Helpline

### What is covered

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

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

### What is not covered

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

## Special Conditions

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

1. **Legal claims** can be complex and technical. **You** must follow **our** advice to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice or that of the **legal**

**representative**, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;

2. **We** will not provide cover for appeals;
3. **We** will not cover **legal costs**:
  - a. that have not been agreed by **us** or were incurred prior to **us** accepting the **legal claim**;
  - b. for **legal claims** arising from:
    - i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle** apart from any **claim** under Motor vehicle consumer disputes; or
    - ii. a **road traffic collision** occurring during a race, rally or competition;
4. **We** may withdraw cover if at any point **your legal claim** has less than a 51% chance of succeeding;
5. **You** must always keep any losses **you** incur to a minimum. Ensure **you** take steps to prevent any loss in the first place and do not do anything that could unnecessarily increase **your** losses or prejudice **your legal claim**. If **you** do not, **we** may not cover **you** and it may affect **your** ability to **claim**. Please speak to **us** if in doubt;
6. **You** must notify **us** of all offers to settle **your claim**. **We** may withdraw cover if **we** have not provided written authorisation to accept or reject an offer to settle **your claim**;
7. **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;
8. 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;
9. If **you** have a dispute with **us** or complaint about the service provided by **us** or a **legal representative** **we** appoint, please let **us** know using **our** complaints procedure. Please note however, this **policy** will not cover any advice or **your legal costs** in connection with this or any **claim** against **us**; and
10. **We** may decide not to issue **legal proceedings**, but instead pay **you** directly for **your legal claim**, for example, where the **legal costs** are greater than the value of **your legal claim**;
11. If **you** have legal expenses cover with a provider other than **RAC**, **we** will not provide cover if the claim under this **policy** is covered under **your** other insurance.

RAC Legal Care Plus is arranged and administered by RAC Financial Services Ltd (Registered No 05171817) and provided by RAC Insurance Ltd (Registered No 2355834). Registered in England; Registered Offices: RAC House, Brockhurst Crescent, Walsall WS5 4AW. RAC Financial Services Ltd is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities. RAC Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. (IM.LCP.POL4.0719.CRS-309).

ARR.COMB.0719.CRS-376