

# 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 Tynetalk on 0800 731 1173 or text us on 07855 82 82 82	

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.

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

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>In the UK, we will attend a road traffic collision involving your vehicle or caravan or trailer attached to it, and offer to recover it</li> <li>In Europe, we will attend your vehicle or caravan or trailer attached to it and recover it to a local garage</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 collision 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

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

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

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

### Important change for renewing customers

Since last year, **we've** made the following change to **our** terms and conditions.

### Cancelling your policy if you have used service

Previously **we** gave no refund if **you** cancelled **your** membership having used service. **We** have improved this term in **your** favour, and now **you** may be entitled to a partial refund. Please refer to the Cancellation section of **your** policy booklet for full details.

## 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>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> <b>Breakdown line only</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. The cause of the **breakdown**, if **you** know it
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. Identification, such as a bank card or driving licence
7. **Your** credit card, for some breakdown extras or if **you** need 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.
3. If **you** have European Breakdown cover and are driving in Europe, **you** must take **your** V5C (vehicle log book), or VE103 (vehicle on hire) certificate with **you**. **We** will also require this if **you** **break down** in **Europe** and need **us** to bring **your** vehicle back to the **UK**.

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

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

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

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## Your policy

Your RAC Arrival membership consists of:

1. **A breakdown policy** – Part 1 of this booklet – 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 of this booklet as well as providing the Included Benefits and Additional Services; 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** – Part 2 of this booklet – a contract for services between you and RAC Financial Services Limited (RACFS) as arranger and administrator. 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, 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, Melilla and the Canary Islands), 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);

### **“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** or **towed vehicle**, 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 length of time for which **your policy** is in force from the **start date** as shown on **your schedule**;

### “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** (or **Europe** if **you** have Section H - European Breakdown cover) 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, tractor, locksmith or lifting equipment for modified vehicles with lowered suspension;

### “start date”

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

### “towed vehicle”

Please see **your schedule** for the type of policy you have.

1. For Trailer **policies** means a trailer that is less than 1.75m high that is being towed by the **vehicle** at the time of the **breakdown**.
2. For all other **policies** means any caravan, trailer or vehicle that is being towed by the **vehicle** at the time of the **breakdown**.

In all cases, the **towed vehicle** must meet all legal requirements for the country you are driving in.

### “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**” The vehicles you are covered for will be shown on **your schedule**.

1. For Caravan, Campervan or Trailer **policies**, means a UK registered motorised vehicle that is less than 3.5 tonnes.
2. For Motorhome and all other **policies** means any UK registered motorised vehicle, with no size or weight restrictions.
3. All vehicles must be insured and hold valid tax and MOT (unless exempt).
4. 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** and **towed vehicles**. It meets the demands and needs of those who wish to ensure the risk of the **breakdown of vehicles** and **towed vehicles** is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the **breakdown of vehicles** are met.
- Some sections of cover are optional. The ones you have chosen are listed on **your schedule**. Please make sure this is correct.
- There are general conditions set out on page 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**. All members must live at the same home address.
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.

## How long am I covered for and how many claims can I make?

The period **you're** covered for and the number of **claims you** can make will be shown on **your schedule** and **European schedule**.

## Monthly – continuous policies

If **you** have a monthly continuous **policy**, cover will start on the **start date** and be automatically renewed every month. **Your claim** entitlement will be shown on **your schedule** and **European schedule**, this will set out how many **claims you** can make between **your start date** and review date.

If **you** reach **your claim** entitlement before **your** review date, **we** will let you know and **your policy** will come to an end at the end of the month, as **you** will no longer be eligible to **claim**.

## All other policies

If **your policy period** is 24 months or less, **your claim** entitlement will run from the **start date** to the **renewal date**, which will be 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. if **you** have purchased Recovery (section C), Onward Travel (section D), or European Breakdown (section H), these will not be available to use during the first 24 hours of the initial **start date**, or the date **you** upgrade to that section;
  - c. for sections F and G, no **claim** is permitted if the event giving rise to the **claim** occurs prior to or within 14 days of:
    - i. the initial **start date** of the **policy**;
    - ii. any upgrade to one of these sections; or
    - iii. changing **your vehicle** if the section applies to **your vehicle** only.
  - d. in order to make a **claim** under sections C to G, **we** must have first attended under Section A (Roadside) or B (At Home);
  - e. 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 amount that is covered:
  - a. for certain types of **claim** or for certain sections, as set out in this **policy** (these terms and conditions, **your schedule** and **your European schedule**).

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

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

## 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 **you** 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 **towed vehicles** in addition to the **vehicle**. **We** cannot arrange replacement caravans or trailers however, 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 **towed vehicle** while it is being repaired. For **breakdowns** in **Europe**, it may be necessary to bring the **towed vehicle** 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 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. Provided **we** have agreed the cost beforehand, **we** will reimburse **you** up to the limits in Section D, Section E or **your European Schedule**, as appropriate;

- 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

- We will not provide any specific car type, model or accessories;
- 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;
- Any cost of:
  - fuel and collection of the car hire and any fuel used; or
  - fuel while using the car hire; or
  - any insurance excess and additional costs.

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

#### Covered

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

- Repair**  
Send help to repair it at the roadside. This could be a permanent or temporary repair; or
- Recover**  
If we are unable to repair it at the roadside, we will recover the vehicle and towed vehicle (or just the towed vehicle if the vehicle is driveable) and passengers to:
  - an approved garage; or
  - another local garage; or
  - a destination of your choice.
 up to a maximum of 10 miles from the breakdown location; or
- Re-unite**  
If we are unable to repair the vehicle at roadside and you left your towed vehicle at a campsite no more than 75 miles away, we will recover the broken down vehicle back to your campsite.

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

- The cost of any parts;
- The fitting of parts, including batteries, supplied by anyone other than us;
- Any breakdown resulting from a fault that we have previously attended and:
  - the original fault has not been properly repaired; or
  - you have not followed our advice after a temporary repair;
- Recovery for vehicles if it is just your towed vehicle that breaks down;

- We will not re-unite your vehicle with your towed vehicle if it is on private land to which we do not have permission to access;
- 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 towed vehicle 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)

#### Covered

We will provide the same cover as parts 1 and 2 under the “Covered” part of Section A (Roadside) if your vehicle, or towed vehicle, 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)

#### Covered

- If we are unable to repair the vehicle or towed vehicle under section A (Roadside) or Section B (At Home), we will provide the following services:
  - Recovery**  
Recover the vehicle and towed vehicle (or just the towed vehicle if the vehicle is driveable) and passengers to a destination of your choice within the UK; and
  - Follow-on Recovery**  
Take the towed vehicle to a separate location up to 75 miles from where we towed the vehicle (for example, if your vehicle is taken to a garage, you may wish for your towed vehicle to be taken home or to a storage site); OR
  - Arrival Return**  
If you are on a trip of at least 48 hours and we:
    - Reunited your vehicle with your towed vehicle under Reunite section A; or
    - Recovered your vehicle and towed vehicle to a campsite or caravan site under 1 a above;
 then if you can't get your vehicle repaired during your trip we will provide Recovery and Follow on Recovery, as above, from your campsite.
- Where you ask for a recovery under this section, we will:
  - pay for specialist resource to recover the vehicle or towed vehicle 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**.

Please note: for long distances, we may use more than one recovery vehicle.

#### 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)

#### Covered

If we attend a **breakdown** under Sections A (Roadside) or B (At Home), and cannot fix **your vehicle** or **towed vehicle** 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 campervan or motorhome, or if **your vehicle** and **towed vehicle** 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 towed vehicle** that has **broken down**, and **you** have no suitable overnight accommodation as a result, for example, if **your towed vehicle** is a caravan or trailer tent, 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.

## Assistance in a medical emergency

#### Covered

We will also help if **you** or one of **your passengers** suddenly or unexpectedly falls ill or is injured 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)

#### Covered

If we recover **your vehicle** under Section 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.

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**.

## 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 limited to the amount shown 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 garage;
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;
4. Batteries that have been misused or abused; or
5. Any **breakdown** relating to a fault that we have already attended and
  - a. the original fault has not been properly repaired; or
  - b. you have not followed our advice after a temporary repair.

## Section 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 on page 8.

If your vehicle is within ¼ mile of your home, you must have cover under section B (At Home) in order to make a claim.

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

#### Covered

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

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

#### Please note:

- One tyre equals one claim. If we authorise the replacement of two tyres it will be two claims.
- You will only be covered for the damaged tyre, even if it is recommended that another tyre is replaced at the same time.
- A claim under this section will be counted against your breakdown claim entitlement.
- If your vehicle cannot be driven due to malicious damage, you must report the incident to the police first and obtain a crime reference number before we will provide cover under Tyre Replace.

- On rare occasions the use of our approved tyre network may not be possible, so you may need to purchase your replacement tyre yourself and utilise the reimbursement process on page 6. You will need to obtain our prior authorisation and the amount covered is set out in your schedule.

#### Not covered

1. Damage caused by a road traffic collision;
2. Damage caused by incorrect maintenance of your vehicle such as tyre pressure, wheel alignment, tyre tread below the legal limit, defective steering or suspension;
3. Tyres that have failed due to faulty manufacture;
4. Costs that can be claimed back by any other insurance or warranty;
5. Damage caused by wear and tear, previous damage or misuse;
6. Tyres on a motorhome, kit car, motorcycle, quad, trike or trailer, imports or a vehicle that has been modified from the manufacturer's specification;
7. Towed vehicles; and
8. 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)

### Section H1: Onward Travel in the UK

#### Covered

If we are unable to repair the vehicle under Section A at the roadside or section B at home, 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, or towed vehicle, breaks down in Europe during a journey, we will send help to either:

1. 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:
  - a. recover the vehicle, or towed vehicle, 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, or towed vehicle, and where it is not on private land, we will cover this up to the limit shown on your European schedule.

### Not covered

1. Garage labour charges if the vehicle or towed vehicle repair costs will be more than its market value;
2. The cost of any parts;
3. Any locksmith costs.

### Please note:

- By claiming under this section you are authorising us and the garage to undertake fault diagnosis.
- On rare occasions we may not be able to attempt to repair the vehicle at the roadside. Instead we will recover the vehicle and passengers to a local garage to enable us to provide cover under this section.

## Section H3: Onward travel in Europe

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

### Covered

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

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

### 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, or towed vehicle, home); or
2. If your vehicle has to be disposed of abroad under Section H4 (Getting your vehicle, or towed vehicle, home).

## Section H4: Getting your vehicle, or towed vehicle, 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, or towed vehicle, cannot be repaired before your planned return to the UK, we will arrange and pay for:

1. Recovery of the vehicle, or towed vehicle, to a single destination of your choice within the UK; and
2. Storage charges for the vehicle, or towed vehicle, 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, or towed vehicle, 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, or towed vehicle, home or have it repaired locally.

### Not covered

1. Any costs:
  - a. covered under your motor insurance
  - b. relating to storage once you have been notified that your vehicle, caravan or trailer is ready to collect; or
  - c. incurred as a result of actions or omissions of your motor insurers
2. We will not take the vehicle, or towed vehicle, back home if:
  - a. it is roadworthy;
  - b. a customs officer or other official finds any contents in your vehicle, or towed vehicle, that are not legal in that country; or
  - c. if the vehicle or towed vehicle could be repaired in Europe before your planned return, but you chose not to have it repaired.
3. Any import duties not relating to the vehicle, or towed vehicle, 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, or towed vehicle, to be delivered back to the UK. At busy times and from some countries it may take longer.

- If we do not bring your vehicle, or towed vehicle, back to the UK, you will have 10 weeks in which to advise us of how you wish to recover or dispose of it. If you do not contact us within 10 weeks we will dispose of it at your cost.

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

1. immediate emergency costs incurred in order to continue your journey; or
2. the costs of recovering the vehicle, or towed vehicle, 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**, or **towed vehicle**, 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**, or **towed vehicle**, 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**, or **towed vehicle**, 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**, or **towed vehicle**, has a flat tyre. If the local garage is closed or does not have the correct tyre 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**, **towed vehicle**, and **passengers** to a single destination of your choice within the **UK**. For long distances we may use more than one recovery vehicle.

2. If **your vehicle**, or **towed vehicle**, 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**, or **towed vehicle**, providing it is not on private land, up to a maximum of £2500 in **Europe** (no limit in the **UK**).
3. 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 **towed 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. If there is not, we will not be able to provide service.
7. We are not responsible for any loss or damage to the contents of your vehicle, or **towed vehicle**.
8. Where we recover **passengers** under the age of 16, they must be accompanied by an adult.

9. **We** will not allow animals in **our** vehicles, except assistance dogs. Any animals can remain in **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, where required.
11. Where **we** provide service under this **policy**, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle** or **towed 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. **We** will not provide service under this **policy** if **we** are prevented from doing so in circumstances beyond **our** reasonable control, including, but not limited to, an act of terrorism, a pandemic or epidemic, extreme weather, the activities of civil or government authorities, industrial disputes, riots, war or civil unrest. In these circumstances, **we** will take steps to prevent or minimise the effects on **our** services.
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**, **towed vehicle** or **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; or
  - 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 any **claim** there may be more than one option available to **you** under this **policy**. **We** will decide which is the most appropriate option based on **our** expertise in **breakdown** situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times;
17. This policy does not cover:
  - a. routine servicing, maintenance or assembly of **your vehicle** or the **towed 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, or recovery of a **vehicle** or **towed vehicle** to a destination that is, 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** or **towed vehicles**, that are not in a roadworthy condition. If **we** consider, acting reasonably, that it is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that it 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; or
  - h. **vehicle** storage charges. If **your vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening.
18. If **you** are asked to review and approve a document (either paper or electronic) recording the condition of **your vehicle**, or **towed vehicle**, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions;
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, or **towed vehicle**, home);
  - b. the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
  - c. overloading of a **vehicle**, or **towed vehicle**, 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**, and any **towed vehicle** 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** or **towed 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, or **towed vehicle**, 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** or **towed 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;
2. Advice where in our reasonable opinion we have already given you the options available; or
3. Advice against us.

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

## Service in the Republic of Ireland

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

## Urgent Message Relay

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

## Replacement driver or recovery, in the event of illness or injury

If you suddenly or unexpectedly fall ill or are injured, during a journey in the UK and no one within your party can drive the **vehicle**, we may be able to provide you with a replacement driver or recover the **vehicle**, **towed vehicle** and **passengers** to a single destination in the UK. This service is discretionary, and we will decide whether or not to provide this service. We will require written confirmation from the treating hospital or medical expert that you are unable to drive.

## Cancellation of your policy

### Your right to cancel

You can cancel **your policy** at any time. The amount **you** will get back or the amount **we** will charge **you** will depend on whether:

- **you** cancel within the cooling off period (which is 14 days from the **start date** or the date **you** receive **your** documents whichever is later);
- the type and length of **policy you** have (e.g. monthly continuous, pay up front or pay monthly); and
- whether **you** have used service

We have outlined how **we** will process **your** cancellation in the table below.

Policy Duration	Within cooling off	After cooling off
Monthly Continuous renewal	We will refund the monthly fee unless <b>you</b> have used service in which case no refund will be given.	No more payments will be taken No refund will be given
12 months or over Paid up front	<b>If you have not used service</b> We will refund <b>your</b> premium in full. We will retain £25 of <b>your</b> Arrangement and Administration fee and refund the remainder. <b>If you have used service</b> We will calculate <b>your</b> refund as above, but <b>we</b> will deduct £85 for each time <b>you</b> have called <b>us</b> out.	<b>If you have not used service</b> We refund <b>your</b> premium, less an amount to reflect the time <b>you</b> have been on cover. We will keep a proportion of <b>your</b> Arrangement and Administration fee for the time <b>you</b> have been on cover and up to £50 of the remaining proportion. <b>We</b> will refund <b>you</b> any remainder. <b>If you have used service</b> We will calculate <b>your</b> refund as above, but <b>we</b> will deduct £85 for each time <b>you</b> have called <b>us</b> out.
12 months or over Paid monthly	<b>If you have not used service</b> We will refund any premium paid We will apply a charge of £25 of <b>your</b> Arrangement and Administration fee to cover <b>our</b> initial set up costs. <b>If you have used service</b> We will also charge <b>you</b> £85 for each time <b>you</b> have called <b>us</b> out, limited to the amount of premium still owing.	<b>If you have not used service</b> We will not charge <b>you</b> for any remaining premium. We will charge <b>you</b> for the remaining Arrangement and Administration fee due up to maximum of £50. <b>If you have used service</b> We will also charge <b>you</b> £85 for each time <b>you</b> have called <b>us</b> out, limited to the amount of premium still owing.

We will cancel your policy when authorised by the lead member as shown on your schedule. Your schedule will show if an Arrangement and Administration fee applies and how much this is. Cancelling a direct debit will not always cancel your policy, so in order to cancel, you must contact Customer Services

### Our right to cancel

- 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**;
- 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
- We** may cancel a monthly continuous **policy** by writing to **you** one month before the date when **we** intend to end the **policy**.

### Misuse of your policy

**You** must not:

- Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
- Persuade or attempt to persuade **us** into a dishonest or illegal act;
- Omit to tell **us** important facts about a **breakdown** in order to obtain a service;
- Provide false information in order to obtain a service;
- Knowingly allow someone that is not covered by **your policy** to try and obtain a service under this **policy**;
- 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.

### Not using your policy for personal use

If **you** call us out on multiple vehicles in a short space of time or on multiple occasions, we may feel **you** are acting as a motor trader or not using for **your** own personal use.

If this is the case, we may cancel **your** policy by providing you with 30 days' notice.

If we do this, we will:

- provide **you** with a pro-rata refund of any remaining premium if **you've** paid in advance; or
- not take any further payments if you pay monthly.

## Renewing your policy

### Monthly continuous policies

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

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

### All other policies

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

If **you** have authorised us to do so, we will automatically renew **your** policy and collect the premium that is due. If **you** no longer wish us to do this, please contact us on 0330 159 0360 or email membership@rac.co.uk.

If **your** card details have changed, we will look to update them from **your** card provider, as permitted in the Card Merchant Operating Instructions, to let us renew **your** policy.

If **you** have informed us **you** do not wish to automatically renew **your** policy 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.

## Upgrading your policy

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

An upgrade to section C (Recovery), section D (Onward Travel) or section H (European Breakdown) will apply 24 hours after upgrading. If **you** call us out before then, we will provide **you** with **your** existing cover only.

For sections F and G, no **claim** is permitted if the event giving rise to the claim occurs prior to, or within 14 days of, the date **you** upgrade.

## Changes to your details

**You** must let us know immediately if **you** need to change anything on **your** policy, including vehicles or people covered. **You** can change the vehicles or people covered up to a maximum of 3 times in any year at no additional cost. Any further changes will be subject to an additional administration fee of £15 per change. We will only make the 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 4.

If **you** change **your** vehicle under sections F or G, no **claim** is permitted where the event giving rise to the **claim** occurs prior to, or within 14 days of, that 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 20.

## Financial Ombudsman Service

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk  
www.financial-ombudsman.org.uk

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

Using this complaints procedure will not affect your legal rights.

## Financial Services Compensation Scheme

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

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

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

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

## Law

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

## Part 2 – Arrangement and administration contract

### RAC arrangement and administration contract

This is the contract between RAC Financial Services Limited (Registered No: 05171817) Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW and you under which 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 to you.

Review of a monthly continuous policy – RACFS will contact you, before your review date, to remind you of the cover you have and let you know if RACMS or

RACIL propose to make any changes to the cost of the breakdown policy or other terms and conditions.

**Renewal of all other policies** – RACFS will contact you, before your renewal date, to let you know if RACMS or RACIL propose to make any changes to the cost of the breakdown policy or other terms and conditions for the next policy period. RACFS will also notify you of the fee payable for the next policy period 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;
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.

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 membershipcustomercare@rac.co.uk

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

### 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. 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 (or review, for a monthly continuous policy). RACFS will collect the administration fee at the same time that it collects the cost of cover for your RAC breakdown policy and using the same payment method. Please see your schedule for more details. The arrangement and administration fee will be identified separately on the schedule.

If this arrangement and administration contract is cancelled or terminated by you as a result of you cancelling your RAC membership, RACFS may retain all or part of this fee. The table on page 11 explains how this works.

### 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, a pandemic or epidemic, 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) or by writing to: 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

### 12. Use of English law and language

Communication by RACFS to **you** concerning this administration contract or the **policy** will be in English. The parties are free to choose the law applicable to this 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 summary of how **we** collect and use information about **you** and who **we** share it with. **Our** privacy policy provides more details about **our** use of **your** data which is available at [rac.co.uk/privacy-policy](http://rac.co.uk/privacy-policy) or **you** can request a copy by using the contact details below.

This section applies to both contracts in this Policy Booklet: Part 1 – Breakdown Policy and Part 2 – Arrangement and Administration Contract.

### What information about you do we use?

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

1. **Information about you:** **your** name; **your** address; **your** phone number; **your** email address.
2. **Information about your passengers:** including their names and home addresses.
3. **Location information:** the location of **you** and **your** vehicle and information about any relevant journeys.
4. **Policy information:** such as **your** policy number, **policy** start date and end date.
5. **Vehicle information:** vehicle registration number; manufacturer; model; date of first registration with the DVLA.
6. **Breakdown information:** information about the cause of **your** breakdown.
7. **Payment details:** Credit or debit card details.
8. **Expenses information:** Where RAC covers payment of **your** expenses, they will need information about those expenses.

9. **Health information:** in very limited circumstances, RAC may need to ask for information about **your** health and wellbeing for the purpose of performing their obligations under **your** policy, particularly those relating to any assistance in a medical emergency.

### How we collect your data

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

### Why we collect your data

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

### Who we will share your data with and why?

**We** may share **your** data with:

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

### Contacting RAC's DPO

**You** can contact the Data Protection Officer for the RAC Group by emailing [dpo@rac.co.uk](mailto:dpo@rac.co.uk) or writing to the Data Protection Officer, RAC House, Great Park Road, Bradley Stoke, Bristol BS32 4QN.

### Your rights

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

1. Call: 0330 159 0360
2. Email: [breakdowncustomer@rac.co.uk](mailto:breakdowncustomer@rac.co.uk);
3. Write to them:  
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	Claim entitlement and Limits of Cover
Limits of cover	Up to 5 claims per policy period
Onward travel in the UK	<p><b>Section 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>Section 2 a:</b> hire car as per the above limits</p> <p><b>OR</b></p> <p><b>Section 2 b:</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, or towed vehicle, 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
Specialist resource	up to £2500

# Legal Care Plus Breakdown Extra Booklet

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

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

## Contact Information

Telephone	In writing
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 Tynetalk, or text **us** on 07855 828282. Text messages are charged at **your** standard network rate.

## Important information about Legal Care Plus

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

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

3. All general terms that apply to **your** UK Membership booklet will also apply to this section, including:
  - a. General Conditions
  - b. Cancellation of your policy
  - c. Misuse of your policy
  - d. Renewing / Upgrading your policy
  - e. Changes to your details
  - f. Complaints – please use the contact details for “Telephone Legal Helpline”
  - g. Your Data
4. Definitions – **we** will let **you** know if any words in this booklet have:
  - a. Different meanings to those in **your** UK Membership booklet; or
  - b. Unique meanings to this Legal Care Plus section.
5. There is no limit to the number of **claims** **you** can make in any **policy period**. The amount that is covered for certain types of **legal claim** or for certain sections are set out in this booklet.

6. If **you** have purchased Legal Cover as part of another **RAC** product, for example European Legal Care, please note **you** can only **claim** under one of these products for **your legal claim**. The limits of cover contained in the product **you** choose will apply.

## Definitions applying to Legal Care Plus

Any words in bold in this document have special meanings.

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

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

“**Europe**” means Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus (South), Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, 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:

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

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

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

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

**“RAC”/“we”/“us”/“our”** means:

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

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

**“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 summons, citation or requisition for prosecution to attend a court 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 success, we will appoint and pay up to a maximum of £25,000 per **legal claim** for a suitable representative to either:
  - a) Defend the allegation; or
  - b) If you plead guilty to the offence, look to reduce the impact of the penalty, where it would otherwise result in you being disqualified or suspended from driving. This is known as a plea in mitigation.

### What is not covered

1. We cannot provide help if your summons relates to an alcohol, drugs or parking related offence.
2. We will not pay fines, costs or other penalties a court of criminal jurisdiction orders you to pay;
3. Mitigation of a guilty plea if, in our reasonable opinion, it would not make a material difference to the outcome of your sentence;
4. Claims where there was legal aid (or an equivalent scheme) available to you which you failed to utilise.

## 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.

**If you would like a Braille, large print  
or audio version of your documents,  
please let us know.**