

Rescue policy booklet

Terms and conditions

Please read and keep for your records

WHO TO CONTACT IF YOU BREAK DOWN, HAVE A ROAD TRAFFIC ACCIDENT OR NEED TO MAKE A CLAIM

These are all of the numbers* that you will need in the event that you break down, have a road traffic accident or need to make any other claim under your membership. Please note that you may not have the benefit of all Sections of cover that are included in your policy booklet. To ensure that you are clear about which Sections you are covered for please read your policy schedule together with this policy booklet.

What to do if you break down in the UK or need to claim under any Section other than European Rescue or Key Replace

Mobile Telephones - 0333 2000 999
Landline Telephones - 0800 828282

For the Republic of Ireland (ROI) (breakdown services only) please call 1 800 535 005

When you call the RAC

Please provide the following information:

1. Your name
2. Your RAC membership number
3. The vehicle registration number
4. The make and model of the vehicle
5. If you have broken down or had a road traffic accident, your exact location, including the road you are on, plus the nearest road junction if possible
6. The number of the phone you are using

Remember

1. Please call us back if you get going before the RAC patrol arrives
2. Only accept help from the RAC patrol or RAC contractor that has been sent to assist you by the RAC
3. Don't go directly to a garage (even an RAC appointed one); the RAC will not reimburse you if you have had to pay for help which was not arranged by the RAC
4. Recovery service can only be arranged by the RAC

What to do if you have a claim under European Rescue (Section I)

Call from Europe: 00 33 472 4352 44

There are some exceptions where the 00 at the beginning of the number is replaced as follows: 99 in Serbia and Montenegro 810 in Azerbaijan, Belarus, Georgia, Russia, Ukraine

France and Monaco: 0800 94 20 44

(Freephone from a landline)

Call from ROI: 1 800 535 005

For claims under Customs claims indemnity (Section I.10), Collection of vehicle left abroad for repair (Section I.11) and Loss of no claims bonus claims (Section I.13)

Call: 0870 549 3320
(Monday- Friday 9am-5pm)

For claims under Motor Legal Care (Section A3)

Call: 0333 2000 999

Write to:
RAC Legal Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN

What to do if you have a claim under Key Replace (Section E)

Call: 0208 313 7079

Email: racreplace@soterps.com

Write to:
Claims Department
Soter Professional Services Limited
1 Elmfield Park
Bromley
Kent BR1 1LU

* Call charges may apply.
Please check with your telephone provider.

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POLICY SUMMARY

RAC MEMBERSHIP

RAC membership is intended to offer services relating to the breakdown of vehicles or accidents involving vehicles. RAC membership provides a number of Sections of cover that can be chosen by you. This policy summary provides you with basic information about your RAC membership and the different Sections of cover. The full terms and conditions of the membership, can be found later in this policy booklet. You will need to check your policy schedule to see which Sections of cover you have chosen.

WHO PROVIDES RAC MEMBERSHIP

RAC Motoring Services provides the cover under Sections A1, B and C and provides the Key Return and the Additional Services.

RAC Insurance Limited provides the cover under Sections A3, D, E, F, G, H and I.

MEMBERSHIP TYPES

Your RAC membership will be either a personal based membership or a vehicle based membership. The membership type chosen by you is set out in your policy schedule.

- Personal based memberships provide cover for you as a driver or a passenger in any vehicle (single membership) or you and up to 4 members of your household as a driver or passenger in any vehicle (household membership). If you have chosen Mis-fuel Rescue and/or Battery Rescue this membership will cover the selected vehicle only whilst driven by any of the members shown on your policy schedule.
- Vehicle based memberships provide cover for up to 3 of your vehicles (registered at your home) whoever is driving them.

MEMBERSHIP PERIOD

Your RAC membership is for a 12 or 24 month period or continuous membership (as set out in your policy schedule).

CANCELLATION OF YOUR MEMBERSHIP

You can cancel the membership within the first 14 days following the start date or the date you receive these terms and conditions with your policy schedule, whichever happens later. If a claim has been made within this period we will not refund the premium. Otherwise we will refund your premium in full.

If you cancel the membership or remove any Section of cover after this 14 day period we will not refund the premium.

We may cancel your membership if you do not pay the premium by the due date for payment or you or any other person that uses the membership behaves inappropriately or misuses the membership. We will not refund the premium.

CONTACT DETAILS FOR NOTIFYING A CLAIM

Please see page 2.

COMPLAINTS

Breakdown services under Sections (A1, B, C, D, F, G, H and I):

- Call our customer service number on: 0844 8911 288;
- Breakdown Customer Care
RAC House
PO Box 200
Walsall WS5 4AW; or
- Email: breakdowncustomercare@rac.co.uk

Motor Legal Care (Section A2) or Accident Care

- Call: 0800 0966 999;
- RAC Accident Care
RAC House
Great Park Road
Bradley Stoke
Bristol BS32 4QN; or
- Email: legalcustomercare@rac.co.uk

For Key Return (Section A2) and Key Replace (Section E):

- Call our customer service number on: 0844 8911 288;
- Membership Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN; or
- Email: membershipcustomercare@rac.co.uk

FINANCIAL OMBUDSMAN SERVICE

If your complaint is not resolved to your satisfaction, you may in certain circumstances be entitled to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us.

If your complaint relates to any cover provided by RAC Motoring Services under Sections A1, A2, B, C or additional services including Accident Care, you may not be able refer your complaint to the Financial Ombudsman Service. We will always endeavour to resolve your complaint to your satisfaction.

FINANCIAL SERVICES COMPENSATION SCHEME

RAC Insurance Limited (in relation to Sections A3, D, E, F, G, H and I) 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.

The cover provided by RAC Motoring Service under this membership is not covered by the FSCS.

SUMMARY OF COVER AND THE SIGNIFICANT FEATURES, BENEFITS AND SIGNIFICANT EXCLUSIONS

The policy booklet outlines the features and benefits of the cover provided under each Section of cover (see pages 16 - 35 of your policy booklet).

The following table is a summary of the cover and benefits available. Your policy schedule will show which level of cover applies to you.

For sections B to I we will not cover any claim that occurs prior to or within the first 24 hours of joining or upgrading your membership.

Section of cover	Included or optional	Significant features and benefits	Significant and unusual exclusions or limitations
Additional Services	Included	Arranging additional services related to a vehicle that are not covered under the membership, including advice and general assistance.	You will need to pay for any additional services arranged.
Section A1 – Roadside	Included	Roadside assistance if you have broken down in the United Kingdom, Channel Islands, the Isle of Man and the Republic of Ireland. Transportation of the vehicle and transportation of you and up to 7 passengers to a destination of your choice within the territory and up to 10 miles from the breakdown.	We will not cover the cost of any parts. The fitting of any parts you have already purchased from a third party. Any breakdown within a 1/4 of a mile of your home as measured by us. Call Out Limit: You are entitled to the number of call outs set out in your policy schedule. If the number of call outs is exceeded, we will not provide any further service under the membership. This may also affect your optional extras cover. We will not provide any service under the membership if you cannot prove your identity. A breakdown caused by a fault that we have previously provided breakdown cover for if we advised you that the repair was temporary and further repairs were required.

Section of cover	Included or optional	Significant features and benefits	Significant and unusual exclusions or limitations
			<p>Any service or benefits relating to a breakdown if the breakdown has been reported to us under a different membership, even if the services under your membership are more extensive than the membership the breakdown was reported under.</p> <p>If you are not carrying a serviceable spare, we may attempt a temporary repair.</p> <p>We will not repair or replace glass.</p> <p>Attendance following a road traffic accident, fire, flood, theft, or act of vandalism or other incident covered by a policy of motor insurance.</p> <p>Any vehicle that does not meet the specifications on page 15 or is used for business.</p> <p>We will not cover any claim made under this section for a breakdown that occurred prior to the start date of your membership.</p>
Section A2 – Key Return	Included	Return to you of any keys sent to us with the membership fobs attached.	We will not cover any costs in respect of damage or loss to keys, key rings or personal effects attached to the fob.
Section A3 – Motor Legal Care	Included	We will cover the member or driver and their passengers against the legal costs of legal proceedings incurred in connection with the pursuit of a legal claim for uninsured losses sustained within the territory during the membership period following a road traffic accident.	<p>We will cover you up to a maximum of £50,000 per legal claim if our legal claims handler appoints a legal representative.</p> <p>We will not cover the policy excess where the legal claim is for personal injury.</p> <p>We will not provide uninsured loss recovery if, in our opinion, there is not a 51% or greater chance of success.</p> <p>Cover may be refused or discontinued if such prospects do not, or no longer, exist.</p> <p>We will not provide cover for appeals.</p>
Section B – Recovery	Optional – Refer to your policy schedule	If we attend a breakdown under Section A1 , recovery of the vehicle to a destination of your choice within the territory and transportation of you and up to 7 passengers. If you live in Northern Ireland, recovery to your home if you break down in the Republic of Ireland.	Recovery to more than one destination.
Section C – At Home	Optional – Refer to your policy schedule	If we attend a breakdown under Section A1 and you have broken down in the territory within a 1/4 of a mile from your home. Transportation of the vehicle, you and up to 7 passengers up to 10 miles.	Maximum 10 mile tow.

Section of cover	Included or optional	Significant features and benefits	Significant and unusual exclusions or limitations
Section D – Onward Travel	Optional – Refer to your policy schedule	If we attend a breakdown under Section A1 and we are unable to repair your vehicle: replacement car hire for up to 3 consecutive days whilst your vehicle is being fixed or alternative transport costs, or hotel accommodation for you and up to 7 passengers.	<p>Replacement Car Hire - We will not provide specially adapted vehicles.</p> <p>Alternative Transport - We will not cover transport costs over £150 per person or over £500 for all persons.</p> <p>Hotel Accommodation - We will not cover accommodation costs over £150 per person or over £500 for all persons.</p>
Section E – Key Replace	Optional – Refer to your policy schedule	Up to £1,000 for locksmith charges, new locks and keys, and/ or remobilising immobilisers and alarms if your keys are lost, stolen or locked inside the lead member's home or vehicle.	<p>Keys not attached to the fob.</p> <p>More than £1,000 in total per membership year.</p> <p>Claims where you fail to provide appropriate receipts or invoices within 120 days of the event.</p> <p>Keys lost by, or stolen from, someone other than you or an immediate family member living with you.</p> <p>Any claim reported to the administrator more than 30 days after the loss or theft.</p>
Section F – Courtesy Car	Optional – Refer to your policy schedule	If we attend a breakdown under Section A1 and we are unable to repair your vehicle, replacement car hire for up to 3 consecutive days whilst your vehicle is being fixed.	We will not provide specially adapted vehicles.
Section G – Mis-Fuel Rescue	Optional – Refer to your policy schedule	If we attend a breakdown under Section A1 and we are unable to repair your mis-fuelled vehicle we will arrange and pay for your vehicle to be drained and flushed of the contaminated fuel and refuel up to ten litres of the correct fuel. If mechanical damage has occurred due to you mis-fuelling then we will cover the costs for repairs through our approved garage network.	<p>We will cover up to a maximum of £2,500 per claim, or in total, or the market value of your vehicle whichever is lower during each membership year.</p> <p>We will not cover mis-fuelling where your vehicle is not fuelled by diesel.</p> <p>The cost of refuelling your vehicle.</p> <p>Any malicious or negligent actions.</p>
Section H – Battery Rescue	Optional – Refer to your policy schedule	If we attend a breakdown under Section A1 and we are unable to repair your vehicle and your vehicle suffers a breakdown due to the failure of your vehicles starter battery and we diagnose the battery is no longer serviceable we will arrange and pay for a replacement battery to be fitted by us to allow you to continue your journey.	<p>We will cover up to a maximum of £600 per claim, or in total during each membership year.</p> <p>Any replacement battery required for your vehicle where the incorrect battery was fitted or the battery was fitted incorrectly.</p> <p>We will not replace a battery which requires fitting by a manufacturer's dealer.</p> <p>Any breakdown within a 1/4 of a mile, as measured by us, from your home, unless you have paid for our At Home cover.</p> <p>Where your battery has failed due to misuse and/or abuse.</p>

Section of cover	Included or optional	Significant features and benefits	Significant and unusual exclusions or limitations
Section I – European Rescue	Optional – Refer to your policy schedule	<p>Assistance where you are planning a journey to or are on a journey in Europe.</p> <p>Service in the Territory:</p> <p>Section I.1: Temporary replacement car if you cannot use your car on a planned journey as a result of an accident, fire or theft up to 7 days before your departure, or your vehicle breaks down on the way to the port, and cannot be repaired.</p> <p>Service while in Europe:</p> <p>Section I.2: Roadside assistance if you break down and transportation to a local repairer.</p> <p>Section I.3: Spare parts despatch necessary to complete repairs if the parts cannot be obtained locally.</p> <p>Section I.4: Additional accommodation expenses up to £35 per person per day while you wait for the vehicle to be repaired, if the repairs will take more than 12 hours or if your vehicle is to be repatriated.</p> <p>Section I.5: Journey continuation covering costs for up to 14 days self-drive car hire, including collision damage waiver.</p> <p>Section I.9: Vehicle repatriation to your home or chosen destination in the territory if repairs cannot be completed.</p> <p>Service after return home</p> <p>Section I.11: We will cover costs for collection, for one person only by standard/second class public transport, of your vehicle left abroad for repairs. We will also cover the cost for hotel accommodation up to £35 per person per day.</p> <p>Section I.12: Hire car contribution up to £250 whilst you are waiting for repatriation of your vehicle.</p> <p>Section I.14: Motoring legal expenses insurance of up to £50,000 in total, including legal claims, and travel/medical costs of up to £50 per person per day subject to a maximum of £1,000 per accident.</p>	<p>Claims arising from any journey of more than 90 days.</p> <p>More than £2,500 per claim.</p> <p>More than two claims per year.</p> <p>More than one claim per journey.</p> <p>Any journey that will not end before the end of the membership year.</p> <p>Motoring legal expenses insurance: We will not cover claims of a value of £250 or less or claims that do not have a reasonable chance of success. We will not cover claims reported more than 180 days after the event.</p> <p>We will not repatriate the vehicle if the cost is more than the UK market value.</p>

IMPORTANT INFORMATION ABOUT YOUR POLICY

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

This RAC membership is intended to offer services relating to the breakdown of vehicles or road traffic accidents involving vehicles. It meets the demands and needs of those that wish to ensure the risk of the breakdown of vehicles (and where additional cover is chosen, additional risks related to the breakdown of vehicles) are met now and in the future.

You may not have chosen to take out cover with us for all of the Sections of cover in this policy booklet. Please refer to your policy schedule which sets out the Sections of cover you have chosen.

This policy booklet contains the conditions and exclusions that apply to each individual Section of cover (see Sections A to I) and the general conditions and exclusions that apply to all Sections of cover in this policy booklet. You must meet these conditions or we may not provide you with membership services.

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

Please ensure these documents are kept in a safe place. If you cannot find any of your documents, call us on 0844 8911 288 to request a copy of your policy schedule.

This policy booklet together with your policy schedule is the contract of insurance between the lead member and RAC Motoring Services in respect of the cover provided under Sections A1, B and C, and with RAC Insurance Limited in respect of the cover provided under Sections A3, D, E, F, G, H and I, and RAC Motoring Services in respect of A2 and all other services.

Use of language

Unless otherwise agreed, the contractual terms and conditions (including this policy booklet and your policy schedule) and other information relating to this contract will be in English.

Law

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

YOUR TERMS AND CONDITIONS MEMBERSHIP TYPES

There are two types of cover available for RAC membership: **personal based membership** or **vehicle based membership**. This will affect who is entitled to benefit under the **membership**. The type of cover that the **lead member** has chosen is set out in your **policy schedule**.

PERSONAL BASED MEMBERSHIP

If the **lead member** has chosen **personal based membership**, this **membership** will cover:

1. The **lead member** only under a single **membership**; or
2. The **lead member** and up to four other **members** of the **lead member's household** under a **household membership**.

Your **policy schedule** sets out whether the **lead member** has chosen single **membership** or **household membership**. Any **members** of the **household** that are covered under this **membership** are set out in your **policy schedule**. The **lead member** and each **member** of the **household** that is covered under this **membership** will be a **member** of the RAC and will receive an **RAC membership card**. We recommend that each **member** keeps this card with them at all times to assist them in the event that an incident occurs and they need to make a **claim**.

Personal based membership covers each **member** when they are driving or are a passenger in a **vehicle**. Each **member** must comply with the terms and conditions under this **membership**. Any failure of a **member** to do so may impact on their rights and the rights of any other **member** under this **membership**, including whether any **member** can make a **claim**. The **lead member** should ensure that each **member** is made aware of this as well as the level of cover under this **membership**.

If the **lead member** has chosen Mis-Fuel Rescue or Battery Rescue cover under Sections G and H, this **membership** will cover each **member** when they are driving or are a passenger in one of up to 5 **vehicles** that may be registered with **us**. Your **policy schedule** sets out the details of any **vehicles** that are registered for cover under those Sections. If the **lead member** would like to change the **vehicles** covered under those Sections, please see Changes to Your Details.

If this is a **household membership** and the **lead member** would like to change the identity of the **members** of the **household** that are covered under this **membership**, please see Changes to Your Details. However, **we** are not able to change the identity of the **lead member**.

VEHICLE BASED MEMBERSHIP

If the **lead member** has chosen **vehicle based membership**, this **membership** will cover up to 3 **vehicles** that are registered at the **lead member's** home. Your **policy schedule** sets out the details of the **vehicles** that are covered under this **membership**.

Vehicle based membership covers the **lead member** and any person with a full, valid driving licence when they are driving a **vehicle** as shown on your **policy schedule**. The **lead member** and each **driver** must comply with the terms and conditions under this **membership**. Any failure of the **lead member** or a **driver** to do so may impact on the **lead member's** rights under this **membership**, including whether the **lead member** can make a **claim**. The **lead member** should ensure that each **driver** is made aware of this as well as the level of cover under this **membership**.

If the **lead member** would like to change the **vehicles** covered under this **membership**, please see Changes to Your Details.

MEMBERSHIP PERIOD

Membership may be for a 12 or 24 month period or be **continuous**. Your **policy schedule** sets out which **membership period** the **lead member** has chosen. The premium for a 12 or 24 month **membership** will be due in full in advance. The premium for a **continuous membership** will be due each month in advance.

CALL OUT LIMITS

There are limits on the number of **call outs** that can be made under this **membership** during each **membership year**.

Please refer to your **policy schedule** which sets out the **call out** limit for your **membership**. One **call out** will be any attendance by an **RAC patrol** or an **RAC contractor** to a **vehicle** as a result of a call to the **RAC** under your **membership**. The limits will apply to all **call outs** made by the **lead member** and the **members** (if this is a **personal based membership**) or by the **lead member** and any other person driving a registered **vehicle** (if this is a **vehicle based membership**).

If the number of **call outs** set out on your **policy schedule** is exceeded, **we** will not provide any further service under your **membership** during that **membership year**. However **we** may be able to provide assistance for an additional charge.

ADDITIONAL SERVICES PROVIDED BY THE RAC

If a **member** or a **driver** requires additional services related to a **vehicle** that are not covered under Sections A1 to I of your **membership**, **we** may be able to arrange appropriate additional services at the **member** or the **driver's** (as appropriate) request for an additional cost. For example to:

1. Purchase any parts necessary to complete a repair of the **vehicle**;
2. Receive specialist services to complete a repair of the **vehicle**;
3. Receive the road traffic accident assistance offered below; or
4. Provide services where the number of **call outs** has been exceeded.

The charge for any additional service provided or arranged by the **RAC** will be agreed with the **driver** or **member** when they request the service and before any costs are incurred.

If any person requests a service under your **membership** that is not covered by Sections A1 to I of the **membership**, the **lead member** will become liable for any costs relating to the service provided. To limit the risk of the **lead member** having any unexpected costs,

we will ask for proof of identity of the person in question to confirm whether they are a **member** or a **driver** and, where possible, **we** will charge the **member** or **driver** the costs of the service in advance. However, **we** recommend that the **lead member** ensures all **members** and **drivers** obtain the **lead member's** prior consent before **we** provide such services outside the terms of your **membership** under any Section of your **membership**.

ACCIDENT CARE

In the event that you have a **road traffic accident** within the **territory**, **we** may be able to provide you with the following additional services:

Road traffic accident assistance

If the **vehicle** cannot be driven as a result of a **road traffic accident** within the **territory**, **we** can arrange for the recovery of the **vehicle** up to a maximum of 150 miles as measured by **us** from the location of the **road traffic accident** for an additional charge (as your **membership** does not cover attendance for a **road traffic accident**, fire, flood, theft or act of vandalism). The charge for this service will be agreed with the **member** or the **driver** (as applicable) when they request road traffic accident assistance and before any costs are incurred. This charge will vary depending upon the level of assistance required.

You will be liable to pay the road traffic accident assistance charge within 180 days of the recovery, in a single instalment. However, the **member** or **driver** may be entitled to recover this from their motor insurer. This will be subject to the terms and conditions of the relevant motor insurance policy. Alternatively, the **member** or **driver** may be able to recover this cost from a third party or their insurer, if the third party is considered liable for the **road traffic accident**.

If **we** or our **legal claims handler** have enough information, **we** or our **legal claims handler** can give you a preliminary view on your right to recover the road traffic accident assistance charge and, if applicable, **we** or our **legal claims handler** can assist you in recovering the charge. However, **we** or our **legal claims handler** cannot guarantee the recovery of all or any of the road traffic accident assistance charge.

Post accident assistance

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

Replacement vehicle assistance

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

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

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

We or our **legal claims handler** will not pay any costs relating to the hire car.

DEFINITION OF WORDS

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

“accident”

means a **road traffic accident** immobilising the **vehicle**;

“approved garage network”

means a garage that has been approved by us;

“breakdown / break down / broken down”

means the **vehicle** is inoperative and/or has ceased to function as a whole as a result of a mechanical or electrical failure including any failure of the battery (but not as a result of a **road traffic accident**, fire, flood, theft or act of vandalism). A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes the **vehicle** to cease to function as a whole;

“business use”

means the use of a **vehicle** in connection with, or solely for the purpose of, operating a business, other than for social, domestic and pleasure purposes including commuting to and from a permanent place of work;

“caravan” / “trailer”

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

Max Weight gross	Max Length	Max Width
3.5 tonnes	7.6 metres (25ft) including tow bar	2.3 metres (7ft 6in)

“claim / call out”

means any request for service or benefit or for cover under any Section of the **membership**;

“continuous”

means a monthly policy with an annual review which is 12 months after the **start date** as shown on your **policy schedule**. Your monthly policy will automatically renew subject to receipt of your payment;

“driver”

means any driver of a **vehicle** under a **vehicle based membership**;

“emergency service”

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

“Europe”

means the **territory** and Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russian mainland (west of Urals), San Marino, Serbia, Slovakian Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine and offshore islands of above;

“fob”

means the numbered tag issued to the **lead member** for their keys and which has been registered in the **lead member’s name** and at the **lead member’s home address**;

“home”

means the address in the **territory** where the **lead member** lives permanently, as shown on your **policy schedule**;

“household”

means any person(s) who live(s) permanently at your **home** including any student or member of the armed forces who normally lives permanently at your **home** but is temporarily living away from your **home**;

“insured key”

means any key which is attached to the **RAC fob**;

“insured event”

means a **road traffic accident** or incident or series of incidents which give rise to a motoring prosecution occurring during the **membership period**.

“journey”

means a holiday or trip in a **vehicle** within **Europe** which begins on departure from your **home** and ends on return to your **home**;

“key replace administrator”

means Soter Professional Services Limited, 3rd Floor, Chronicle House, 72 – 78 Fleet Street, London, EC4Y 1HY;

“key replace event”

means the loss or theft of any **insured key**, or where **insured keys** are locked inside the **lead member’s home** or **vehicle** (or **vehicle** of an immediate **member** of their family residing at the same address as the **lead member**);

“LAR”

means Les Assurés Réunis of 222 Avenue Louise, 1050 Bruxelles, Belgium;

“lead member”

means the lead member named on your **policy schedule**;

“legal claims handler”

means the RAC accident helpline, operated by Quindell Legal Services Limited, authorised and regulated by the Solicitors Regulation Authority, or a representative of RAC accident helpline;

“legal claim”

means an incident which our **legal claims handlers** or our appointed **legal representative** accept as falling within the terms which, in our reasonable opinion, is the first incident that could lead to a legal claim being made under Section A3;

“legal costs”

1. means the reasonable, proportionate and properly incurred fees, expenses, costs and disbursements incurred by or on behalf of **you** and/or your passengers and authorised by our **legal claims handler** in pursuing or defending a **legal claim** and/or the reasonable costs of a third party for which **you** and/or your passengers are either held liable by court order or are agreed by **us** and which are incurred in connection with **legal proceedings** for Motor Legal Care (Section A3);
2. for the purposes of Section I.14, means the reasonable and properly incurred fees, expenses, costs and disbursements by or on behalf of **you** and authorised by **us/LAR** in pursuing or defending a **claim** under Section I.14, and the costs of a third party for which **you** are held liable by court order or which are agreed by **us/LAR** and which are incurred in connection with **legal proceedings** covered under Section I.14;

“legal proceedings”

1. means the pursuit of a **legal claim** for **you** and your passengers **uninsured losses** or damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in the **territory** for Motor Legal Care (Section A3);
2. for the purposes of Section I.14, means the pursuit of a **claim** for damages either by negotiation or by civil, tribunal or arbitration proceedings within a court in **Europe**, in respect of a matter covered under Section I, and the defence of a motoring prosecution within a court of criminal jurisdiction in **Europe**;

“legal representative”

means the solicitors or other qualified experts appointed by our legal claims handler to act for you and your passengers provided that such solicitors or experts satisfy the following conditions:

1. They agree to fund all disbursements and not to claim for the same until the end of the case;
2. They agree not to submit any claim for legal costs until the end of the case and try to recover all legal costs from the other party in the action; and
3. They agree to report in writing to our legal claims handler on any substantive development in the progress of the legal claim;

“limit of cover”

means £50,000 in total for any membership year;

“member”

means the lead member and, if you have a personal based membership, each member of the household named on your policy schedule;

“membership”

means the insurance policy that is subject to the terms and conditions in this policy booklet and your policy schedule;

“membership period”

means the 12 month, 24 month or continuous period from the start date (as set out in your policy schedule);

“membership year”

means the 12 month period from the start date and each subsequent 12 month period from the anniversary of the start date;

“modified vehicle”

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

“party”

means the total number of persons (including you) travelling with you for the whole period of your journey;

“personal based membership”

means a membership providing benefits attached to the named members;

“policy excess”

means the amount not covered by your policy which is: -

1. Nil, where the person making the legal claim does not receive an award of damages for a claim for personal injury;
2. In a successful case a sum equivalent up to 25% or any such limit as set by law of any general damages received by you and/or your passengers for personal injury, excluding any sums for future loss and any sums paid or payable to the Compensation Recovery Unit of the Department of Work and Pensions; or
3. Nil, where the person making the legal claim is under 18 years of age or is a patient under section 1 of the Mental Health Act 1983;

“policy schedule”

means the document containing important details about your membership, which must be read in conjunction with these terms and conditions;

“RAC” / “we” / “us” / “our”

means RAC Motoring Services in respect of Sections A1, A2, B and C and the ‘Additional Services Provided by the RAC’ and RAC Insurance Limited in respect of Sections A3, D, E, F, G, H and I, and each of their authorised agents;

“RAC contractor”

means any person appointed by the RAC to provide certain breakdown assistance services on our behalf;

“RAC patrol”

means a technician employed by the RAC;

“road traffic acts”

means any Acts of Parliament, laws, rules or regulations, which govern the driving, the use or maintenance of any motor vehicle in the territory;

“road traffic accident”

1. For the purposes of Section A3, means a traffic accident involving a vehicle and at least one other motor vehicle occurring during the membership period on a public highway or on a private road or a car park to which the public has an uninterrupted right of access for which the member or driver is not at fault and for which another party is at fault; and
2. For the purposes of all other parts of these membership terms and conditions, means a traffic accident involving a vehicle within the territory;

“specialist equipment”

means equipment that is not normally required by RAC patrols or RAC contractors to complete repairs and recoveries in the event of a breakdown including, but not limited to, winching and specialist lifting equipment;

“start date”

means the date that this membership begins as shown in your policy schedule;

“territory”

means the United Kingdom, Jersey, Guernsey and the Isle of Man;

“uninsured losses”

means losses directly arising out of a road traffic accident where such losses are not otherwise covered by insurance and either damage occurs to a vehicle and/or any personal effects owned by you (or your passengers) and/or you (or your passengers) suffer death or bodily injury;

“United Kingdom”

means England, Scotland, Wales and Northern Ireland;

“vehicle”

means any vehicle that complies with the following specifications:

Max Weight (gross)	Max Length	Max Width
3.5 tonnes	5.5 metres (18ft) including tow bar	2.3 metres (7ft 6in)

Mobility scooters are not vehicles covered under the membership;

“vehicle based membership”

means a membership providing benefits to drivers of the vehicles;

“vehicle licensing agency”

means the Driver and Vehicle Licensing Agency which is responsible for registration of vehicles in Great Britain, the Driver and Vehicle Agency which is responsible for registration of vehicles based in Northern Ireland or the Isle of Man Department of Transport which is responsible for registration of vehicles based in the Isle of Man (as applicable);

“you” / “your”

if this is a personal based membership, means the members or, if this is a vehicle based membership, means any driver.

YOUR COVER

SECTION A1: ROADSIDE

All **memberships** include cover for Roadside as set out in this Section A1. The number of **claims** which **you** can make during the **membership year** is shown on **your policy schedule**.

What is covered

If a **vehicle** or the **caravan** or **trailer** attached to it has **broken down** in the **territory** or the Republic of Ireland during the **membership period**, we will provide an **RAC patrol** or an **RAC contractor** to either:

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

If **we** transport the **broken down vehicle** including any **caravan** or **trailer** attached to a destination of **your** choice, **we** will either:

1. Provide transport for the **driver** and up to seven passengers of the **broken down vehicle** to that chosen destination. If more than five people require transportation, **we** may need to provide transport in separate vehicles; or
2. If **you** choose for **us** to transport the **vehicle** to a garage, **we** will reimburse **your** taxi fare for a taxi journey of up to 20 miles from the garage for the **driver** and up to seven passengers of the **broken down vehicle** as long as **you** agree this with **us** in advance. In order to **claim** a reimbursement of the taxi fare, **you** must send the receipt for the taxi journey to **us**.

What is not covered

1. Any **breakdown** within a 1/4 of a mile of **your home** as measured by **us**;
2. Any **breakdown** over the **call out** limit as shown on **your policy schedule**;

3. Transportation that is not arranged with the **RAC patrol** or the **RAC contractor** when they are dealing with the **breakdown**. Transportation cannot be requested later after the **RAC patrol** or the **RAC contractor** has left the **vehicle**;
4. The cost of any parts (including batteries) required by **us** to repair the **vehicle**. If the **RAC patrol** or **RAC contractor** has the required parts **you** can purchase the relevant parts from **us** for an additional charge. The parts must be paid for in full at the time of the **breakdown** and before the repair commences, unless **you** have purchased Battery Rescue cover (Section H);
5. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further **call outs** under **your membership**;
6. Any **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - a) **we** consider, acting reasonably, that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b) **we** advised any **member** or **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** resulted, at least in part, from a failure to carry out these other repairs;
7. Any **breakdown** resulting from a battery related fault where **we** have previously provided **breakdown** cover for that fault and advised any **member** or **driver** to replace the battery but the battery has not been replaced;
8. If **we** have been called out to a **breakdown** of a **caravan** or **trailer** and **we** cannot repair it at the roadside, **we** will not transport the **caravan** or **trailer**. This service may be available at an additional cost;
9. If the **vehicle** suffers a **breakdown** as a result of mis-fuelling **we** will not repair the **vehicle** (including but not limited to draining or removing the fuel). **We** will only recover the **vehicle** to a garage within 10 miles of the **breakdown**. The **RAC** may be able to repair the **vehicle** and/or arrange a recovery of the **vehicle** to another location which will be for an additional charge, unless **you** have purchased Misfuel Rescue Section G;

10. Assistance in a medical emergency;
11. Any **vehicle** that is already at a garage or other place of repair; and
12. Servicing or assembly of a **vehicle**.

SECTION A2: KEY RETURN

All **memberships** include Key Return Services as set out in this Section A2.

What is included

At the **start date**, **we** will provide to the **lead member** the following:

1. If **you** have a **personal based membership** 2 **fobs** for the **lead member**, 2 extra **fobs** for a second **member** and 2 extra **fobs** for the remainder of the **members**;
2. If **you** have a **vehicle based membership**, 2 **fobs** for the **lead member** and an additional 2 **fobs** if **you** have 3 **vehicles** as shown on **your policy schedule**;
3. Keys with a valid key **fob** attached, if found and returned to the **RAC**, will be returned to the **lead member** by Royal Mail Special Delivery; and
4. **We** will also provide a lost and found key helpline 24 hours a day, seven days a week all year round on 0845 094 2319.

What is not included

1. Keys lost without the **fob** attached;
2. Postage costs for keys for past **members** who have cancelled their **RAC membership** or their **membership** has expired;
3. All key **fobs** remain the property of the **RAC** at all times. Therefore, if **we** receive a **fob** and keys following the end of the **membership period** **we** will return the keys but retain the **fob**;
4. **We** will not cover any costs other than postage to return keys to the **lead member's** address. **We** will not cover any costs in respect of damage to keys, key rings or personal effects attached to the key ring and **fob** or any loss of earnings or profits which **you** or any other person suffer as a result of the loss of **your** keys. **We** will not cover any claims relating to lost keys, locks or other costs relating to the loss of keys; and
5. All communications from the **RAC** or **our** representatives shall be deemed duly sent if sent to the **lead members** last known address.

SECTION A3: MOTOR LEGAL CARE

All **memberships** include cover for Motor Legal Care as set out in this Section A3.

What is covered

We will cover the **member** or **driver** and their passengers against the **legal costs** of **legal proceedings** incurred in connection with the pursuit of a **legal claim** for **uninsured losses** sustained within the **territory** during the **membership period**.

Our legal claims handler will negotiate to recover the **member's** or **driver's** and their passengers' **uninsured losses** in the event of a **legal claim** which, in **our legal claims handler's** opinion, has a 51% or greater chance of success following a **road traffic accident**.

If **our legal claims handler** appoints a **legal representative**, **we** will cover their costs up to £50,000 per **legal claim**.

What is not covered

1. **We** will not cover the **policy excess** where a **legal representative** has been appointed where the **legal claim** is for personal injury;
2. **We** will not provide **uninsured loss** recovery if in **our** opinion, there is not a 51% or greater chance of success. Cover may be refused or discontinued if such prospects do not, or no longer, exist;
3. **We** will not provide cover for appeals; and
4. **We** will not cover **legal costs**:
 - a) incurred before **our legal claims handler** has confirmed acceptance of the **legal claim** in writing;
 - b) exceeding any amount approved by **us** or **our legal claims handler** or in any event above the limits of cover set out in this Section A3;
 - c) for **legal claims** directly or indirectly, caused by, contributed to or arising from:
 - i. faults in the **vehicle** or faulty, incomplete or incorrect service, maintenance or repair of the **vehicle**;
 - ii. a **road traffic accident** occurring during a race, rally or competition;
 - iii. costs incurred following a payment into court or offer to settle by a third

party unless we or our legal claims handler has authorised you and/or your passengers in writing to continue with the legal claim after the payment into court or offer to settle or you and/or your passengers are ultimately awarded or settle for more than the amount of the payment in offer to settle;

- iv. costs incurred if you and/or your passengers withdraw instructions from the legal representative or from the legal proceedings without our legal claims handler's prior consent, unless our legal claims handler's consent is withheld without good reason. This is not intended to restrict your and/or your passengers right to choose a legal representative in the event of a conflict of interest, or where it becomes necessary to issue court proceedings;
- v. for any expert witness unless previously agreed by our legal claims handler;
- vi. where you and/or your passengers are responsible for any delay which is prejudicial to the legal claim or where you and/or your passengers fail to give proper instructions in due time to our legal claims handler or the legal representative;
- vii. where you and/or your passengers have pursued a legal claim without our legal claims handler's consent or in a different manner from that advised by the legal representative; or
- viii. for you and/or your passengers to obtain a second opinion if you and/or your passengers do not agree with the decision of the legal claims handler or us that your and/or your passenger's legal claim is not covered under this Section A3.

MOTORING LEGAL HELPLINE

We will provide the following helpline services which are open 24 hours a day, seven days a week all year round. You can contact us on 0870 010 5670.

Members and drivers have access to a telephone legal helpline which will provide you with initial legal advice in relation to the use of a vehicle within the territory. Where possible we will advise what your legal rights are,

which options are available to you and how best to implement them and/or whether you need to consult with a lawyer.

We are unable to provide any legal advice in relation to any business or commercial matter or any additional legal advice where, in our opinion, we have given you the options available to you.

CONDITIONS APPLYING TO THIS SECTION A3

In addition to the General Conditions.

1. You and/or your passengers must report a legal claim to us as soon as possible and in any event no later than 180 days after the date you and/or your passengers knew or should have known about the legal claim;
2. During the course of any legal claim you and/or your passengers must take all available steps to recover the legal costs in the legal proceedings;
3. During the course of the legal claim we and our legal claims handler will have the right of direct access to the legal representative;
4. We or our legal claims handler will appoint any legal representative from our panel; however, in the event that the legal claim is not settled by negotiation and it becomes necessary to start court proceedings or if there is a conflict of interest, you and/or your passengers do not have to continue to instruct the legal representative nominated by us or our legal claims handler and you and/or your passengers may propose another legal representative by sending to our legal claims handler the name and address of the suitably qualified legal representative you propose. If our legal claims handler does not agree with you and/or your passengers choice of legal representative you and/or your passengers may propose another who must meet the conditions set out in the definition of legal representative. If our legal claims handler is still unable to agree with you and/or your passengers on a suitable legal representative, it will ask the Law Society, or another body of similar standing, to name a further legal representative. You and/or your passengers and our legal claims handler must accept this nomination. In the meantime, our legal claims handler may appoint a legal representative to act on your and/or your passengers behalf to safeguard your and/or your passengers interests;

5. You and/or your passengers must not incur or enter into an agreement to incur any costs, including those incurred with the legal representative, without our legal claims handler's prior acceptance. In order to use this benefit, the legal representative must act for you and/or your passengers in accordance with our legal claims handler's standard terms of appointment which are available upon request;
6. You and/or your passengers must co-operate at all times in the completion of any necessary documentation and/or provision of information requested either by us or by the legal representative. You and/or your passengers must also not do anything which may prejudice your and/or your passengers legal claim or our legal claims handler's position in respect of the legal claim;
7. Disputes with us, our legal claims handlers or any legal representatives under this Section A3 will not be covered except as provided for under our complaints procedure. Any such disputes in respect of the acceptance, refusal, control or handling of any legal claim under this Section A3 may be referred to arbitration, which will be decided by counsel, or an appropriate body, chosen jointly by our legal claims handler and you and/or your passengers;
8. You and/or your passengers shall take all reasonable steps to:
 - a) prevent any occurrence which may give rise to a legal claim; and
 - b) mitigate the losses that arise from an incident leading to a legal claim and throughout the duration of such legal claim;
9. You and/or your passengers shall forward any accounts for legal costs as soon as they are received and, if required to do so by our legal claims handler, shall have such legal costs taxed, assessed or audited by the appropriate court or authority;
10. We or our legal claims handler may take over and conduct the legal claim and may, subject to your and/or your passengers interests, settle the legal claim in your and/or your passengers name. In addition, we or our legal claims handler may decide not to commence or to terminate legal proceedings at any time and pay you and/or your passengers up to or equal to the amount you and/or your passengers are claiming for or the amount

being claimed against you and/or your passengers; and

11. Every written notice or communication shall be sent to you and/or your passengers at the last address known to us or our legal claims handler.

SECTION B: RECOVERY

Please refer to your policy schedule which sets out whether your membership includes cover for Recovery as set out in this Section B. The number of claims which you can make during the membership year is shown on your policy schedule.

What is covered

If a vehicle has broken down in the territory during the membership period and, following an RAC patrol or an RAC contractor attending the breakdown, we decide to recover the vehicle in accordance with the cover under Section A1 we will transport the vehicle (and any caravan or trailer attached to it) and the driver and up to seven passengers of the broken down vehicle to a destination within the territory chosen by the member or the driver.

Where your home is in Northern Ireland, under this Section B, cover will include the Republic of Ireland and members (under personal based memberships) and drivers (under vehicle based memberships) shall be entitled to be recovered from the Republic of Ireland to your home in Northern Ireland.

What is not covered

1. Recovery that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Recovery cannot be requested later after the RAC patrol or the RAC contractor has left the vehicle;
2. Recovery to more than one destination;
3. Any breakdown within a 1/4 of a mile of your home as measured by us;
4. Any breakdown over the call out limit as shown on your policy schedule;
5. Where we can demonstrate that the recovery service as set out in this Section B, is being used by the member or driver to avoid the cost of repairing the vehicle;
6. Any recovery required as a result of a breakdown resulting from a fault where we have previously provided breakdown cover for that fault and either:

- a. we consider (acting reasonably) that the original fault has not been properly repaired by a party other than the RAC; or
 - b. we advised any member or driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs;
7. Any recovery required as a result of a breakdown resulting from a battery related fault where we have previously provided breakdown cover for that fault and advised any member or driver to replace the battery but the battery has not been replaced;
 8. If we have been called out to a breakdown of a caravan or trailer and cannot repair at the roadside, we will not transport the caravan or trailer. This service may be available at an additional cost. If more than five people require transportation, we may need to provide transport in separate vehicles;
 9. Assistance in a medical emergency;
 10. If the vehicle suffers a breakdown as a result of a mis-fuel we will not recover the vehicle under this Section B. The RAC may be able to repair the vehicle and/or arrange a recovery of the vehicle to another location for an additional cost;
 11. Any vehicle that is already at a garage or other place of repair; and
 12. A second recovery where the original recovery destination could not accept the vehicle due to their opening hours or other restrictions.

SECTION C: AT HOME

Please refer to your policy schedule which sets out whether your membership includes cover for At Home as set out in this Section C. The number of claims which you can make during the membership year is shown on your policy schedule.

What is covered

If a vehicle or the caravan or trailer attached to it has broken down in the territory during the membership period within a 1/4 of a mile of your home as measured by us, we will provide an RAC patrol or an RAC contractor to either:

1. Repair your vehicle, caravan or trailer (as applicable) at the roadside or the home; or

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

If we transport the broken down vehicle and any caravan or trailer attached to it to a destination of your choice, we will provide transport for the driver and up to seven passengers of the broken down vehicle to that chosen destination. If more than five people require transportation, we may need to provide transport in separate vehicles.

What is not covered

1. Any breakdown over the call out limit as shown on your policy schedule;
2. Transportation that is not arranged with the RAC patrol or the RAC contractor when they are dealing with the breakdown. Transportation cannot be requested later after the RAC patrol or the RAC contractor has left the vehicle;
3. The cost of any parts (including batteries) required by us to repair the vehicle. If the RAC patrol or RAC contractor has the required parts you can purchase the relevant parts from us for an additional charge. The parts must be paid for in full at the time of the breakdown and before the repair commences, unless you have purchased Battery Rescue - Section H;
4. The fitting of any parts (including a battery) purchased from any third party. This is to ensure that parts are fitted from reputable sources in order to avoid further call outs under your membership;
5. Any breakdown resulting from a fault where we have previously provided breakdown cover for that fault and either:
 - a. we consider, acting reasonably, that the original fault has not been properly repaired by a party other than the RAC; or
 - b. we advised any member or driver that we had only provided a temporary repair to the fault and further repairs were required

and the subsequent breakdown resulted, at least in part, from a failure to carry out these further repairs;

6. Any breakdown resulting from a battery related fault where we have previously provided breakdown cover for that fault and advised any member or driver to replace the battery but the battery has not been replaced;
7. If the vehicle suffers a breakdown as a result of mis-fuelling we will not repair the vehicle (including but not limited to draining or removing the fuel). We will not recover the vehicle to any destination other than a garage within 10 miles of the breakdown. The RAC may be able to repair the vehicle and/or arrange a recovery of the vehicle to another location which will be for an additional cost, unless you have purchased Mis-Fuel Rescue - Section G;
8. Any vehicle that is already at a garage or other place of repair;
9. Servicing or assembly of a vehicle;
10. Assistance in a medical emergency; and
11. If we have been called out to a breakdown of a caravan or trailer and cannot repair at the roadside, we will not transport the caravan or trailer. This service may be available at an additional cost.

SECTION D: ONWARD TRAVEL

Please refer to your policy schedule which sets out whether your membership includes cover for Onward Travel as set out in this Section D. The number of claims you can make during the membership year is shown on your policy schedule.

What is covered

Onward Travel applies if a vehicle has broken down in the territory during the membership period and, following an RAC patrol or an RAC contractor attending the breakdown and we are unable to repair the vehicle in accordance with the cover under Section A1. We will provide you with one of the following benefits to assist you on your onward journey:

1. Replacement car hire; or
 2. Alternative transport costs; or
 3. Hotel accommodation,
- as described in more detail below.

What is not covered

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

1. We consider (acting reasonably) that the original fault has not been properly repaired by a party other than the RAC; or
2. We advised any member or driver that we had only provided a temporary repair to the fault and further repairs were required and the subsequent breakdown results, at least in part, from a failure to carry out these further repairs.

REPLACEMENT CAR HIRE

What is covered

We will either (subject to availability):

1. Arrange and pay for:
 - a. the hire cost of a replacement car while your vehicle is being repaired as a result of the breakdown (up to a maximum of three consecutive days or until the vehicle has been repaired, whichever is sooner). Any replacement car will be limited to a small hatchback [e.g. a Nissan Note]. We will ensure the hire car has an automatic gearbox, if required by you; and
 - b. insurance for the replacement car, including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess; or
2. If the applicable member or driver does not comply with the terms and conditions of the hire car company used by us and you agree with us to arrange a replacement hire car with another hire car supplier, reimburse you up to £35 per day (up to a maximum of three consecutive days or until the vehicle has been repaired, whichever is sooner) for the cost of the replacement car hire arranged by you.

What is not covered

1. Any replacement car hire arranged by us where you do not comply with the usual terms and conditions of the hire company. For example, requiring the driver to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire

company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions;

2. Any replacement car hire arranged by **you** that has not been agreed with **us** prior to **you** making the arrangements;
3. Delivery and collection of the hire car vehicle including any fuel used during delivery and collection;
4. Any fuel used while the hire car is with a **driver** or **member**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions;
5. Any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
6. Replacement cars with a tow bar;
7. Specially adapted vehicles;
8. The excess payable under any insurance for the replacement car; and
9. Any request for Car Hire that is not made on the same day as the **breakdown** occurred.

ALTERNATIVE TRANSPORT

What is covered

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

HOTEL ACCOMMODATION

What is covered

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

ASSISTANCE IN A MEDICAL EMERGENCY

What is covered

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

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

What is not covered

Where the person is taken ill during a journey to or from a doctor's surgery or hospital, including for planned doctor or hospital appointments or emergencies.

SECTION E: KEY REPLACE

Please refer to **your policy schedule** which sets out whether **your membership** includes cover for Key Replace as set out in this Section E.

What is covered

If during the **membership period** and within **Europe**, an **insured key** is lost or stolen, or locked inside the **members home** or **vehicle** **we** will pay up to £1,000 during a **membership year**, in respect of:

1. Locksmith's charges;
2. New locks (if a security risk has arisen);
3. Up to 3 replacement keys (including any immobiliser, infra-red handset and/or alarm which is integral to any **insured key** if such cannot be re-programmed);
4. Car hire to a maximum of £35 per day and onward transport costs to a maximum of £80; and
5. The re-programming of immobilisers, infra-red handsets and alarms which are attached to the **fob** but are not integral to an **insured key**.

We will also provide an emergency helpline 24 hours a day, 365 days a year on 0845 094 2319 if **you** need assistance.

What is not covered

We will not cover any costs in respect of:

1. Keys lost or stolen when such keys are not attached to the **fob**, unless **you** have already notified the **key replace administrator** that the **fob** has been lost or damaged and **you** are awaiting a replacement, in which event the **key replace administrator** will consider a **claim** in respect of any key which they are satisfied would otherwise have been attached to the **fob**;
2. Stolen keys that were not reported to the police;
3. Any amount which exceeds £1,000 in total in any one **membership year** including call out charges for **insured keys** locked inside the **home** or **vehicle**;
4. Sums claimed where **you** do not produce receipts or invoices for payments **you** have made within 120 days of the **key replace event**;
5. Replacement of an **insured key** within the first 3 days of the date of the loss, unless the **key replace administrator** is satisfied that a delay would cause undue hardship or significant expense;
6. **Insured keys** lost by or stolen from someone other than the **lead member** or **members** residing at the same address as the **lead member**;
7. Costs other than replacement keys where a **claim** for **insured keys** is made if there are duplicate keys available to **you** immediately or reasonably quickly;
8. Any sums for replacement keys in excess of 3 per lock;
9. Any **key replace event** not reported to the **key replace administrator** within 30 days of the loss or theft;
10. Locks and keys which are damaged prior to the loss or theft of **insured keys**;
11. Replacement locks or keys of a higher standard or specification than those replaced;
12. Any replacement car that is not a small hatchback (e.g. a Nissan Note);
13. The balance of vehicle hire charges over a maximum sum of £35 per day;

14. Vehicle hire charges after the third day of hire;
15. Charges or costs incurred where the **key replace administrator** arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and **you** fail to attend;
16. Charges or costs incurred where **you** make alternative arrangements with a third party once the **key replace administrator** has arranged for a locksmith or other tradesman, agent or representative to attend a particular location;
17. The balance of onward transport costs over a maximum sum of £80;
18. Loss of any property other than an **insured key** and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the **fob**;
19. Any loss of earnings or profits which **you** or any other person suffer as a result of the loss or theft of an **insured key**;
20. **Claims** arising from any deliberate or criminal act or omission by **you** or any immediate member of **your** family residing at the same address;
21. **Claims** arising as a result of **your** failure to take all reasonable steps to safeguard an **insured key**; and
22. **Claims** relating to reduction of market value to any property resulting from the loss or theft of the **insured keys**.

CONDITIONS RELATING TO THIS SECTION E

In addition to the General Conditions, the following conditions will apply to Key Replace cover under this Section E.

1. **You** must notify the **key replace administrator** as soon as reasonably possible of any **key replace event** which may give rise to a **claim** and in any event within 30 days of the **key replace event**;
2. **You** must complete any forms requested by the **key replace administrator** and promptly supply such information relating to **your claim** as the **key replace administrator** or their agents require. **You** are responsible for the cost of preparing any **claim** under this Section E;
3. **You** must take all reasonable precautions to minimise the cost of any **claim**;

4. All communications from the **RAC** or **our** representatives shall be deemed duly sent if sent by the **key replace administrator** or its representatives to the **lead members** last known address;
5. All communications sent by **you** to the **RAC** or **our** representatives in connection with Key Replace cover under this Section E shall be deemed duly sent if sent to the **key replace administrator**; and
6. All key **fobs** remain the property of the **RAC** at all times.

SECTION F: COURTESY CAR

Please refer to **your policy schedule** which sets out whether **your membership** includes cover for Courtesy Car as set out in this Section F. The number of **claims you** can make during the **membership year** is shown on **your policy schedule**.

What is covered

If a **vehicle** has **broken down** in the **territory** during the **membership period** and following an **RAC patrol** or an **RAC contractor** attending the **breakdown** **we** are unable to repair the **vehicle** in accordance with the cover under Section A1, once **we** have decided that **we** cannot get **your vehicle** repaired **we** will either:

1. Arrange and pay for:
 - a. The hire cost of a replacement car while the **vehicle** is being repaired as a result of the **breakdown** (up to a maximum of three consecutive days or until the **vehicle** has been repaired, whichever is sooner). Any replacement car will be limited to a small hatchback (e.g. a Nissan Note). **We** will ensure the hire car has an automatic gearbox, if required by **you**; and
 - b. Insurance for the replacement car including collision damage waiver that waives the costs of damage resulting from a collision, but excluding any excess.
2. If the applicable **member** or **driver** does not comply with the terms and conditions of the hire car company used by **us** and **you** agree with **us** to arrange a replacement hire car with another hire car supplier, reimburse **you** up to £35 per day for the cost of the replacement car hire arranged by **you**. (up to a maximum of three consecutive days or until the vehicle has been repaired, whichever is sooner).

What is not covered

1. Any assistance as a result of a **breakdown** resulting from a fault where **we** have previously provided **breakdown** cover for that fault and either:
 - a. **we** consider (acting reasonably) that the original fault has not been properly repaired by a party other than the **RAC**; or
 - b. **we** advised any **member** or **driver** that **we** had only provided a temporary repair to the fault and further repairs were required and the subsequent **breakdown** results, at least in part, from a failure to carry out these further repairs.
2. Any replacement car hire arranged by **us** where **you** do not comply with the usual terms and conditions of the hire company. For example, requiring the **driver** to hold and present a driving licence or being able to provide a valid credit or debit card with sufficient funds available for the car hire company to take a deposit. **We** use reputable car hire companies with market standard terms and conditions;
3. Any replacement car hire arranged by **you** that has not been agreed with **us** prior to **you** making the arrangements;
4. Delivery and collection of the hire car. This will include any fuel used during delivery and collection;
5. Any fuel used while the hire car is with a **driver** or **member**, including any fuel required to refuel the car at the end of the hire car period to comply with the hire company's terms and conditions;
6. Any specific car type or model. **We** can try to arrange additional or upgraded hire car vehicles for an additional cost;
7. Replacement cars with a tow bar;
8. Specially adapted vehicles; and
9. The excess payable under any insurance for the replacement car.
10. Any request for Car Hire that is not made on the same day as the **breakdown** occurred.

SECTION G: MIS-FUEL RESCUE

Please refer to **your policy schedule** which sets out whether **your membership** includes cover for Mis-Fuel Rescue as set out in this Section G.

What is covered

If a diesel **vehicle** shown on **your policy schedule** as being covered for Mis-Fuel Rescue has **broken down** in the **territory** during the **membership period** due to a mis-fuel, **we** will:

1. Empty, flush, clean out and/or unblock the **vehicle's** fuel tank, fuel lines, filters, lift pump, accumulator, regulator and fuel return system;
2. Clean, repair or replace the **vehicle's** injector pump and/or injectors;
3. Fill the **vehicle** with up to 10 litres of fuel to get the **vehicle** mobile and allow **you** to drive to the nearest fuel station; and
4. Arrange the safe disposal of contaminated fuel.

If **we** are unable to repair the **vehicle** due to mechanical damage caused by the mis-fuelling, **we** will transport the **vehicle**, the driver and up to seven passengers to **our** nearest **approved garage network** in the **territory** for repair.

If there are more than five people in the **vehicle** **we** may require two separate vehicles. Cover under this Section G is limited in respect of each eligible **vehicle** during a **membership year** to £2,500 or the market value* of the applicable **vehicle**, whichever is lower.

What is not covered

We will not cover any costs in respect of:

1. Any damage due to:
 - a. wear and tear;
 - b. pre-existing defects;
 - c. any **breakdown** or damage not caused by **you** mis-fuelling; or
 - d. repairs, replacements or alterations not authorised by **us**;
2. The cost of re-fuelling the **vehicle** with any more than 10 litres of fuel;
3. Any **vehicle** that is not a diesel fuelled **vehicle**; or

4. Any act which **we** believe is wilful, unlawful, malicious or negligent.

SECTION H: BATTERY RESCUE

Please refer to **your policy schedule** which sets out whether this **membership** includes cover for Battery Rescue as set out in this Section H.

What is covered

If a **vehicle** shown on **your policy schedule** as being covered for Battery Rescue has **broken down** in the **territory** during the **membership period** due to starter battery failure and **we** diagnose the battery is no longer serviceable, **we** will arrange and pay for a replacement battery to be fitted at the roadside by **us** to allow the **member** or **driver** to continue their journey.

We will safely dispose of the unserviceable battery.

Cover under this Section H is limited to a maximum, in respect of each eligible **vehicle** during a **membership year**, of £600.

What is not covered

We will not cover any costs in respect of:

1. Any battery which requires a manufacturer's dealer to fit it;
2. Any **breakdown** within a 1/4 of a mile, as measured by **us**, from **your home**, unless **your membership** includes At Home cover under Section C;
3. A **vehicle** classed as an electric and/or hybrid vehicle;
4. Any **breakdown** of a **modified vehicle**;
5. Any replacement battery required for the **vehicle** where the incorrect battery was fitted or the correct battery was fitted incorrectly;
6. A battery that has failed due to misuse and/or abuse;
7. A **vehicle** already at a garage or other place of repair;
8. Any act or omission which **we** believe is wilful, unlawful, malicious or negligent; or
9. Repairs, replacements or alterations not authorised by **us**.

*United Kingdom market value as per Glass's Guide.

SECTION I: EUROPEAN RESCUE

Not available on continuous membership.

Please refer to **your policy schedule** which sets out whether this **membership** includes cover for European Rescue as set out in this Section I.

You are covered to an overall limit of £2,500 per **claim**. **You** may make up to two **claims** against valid European Rescue in a **membership year** and each **claim** must be for a separate **journey**.

Obtaining assistance

If you should require assistance please use the relevant contact phone numbers listed on page 2 under **European Rescue**.

State **you** have the benefit of European Rescue and be ready to give the following information:

- **your** name
- **your RAC membership** number
- **your** location and telephone number
- the **vehicle** make, registration and colour
- **your** credit card details

Mobile phones

Whilst convenient, mobile phones are expensive to use and **you** should note some service providers charge for calls to freephone numbers. It may also not be possible for the **RAC** to return a call to a mobile, however where **we** are able to return **your** call, **you** may still have to pay the costs of the international call. Please note mobile phone calls are not covered under European Rescue and the **RAC** regrets it cannot reimburse any costs incurred. **You** are therefore recommended to use a landline phone wherever possible.

SUMMARY OF BENEFITS FOR EUROPEAN RESCUE

Service in the territory

Section I.1 Temporary replacement car on way to port

Service while abroad within Europe

Section I.2 Roadside assistance

Section I.3 Spare parts despatch

Section I.4 Additional accommodation expenses

Section I.5 Journey continuation or return home

Section I.6 Replacement driver

Section I.7 Accidental damage to or loss of tent

Section I.8 Urgent message relay service

Section I.9 Vehicle repatriation to the territory

Section I.10 Customs claims indemnity

Service after return home to the territory

Section I.11 Collection of vehicle left in Europe for repair

Section I.12 Contribution to hire car up to £250

Section I.13 Loss of no claims bonus

Section I.14 Motoring Legal Expenses Insurance

Credit card requirement

Car hire companies insist on having valid credit card details at the time of booking and the card must be produced when collecting a hire car. Therefore, if a hire car is necessary for **you** to continue **your journey** **we** will require **your** credit card details to arrange this.

We will also require **your** credit card details if **we** arrange a service for **you** which is not covered by **your membership** or if it exceeds the European Rescue limit.

Motorcycles

Motorcycles are covered on the same basis as other vehicles. However, **we** regret it is not possible for **us** to hire a motorcycle if a replacement vehicle is required. A hire car or alternative transport will be arranged, whichever is most suitable. **We** are also unable to hire a trailer for **you** to transport **your** motorcycle.

Caravans and trailers

We do **our** best to find solutions to motoring problems, but **we** regret **we** cannot arrange a replacement **caravan** or **trailer** in the event of a **breakdown** which cannot be repaired. It is also virtually impossible to hire vehicles with tow bars so it may become necessary to repatriate a **caravan** or **trailer** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the return date.

Service providers

The garages, breakdown/recovery companies, repairers, car hire companies and other third party service providers whose services are arranged and/or paid for under European Rescue are not checked or approved by the **RAC**. They do not act as agents of the **RAC** and the **RAC** cannot be held liable for acts or omissions of such garages or other third parties. **You** are responsible for making sure any repairs to the **vehicle** are carried out to **your** satisfaction.

Motor insurance and vehicle warranty

European Rescue does not replace motor vehicle insurance. **We** strongly recommend **you** tell **your** motor insurers before taking a **vehicle** abroad. If **you** do not, **your** motor insurance policy may only cover **you** for damage **you** might cause to other people or their property. This means that **you** will not be covered for damage to **your vehicle**, fire, theft etc. **Your** insurers will also need to know if **you** are towing a **caravan** or **trailer**. If the **vehicle** has a manufacturer's or other mechanical warranty, **we** will provide emergency assistance but **you** are responsible for ensuring subsequent repairs are in accordance with the warranty and do not invalidate it.

GENERAL EXCLUSIONS FOR EUROPEAN RESCUE

In addition to the General Exclusions, the following exclusions will apply to European Rescue under this Section I.

1. Costs for anything which was not caused by the incident **you** are claiming for;
2. In the case of any European Rescue benefits, any costs listed under 'We will not cover' and any other costs which are not expressly stated under 'We will cover';
3. The full cost of any parts required to repair the **vehicle** and the cost of any garage labour or other costs in excess of European Rescue limits. Please note these costs may be higher than in the **United Kingdom**;
4. Loss caused by any delay whether the benefit of service is being provided by **us** or someone else (for example a garage, hotel, car hire company, carrier, etc.);

Note: If the **vehicle** has to be repatriated **you** should check with **your** insurers that it will be covered in transit for loss or damage and the contents are also covered. This **membership** will not cover these items during transit.

5. Any incident affecting a **vehicle** hired under the terms of European Rescue;
6. Routine servicing of the **vehicle**, replacing tyres, replacing windows, replacement of missing or broken keys*, running out of fuel or mis-fuelling. **We** may be able to arrange for the provision of these services but **you** must pay for any costs incurred, unless you have purchased Section E - Key Replace;
*Keys which are locked inside a **vehicle** are covered and **we** can arrange for a contractor to attend. However, any damage which may occur in trying to retrieve the keys will be at **your** risk and **you** must pay for any costs incurred.
7. Any costs which are covered by the **vehicle's** warranty;
8. Any **claim** caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from nuclear equipment;
 - b) **your** property being held, taken, destroyed or damaged under the order of any Government or other Authority;

- c) pressure waves caused by aircraft or other flying machines travelling at sonic or super sonic speeds; or
 - d) war, hostilities (whether war be declared or not), terrorist activity, military or usurped power, civil unrest, revolution or any similar event;
9. Any **claim** caused directly or indirectly by the overloading of the **vehicle** and/or any specified **caravan** or **trailer** included under **your membership**;
 10. Any goods/vehicles/boats in or on the **vehicle** and/or **caravan** or **trailer**. **You** are responsible for the care of these items at all times;
 11. Any **claim** as a result of **vehicle breakdown** due to:
 - a) running out of oil or water;
 - b) frost damage;
 - c) rust or corrosion; or
 - d) tyres which are not roadworthy;
 12. Any **claim** caused directly or indirectly by **you** being affected by intoxicating liquors or drugs;
 13. Any **claim** where the **vehicle** is being driven by persons who do not hold a full **United Kingdom** or other recognised and accepted driving licence;
 14. Any **claim** which **you** could make under any other insurance. If the value of **your claim** is more than the amount **you** can get from **your** other insurance **we** may pay the difference. If **we** do make a payment it will not be more than the appropriate benefit limit;
 15. Any **claim** if the **vehicle** is being repatriated and customs in any country find its contents are breaking the law of that country;
 16. The cost of any transportation, accommodation or care of any animal; and
 17. **We** regret cover under **your membership** is not available for motor caravans or minibuses aged 11 years and over. **We** may be able to cover these vehicles under **our** separate European Breakdown Cover.

EUROPEAN RESCUE SERVICE IN THE TERRITORY

SECTION I.1: TEMPORARY REPLACEMENT CAR

What is covered

Cost of self-drive hire car including collision damage waiver and replacement Green Card as necessary:

1. To carry out the planned **journey** if as a result of an accident, fire or theft within 7 days of **your** declared departure the **vehicle** cannot be repaired or recovered (in the case of theft) in time for the **journey**; or
2. To complete the planned **journey** if the **vehicle breaks down** on the way to the port of departure and the **RAC** confirms it cannot be repaired the same day.

What is not covered

Fuel and oil costs, personal insurance or any other extra costs.

Important self-drive car hire information

We will normally try to arrange a hire car equivalent to, but not necessarily the same as, **your vehicle**, if there is one available. If **you** were travelling in a multi-purpose **vehicle** or similar **vehicle we** may arrange two hire cars. **We** will only arrange this if there are two qualified drivers in **your party**. Otherwise **we** will arrange alternative means of transport.

Self-drive car hire arranged under European Rescue will be subject to the normal conditions of the hiring company. These will include limitations on **driver** age, driving convictions and other licence endorsements etc. The **driver** must also have held a full **United Kingdom** driving licence or equivalent for a minimum of one year. **You** must present **your** driving licence to the hire company and in the case of a photo card licence it must be accompanied by the paper counterpart.

Your credit card details will also be required as security for the hire and to cover extras such as top up of the fuel tank when returning the **vehicle**. If **you** leave a hire car at a different location to the one arranged by the **RAC you** must pay any collection charge which may be made.

Please note: **We** cannot guarantee a hire car will be available. **We** cannot arrange the hire of motorised caravans, motorcycles, convertibles or vehicles with tow bar, roof rack or automatic gearbox and cannot guarantee the hire of mini buses or vans. European Rescue does not extend cover to a car hired under the terms of European Rescue.

EUROPEAN RESCUE SERVICE WHILST ABROAD IN EUROPE

SECTION I.2: ROADSIDE ASSISTANCE

Procedure in the event of **breakdown** on a motorway abroad.

If **you break down** on a motorway, use the roadside emergency telephones. **You** cannot normally call the **RAC**. **You** will be connected to the police or authorised motorway service, who will send a breakdown/recovery vehicle to **you**.

In France the same procedure applies if **you break down** on a motorway service area. If **you** are towed from a motorway it will normally be to the recovery company's depot. Contact the **RAC** as soon as **you** can, from the recovery company's depot if possible.

Note: **You** may have to pay labour and towing charges on the spot and an authorised tariff is normally applicable. However, this will only be to the recovery company's own depot in the case of any tow. These items are covered by European Rescue and **you** should obtain a receipt to **claim** a refund on **your** return home.

What is covered

1. Attendance of local breakdown service or garage to repair the **vehicle** at the roadside if possible, or tow it from the place of **breakdown** or **accident** to the nearest local repairer where **you** may arrange and instruct repairs;
2. In the event of **breakdown**:
 - a) a limited contribution up to £150 towards labour charges, if the local repairer is able to effect repairs necessary to enable the **vehicle** to continue the **journey** on the date of the **breakdown**; or
 - b) inspection fees to confirm that the **vehicle** cannot be repaired by **your** return travel date.

What is not covered

1. Repair costs, including labour, if the **vehicle** was in an accident, damaged by fire or stolen, or if it is uneconomical to repair;
2. The cost of parts used for roadside or garage repairs; and
3. The cost of any repairs not directly necessary to enable the **vehicle** to continue the **journey** on the date of the **breakdown**.

SECTION I.3: SPARE PARTS DESPATCH

What is covered

Freight, handling and ancillary charges for despatch of spare part(s) necessary to complete repairs to the **vehicle** but which are not obtainable locally. The fare for one person to collect part(s) from the appropriate railway station or airport.

What is not covered

The cost of parts themselves, which must be paid on receipt. When telephoning the **RAC you** will be asked for **your** credit card details. Alternatively **you** will be asked to pay for the part(s) direct to the repairer.

Any despatch costs for parts that are not necessary to complete repairs to the **vehicle**.

SECTION I.4: ADDITIONAL ACCOMMODATION EXPENSES

What is covered

A contribution of up to £35 per person per day towards necessary additional (not alternative) accommodation expenses for room only while **you** wait for the **vehicle** to be repaired, providing the **RAC** can confirm repairs to the **vehicle** will take more than 12 hours, or if it is to be repatriated to the **territory**. **You** should make **your** own hotel arrangements, but in France or Monaco only **you** may request assistance from the **RAC**.

What is not covered

The costs of meals or any other extra costs.

We reserve the right to limit or refuse any 'Additional accommodation expenses' if the **vehicle** is a motor home or **caravan** designed or modified to be used as accommodation and in **our** opinion can still be used as such.

SECTION I.5: JOURNEY CONTINUATION OR RETURN HOME TO THE TERRITORY

This benefit is not available at the same time as Section I.4 'Additional accommodation expenses'.

What is covered

A contribution to travel expenses to continue the planned **journey** during the period the **vehicle** is not roadworthy or to return **home** by direct route, if the **RAC** can confirm repairs to the **vehicle** will take more than 12 hours, or if it is to be repatriated to the **territory**.

Expenses can comprise up to 14 days self-drive car hire including collision damage waiver and replacement Green Card as necessary, or second/standard class rail, or a combination of both.

Arrangements for self-drive car hire under this Section I.5 must be made by the **RAC**.

This benefit is also available if the **vehicle** is stolen and not recovered within 24 hours. In this event a police report must be obtained. However, this benefit will cease if and when the **vehicle** is recovered in a roadworthy condition.

Where it is estimated repairs will take only a few days, **we** will only pay for **your party** staying and claiming additional accommodation until repairs are completed. If repairs will take longer, a self-drive hire car or other transportation will be arranged to get **your party** to **your** destination. When the **vehicle** is repaired or recovered in a roadworthy condition the cost of a self-drive hire car or other transportation for one person is covered to return to collect it. The **RAC**, after consultation with **you**, will decide the best option.

What is not covered

1. Fuel, oil, personal insurance, any collection charge if a hire car is left at a different location to that arranged and any other extra costs in connection with self-drive hire car;
2. The cost of any car hire beyond the period agreed with the **RAC**. The cost of any car hire not arranged by the **RAC**;
3. Any car hire expenses after the **vehicle** is repaired except for the direct journey to return and collect it;
4. First class rail fares; and
5. Any costs under this benefit if they are for services **you** used at the same time as Section I.4.

SECTION I.6: REPLACEMENT DRIVER

What is covered

Cost of providing a replacement driver to drive the **vehicle** and the **party** to **your** destination or return **home** if a registered doctor declares **you** medically unfit to drive and **you** are the only qualified **driver**.

What is not covered

Replacement driver cost if there is another qualified driver in the **party** who is fit to drive. Any expenses which **you** or **your party** would have had to pay.

SECTION I.7: ACCIDENTAL DAMAGE TO OR LOSS OF TENT

What is covered

Up to £35 per person per day contribution to accommodation expenses if during the **membership year you** are camping and **your** tent is damaged accidentally making it unusable, or it is stolen. Alternatively, **we** may at **our** option authorise the cost of a replacement tent. If **your** tent is stolen **you** must obtain a police report within 24 hours.

What is not covered

1. The cost of meals or any other extra costs;
2. Damage caused by weather conditions;
3. The cost of a replacement tent not authorised by **us**; and
4. Any costs if **your** tent was stolen and **you** do not obtain a police report within 24 hours.

SECTION I.8: URGENT MESSAGE RELAY SERVICE

What is covered

The cost of relaying urgent messages from the **RAC** to **your** immediate relatives or close business associates if the **vehicle** cannot be driven because of **breakdown, accident** or fire or it is stolen.

What is not covered

The cost of relaying any urgent message not arranged through the **RAC**. The cost of non-urgent messages or messages to persons not **your** immediate relatives or close business associates.

SECTION I.9: VEHICLE REPATRIATION TO THE TERRITORY

What is covered

1. The cost of taking the **vehicle** by road transporter from the garage abroad to **your home** or chosen **territory** repairer for repair in the **territory**, if the **RAC** can confirm with the garage that repairs cannot be completed by **your** planned return date to the **United Kingdom** and providing the cost is not more than the **United Kingdom** market value* of the **vehicle** at the date of **your claim**. Please also note that **we** will pay only up to the overall **claim** limit for the **journey**. **You** will be liable for any costs in excess of the overall **claim** limit and **your** credit card account will be charged;
2. If the **vehicle** is declared a 'write-off' by the **vehicle's** insurers, **we** will pay the cost of packing and freighting baggage.

Note: When repatriation is authorised it normally takes 10-14 working days for delivery to a **territory** address from abroad. At busy times it may take longer.

***United Kingdom** market value as per Glass's Guide.

What is not covered

1. **Claims** for any repatriation not authorised by the **RAC**. The cost of repatriation if this is more than the **United Kingdom** market value of the **vehicle** at the date of **your claim**. The cost of repatriation if the **vehicle** is roadworthy;
2. Any costs in excess of the overall **claim** limit; and
3. If the **vehicle** has been fitted with a roof box or bicycle rack, **you** must remove and place it inside the **vehicle**. The roof box keys need to be left with **your** car keys in the event that HM Revenue and Customs require access.

Important: If **you** are making a **claim** against **your** motor insurance in the event of an **accident, fire, theft** or break-in **we** require their agreement before repatriating the **vehicle**. **We** also reserve the right to negotiate with them to reclaim costs incurred.

SECTION I.10: CUSTOMS CLAIMS INDEMNITY

What is covered

Continental or Republic of Ireland customs claims for duty:

1. If the **vehicle** is beyond economic repair as a result of fire or theft abroad during the **journey** and it has to be disposed of abroad under customs supervision; or
2. It is stolen abroad during the **journey** and not recovered. The **RAC** will deal with necessary customs formalities.

What is not covered

Any import duties not relating to the **vehicle**.

EUROPEAN RESCUE - SERVICE AFTER RETURN HOME TO THE TERRITORY

SECTION I.11: COLLECTION OF VEHICLE LEFT ABROAD WITHIN EUROPE FOR REPAIR

What is covered

The following costs for one person to collect the **vehicle**, repaired abroad after **breakdown**:

1. Standard/second class rail fare plus other public transport fares which are necessary to reach place of collection;
2. Additional homeward cross channel ferry fare for repaired **vehicle** and one person (calculated by taking the actual fare less the value of any unused homeward portion of **your** original cross channel ticket); and
3. Up to £35 per night for single room hotel accommodation necessary to complete the round trip – limited to room only.

What is not covered

First class rail fares, the cost of any meals, costs for more than one person.

Note: The **RAC** will make the sole decision whether the **vehicle** should be repaired abroad for **you** (or someone nominated by **you**) to return and collect. When **you** are advised the **vehicle** is repaired and ready for collection **you** must immediately notify the **RAC**.

SECTION I.12: CONTRIBUTION TO HIRE CAR UP TO £250

What is covered

Up to £250 for self-drive car hire, including collision damage waiver, whilst **you** are awaiting the repatriation of the **vehicle** from abroad under the terms of European Rescue.

What is not covered

Fuel, oil, personal insurance and any other extra costs. Self-drive car hire after the **vehicle** is returned to **your** chosen **territory** address. Cost of self-drive car hire if **you** or a person chosen by **you** is collecting the **vehicle** from abroad after repair. Any cost over £250. **We** will not cover any policy excess.

SECTION I.13: LOSS OF NO CLAIMS BONUS

What is covered

Compensation for the amount of no claims bonus **you** lose on **your** motor insurance policy due to an **accident(s)** abroad within **Europe** in the **vehicle** during **your membership year**.

Compensation is payable at the renewal date of the motor policy after expiry of **your membership year**. **You** must provide written confirmation of the amount and that no third party action is being taken to recover the loss of **your** no claims bonus.

What is not covered

Any amount if third party action is being taken to recover the loss of **your** no claims bonus. Subsequent reductions in no claims bonus and any loading of the premium.

SECTION I.14: MOTORING LEGAL EXPENSES INSURANCE

You will be covered when travelling in the **vehicle** from the **territory** to a destination within **Europe**. This includes the **journeys** both from and to **your home** provided that these fall within the **membership year**. The **RAC** also covers the **vehicle** on board a ferry, Eurotunnel, a hovercraft, catamaran or motorail service.

The full terms of the Motoring Legal Expenses Insurance are set out below.

What is covered

1. The **RAC** will provide **you** with initial legal advice following an **insured event**;
2. The **RAC/LAR** will indemnify **you** up to the **limit of cover** against the **legal costs** of:
 - a) the pursuit of a **claim** for **uninsured losses** directly arising from a **road traffic accident**; and/or
 - b) the defence of a motoring prosecution brought against **you** in connection with criminal proceedings involving the **vehicle**;
3. **Your** reasonable costs of travelling abroad within **Europe** for any necessary medical examination or court appearance. The **RAC** will pay up to £1,000 per road traffic accident.

What is not covered

1. Claims for **uninsured losses** of a value of £250 or less;
2. Appeals unless **you** have notified the **RAC/LAR** in writing of **your** wish to appeal at least ten working days before the deadline for any such appeal and the written approval of the **RAC/LAR** has been obtained;
3. Claims (including appeals) which, in the reasonable opinion of the **RAC/LAR**, do not have a reasonable chance of success or, in the case of a **claim** for **uninsured losses**, where in the reasonable opinion of the **RAC/LAR**, there is not a reasonable chance of successfully recovering a substantial proportion of damages which may be awarded. Cover may be refused or discontinued if such prospects do not, or no longer, exist;
4. Legal Costs:
 - a) incurred before the **RAC/LAR** have confirmed acceptance of the **claim** in writing;
 - b) exceeding any amount approved by the **RAC/LAR**;
 - c) incurred following a payment into court by a third party unless the **RAC/LAR** have authorised **you** in writing to continue with the **claim** after the payment into court or **you** are ultimately awarded or settle for more than the amount of the payment;
 - d) incurred if **you** withdraw instructions from the **legal representative** or from the **legal proceedings** unless such withdrawal is approved by the **RAC/LAR**;
- e) for any expert witness unless previously agreed by the **RAC/LAR**, where **you** are responsible for unreasonable delay which is prejudicial to the **claim** or where **you** fail to give proper instructions in due time to the **RAC/LAR** or the legal representative; and
- f) where **you** pursue a **claim** without the consent of the **RAC/LAR** or in a different manner from that advised by the legal representative;
5. Claims against **us** or any company or subsidiary of the **RAC** or claims by **you** against any other person covered under **your RAC membership**;
6. Claims relating to matters for which **you** would, but for the existence of **your RAC membership**, be entitled to indemnity under any other policy;
7. Claims directly, or indirectly, caused by, contributed to or arising from:
 - a) prosecutions of an **insured person** which allege dishonesty or violence or which arise from drink or drugs related offences or parking offences;
 - b) any deliberate illegal act or omission by **you** or any act which is false or fraudulent in any way;
 - c) faults in the **vehicle** or faulty incomplete or incorrect service, maintenance or repair of the **vehicle**; or
 - d) a road traffic accident occurring during **your** participation in a race, rally or competition;
8. **Claims** for travelling expenses, subsistence allowances or compensation for absence from work, except that **we** will pay reasonable costs for **you** to travel abroad for a medical examination or a court hearing if this becomes necessary, up to £50 per person per day. This is subject to a maximum of £1,000 per road traffic accident; or
9. **Legal costs**, fines or other penalties which a court of criminal jurisdiction orders **you** to pay.

Important: On the continent documentation for **claims** is essential and **you** must obtain receipts for all items for which **you** wish to **claim**.

Conditions for Motoring Legal Expenses under European Rescue

In addition to the General Conditions and General Exclusions, the following exclusions will apply to European Rescue under this Section I.14.

1. To make a **claim** **you** must notify the **RAC** of the **claim** in writing as soon as reasonably possible and in any event within 180 days of the **insured event** leading to the **claim**;
2. On receipt of a **claim** under this Section of European Rescue the **RAC/LAR** will evaluate the **claim**, advise on the steps **you** should take to pursue the **claim** and, where appropriate, appoint a legal representative from its approved panel to pursue the **claim** by negotiation.

In the event that the **claim** is not settled by negotiation and proceedings are necessarily issued, **you** do not have to continue to instruct the **legal representative** nominated by the **RAC/LAR** and may propose another legal representative;
3. During the course of the **claim** **you** must:
 - a) co-operate at all times in the completion of any necessary documentation or provision of information requested either by the **RAC/LAR** or by the legal representative;
 - b) not do anything which may prejudice **your** case or the **RAC's** position in respect of the **claim**;
 - c) take all available steps to recover the **legal costs** in the **legal proceedings**; and
 - d) notify the **RAC** of any settlement offer made before accepting it;
4. During the course of the **claim** the **RAC** and **LAR** will have the right of direct access to the legal representative;
5. The **RAC** shall not provide cover under this Section I.14 if **you** make a false declaration when applying for cover;
6. **You** shall take all reasonable steps to prevent any occurrence which may give rise to a **claim** under this Section I.14;
7. **You** shall take all reasonable steps to mitigate the losses that flow from a road traffic accident;

8. The **RAC** may take over and conduct the **claim** and may settle the **claim** in **your** name, for example where the **RAC** is unable to contact **you**. The **RAC** will take all reasonable steps to protect **your** interest; and
9. Every written notice or communication by the **RAC** shall be sent to **you** at the last address known to the **RAC**.

GENERAL TERMS AND CONDITIONS FOR EUROPEAN RESCUE

1. **You** may make as many **journeys** as **you** wish during the **membership year** but each **journey** is limited to 90 days maximum. **You** may make a maximum of two **claims** during a **membership year**, each of which must be for a separate **journey**. Cover for Section I.1 Temporary replacement car, will start 7 days before each booked **journey** within the **membership year**. Cover for the other Sections starts on **your** departure from **home** or arrival abroad as appropriate;
2. European Rescue does not cover motor homes, caravans or minibuses;
3. A **vehicle** can only be covered if it is being used for a **journey** and returning to the **territory** within the **membership year**;
4. **Caravans** and baggage or boat trailers of proprietary make not over 3,500kg (3.5 tonnes) gross vehicle mass are covered and they must also carry a roadworthy spare wheel and tyre;
5. Maximum number of persons: The **vehicle** must not carry more persons than recommended by the manufacturer, up to 8 persons maximum (including the **driver**);
Note: **Your** cover will not be valid if **you** carry within the **vehicle** more persons than the seating capacity stated in the **vehicle's** Vehicle Registration Document.
6. Eligible persons: **You** must be permanently resident in the **territory**;
7. **Vehicle** condition:
 - a) the **vehicle** must be roadworthy and in good mechanical condition at least 7 days before any booked **journey** within the **membership year**. **You** must also make sure it is serviced as the manufacturer recommends; and
 - b) **you** must make sure the **vehicle** (including any **caravan/trailer** **you** wish to cover) meets all the laws of the countries **you**

visit. This includes particularly weight limits for towing. If **you** do not comply with these laws **we** can refuse to provide service;

8. For expenses **claims** **you** must retain all original receipts or bills for items of expense that **you** wish to **claim** back from **us** under the **membership**. **We** may not repay **your** expenses unless **you** can provide original receipts or bills;
9. Authority for repatriation or repair:
 - a) if the **vehicle** is not able to be driven due to a road traffic accident, fire, break-in or theft, any damage which **you** are entitled to have repaired by **your** motor insurer must be reported to them immediately. **Your** insurer must decide whether to authorise repair abroad or have the **vehicle** repatriated. **We** cannot repatriate the **vehicle** unless **your** insurer first give their permission. **We** also reserve the right to negotiate with them to reclaim any costs **we** may have incurred; and
 - b) it is **our** decision alone whether to repatriate or repair locally a **vehicle** which cannot be driven as a result of a **breakdown**, or as a result of a **road traffic accident**, fire or theft, for which **you** do not have fully comprehensive cover;
10. Repatriation will not be available if the **United Kingdom** market value of the **vehicle** is less than the cost of repatriation;
11. **You** must pay for the cost of all parts, plus garage labour or other costs in excess of **your** European Rescue limits. Please note that these costs may be higher than in the **United Kingdom**;
12. **You** must pay back to **us** on demand:
 - a) any costs **we** have paid for which **you** are not covered under European Rescue; and
 - b) the cost of any spare parts supplied;Note: **We** reserve the right to charge these costs to **your** credit card account if necessary.
13. **We** will not be responsible for any delays in obtaining a hired vehicle and cannot guarantee to provide it in time to connect with any pre-booked ferry or train etc. **You** may need to collect a hired vehicle from the nearest available place of supply;
14. After **you** have asked the **RAC** to despatch parts **you** are responsible for paying for them

in full, even if **you** later obtain them locally. **We** will arrange to despatch parts as quickly as possible but delays will occur at weekends and bank holidays. **We** will not be responsible for manufacturers' or suppliers' errors, loss or damage of parts in transit or any delay in delivery;

Note: that **we** cannot guarantee the availability of spare part(s), especially for older **vehicles**, for which parts may be impossible to locate.

15. On occasion **you** may be asked by the **RAC** to make **your** own taxi arrangements. In this instance, **you** should obtain a receipt and send it to **us** to **claim** a refund after **you** have returned **home**;
16. **We** will not be responsible for any unforeseeable losses; losses that were not caused by **our** negligence, or for any business losses. This does not apply to any **claim** **you** may have for death or personal injury. Nothing in this condition will affect the statutory rights **you** have regarding faulty or incorrectly described products and services or any failure by **us** in providing **our** services; and
17. The precise terms of European Rescue are set out in this policy booklet. If there is any dispute relating to the European Rescue cover, the terms and conditions in this policy booklet will apply.

MAKING A CLAIM FOR COSTS INCURRED ABROAD

When providing assistance **we** make every effort to meet on **your** behalf all costs within the claim limit. However, in some instances **you** may be asked to pay locally and reclaim costs on **your** return to the **United Kingdom**. There may also be occasions when **you** arrange and pay for assistance direct and wish to reclaim the cost.

All **claims** must be made on an RAC claim form and are subject to the claims procedure and conditions detailed below.

If **you** have paid any cost which **you** believe is covered under European Rescue, please telephone **us** for a claim form immediately on **your** return **home** using the number listed on page 2. State **you** wish to **claim** under European Rescue and quote **your** **RAC** **membership** number. When returning **your** completed claim form **you** should enclose relevant original receipts (not photocopies). The claim form should be received by **us** no later than one month after **your** return to the **territory**.

CONDITIONS FOR PAYMENT OF CLAIMS FOR COSTS INCURRED ABROAD

Payment of **claims** depends on **you** complying with the following conditions for all Sections of European Rescue.

1. **You** must be a resident of the **territory**;
2. **You** must make any **claim** in writing on an RAC claim form which must be received by **us** no later than one month after **you** return to the **territory**. **Claims** which are not on an RAC claim form will not be accepted;
3. If **we** pay out money for **you** under European Rescue **we** can take over **your** right to get that money back. **You** must co-operate with **us** as much as possible to enable **us** to do this;
4. **You** must do all **you** can to prevent accident, injury, loss or damage, as if **you** were not covered under European Rescue;
5. **You** must forward to **us** any writ, summons, legal document or other communication about the **claim** as soon as **you** receive them;
6. **You** must obtain any original receipts, certificates, police reports, evidence etc. and give all the information and help **we** may need at **your** expense. This includes medical certificate(s) and details of **your** household insurance if necessary;
7. **You** must not admit liability or offer or promise payment without **our** written permission;
8. If any **claim** is found to be fraudulent in any way **your** European Rescue will be cancelled immediately and all **claims** forfeited; and
9. Exchange rates used are those valid at the date **your** **claim** is assessed by **us**.

For the purpose of insurance regulation, the home state of this **membership** will be the **United Kingdom**.

GENERAL CONDITIONS

The following conditions apply to all Sections of this membership. If any member or driver does not comply with these conditions we may not be able to provide cover under your membership and we may cancel your membership.

1. The lead member must pay the premium for this membership and any applicable taxes (as set out in your policy schedule) by the due date set out in your policy schedule or the membership may be cancelled. The premium for a 12 or 24 month membership will be due in full in advance. The premium for a continuous membership will be due each month in advance;
2. Where you claim under this membership for a reimbursement of payments made by you, you must have proof that you have made such payment before we will reimburse you, for example a receipt or invoice relating to the payment;
3. Members and drivers must prove their identity by producing their valid membership card and one other form of proof of identity or two other forms of proof of identity where you or the driver does not have the membership card with you before we will provide any service to them under your membership. If a member or driver is unable to provide proof of identity, we may provide the requested service for an additional charge;
4. Personal based membership - all members must be members of the household;
5. Vehicle based membership - all vehicles must be registered at your home;
6. Personal based membership - a member must be with the vehicle at the time of the breakdown and when the RAC patrol or RAC contractor arrives at the breakdown. If they are not, we will not provide any service related to the breakdown;
7. Vehicle based membership - a person that can legally drive the vehicle and is willing to drive the vehicle must be with the vehicle at the time of the breakdown and when the RAC patrol or RAC contractor arrives at the breakdown. If they are not, we will not provide any service related to the breakdown;

8. If we provide an onward transportation service of passengers of a vehicle, anyone under the age of 16 must be accompanied by someone who is 17 or over;
9. If we provide an onward transportation service of passengers of a vehicle, any animals that were in the vehicle can only be transported in the vehicle at your own risk. We will not transport animals in the recovery vehicle and we will not be liable for or insure any animal during any onward transportation. Any assistance animals must be transported with their owners;
10. You must maintain the vehicle in a legal and roadworthy condition. This includes (but is not limited to) ensuring the vehicle complies with the following conditions throughout the membership period:
 - a. it has a valid current excise licence (a tax disc) (unless the vehicle is exempt from the requirement to hold an excise license under Section 5 of the Vehicle Excise and Registration Act 1994, this includes certain old vehicles, agricultural vehicles and emergency vehicles);
 - b. it has a valid MOT certificate; and
 - c. it has valid motor insurance as required by the road traffic acts;

On a request from us, you must provide us with proof that the vehicle complies with any of the above conditions and allow us to examine the vehicle to confirm whether it is in a legal or roadworthy condition, at any time. If you are unable to provide us with such proof, if you do not allow us to examine the vehicle or we consider (acting reasonably) that a vehicle is not in a legal or roadworthy condition for any other reason, we reserve the right to refuse to provide any service under this membership relating to that vehicle.

MISUSE OF MEMBERSHIP

You must not:

1. Behave inappropriately towards any representative of the RAC by, including but not limited to, acting in a threatening or abusive manner, whether verbally or physically; or
2. Misuse the membership by, including but not limited to, any of the following:
 - a. persuading or attempting to persuade any representative of the RAC into a dishonest or illegal act;

- b. omitting to tell the RAC important facts about a breakdown in order to obtain a service that would not otherwise be covered under the membership;
- c. providing false information in order to obtain a service that would not otherwise be covered under the membership;
- d. knowingly allow, or not take reasonable care to prevent, someone not covered by the membership attempting to obtain a service under this membership; or
- e. paying for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment;

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

1. Restrict the cover available to the lead member at the next renewal, if the lead member wishes to continue the membership with us;
2. Restrict the payment methods available to the lead member;
3. Refuse to provide any services to you under this membership with immediate effect;
4. Immediately cancel this membership in accordance the cancellation provisions; and
5. Refuse to sell any services (including RAC membership) to any member or driver in the future.

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

GENERAL EXCLUSIONS

The following exclusions apply to all Sections of this membership.

This membership does not cover:

1. Any breakdown or request for service occurring within the first 24 hours of the lead member joining or upgrading (for the upgraded cover only) the membership. For Section A1 (Roadside), we will attend the vehicle and provide cover within the first 24 hours, but only where the vehicle had not broken down prior to the lead member joining or upgrading;

2. Attendance following a road traffic accident. If you have had a road traffic accident in the territory and would like us to recover the vehicle we may be able to assist for an additional charge;
3. Attendance following fire, flood, theft, act of vandalism or any other incident covered by any policy of motor insurance. If you would like us to recover the vehicle following one of these incidents we may be able to assist for an additional charge;
4. Vehicles which have broken down on land to which you or we do not have permission to access;
5. Vehicles which have broken down as a result of taking part in any motorsport event or activity which takes place off the public highway (including, without limitation, rallies or stock car racing) and is not subject to the normal rules of the public highway. However, vehicles participating in any event which take place on and complies with the normal rules of the public highway (such as a treasure hunt, touring assembly or navigational road rally), will not be excluded;
6. Vehicles being demonstrated or delivered under trade plates;
7. The recovery of any caravan or trailer except where the vehicle that was towing the caravan or trailer has broken down. If you would like us to recover any caravan or trailer in these circumstances, we may be able to assist for an additional charge;
8. The transportation of any vehicle which the RAC patrol or RAC contractor considers (acting reasonably) is loaded over its legal limit;
9. The cost of specialist equipment for any reason (including safely lifting a modified vehicle). We may be able to arrange breakdown and recovery services with specialist equipment if needed for an additional charge. All costs of such services will be payable in advance direct to the RAC patrol or RAC contractor;
10. Any vehicle which is used for business use;
11. Transportation of any horses or livestock;

12. Any services or benefits relating to a **breakdown** that was reported under a different membership to this **membership**. To receive any services or benefits under this **membership**, you must have reported the **breakdown** against this **membership**;
13. Any costs:
 - a. incurred without **our** prior consent. All requests for service must be made directly to **us**;
 - b. relating to repairs of wheels and tyres and costs relating to any **vehicle**, **caravan** or **trailer** not carrying a serviceable spare tyre and wheel (including the cost of a spare tyre and wheel and the costs of sourcing it);
 - c. relating to **you** having failed to carry or having misused any equipment provided by the **vehicle**, **caravan** or **trailer** (as appropriate) manufacturer for the purposes of removing the **vehicle**, **caravan** or **trailer** (as appropriate) spare tyre and wheel, including but not limited to a key to remove a wheel secured by locking wheel nuts;
 - d. relating to repairs or replacement to glass in the **vehicle** (including windscreens). **We** will arrange the recovery of the **vehicle** to a nearby garage for assistance but **we** will not pay for any replacement glass or pay for the fitting of any glass. **You** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
 - e. relating to the keys to a **vehicle** being lost, broken or locked in the **vehicle** unless **you** have cover under Section E. **We** may be able to arrange for a locksmith to attend the **vehicle** in these circumstances for an additional charge. **We** will arrange the recovery of the **vehicle** to a nearby garage for assistance but **you** will have to pay for any work carried out on the **vehicle**. **We** may be able to arrange the recovery of the **vehicle** to another location for an additional charge;
 - f. for vehicle storage charges; or
 - g. for ferry crossings and/or toll fees of a **vehicle** to enable a successful recovery of the **vehicle** under this **membership** and the cost of any return ferry crossings and/or toll fees of the recovery vehicle;

14. **We** will not pay for any losses that are not directly associated with the **breakdown** or the incident in relation to which a **claim** is made under this **membership**. For example, loss of earnings due to **us** being unable to repair the **vehicle** at the roadside, losses caused by delay in **us** providing any benefit of service or onward travel costs such as missed flights;
15. **We** will not provide any service under this **membership** if **we** are prevented from doing so in circumstances beyond **our** reasonable control including, without limitation, an act of terrorism, severe weather conditions, the activities of civil or government authorities, third party industrial disputes or internal industrial disputes. In these circumstances **we** will take steps to prevent or minimise the effects of such circumstances on **our** services; and
16. In the event of involvement of an **emergency service**, **we** will not remove the **vehicle** until all **emergency services** concerned have provided **us** with authorisation. If the **emergency services** insist on the removal of the **vehicle** by anyone other than **us**, **we** will not meet the cost of the removal.

RENEWAL AND ANNUAL REVIEW

RENEWAL OF A 12 OR 24 MONTH MEMBERSHIP

Prior to the end of the **membership period** **we** will write to the **lead member** to confirm whether **we** will renew the **membership** and, if so, any changes to the premium and the terms and conditions applicable to the **membership** for the next **membership period**. This means that, irrespective of when the **lead member** first became a **member**, the revised premium and terms and conditions will apply to the services that will be provided under the **membership**, from renewal of the **membership**.

If the **lead member** has authorised **us** (verbally or in writing) to hold their payment account details on **our** database **we** will automatically renew the **membership** and collect the premium from the account with the details the **lead member** has provided. If the **lead member** does not wish to **us** to automatically renew the **membership** or does not wish **us** to renew this **membership** using this payment method he or she will need to contact **us** before the renewal date.

If the **lead member** has informed **us** that he or she does not wish **us** to automatically renew the **membership**, the **lead member** has not authorised **us** to hold his or her payment account details, or the **lead member's** payment details have changed, **we** will not renew the **membership** and it will expire at the end of the current **membership period**. If **we** have invited the **lead member** to renew the **membership** and he or she would like to renew in these circumstances, contact **us** on the details set out under How to Contact Us, and provided the applicable premium is paid within 60 days of the **start date** of the new **membership period**, **we** will renew the **membership** from the renewal date.

ANNUAL REVIEW OF A CONTINUOUS MEMBERSHIP

Provided the applicable premium has been paid, a **continuous membership** will continue until it is cancelled by the **lead member** or **us** in accordance with the provisions set out under Member Cancellation. However, **we** may review the premium and other terms and conditions of a **continuous membership** at the end of each **membership year**. **We** will write to the **lead member** at least 21 days before the end of each **membership year** with details of any changes to the premium or other terms and conditions of the **membership** that will take effect from the start of the next **membership year**.

If the **lead member** has authorised **us** (verbally or in writing) to hold their payment account details on **our** database **we** will continue the **membership** and automatically collect the applicable premium from the account with the details the **lead member** has provided. If the **lead member** does not wish **us** to continue the **membership** or does not wish **us** to use this payment method he or she will need to contact **us** before the end of the current **membership year**.

If the **lead member** has informed **us** that he or she does not wish **us** to continue the **membership**, the **lead member** has not authorised **us** to hold his or her payment account details, or the **lead member's** payment details have changed, **we** will not continue the **membership** and it will expire at the end of the current **membership period**. If the **lead member** would like to continue the **membership** in these circumstances, contact **us** on the details set out under How to Contact Us below, and provided the applicable premium is paid within 60 days of the **start date** of the new **membership year**, **we** will continue the **membership**.

MEMBERSHIP CANCELLATION

THE LEAD MEMBER'S RIGHT TO CANCEL

1. The **lead member** is entitled to cancel the **membership** within the first 14 days following the **start date** or the date he or she receives these terms and conditions with **your policy schedule**, whichever happens later. If any **member** or **driver** has made a **claim** within this 14 day period, **we** will not refund the premium. If any **member** or **driver** has not made a **claim** within this 14 day period **we** will refund **your** premium in full. If, after the 14 day cooling off period, the **lead member** upgrades the **membership** at any time to include additional services and benefits under Sections B to I that were not already included at the commencement of the **membership**, no further cooling off period will apply to this additional cover.
2. At any time after this 14 day period, the **lead member** is entitled to cancel the **membership** upon giving **us** not less than 30 days' notice. A 12 or 24 month **membership** will be cancelled with effect from expiry of the notice period. A **continuous membership** will be cancelled with effect from the next payment date following expiry of the notice period; and
3. If the **lead member** cancels the **membership** or removes any Section of cover under the **membership** after the 14 day cooling off period, **we** will not refund any premium that has already been paid or that is due to **us**.

Cancellations must be made by contacting **us** on the phone number or at the address set out under How to Contact Us.

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

OUR RIGHT TO CANCEL

1. If any premium for the **membership** is not paid by the applicable due date for payment set out in **your policy schedule**, **we** will notify the **lead member** in writing. If all payments of premium due are not made within 28 days of the original applicable due date, **we** may cancel the **membership** with effect from the missed due date for payment; and

2. We may cancel the **membership** in the event of misuse of the **membership** as set out in the General Conditions. In the event that we decide to cancel the **membership**, we will notify the **lead member** in writing and the **membership** will be cancelled with immediate effect. We will not refund any premium that has already been paid or that is due to us.

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

CHANGES TO YOUR DETAILS

The **lead member** must notify us immediately (using the details under How to Contact Us) if he or she wants to amend any details relating to the **membership** including any change to the **home address** and (if this is a **vehicle based membership**) any change to any **vehicle** to be covered under the **membership** and (if this is a **personal based membership**) any change to any **member** or **vehicle** to be covered under the **membership**.

We will provide the **lead member** with a revised **policy schedule** setting out the new details applicable to the **membership**.

We will not change the identity of the **lead member**. If the **lead member** cancels the **membership** for any reason, the whole **membership** will be cancelled and all other **members** will no longer be covered by the RAC under the **membership**. We will be able to set up a new **membership** for the other **members** with one of the **members** becoming the **lead member**.

UPGRADING THE MEMBERSHIP

The **lead member** can upgrade the **membership** at any time to include additional services and benefits under Sections B to I that are not already included under the **membership** by contacting us using the details under How to Contact Us. If the **lead member** does upgrade during any **membership period** he or she must pay the relevant applicable premium for the additional Section of cover. If we do not receive any applicable premium for an upgrade the **lead member** has requested, we will not upgrade the **membership** or not continue the upgraded **membership** and the additional services under the applicable Section of cover will not be

included under the **membership** with effect from the missed due date for payment.

The upgraded Section of cover will apply from 24 hours following the upgrade. This means you will not be able to benefit from the cover until the 24 hour period has expired.

We will provide the **lead member** with a revised **policy schedule** setting out the Sections of cover applicable to the **membership**.

CHANGES TO THE MEMBERSHIP TERMS AND CONDITIONS

In addition to our right to review the premium and other terms and conditions for **membership** at the end of the **membership period** (and for a continuous **membership** at the end of each **membership year**), we can make changes to the **membership terms and conditions** at any time:

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

Any change to the **membership terms and conditions** (together with the reasons for such changes) will be notified to the **lead member** at least 21 days in advance of the date that the change is due to take effect. We recommend the **lead member** notifies any **member** or **driver** that is affected by the change.

If the change disadvantages, the **lead member** may cancel the **membership** immediately by contacting us. If so, the **lead member** will be entitled to a refund of the premium paid to us subject to a deduction for the period from the **start date** to the effective date of cancellation of the **membership**. This will be calculated (daily) on a pro-rata basis.

HOW TO CONTACT US

For general enquiries about the **membership**, including changes to the cover under the **membership** and renewals*:

1. Call us on 0844 891 1288 (opening times. Mon to Fri 8:00 am to 9:00pm, Sat 8:30am to 5:00pm and Sun 10:00am to 4:00pm); or
2. Write to us at:
RAC Motoring Services
Customer Services Department
Great Park Road
Bradley Stoke
Bristol BS32 4QN

If you contact us in writing please provide your full name, contact telephone number, **membership number** and, where applicable, the **vehicle registration number**. Please be prepared to provide the same information if you call us.

If you have any problems reading this policy booklet you can contact our customer services department on 0844 891 1288* for a large font or Braille version.

* Call charges may apply. Please check with your telephone provider.

COMPLAINTS

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

If you are dissatisfied with any aspect of our **breakdown services** under Sections A1, B, C, D, F, G, H and I:

1. Call our customer service number on: 0844 891 1288; or
2. Write to us at:
Breakdown Customer Care
RAC House
PO Box 200
Walsall WS5 4AW; or
3. Email us at:
breakdowncustomer@rac.co.uk

If you are dissatisfied with any aspect of our Motor Legal Care (Section A2) or our Accident Care:

1. Call us on: 0800 0966 999; or
2. Write to us at:
RAC Accident Care
RAC House
Great Park Road
Bradley Stoke
Bristol
BS32 4QN; or
3. Email us at: legalcustomer@rac.co.uk

If you are dissatisfied with any aspect of our services under Motoring Legal Expenses Insurance (Section I.14):

1. Call us on: 0870 549 3320 (Monday- Friday 9am-5pm); or
2. Write to us at:
RAC Legal Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN

If you are dissatisfied with any other aspect of our services under Key Return (Section A2) and Key Replace (Section E) or any other Section:

1. Call our customer service number on: 0844 891 1288; or
2. Write to us at:
Membership Customer Care
RAC Motoring Services
Great Park Road
Bradley Stoke
Bristol BS32 4QN; or
3. Email us at:
membershipcustomer@rac.co.uk

If you contact us in writing or by email please provide your full name, contact telephone number, **membership number** and, where applicable, the **vehicle registration number**. Please be prepared to provide the same information if you call us.

Using this complaints procedure will not affect your legal rights.

* Call charges may apply. Please check with your telephone provider.

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
South Quay Plaza
183 Marsh Wall E14 9SR

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

If **your** complaint relates to any provision of services provided by RAC Motoring Services under Sections A1, A2, B, C or Accident Care, **you** will not be able refer **your** complaint to the Financial Ombudsman Service.

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

* Call charges may apply. Please check with your telephone provider.

FINANCIAL SERVICES COMPENSATION SCHEME

RAC Insurance Limited (in relation to Sections A3, D, E, F, G, H and I) is covered by the Financial Services Compensation Scheme (FSCS). If it is unable to meet its obligations under the relevant Sections of cover, **you** may be entitled to compensation from the FSCS.

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

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

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

YOUR DATA

DATA PROTECTION STATEMENT

For the purposes of the Data Protection Act 1998, the data controller in relation to the personal data **you** supply is RAC Motoring Services (RACMS), (Registered No: 01424389), Registered Office: RAC House, Brockhurst Crescent, Walsall, WS5 4AW.

RACMS will share the information **you** provide, together with other information, with its group companies*. RAC group companies (RACGC) will use this for administration, marketing, customer services and to calculate **your** premium. RACGC will disclose **your** information to our service providers and agents for these purposes. RACGC may keep **your** information for a reasonable period to contact **you** about our services.

RACGC may transfer **your** information outside of the European Economic Area, for example to Asia. RACGC will only do this where it is necessary for the conclusion or performance of a contract between **you** and **us**, or that RACGC enter into at **your** request, in **your** interest, or for administrative, or our own marketing purposes.

When **you** give **us** information about another person, **you** confirm that they have authorised **you** to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of **your** information (for which RACGC will charge a small fee) and to correct any inaccuracies. RACGC may record telephone calls for staff training and evidential purposes.

In assessing **your** application now or at renewal, RACGC or **our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any **claims** made.

RACGC may monitor and record any communications with **you** including telephone conversations and emails for quality assurance and compliance reasons.

*If **you** would like a list of all RAC group companies, please write to the Data Protection Officer at RACMS using registered address listed above.

SENSITIVE DATA

By proceeding with this **membership**, **you** give **us** consent to use **your** sensitive personal data e.g. health data for **your** registration under the Motability Scheme (if appropriate), solely for the purposes for which **you** submit it.

CREDIT SEARCHES AND USE OF THIRD PARTY INFORMATION

In assessing **your** application/renewal, in order to prevent fraud, **we** will check **your** identity and to maintain **our membership** records, **we** may:

1. Search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about **you** and **your** payment record. The information will be used by other credit lenders for making credit decisions about **you** and the people with whom **you** are financially associated for fraud prevention, money laundering prevention and for tracing debtors. **We** may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of **your** application will not depend only on the results of the credit scoring process.
2. Use information relating to **you** and a vehicle supplied to **us** by other third parties.

FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **we** may at any time:

1. Share information about **you** with other organisations and public bodies including the police;
2. Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this and where appropriate notify the relevant crime prevention organisations. **We** and other organisations may also search these agencies and databases to:
 - a) help make decisions about the provision and administration of breakdown/ insurance, credit and related services for **you** and members of the **household**;

- b) trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or breakdown/insurance policies; and/or
 - c) check **your** identity to prevent money laundering;
3. Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

INFORMING YOU ABOUT PRODUCTS AND SERVICES

RACGC offer motoring and travel related products such as breakdown services, hotel bookings and vehicle inspections, sales and leasing. RACGC also offer financial products such as insurance. RACGC may also share **your** information with **our** business partners. RACGC, or they, may contact **you** by mail, telephone, fax, email or SMS/MMS to let **you** know about any goods, services or promotions that may be of interest to **you**. If **you** decide **you** do not wish to receive such information in these ways please inform **us** but remember this will prevent **you** from receiving **our** special offers or promotions. To contact **us** write to **us** at:

RAC Motoring Services
Customer Services Department
(DP) FREEPOST 186
PO Box 408
Bristol BS99 7BR

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