

Spoticar Assistance Policy Booklet

Terms and conditions

PLEASE READ AND KEEP FOR YOUR RECORDS

Contact information

	Telephone	In writing
Breakdown in the UK	0333 202 2977	
Breakdown in Europe Calling from Europe Calling from a French landline (freephone) Calling from the Republic of Ireland (freephone)	+33 472 43 52 55 0800 94 20 44 1 800 646 549	
Bringing your vehicle back to the UK after a breakdown	0330 159 0342	
Customer services including if you are unhappy with any of our services	0330 159 0360	Spoticar Assistance RAC Financial Services Limited, Great Park Road, Bradley Stoke, Bristol, BS32 4QN breakdowncustomercare@rac.co.uk
Hearing assistance (in the UK)	Telephone prefix 18001 to access Tynetalk or text us on 07855 828282	

Telephone charges

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

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

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

If your vehicle breaks down, please provide us with

1. Your name
2. The vehicle's model and registration number
3. The cause of the breakdown, if you know it
4. The exact location of the vehicle – the road you are on or the nearest road junction
5. The number of the phone you are using
6. Identification such as a bank card or driving licence
7. Your credit card for certain sections, such as Hire car and Additional Services

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

Remember

1. Please let us know if you have called us but manage to get going before we arrive.
2. We will only provide cover if we arrange help, or otherwise approve action taken by you or on your behalf.
3. If you fail to contact us within 24 hours of becoming aware of the breakdown we may refuse to provide cover in relation to the breakdown.
4. If you have European Breakdown cover and are driving in Europe, you must take your V5C (vehicle log book), or VE103 (vehicle on hire) certificate with you. We will also require this if you break down in Europe and need us to bring your vehicle back to the UK.

Breakdown or road traffic collision on a motorway in Europe

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

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

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Your policy

Your policy consists of:

1. A **breakdown policy** – Part 1 of this booklet – one or more contracts of insurance between **you** and the insurers – depending on the type of cover:
 - a. RAC Motoring Services provides insurance for Sections A, B, and C of this booklet; and
 - b. RAC Insurance Limited provides insurance for all other Sections in Part 1 of this booklet.

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

2. An **arrangement and administration contract** – Part 2 of this booklet – a contract for services between **you** and RAC Financial Services Limited (RACFS) as arranger and administrator. Fees may be payable for the services of RACFS and will be made clear to **you** in advance of purchase.
3. A **schedule** – detailing the type of membership **you** have, the level of cover chosen, and the cost of membership. The **schedule** will detail the premium, the fees, and any other charges payable. These will be made clear in advance of purchase, and provided to **you** by RACFS following purchase.

Definitions

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

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

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

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

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

"beyond economical repair" means where the total cost required to repair the **vehicle**, including any taxes, is greater than the **market value** of the **vehicle**. If the **vehicle** has **broken down** in **Europe**, the total cost required to repair the **vehicle** will be based on the estimate for repair provided by the service provider in the applicable country in **Europe** where the **breakdown** has occurred;

"breakdown"/"break down"/"broken down" means an event during the **policy period**, that stops the **vehicle** from being driven because of a mechanical or electrical failure, including as a result of battery failure, flat tyres (in the **UK** only) but not as a result of a mis-fuel, **road traffic collision**, fire or theft, act of vandalism, **driver induced fault**, or any key related issue;

"caravan"/"trailer" means any caravan or trailer that is less than (a) 3.5 tonnes; (b) 7.0 metres long including a tow bar; (c) 2.55 metres wide; and, in **Europe** only, (d) 3 metres high;

"claim"

1. For Section E8 – European Legal Care, means an incident which **we** accept as falling within the terms of European Legal Care and which in **our** reasonable opinion is the first incident that could lead to a claim being made; or
2. For all other sections of this **policy** means each separate request for service or benefit under any section of this **policy**;

"driver induced fault" means any fault caused by actions or omissions of the driver of the **vehicle**, except battery failure;

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

"European assistance limits table" means the table outlining the limits that apply to section E (European breakdown cover) on page 7;

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

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

"journey" means a trip to **Europe** lasting no longer than 90 days, which begins on departure from **home** and ends on return **home** during the **policy period**;

"legal costs" means:

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

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

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

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

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

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

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

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

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

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

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

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

"RACFS" means RAC Financial Services Limited;

"reimburse" means reimbursement by us under the reimbursement process as set out on page 6;

"road traffic collision"

1. For Section E8 – European Legal Care, means a traffic collision involving a vehicle and at least one other motor vehicle on a public highway, private road or a car park to which the public has an uninterrupted right of access for which you were not at fault and another party was at fault; and
2. In all other cases means a traffic collision involving a vehicle within the UK [or Europe if you have Section E, European Breakdown] that immobilises the vehicle;

"schedule" means the document entitled "Schedule" containing important details about the policy, types and levels of cover and membership;

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

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

"UK" means England, Scotland, Wales, Northern Ireland and for the purpose of this policy includes Jersey, Guernsey and the Isle of Man;

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

"vehicle" means a UK registered vehicle that complies with the following specifications:

1. It is either a car, light van or minibus that is less than
 - 4.5 tonnes;
 - 7.0 metres long including a tow bar;
 - 2.55 metres wide;
 - 3 metres high in Europe only; or
2. It is a motorcycle over 121cc and is not a mobility scooter.

"you"/"your" means the person taking out the policy and any additional members as named on the schedule.

Part 1 – Breakdown policy

Important information about your policy

- This policy is intended to offer services relating to the breakdown of vehicles. It meets the demands and needs of those who wish to ensure the risk of the breakdown of vehicles is met now and in the future, and where additional cover is chosen, that certain additional risks relating to the breakdown of vehicles are met.
- Some sections of cover are optional. The ones you have chosen are listed on your schedule. Please make sure this is correct.
- There are general conditions set out on page 11 that apply to all sections. There are also specific conditions that are set out in each section. You must meet all of these conditions.
- All requests for service must be made directly to us.

Policy type

We have two types of cover:

1. Personal based
This covers you as a driver or a passenger in any vehicle. All members must live at the same home address
2. Vehicle based
This covers the vehicle/s shown on your schedule if registered at your home address. The vehicle is covered whoever is driving.

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

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

Monthly policies

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

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

All other policies

If your policy period is less than 24 months, your claim entitlement will run from the start date to the end date.

If your policy period is 24 months, your claim entitlement as shown on your schedule or European Assistance Limits Table will renew 12 months from the start date.

Limits of cover

Cover under this policy is subject to limits on:

1. When a claim can be made:
 - a. no claim is permitted if the breakdown occurred prior to purchasing this policy;
 - b. if you have purchased Recovery (Section C), Onward Travel (Section D) or European breakdown (Section E), these will not be available to use during the first 24 hours of the initial start date, or the date you upgrade to that section;
 - c. Section E (European Breakdown Cover) includes unlimited journeys during the policy period, but each journey is limited to a maximum of 90 days; and
 - d. in order to make a claim under sections C or D we must have first attended under Section A (Roadside) or B (At Home).
2. The amount that is covered:
 - a. for certain types of claim or for certain sections, as set out in this policy.

Reimbursement

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

1. For sections A–D, please visit www.rac.co.uk/reimbursementclaimform
2. For Section E (European Breakdown Cover), please visit www.rac.co.uk/europeanclaimform

If you have any queries please contact us on 0333 202 1877. Please send your completed claim form within 90 days of your breakdown or your planned return date with proof of payment (such as a receipt) to us using the contact details on the form. We may ask you to supply original documents.

Please note: any costs that are not arranged through us or agreed by us will not be reimbursed.

Hire car terms

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

Covered

1. We will arrange for the hire of a small hatchback car. We will try to find a hire car close in size to your vehicle, but cannot guarantee this. If your

vehicle has more seats than the hire car we provide, and you require more seats, we may need to provide more than one car;

2. If you are not eligible for a hire car arranged by us for any reason, such as you do not meet the hire car provider's terms (e.g. you have certain types of endorsement on your licence or you are under 21), and you choose to hire a car yourself, let us know. Provided we have agreed the cost beforehand, we will reimburse you up to the limits in section D (Onward Travel) or section E (European Breakdown);
3. Where we arrange a hire car we will pay the insurance and collision damage waiver (this covers the cost of damage but there may still be an excess).

Not covered

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

Included benefits

As well as the cover we provide under Sections A to E, we offer the following benefits provided by RAC Motoring Services at no additional charge to you. These are further detailed on page 13 and include:

- Key Return;
- Urgent Message Relay; and
- Replacement Driver.

Section A – Roadside (included – see your schedule)

Covered

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

1. Send help to repair the vehicle at the roadside. This could be a permanent or temporary repair; or
2. If we are unable to repair the vehicle at the roadside, we will recover the vehicle and passengers to the nearest Vauxhall authorised repairer, or:
 - a. an approved garage; or
 - b. another local garage; or
 - c. a destination of your choiceup to a maximum of 10 miles from the breakdown.

If we recover the vehicle to a garage, we will reimburse you for taxi costs for the passengers to continue their journey to a single destination within 20 miles.

Caravans or trailers

If your caravan or trailer breaks down within the UK more than 1/4 mile from your home, we will send help to try and repair the caravan or trailer at the roadside. This could be a permanent or temporary repair.

We will not provide any other cover under this Section A (Roadside) if **your caravan or trailer breaks down**. However if a **vehicle breaks down** and there is a **caravan or trailer** attached to it we will recover the **caravan or trailer** as well.

Not covered

1. The cost of any parts or **specialist resource**;
2. The fitting of parts, including batteries, supplied by anyone other than us;
3. Any **breakdown** resulting from a fault that **we** have previously attended and:
 - a. the original fault has not been properly repaired; or
 - b. **you** have not followed **our** advice after a temporary repair;
4. Recovery for **caravans or trailers** if **your caravan or trailer breaks down**.

Section B – At Home (optional – see your schedule)

Covered

We will provide the same cover as the “Covered” part of Section A (Roadside) if **your vehicle breaks down** at, or within ¼ mile from, **your home**.

Not covered

Please see the “Not covered” part of Section A (Roadside), which also applies here.

Section C – Recovery (optional – see your schedule)

Covered

If **we** are unable to repair the **vehicle** under Section A (Roadside) or section B (At Home), **we** will recover the **vehicle** and **passengers** from the **breakdown** location to a single destination of **your** choice within the **UK**. For long distances **we** may use more than one recovery vehicle.

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

Not covered

1. Please see the “Not covered” part of Section A (Roadside), which also applies here;
2. Tyre faults where the **vehicle** is not carrying a serviceable spare tyre, the tyre repair equipment provided by the **vehicle's** manufacturer or a locking wheel nut key;
3. A second recovery owing to the intended original destination being closed or inaccessible.

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

If **we** attend a **breakdown** under sections A (Roadside) or B (At Home), and cannot fix **your vehicle** on the same day, **we** will help **you** by making arrangements to allow **you** to continue **your** journey. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

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

1. Hire car

Covered

Please see Hire car terms on page 6.

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

If **you** arrange **your** own hire car in line with the Hire car terms on page 6, **we** will **reimburse you** up to £35 per day.

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

2. Alternative transport

Covered

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

3. Overnight accommodation

Covered

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

4. Assistance in a medical emergency

Covered

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

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

Not covered

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

Section E – European Breakdown Cover (optional – see your schedule)

Caravans and trailers

If **you** are towing a **caravan or trailer**, **we** will provide the benefits available to the **vehicle** under this Section E (European Breakdown Cover) in respect of the **caravan or trailer**. **We** cannot arrange a replacement **caravan or trailer**, nor can **we** usually hire vehicles with tow bars so **you** may need to leave the **caravan or trailer** with the **vehicle** while it is being repaired. It may become necessary to bring the **caravan or trailer** back to the **UK** together with the **vehicle**, if the **vehicle** cannot be repaired abroad by the planned return date.

Important

Please note that **caravans** and **trailers** are only covered when attached to **your vehicle** when the **breakdown** occurs. Please also note that **trailers** do not include anything being carried on the trailer, and the benefits under this Section E (European Breakdown Cover) do not extend to them.

European Assistance Limits Table

The following limits apply to this Section E:

	Assistance limits
Claims entitlement	Up to 3 claims per year
E1 – Onward travel in the UK	<ul style="list-style-type: none">• Breakdowns up to 48 hours prior to planned departure date• Hire car: up to £125 per day up to a maximum of £750 per claim
E2 – Roadside assistance in Europe	<ul style="list-style-type: none">• Garage labour up to £150 if repairs can be completed on the same day
E3 – Missed connection	<ul style="list-style-type: none">• 1 claim, up to £500 per claim
E4 – Onward travel in Europe (including getting you and your passengers back to the UK)	<ul style="list-style-type: none">• Hire care or additional transport limit: up to £125 per day, up to a maximum of £1,500• Additional accommodation expenses (room only): up to £50 per person, per day, up to a maximum of £500
E5 – Getting your vehicle home (providing your vehicle is not beyond economical repair)	<ul style="list-style-type: none">• Costs up to £500 or the market value of your vehicle, whichever is greater• Hire car in the UK – Up to £40 per day for 3 consecutive days
E6 – Vehicle break in emergency repairs	<ul style="list-style-type: none">• Up to £180

Section E1: Onward travel in the UK

Covered

If **we** attend a **breakdown** under Section A (Roadside) or Section B (At Home) and **we** cannot fix **your vehicle** by **your planned departure date** and:

1. **you** are within 48 hours of your planned departure date; and
2. limited to the maximum amount set out in the **European assistance limits table**

we will arrange a hire car for the continuation of **your journey** or until **your vehicle** has been fixed if sooner, and **we** will transport one person to **our** nearest hire car supplier to collect the vehicle.

Section E2: Roadside assistance in Europe

We will cover **you** up to the limit shown in the **European assistance limits table**.

Covered

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

1. Repair the **vehicle** at the roadside. This could be a permanent or temporary repair; or
2. If **we** are unable to repair the **vehicle** at the roadside, **we** will recover the **vehicle** and **passengers** to:
 - a. the nearest Vauxhall authorised repairer; or
 - b. a local garage.

If **we** recover the **vehicle** to a local garage **we** will:

1. pay for the initial fault diagnosis to find the next course of action;
2. contribute towards the garage labour charges up to the amount in the **European assistance limits table**; and
3. help **you** purchase replacement parts if they cannot be found locally, and pay for them to be delivered.

Not covered

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

Please note:

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

Section E3: Missed connection

We will cover **you** up to the limits shown in the **European assistance limits table**.

Covered

If **we** attend a **breakdown** during a **journey** under sections A (Roadside) or E2 (Roadside assistance in Europe) and **you** miss **your** pre-booked connection, **we** will **reimburse you** for the costs of a replacement standard class ticket to allow the **passengers** to continue the **journey**.

Not covered

1. The cost of:
 - a. connections where **you** are not travelling in the **vehicle**;
 - b. transport to a destination outside of **Europe**; or
 - c. the original travel ticket.

Section E4: Onward travel in Europe

We will cover you up to the limits shown in the **European assistance limits table**.

Covered

If **your vehicle** has a **breakdown** during a **journey in Europe** and **we** establish that the repairs cannot be completed within 6 hours, **we** will help **you** by making arrangements for the **passengers** to continue the **journey**. **You** can choose one of the following options, based on **your** circumstances and subject to availability:

1. Hire car; or
2. Alternative transport; or
3. Additional accommodation expenses.

Not covered

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

Cover under this section will stop once:

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

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

1. Hire car

Covered

A hire car as a replacement until **your vehicle** has been fixed, up to the limits in the **European assistance limits table**. Please see hire car terms on page 6.

2. Alternative transport

Covered

A standard class ticket up to the limits in the **European assistance limits table** for travel by air, rail, taxi or public transport.

3. Additional accommodation expenses

Covered

We will arrange and pay for additional accommodation expenses if **you** are unable to use **your** pre-arranged accommodation, up to limits in the **European assistance limits table**.

Not covered

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

Getting your passengers home

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

1. **Your vehicle** is brought back home under Section E5 (Getting your vehicle home); or
2. Once **we** establish that the repair costs to **your vehicle** exceed its **market value** under Section E5 (Getting your vehicle home).

Section E5: Getting your vehicle home

We will cover **you** up to the limit shown in the **European assistance limits table**.

Covered

If **we** attend a **breakdown** in **Europe** under Section E2 (Roadside assistance in Europe) and the **vehicle** cannot be repaired before **your** planned return to the **UK**, **we** will arrange and pay for:

1. Recovery of the **vehicle** to a single destination of **your** choice within the **UK**; and
2. Storage charges for the **vehicle** whilst awaiting the **vehicle** to be returned to the **UK**; or
3. If **your vehicle** is repaired in **Europe**, the cost of one person to travel to collect the **vehicle** by standard class rail or air fare and public transport and a contribution towards room only accommodation up to £50 per day;
4. If the cost of repairing the **vehicle** is greater than its **market value** as a result of a **breakdown** and it has to be disposed of abroad under Customs supervision, **we** will pay the cost of the import duty;
5. **Reimbursement** for a hire car in the **UK** once **we** have brought **passengers home** under Section E4 (Onward travel in Europe) until **your vehicle** is brought back to the **UK**, up to the amount set out in the **European assistance limits table**.

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

Not covered

1. Any costs:
 - a. if **your vehicle** is **beyond economical repair**;
 - b. covered under **your** motor insurance;
 - c. relating to storage once **you** have been notified that **your vehicle** is ready to collect; and
 - d. incurred as a result of actions or omissions of **your** motor insurers.
2. **We** will not take the **vehicle** back home if:
 - a. the **vehicle** is roadworthy; or
 - b. a customs officer or other official finds any contents in **your vehicle** that are not legal in that country.
3. Any import duties not relating to the **vehicle**, for example relating to items carried in the **vehicle**.
4. **We** will not cover the costs of fuel, insurance or meals.
5. **We** will only cover costs under this section to the amount set out in the **European assistance limits table**, so if **you** want **us** to bring the **vehicle home** and the costs of bringing the **vehicle home** exceed **your** level of cover **you** will need to pay any costs above **your** level of cover before **we** make arrangements.

Important

- Following **our** authorisation, it can take up to 14 working days for the **vehicle** to be delivered back to the **UK**. At busy times and from some countries it may take longer.

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

Section E6: Vehicle break-in emergency repairs

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

Covered

If the **vehicle** suffers damage to windows, windscreens or locks caused by forcible entry or attempted forcible entry, although this is not a **breakdown** **we** will **reimburse** **you**, up to the amount in the **European assistance limits table**, for:

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

Not covered

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

Section E7: Replacement driver

Covered

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

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

Not covered

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

Section E8: European legal care

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

Uninsured loss recovery

Covered

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

1. Provide **you** with help and advice. **You** must call **our** helpline straight away, as **we** will not be able to cover **legal costs** that have not been agreed by **us** first;

2. Put **you** in touch with **our legal representative**, who will assess **your claim**; and
3. If **our legal representative**, in their reasonable opinion, agrees **your claim** has a 51% or greater chance of succeeding, **we** will cover **you** for **legal costs**, up to a maximum of £100,000 per claim.

Not covered

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

Legal defence

Covered

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

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

Not covered

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

Travel costs

Covered

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

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

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

Conditions for European legal care

1. Legal **claims** can be complex and technical. **You** must follow **our** advice to continue to receive funding from **us**. If **you** do not (for example, **you** go against **our** advice, fail to co-operate with **our** reasonable requests, delay the **claim**, do not submit **legal costs** to **us** straight away or take any other action that may harm **your** case) **we** may withdraw cover;

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

Additional services

In the UK

If **your vehicle** cannot be driven for a reason other than a **breakdown** or **road traffic collision**, for example if **you** have a **driver induced fault**, **we** will send help to the **vehicle**. If **we** cannot get **you** going again, **we** will recover the **vehicle** and **passengers** up to 10 miles. Any equipment or **specialist resource** required by **us** to repair or arrange the recovery of the **vehicle** will be chargeable.

In Europe

If **your vehicle** cannot be driven due to the following reasons, **we** will attend and recover **your vehicle** and **passengers** to a local garage:

1. a **road traffic collision**;
2. if **you** have put the wrong fuel in the **vehicle**;
3. if **your vehicle** has run out of fuel (or charge in an electric **vehicle**); or

4. if **your vehicle** has a flat tyre.

If **your keys** are locked in the **vehicle**, **we** will get them out if possible, but **we** are not liable if damage is caused to the **vehicle** in doing so.

In the UK & Europe

We may provide additional services that are not included in **your policy** but **we** will charge **you** for these, for example to:

1. Pay for **specialist resource** to complete the repairs;
2. Extend the hire time for a replacement car; or
3. Arrange a second or extended recovery.

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

General conditions

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

1. **You** must pay **your** premium;
2. **You** must request services directly from **us**. **We** will only provide cover if **we** make arrangements to help **you**, or if **you** make arrangements that **we** have agreed in advance;
3. Where the **breakdown** is caused by a component failure this must stop the **vehicle** from working, so for example an air-conditioning failure in itself does not constitute a **breakdown**, and the illumination of a warning light does not always constitute a **breakdown**. If it does not, **you** will need to take **your vehicle** to a place of repair and **your policy** will not cover this;
4. **We** will not cover any **claim** where the **vehicle** is already at a garage or other place of repair;
5. Where **we** deem, acting reasonably, that **you** requested service to avoid the cost of repairing the **vehicle**, or to correct an attempted repair by someone else, **we** will not provide cover;
6. If **your policy** is personal based **you** must be with the **vehicle** at the time of **breakdown** and when **we** attend. For both personal and vehicle based policies there must be a driver with the **vehicle** when **we** attend. If there is not, **we** will not be able to provide service;
7. **We** are not responsible for any loss or damage to the contents of **your vehicle**;
8. Where **we** recover **passengers** under the age of 16, they must be accompanied by an adult;
9. **We** will not allow animals in **our** vehicles except assistance dogs. Any animals can remain in **your vehicle** at **your** own risk. **We** will not be liable for any injury to animals, or damage caused by them. **We** will not transport livestock. **We** will not be responsible for any costs relating to animals;

10. The **vehicle** must not carry more **passengers** than the number stated in the **vehicle's** Registration Document. Each **passenger** must have a separate fixed seat fitted to the manufacturer's specification and any child must occupy a properly fitted child seat where required;
11. Where **we** provide a repair to **your vehicle**, whilst **we** are responsible for that repair, this does not mean that **we** are confirming the legal and roadworthy condition of the **vehicle**. This remains **your** responsibility;
12. **We** will not be responsible for any losses that **you** incur following a **breakdown** that are not expressly covered by this **policy**. For example **we** will not pay for any loss of earnings or missed appointments;
13. **We** do not guarantee that recovery to any garage will be during opening hours, or that repairs can start immediately. Whilst **we** will try to check that the garage will undertake the type of repairs required, **we** cannot guarantee this. **We** will not take responsibility for repairs carried out at any garage, whether an **approved garage** or not, and the contract for such repairs will be between **you** and the garage / repairer;
14. **We** will not provide service under this **policy** if **we** are prevented from doing so in circumstances beyond our reasonable control, including, but not limited to, an act of terrorism, a pandemic or epidemic, extreme weather, the activities of civil or government authorities, industrial disputes, riots, war or civil unrest. In these circumstances, **we** will take steps to prevent or minimise the effects on **our** services.
15. The cost of the following is not covered by this **policy**:
 - a. **specialist resource**;
 - b. tolls, ferries, congestion or low emission zone charges for **your vehicle** and **our** vehicle;
 - c. any damage to glass even if the damage means **you** cannot legally or safely drive. **We** will arrange transport to a local garage so **you** can arrange to get **your vehicle** fixed but **you** will have to pay for this;
 - d. spare tyres and wheels and repairing or sourcing them;
 - e. recovery by someone other than **RAC**. If the emergency services, local authority or any government agency are handling the **breakdown**, **we** will only attend and provide recovery once instructed to do so by them.
16. In handling any **claim** there may be more than one option available to **you** under this **policy**. **We** will decide which is the most appropriate option based on **our** expertise in breakdown situations. In doing so **we** will act in consultation with **you**, and act reasonably at all times;
17. **Your vehicle** must be privately owned;
18. This **policy** does not cover:
 - a. routine servicing, maintenance or assembly of **your vehicle**;
 - b. **breakdowns** that occur during activities or events that are not subject to the normal rules of the road, for example, breakdowns on a track day. **We** will not attend **breakdowns** on race tracks or where **you** have been immediately recovered from a race track;
- c. **breakdowns** that occur, or recovery of the **vehicle** to a destination that is, off the public highway to which **you** or **we** have no legal access;
- d. **your vehicle** if it is not legally taxed, insured and holding a valid MOT which is required by law or is not being used in line with the manufacturer's guidelines;
- e. **vehicles** that are not in a roadworthy condition. If **we** consider, acting reasonably, that the **vehicle** is not in a legal or roadworthy condition, **we** can refuse to provide service. If **you** can demonstrate that the **vehicle** is roadworthy **we** will provide service;
- f. any **claim** that is or may be affected by the influence of alcohol or drugs;
- g. any **claim** under this **policy** where the **breakdown** was first reported to **us** under a different membership; or
- h. **vehicle** storage charges. If **your vehicle** is being stored, **you** will be contacted at **your** last known address with details of how to arrange collection and any fees which may be payable. In extreme instances, where the **vehicle** has not been collected and fees not paid, the **vehicle** may be disposed of and any outstanding fees will be deducted. **You** will be notified, in accordance with legislation, prior to this happening.
19. If **you** are asked to review and approve a document (either paper or electronic) recording the condition of **your vehicle**, it is **your** responsibility to ensure that the record is accurate and complete, and **we** will not be responsible for any errors or omissions;
20. Where **we** arrange a hire car, taxi, hotel or similar benefit under this **policy**, **we** will always try to find a suitable option that is available at the time, however:
 - a. **we** are not responsible for the quality or service of each individual hotel, train or taxi booked; and
 - b. for hire cars, whilst **we** use reputable companies, **we** are unable to and cannot be responsible for checking the condition of each vehicle or the quality of service provided by each company.
21. Any **claim** which **you** could make under any other insurance policy. If the value of **your claim** is more than **you** can recover under another policy **we** may pay the difference, subject to the limits as set out in this **policy** and the **schedule**.

Conditions specific to travel in Europe

1. **You** must be a permanent resident in the **UK** during the **policy period**;
2. **Claims** made more than 24 hours after the **breakdown** may be declined in part or completely;

3. This **policy** does not cover:
 - a. vehicle storage charges, other than under Section E5 (Getting your vehicle home);
 - b. the hire of minibuses, motorhomes, motorcycles, caravans, trailers or vans;
 - c. overloading of a vehicle under the laws in any country in which the **vehicle** is travelling;
 - d. **breakdowns in Europe** caused by running out of oil or water, frost damage or rust or corrosion;
4. **We** will not cover any **claim** for any repairs which are not essential in order to continue the **journey**;
5. **You** must make sure the **vehicle** meets all relevant laws of the countries **you** visit during a **journey**;
6. How **we** calculate the exchange rate:
 - a. Any costs incurred directly by **us** in a currency other than GBP will be converted to GBP at the exchange rate used by **us** at the time;
 - b. Costs incurred by **you** in a currency other than GBP which are recoverable from **us** will be converted to GBP either:
 - i. at the exchange rate used by **your** credit or debit card provider; or
 - ii. at the exchange rate used by **us** when we receive **your** claim form if **you** paid in cash;
7. If **your vehicle** needs to be repaired following a **breakdown**, **you** must not delay or refuse repairs whilst **you** are in **Europe**. If **you** do, in **our** reasonable opinion that would lead to additional costs being incurred, **we** reserve the right to refuse to provide cover under Section E4 (Onward Travel) or Section E5 (Getting your vehicle home).

Included benefits

The following are provided at no additional charge:

Key Return

We will send **you** one key **fob** for **your vehicle**. The **fob** has **your** membership number and a FREEPOST address printed on it. If **you** lose **your** keys, and they are returned to **us**, **we** can get them posted back to **you**.

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

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

Service in the Republic of Ireland

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

Urgent Message Relay

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

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

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

Cancellation of your policy

Your right to cancel

You can cancel **your policy** within the cooling off period, which is either 14 days from the **start date** or the date **you** receive your policy documents, whichever is later. **We** will only cancel **your policy** when authorised by the Lead Member as shown on **your schedule**.

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

If **you** cancel after the cooling off period, **we** will refund **your** premium, less an amount to reflect the time **you** have already been covered. However:

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

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

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

Our right to cancel

- a. If any premium for the **policy** is not paid by the relevant date as stated on **your schedule**, **we** will notify **you**. All payments must be paid within 28 days of the relevant date. If not **we** may cancel **your policy**;
- b. **We** may cancel the **policy** at any time and refund **your** premium, less an amount for the time **you** have been covered. In the event of misuse of the **policy**, however, **we** will not refund any premium; and
- c. **We** may cancel a monthly **policy** by writing to **you** one month before the date when **we** intend to end the **policy**.

Misuse of your policy

You must not:

1. Behave inappropriately towards **us**, including acting in a threatening or abusive manner, whether verbally or physically;
2. Persuade or attempt to persuade **us** into a dishonest or illegal act;
3. Omit to tell **us** important facts about a **breakdown** in order to obtain a service;

4. Provide false information in order to obtain a service;
5. Knowingly allow someone that is not covered by **your policy** to try and obtain a service under this **policy**;
6. Pay for additional services or goods in the knowledge that the payment has or will fail, with no intention of providing alternative payment.

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

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

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

Not using your policy for personal use

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

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

If **we** do this, **we** will:

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

Renewing your policy

Monthly continuous policies

If **you** have a monthly continuous policy as shown on **your schedule**, **we** will automatically renew this every month until **you** or **we** cancel it. **We** will however contact **you** at the last known postal or email address before **your** review date to advise **you** of any changes **we** may make to the **policy** and also to ensure the cover still meets **your** needs.

All other policies

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

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

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

If **you** have informed **us** **you** do not wish to automatically renew **your policy** it will expire at the end of the **policy period**.

Upgrading your policy

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

All upgraded cover sections will apply 24 hours after upgrading.

To upgrade please contact **our** Customer Services.

Changes to your details

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

We can be contacted by phone, post, or email. Please see Contact information on page 2.

Please note if **you** change **your vehicle**, **you** may not be eligible for all the cover on this **policy**, and **we** will discuss this with **you** should **you** need to make a change.

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

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

Complaints

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

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

	Phone	In writing
Breakdown related complaints	0330 159 0360	Breakdown Customer Care RAC Financial Services Limited Great Park Road Bradley Stoke Bristol BS32 4QN breakdowncustomercare@rac.co.uk
Legal services related complaints		Legal Customer Care (Address as above) legalcustomercare@rac.co.uk

If **you** are unhappy with **our** services relating to Part 2 of this policy booklet such as sales, arrangement and administration of **your policy**, please see page 17.

Financial Ombudsman Service

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

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

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

Financial Services Compensation Scheme

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

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

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

Law

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

Part 2 – Arrangement and administration contract

RAC arrangement and administration contract

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

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

This arrangement and administration contract relates to our services in arranging and administering **your** breakdown **policy**. Our services will start at the same time as **your** breakdown **policy** and will continue for the same period of time. This is set out in **your** **schedule**. If **your** breakdown **policy** is terminated or is cancelled for any reason, then no further services can be delivered under this arrangement and administration contract, which will be terminated or cancelled automatically at the same time. This

arrangement and administration contract cannot be terminated or cancelled independently of the breakdown **policy**.

2. Who owns and regulates RACFS?

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

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

3. Which companies does RACFS deal with?

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

4. What services does RACFS provide?

RACFS provides the following services to **you**:

Arranging breakdown cover:

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

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

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

Review of a monthly continuous policy – **RACFS** will contact **you**, before **your** review date, to remind **you** of the cover you have and let you know if RACMS or RACIL propose to make any changes to the cost of the breakdown **policy** or other terms and conditions.

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

Administering breakdown cover:

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

1. Supplying replacement **policy** documentation or membership card(s);
2. Notifying **RACMS** and **RACIL** of any changes to **your policy** and keeping **your** records up to date;
3. Dealing with enquiries relating to **your policy**;
4. Changing payment methods;
5. Managing any cancellation of **your policy**.
6. Collecting premium and other charges and fees due for **your RAC** membership; and
7. Making changes to the cover **you** hold under **your RAC** membership. If **you** wish to change the type or level of cover, **RACFS** will provide **you** with information to help **you** make a decision and will arrange any changes to the **policy** with **RACMS** and **RACIL**, including arranging any additional payments for the change in cover and issuing any relevant **policy** documentation and card(s).
8. Notifying **you** of any changes made by **RACMS** or **RACIL** to the terms and conditions; or
9. Retaining records as to **your** cover under the **RAC** membership together with a copy of the policy booklet and **schedule** that was issued to **you**.

5. How can you contact RACFS?

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

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

If **you** are unhappy with the services relating to Part 1 of this policy booklet such as services at or following a **breakdown**, or for included benefits, please see page 14.

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

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

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

As part of the total cost of **RAC** membership, **RACFS** may charge **you** a fixed arrangement and

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

If this arrangement and administration contract is cancelled or terminated by **you** as a result of **you** cancelling **your RAC** membership during the cooling off period – being the 14 day period following the later of:

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

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

7. Risk of insolvency

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

8. Matters outside RACFS's reasonable control

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

9. Exclusion of RACFS' liability

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

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

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

10. What to do if you have a complaint

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

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

0800 023 4567 / 0300 123 9123

complaint.info@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

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

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

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

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

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

12. Use of English law and language

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

Your data

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

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

What is your data?

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

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

How we obtain and collect your data

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

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

How we will use your data

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

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

Your rights

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

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

